TRACK ACCESS CONTRACT (PASSENGER SERVICES)

Dated

3rd March 2016

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

and

ARRIVA RAIL NORTH LIMITED

Redacted, Conformed copy as at 05 May 2020

(i) First Supplemental Agreement dated 26 March 2016

(ii) Third Supplemental Agreement dated 1 July 2016

(iii) Second Supplemental Agreement dated 1 December 2016

(iv) Fifth Supplemental Agreement dated 1 December 2016

(v) Fourth Supplemental Agreement dated 8 December 2016

(vi) Sixth Supplemental Agreement dated 10 November 2017

(vii) Seventh Supplemental Agreement dated 11 October 2017

(viii) Tenth Supplemental Agreement dated 8 May 2018

(ix) Ninth Supplemental Agreement dated 17 May 2018

(x) Eleventh Supplemental Agreement dated 18 May 2018

(xi) Fourteenth Supplemental Agreement dated 19 November 2018

(xii) Twelfth Supplemental Agreement dated 4 December 2018

(xiii) Fifteenth Supplemental Agreement dated 2 January 2019

(xiv) Seventeenth Supplemental Agreement dated 21 March 2019

(xv) Sixteenth Supplemental Agreement dated 16 May 2019

(xvi) Twenty First Supplemental Agreement dated 21 June 2019

(xvii) Twenty Second Supplemental Agreement dated 11 September 2019

(xviii) Twenty Third Supplemental Agreement dated 12 November 2019

(xix) Eighteenth Supplemental Agreement dated 12 November 2019

(xx) Twenty Sixth Supplemental Agreement dated 04 February 2020

(xxi) Twenty Ninth Supplental Agreement dated 19 April 2020

(xxii) Twenty Fifth Supplemental Agreement dated 05 May 2020

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THIS CONTRACT is made the 3rd day of March 2016

BETWEEN:

(1) Network Rail Infrastructure Limited, a company registered in England under number 2904587 having its registered office at 1 Eversholt Street, London, NW1 2DN ("Network Rail"); and

(2) Arriva Rail North Limited, a company registered in England and Wales under company number 04337712, having its registered office at 1 Admiral Way, Doxford International Business Park, Sunderland, Tyne & Wear, SR3 3XP (the "Train Operator").

WHEREAS:

(A) Network Rail is the owner of the Network; and

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

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 Definitions

In this contract unless the context otherwise requires:

"Access Agreement" has the meaning ascribed to it in Part A of the Network Code;

"access charges review" has the meaning ascribed to it by Schedule 4A to the Act; 17th

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

"Access Proposal" has the meaning ascribed to it in Part D of the Network Code;

"Act" means the Railways Act 1993;

"Affected Party" has the meaning ascribed to it in Clause 17.1;

"Affiliate" means, in relation to any company:

(a) a company which is either a holding company or a subsidiary of such company; or

(b) a company which is a subsidiary of a holding company of which such company is also a subsidiary,

and for these purposes "holding company" and "subsidiary" have the meanings ascribed to them in section 1159 of the Companies Act 2006;

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

"Applicable Engineering Access Statement" means the Engineering Access Statement in force in respect of the Routes on the date on which Services may first be operated by the Train Operator under this contract, as from time to time amended or replaced under Part D of the Network Code;

"Applicable Timetable Planning Rules" means the Timetable Planning Rules in force in respect of the Routes on the date on which Services may first be operated by the Train Operator under this contract, as from time to time amended or replaced under Part D of the Network Code;

"Applicable Timetable" has the meaning ascribed to it in Schedule 8;

"associate" has the meaning ascribed to it in section 17 of the Act;

"Claims Allocation and Handling Agreement" means the agreement of that name approved by ORR;

"Collateral Agreements" means the agreements and arrangements listed in Schedule 3;

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

"contract" means this document including all schedules and appendices to it, the Network Code and the Traction Electricity Rules;

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

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

"Environmental Condition" has the meaning ascribed to it in Part E of the Network Code;

"Environmental Damage" has the meaning ascribed to it in Part E of the Network Code;

"European licence" has the meaning ascribed to it in section 6(2) of the Act;

"Event of Default" means a Train Operator Event of Default or a Network Rail Event of Default;

"Expiry Date" means Principal Change date December 2025;

"Force Majeure Event" has the meaning ascribed to it in Clause 17.1;

"Force Majeure Notice" has the meaning ascribed to it in Clause 17.1;

"Force Majeure Report" has the meaning ascribed to it in Clause 17.1;

"Franchise Agreement" means the franchise agreement with the Secretary of State referred to in Schedule 3;

"Franchisee" means the person defined as such in the Franchise Agreement;

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

"Insolvency Event", in relation to either of the parties, has occurred where:

(a) any step which has a reasonable prospect of success is taken by any person with a view to its administration under Part II of the Insolvency Act 1986;

(b) it stops or suspends or threatens to stop or suspend payment of all or a material part of its debts, or is unable to pay its debts, or is deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986, except that in the interpretation of this paragraph:

  (i) section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for "£750" there were substituted "£100,000" or such higher figure as the parties may agree in writing from time to time; and

  (ii) it shall not be deemed to be unable to pay its debts for the purposes of this paragraph if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is satisfied before the expiry of 21 days from such demand;

(c) its directors make any proposal under section 1 of the Insolvency Act 1986, or it makes any agreement for the deferral, rescheduling or other readjustment (or makes a general assignment or an arrangement or composition with or for the benefit of the relevant

creditors) of all or a material part of its debts, or a moratorium is agreed or declared in respect of or affecting all or a material part of its debts;

(d) any step is taken to enforce security over or a distress, execution or other similar process is levied or sued out against the whole or a substantial part of its assets or undertaking, including the appointment of a receiver, administrative receiver, manager or similar person to enforce that security;

(e) any step is taken by any person with a view to its winding up or any person presents a winding-up petition which is not dismissed within 14 days, or it ceases or threatens to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the other party before that step is taken (which approval shall not be unreasonably withheld or delayed); or

(f) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above,

unless:

(i) in any case, a railway administration order (or application for such order) has been made or such order (or application) is made within 14 days after the occurrence of such step, event, proposal or action (as the case may be) in relation to the party in question under section 60, 61 or 62 of the Act and for so long as any such order (or application) remains in force or pending; or

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

"Liability Cap" has the meaning ascribed to it in paragraph 1 of Schedule 9;

"Longstop Date" means 30th June 2017;

"Network" has the meaning ascribed to it in Part A of the Network Code;

"Network Code" means the document by that name published by Network Rail;

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

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

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

"Performance Order" has the meaning ascribed to it in Clause 13.3.2;

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

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

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

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

"Relevant Force Majeure Event" has the meaning ascribed to it in Clause 17.1;

"Relevant Losses" means, in relation to:

(a) a breach of this contract; or

(b) in the case of Clause 10, any of the matters specified in Clause 10.1(a), (b) or (c) or Clause 10.2(a), (b) or (c) (each a "breach" for the purpose of this definition); or

(c) in the case of Schedule 8, the matter specified in paragraph 18 of Schedule 8 (a "breach" for the purposes of this definition only),

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

"Relevant Obligation" has the meaning ascribed to it in Clause 17;

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

"Routes" means that part of the Network specified in Schedule 2;

"safety authorisation" has the meaning ascribed to it by regulation 2 of the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

"safety certificate" has the meaning ascribed to it by regulation 2 of the Railways and Other Guided Transport Systems (Safety) Regulations 2006;

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

"Services" means the railway passenger services specified in Schedule 5;

"SNRP" has the meaning ascribed to it in the Railways (Licensing of Railway Undertakings) Regulations 2005;

"Specified Equipment" means the railway vehicles which the Train Operator is entitled to use in the provision of Services as specified in paragraph 5.1 of Schedule 5;

"SPP Threshold" has the meaning ascribed to it in paragraph 18 of Schedule 8;

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

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

"Systems Code" means the code of practice relating to the management and development of railway code systems as amended from time to time in accordance with its terms;

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

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

"Track Charges" means the charges payable by or on behalf of the Train Operator to Network Rail, as set out in paragraph 1 of Part 2 of Schedule 7 or under the Traction Electricity Rules;

"Traction Electricity Rules" means the document known as the Traction Electricity Rules published by Network Rail on its website and as may be amended from time to time;

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

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

"Train Slot" has the meaning ascribed to it in Part D of the Network Code;

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

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

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

"Working Timetable" has the meaning ascribed to it in Part A of the Network Code.

1.2 Interpretation

In this contract, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) any one gender includes the other;

(c) all headings are for convenience of reference only and shall not be used in the construction of this contract;

(d) reference to an item of primary or secondary legislation is to that item as amended or replaced from time to time;

(e) reference to a contract, instrument or other document is to that contract, instrument or other document as amended, novated, supplemented or replaced from time to time;

(f) reference to a party is to a party to this contract, its successors and permitted assigns;

(g) reference to a recital, Clause or Schedule is to a recital, clause or schedule of or to this contract; reference in a schedule to a Part of or an Appendix to a schedule is to a part of or an appendix to the schedule in which the reference appears; reference in a Part of a Schedule to a paragraph is to a paragraph of that part; reference to a Part of an appendix is to a part of the appendix in which the reference appears; and reference in a schedule to a Table is a reference to the table included in or annexed to that schedule;

(h) where a word or expression is defined, cognate words and expressions shall be construed accordingly;

(i) references to the word "person" or "persons" or to words importing persons include individuals, firms, corporations, government agencies, committees, departments, authorities and other bodies incorporated or unincorporated, whether having separate legal personality or not;

(j) "otherwise" and words following "other" shall not be limited by any foregoing words where a wider construction is possible;

(k) the words "including" and "in particular" shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of any foregoing words;

(l) words and expressions defined in the Railways Act 1993, the Railways and Other Guided Transport Systems (Safety) Regulations 2006 and Network Rail's network licence shall, unless otherwise defined in this contract, have the same meanings in this contract;

(m) any reference to the term "possession", either by itself or as part of any composite definition, shall be construed as a reference to a Restriction of Use as defined in Schedule 4;

(n) words and expressions defined in the Network Code shall have the same meanings in this contract;

(o) if there is any conflict of interpretation between this contract and the Network Code, the Network Code shall prevail;

(p) words and expressions defined in the Traction Electricity Rules shall have the same meanings in this contract; and

(q) if there is any conflict of interpretation between this contract (not including the Traction Electricity Rules) and the Traction Electricity Rules, the following order of precedence shall apply: (1) the Traction Electricity Rules; and (2) this contract (not including the Traction Electricity Rules).

1.3 Indemnities

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

2 NETWORK CODE AND TRACTION ELECTRICITY RULES

2.1 Incorporation

The Network Code and the Traction Electricity Rules are incorporated in and form part of this contract.

2.2 Modifications to the Network Code or the Traction Electricity Rules

If either the Network Code or the Traction Electricity Rules or both are modified at any time, Schedule 10 shall have effect.

2.3 Compliance by other operators

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

3 CONDITIONS PRECEDENT AND DURATION

3.1 Effective date

The provisions of this contract, other than Clause 5, take effect from the later of the signature of this contract and Principle Change Date December 2016

3.2 Conditions precedent to Clause 5

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

(a) to the extent required by the Act and/or the Railways (Licensing of Railway Undertakings) Regulations 2005, the Train Operator is authorised to be the operator of trains for the provision of the Services by:

(i) a licence granted under section 8 of the Act; and/or

(ii) a European licence and corresponding SNRP;

(b) Network Rail is authorised by a licence granted under section 8 of the Act to be the operator of that part of the Network comprising the Routes or is exempt from the requirement to be so authorised under section 7 of the Act;

(c) each of the Collateral Agreements is executed and delivered by all the parties to each such agreement and is unconditional in all respects (save only for the fulfilment of any condition relating to this contract becoming unconditional);

(d) each of the parties has, as necessary, a valid safety certificate or safety authorisation as required by the Railways and Other Guided Transport Systems (Safety) Regulations 2006 and has established and is maintaining a safety management system which meets the requirements of those Regulations; and

(e) the provisions of this contract, other than Clause 5, have taken effect in accordance with Clause 3.1.

3.3 Obligations to satisfy conditions precedent to Clause 5

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

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

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

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

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

(a) this contract shall lapse save for the obligations of confidence contained in Clause 14 which shall continue in force; and

(b) neither party shall have any liability to the other except in respect of any breach of its obligations under this contract.

3.5 Expiry

This contract shall continue in force until the earliest of:

(a) lapse under Clause 3.4;

(b) termination under Schedule 6; and

(c) 0159 hours on the Expiry Date.

3.6 Suspension and termination

Schedule 6 shall have effect.

4 STANDARD OF PERFORMANCE

4.1 General standard

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

(a) network owner and operator (in the case of Network Rail); and

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

4.2 Good faith

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

5 PERMISSION TO USE

5.1 Permission to use the Routes

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

5.2 Meaning

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

(a) to use the track comprised in the Routes for the provision of the Services using the Specified Equipment;

(b) to use the track comprised in the Network in order to implement any plan established under Part H of the Network Code;

(c) to make Ancillary Movements;

(d) to Stable, which shall be treated, for the purposes of Part D of the Network Code, as the use of a Train Slot;

(e) for the Train Operator and its associates to enter upon that part of the Network comprising the Routes, with or without vehicles; and

(f) for the Train Operator and its associates to bring things onto that part of the Network comprising the Routes and keep them there,

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

(i) the Network Code;

(ii) the Applicable Engineering Access Statement; and

(iii) the Applicable Timetable Planning Rules.

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

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

(a) the Train Operator shall, and shall procure that its associates shall, wherever reasonably practicable, first obtain the consent of Network Rail, which consent shall not be unreasonably withheld or delayed;

(b) the Train Operator shall remove any vehicle or other thing so brought onto any part of the Network when reasonably directed to do so by Network Rail; and

(c) whilst exercising any rights conferred by Clauses 5.2(e) and 5.2(f), the Train Operator shall, and shall procure that its associates shall, comply with such reasonable restrictions or instructions as Network Rail shall specify.

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

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

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

Schedule 4 shall have effect.

5.6 The Services and the Specified Equipment

Schedule 5 shall have effect.

5.7 Performance

Schedule 8 shall have effect.

5.8 Stabling

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

6 OPERATION AND MAINTENANCE OF TRAINS AND NETWORK

6.1 General

Without prejudice to the other provisions of this contract:

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

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

6.2 Trespass, vandalism and animals

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

(a) trespass;

(b) vandalism; and

(c) intrusions on to the Network by animals,

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

6.3 Safety

In relation to Safety Obligations:

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

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

6.4 Use of Railway Code Systems

6.4.1 General

The parties shall:

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

(b) comply with the Systems Code.

6.4.2 Provision of Train Consist Data

Without prejudice to Clause 6.4.1, the Train Operator shall:

(a) provide to Network Rail such Train Consist Data as shall be necessary to enable Network Rail to calculate the amount of Track Charges; and

(b) procure that such data is true and accurate in all respects.

7 TRACK CHARGES AND OTHER PAYMENTS

Schedule 7 shall have effect.

8 LIABILITY

8.1 Performance Orders in relation to breach

In relation to any breach of this contract:

(a) the Innocent Party shall be entitled to apply under Clause 13 for a Performance Order against the party in breach; and

(b) if a Performance Order is made, the party against whom it has been made shall comply with it.

8.2 Compensation in relation to breach

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

9 NOT USED

10 LIABILITY - OTHER MATTERS

10.1 Train Operator indemnity

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

(a) a failure by the Train Operator to comply with its Safety Obligations;

(b) any Environmental Damage arising directly from the acts or omissions of the Train Operator or the proper taking by Network Rail under Condition E2 of the Network Code of any steps to prevent, mitigate or remedy an Environmental Condition which exists as a direct result of the acts or omissions of the Train Operator; and

(c) any damage to the Network arising directly from the Train Operator's negligence.

10.2 Network Rail indemnity

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

(a) a failure by Network Rail to comply with its Safety Obligations;

(b) any Environmental Damage to the Network arising directly from any acts or omissions of the British Railways Board prior to 1 April 1994 and any Environmental Damage arising directly from the acts or omissions of Network Rail; and

(c) any damage to the Specified Equipment or other vehicles or things brought onto the Network in accordance with the permission to use granted by this contract arising directly from Network Rail's negligence.

11 RESTRICTIONS ON CLAIMS

11.1 Notification and mitigation

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

(a) shall notify the other party of the relevant circumstances giving rise to that claim as soon as reasonably practicable after first becoming aware of those circumstances (and in any event within 365 days of first becoming so aware); and

(b) subject to Clause 11.1(c), shall take all reasonable steps to prevent, mitigate and restrict the circumstances giving rise to that claim and any Relevant Losses connected with that claim; but

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

11.2 Restrictions on claims by Network Rail

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

(a) shall exclude payments to any person under or in accordance with the provisions of any Access Agreement other than any such payments which are for obligations to compensate for damage to property, and so that any claim for indemnity under this contract for such payments for damage to property, in relation to any incident, shall be limited to:

(i) the maximum amount for which the Train Operator would be liable for such damage in accordance with the Claims Allocation and Handling Agreement; less

(ii) any other compensation which the Train Operator has an obligation to pay for such damage;

(b) shall exclude loss of revenue in respect of permission to use any part of the Network under or in accordance with any Access Agreement with any person; and

(c) shall:

(i) include Relevant Losses only to the extent that these constitute amounts which Network Rail would not have incurred as network owner and operator but for the relevant breach; and

(ii) give credit for any savings to Network Rail which result or are likely to result from the incurring of such amounts.

11.3 Restrictions on claims by Train Operator

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

(a) shall exclude any Relevant Losses to the extent that they result from delays to or cancellations of trains (other than delays or cancellations in circumstances where the SPP Threshold has been exceeded as provided for in paragraph 18 of Schedule 8); and

(b) shall:

(i) include Relevant Losses only to the extent that these constitute amounts which the Train Operator would not have incurred as train operator but for the relevant breach; and

(ii) give credit for any savings to the Train Operator which result or are likely to result from the incurring of such amounts.

11.4 Restriction on claims by both parties

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

(a) do not arise naturally from the breach; and

(b) were not, or may not reasonably be supposed to have been, within the contemplation of the parties:

(i) at the time of the making of this contract; or

(ii) where the breach relates to a modification or amendment to this contract, at the time of the making of such modification or amendment,

as the probable result of the breach.

11.5 Limitation on liability

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

(a) does not limit any liability arising under Schedules 4, 5, 7 or 8 (other than under paragraph 18 of Schedule 8) or under the Traction Electricity Rules;

(b) in relation to a failure to perform an obligation under the Network Code, only to the extent (including as to time and conditions) that the Network Code so provides; and

(c) subject to Clause 18.3.3.

11.6 Claims Allocation and Handling Agreement

11.6.1 General

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

11.6.2 Restriction of application

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

11.6.3 Liability for small claims

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

12 GOVERNING LAW

This contract and any non-contractual obligations connected with it shall be governed by and construed in accordance with the laws of England and Wales.

13 DISPUTE RESOLUTION

13.1 ADRR

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

(a) any Part of the Network Code or the Traction Electricity Rules provides for an alternative dispute resolution procedure for the Relevant Dispute, in which case such alternative procedure shall apply;

(b) any Part of Schedules 4, 5, 7 or 8 provides for an alternative dispute resolution procedure for the Relevant Dispute, in which case such alternative procedure shall apply; or

(c) Clause 13.2 applies.

13.2 Unpaid sums

If either party fails to pay:

(a) any invoice issued to it under this contract in respect of Track Charges; or

(b) any other sum which has fallen due in accordance with any provision of this contract, then:

(i) the amount invoiced or sum due, as referred to in Clause 13.2(a) or (b), shall immediately constitute a debt due and owing from the party who has failed to pay the invoice or sum due to the other party (and to any assignee of a party's right to payment in respect of any invoice or other sum due);

(ii) such debt shall be recoverable by any means available under the laws of England and Wales; and

(iii) the dispute resolution procedures in Clauses 13.1 and 13.3 to 13.5 shall not apply to proceedings commenced under this Clause 13.2.

13.3 Performance Orders

13.3.1 Power to order provisional relief

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

13.3.2 Performance Orders

A Performance Order:

(a) is an order made under Clause 13.3.3(b), relating to a Relevant Dispute, whether by way of interim or final relief; and

(b) may be applied for by Network Rail or the Train Operator in the circumstances set out in Clause 8.1, subject to the qualifications in Clause 17.8,

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

13.3.3 Duties of arbitrator in relation to Performance Orders

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

(a) the arbitrator shall decide as soon as possible whether the application is well founded or not; and

(b) if the arbitrator decides that the application is well founded, he shall be required to make an interim or final declaration to that effect and, in that event, the arbitrator may also make any interim or final order directing any party to do or to refrain from doing anything arising from such declaration which he considers just and reasonable in all the circumstances.

13.4 Remedies

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

(a) the powers specified in sections 48(3) to (5) of the Arbitration Act 1996;

(b) the powers specified in the ADRR;

(c) the power to make Performance Orders; and

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

13.5 Exclusion of applications on preliminary points of law

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

14 CONFIDENTIALITY

14.1 Confidential Information

14.1.1 General obligation

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

14.1.2 Network Rail - Affiliates

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

14.1.3 Train Operator - Affiliates

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

14.2 Entitlement to divulge

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

(a) to ORR;

(b) to the Secretary of State;

(c) to any Affiliate of either party;

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

(e) to any professional advisers or consultants of such party engaged by or on behalf of such party and acting in that capacity, upon obtaining an undertaking of strict confidentiality from such advisers or consultants;

(f) to any insurer or insurance broker from whom such party is seeking insurance or in connection with the making of any claim under any policy of insurance upon obtaining an undertaking of strict confidentiality from the insurer or insurance broker;

(g) to any lender, security trustee, bank or other institution from whom such party is seeking or obtaining finance or credit support for such finance, or any advisers to any such entity, or any rating agency from whom such party is seeking a rating in connection with such finance or credit support, upon obtaining an undertaking of strict confidentiality from the entity, advisers or rating agency in question;

(h) to the extent required by the Act, the Railways (Licensing of Railway Undertakings) Regulations 2005, any other applicable law, the rules of any recognised stock exchange or regulatory body or any written request of any taxation authority;

(i) to the extent that it has become available to the public other than as a result of a breach of confidence; and

(j) under the order of any court or tribunal of competent jurisdiction (including the Allocation Chair or any relevant ADRR Forum, each as defined in the ADRR).

14.3 Return of Confidential Information

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

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

(b) is reasonable; and

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

14.4 Retention or destruction of Confidential Information

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

14.5 Ownership of Confidential Information

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

14.6 Network Code, Schedule 7 and the Traction Electricity Rules

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

15 ASSIGNMENT AND NOVATION

15.1 Assignment

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

15.2 Novation

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

(a) agree to the novation of the rights and obligations of the Train Operator under this contract in favour of another person (including the Secretary of State or a person nominated by him) in any circumstances where the Secretary of State requests Network Rail to participate in such a novation in the course of exercising its powers under section 30 of the Act; and

(b) execute such contracts and do such things as the Secretary of State may reasonably request to give effect to the novation.

15.3 Novation terms

Any novation under Clause 15.2 shall be on terms that:

(a) the Train Operator shall not be released from:

(i) any accrued but unperformed obligation;

(ii) the consequences of any breach of this contract which is the subject of any proceedings (arbitral or otherwise) for the resolution of a dispute between the parties; or

(iii) any liability in respect of anything done under this contract before, or as at the date of, any such novation (except to the extent that such other person agrees to assume and be responsible for it); and

(b) such other person shall not be required by Network Rail, as a term of or a condition to the novation, to agree to assume and be responsible for any unperformed obligation, liability or consequence of a breach of the kind referred to in Clause 15.3(a), but this shall not prevent any such agreement being a term or condition of the novation if required by the Secretary of State.

16 PAYMENTS, INTEREST AND VAT

16.1 Payment

16.1.1 No deduction

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

16.1.2 Delivery of invoices

All invoices issued under Schedule 7, or statements of amounts payable under Schedule 4, Schedule 5 or Schedule 8, under the Network Code, or under the Traction Electricity Rules, shall be delivered by hand at, or sent by prepaid first class post or by facsimilie transmission (with confirmation copy by prepaid first class post) or by email (where both parties agree) to the address for service for the recipient specified in Schedule 1 and shall be deemed to have been received by the addressee in accordance with Clause 18.4.3. 17th

16.1.3 Content of invoices and other statements of amounts payable

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

16.1.4 Method of payment

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

16.2 Interest

Without prejudice to any other rights or remedies which one party may have in respect of the failure of the other party to pay any amount on the due date, amounts payable under this contract and not paid by the due date shall carry interest (to accrue daily and to be compounded monthly) at the Default Interest Rate from the due date until the date of actual

payment (as well after judgment as before), except to the extent that late payment arises from any failure by the invoicing party to comply with Clause 16.1.2 or Clause 16.1.3.

16.3 VAT

16.3.1 Payment of VAT

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

16.3.2 Reimbursement of VAT

Where under this contract one party is to reimburse or indemnify the other in respect of any payment made or cost incurred by the other, the first party shall also reimburse any VAT paid by the other which forms part of its payment made or cost incurred to the extent such VAT is not available for credit for the other party (or for any person with whom the indemnified party is treated as a member of a group for VAT purposes) under sections 25 and 26 of the Value Added Tax Act 1994.

16.3.3 VAT credit note to be issued on repayment

Where under this contract any rebate or repayment of any amount is payable by one party to the other, and the first party is entitled as a matter of law or of HM Revenue and Customs practice to issue a valid VAT credit note, such rebate or repayment shall be paid together with an amount representing the VAT paid on that part of the consideration in respect of which the rebate or repayment is made, and the first party shall issue an appropriate VAT credit note to the other party.

17 FORCE MAJEURE EVENTS

17.1 Meaning of Force Majeure Event

In this Clause 17:

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

"Force Majeure Event" means any of the following events (and any circumstance arising as a direct consequence of any of the following events):

(a) an act of the public enemy or terrorists or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;

(b) acts of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;

(c) natural disasters or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);

(d) nuclear, chemical or biological contamination;

(e) pressure waves caused by devices travelling at supersonic speeds;

(f) discovery of fossils, antiquities or unexploded bombs; and

(g) strike or other industrial action which is a single circumstance and which also is a strike or industrial action in sectors of the economy other than the railway industry;

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

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

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

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

17.2 Nature and extent of relief for Force Majeure

Force Majeure relief under this Clause 17:

(a) extinguishes the obligation of the Affected Party to indemnify the other party under Clause 8.2 in respect of Relevant Losses sustained as a result of the failure of the Affected Party to perform a Relevant Obligation; but

(b) is not available in respect of:

(i) any obligation to pay money under Schedules 4, 5, 7 and 8 or the Traction Electricity Rules; or

(ii) any other obligation to do or refrain from doing any other thing provided for in this contract; and

(c) is only available in relation to a failure to perform an obligation under the Network Code to the extent (including as to time and conditions) that the Network Code so provides.

17.3 Entitlement to Force Majeure relief

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

(a) performance of the Relevant Obligation has been prevented or materially impeded by reason of a Force Majeure Event;

(b) it has taken all reasonable steps, taking account of all relevant circumstances (including as to whether the event in question could reasonably have been anticipated):

(i) to avoid the occurrence of the Force Majeure Event; and

(ii) to minimise, and where practicable avoid, the effects of the Force Majeure Event on its ability to perform the Relevant Obligation; and

(c) except in the case of Clause 17.1(f), none of the Affected Party, its officers, employees or agents caused the Force Majeure Event.

17.4 Procedure for claiming relief

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

17.5 Force Majeure Notices and Reports

17.5.1 Force Majeure Notice

In relation to any Relevant Force Majeure Event:

(a) as soon as reasonably practicable after the Affected Party becomes aware, or ought reasonably to have become aware, that such Force Majeure Event qualifies for relief under this Clause 17 (and, in any event, within 72 hours of becoming aware of such circumstances), the Affected Party shall give a Force Majeure Notice; and

(b) the Force Majeure Notice shall include detailed particulars (to the extent available) of the Relevant Force Majeure Event and its consequences, its effects on the Affected

Party, the Relevant Obligations, the likely duration of such consequences and effects and the remedial measures proposed by the Affected Party to avoid or remove the Relevant Force Majeure Event or to mitigate its consequences and effects.

17.5.2 Force Majeure Report

Following the giving of a Force Majeure Notice:

(a) the Affected Party shall give a Force Majeure Report as soon as practicable, and in any event within seven days of service of the Force Majeure Notice; and

(b) the Force Majeure Report shall constitute a full report on the Relevant Force Majeure Event, amplifying the information provided in the Force Majeure Notice and containing such information as may reasonably be required by the Non-affected Party, including the effect which the Relevant Force Majeure Event is estimated to have on the Affected Party's performance of the Relevant Obligations.

17.5.3 Other information

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

17.6 Mitigation

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

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

(b) minimise the duration of such Force Majeure Event,

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

17.7 Duration of relief for force majeure

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

(a) the date on which its performance of the Relevant Obligations is no longer prevented or materially impeded by the Relevant Force Majeure Event; and

(b) the date on which such performance would no longer have been prevented or materially impeded if the Affected Party had complied with its obligations under Clause 17.6.

17.8 Availability of Performance Order

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

18 MISCELLANEOUS

18.1 Non waiver

18.1.1 No waiver

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

18.1.2 Failure or delay in exercising a right or remedy

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

18.2 Variations

18.2.1 Amendments to be in writing and to be approved

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

(a) such amendment is in writing and signed by, or on behalf of, the parties; and

(b) if it is an amendment which requires ORR's approval under section 22 of the Act, the amendment has been approved by ORR.

18.2.2 Exceptions

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

(a) an amendment made by virtue of a general approval issued by ORR under section 22 of the Act; and

(b) a modification made by virtue of Clause 18.4.2.

18.2.3 No Office of Rail and Road approval needed

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

(a) modifications effected by virtue of any of the Schedules to this contract; and

(b) modifications effected by virtue of the Network Code or the Traction Electricity Rules,

unless the relevant provision expressly states that it requires the approval of ORR.

18.2.4 Conformed copy of contract

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

18.3 Entire contract and exclusive remedies

18.3.1 Entire contract

Subject to Clause 18.3.3:

(a) this contract contains the entire agreement between the parties in relation to the subject matter of this contract;

(b) each party acknowledges that it has not been induced to enter into this contract in reliance upon, nor has it been given, any warranty, representation, statement,

agreement or undertaking of any nature whatsoever other than as expressly set out in this contract and, to the extent that this is not the case, the relevant party unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to any such matter; and

(c) neither party shall have any right to rescind or terminate this contract either for breach of contract or for misrepresentation or otherwise, except as expressly provided for in this contract.

18.3.2 Exclusive remedies

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

(a) neither party shall have any liability (including liability arising as a result of any negligence, breach of contract or breach of statutory obligation) to the other in connection with the subject matter of this contract; and

(b) the remedies provided for in this contract shall be the sole remedies available to the parties in respect of any matters for which such remedies are available.

18.3.3 Fraud, death and personal injury

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

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

(b) any right which either party may have in respect of fraudulent concealment by the other party;

(c) any right which either party may have in respect of a statement of the kind referred to in section 146 of the Act, whether or not proceedings have been instituted in that respect; or

(d) any liability which either party may have towards the other party for death or personal injury resulting from its negligence or the negligence of any of its officers, employees or agents.

18.4 Notices

18.4.1 Giving of notices

Any notice to be given under this contract:

(a) shall be in writing; and

(b) shall be duly given if signed by or on behalf of a person duly authorised to do so by the party giving the notice and delivered by hand at, or by sending it by prepaid first class post, recorded delivery or by facsimilie transmission (with confirmation copy by prepaid first class post) or by email (where the parties agree) to the relevant address or email address or facsimilie number as set out in Schedule 1. 17th

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

18.4.2 Right to modify registered company and communication details

A party shall be entitled to modify in any respect:

(a) the registered name and address details which relate to it and are set out on page one of this contract (provided that this modification shall not amount to or purport to be an assignment, transfer or novation of this contract); and

(b) the communication particulars which relate to it and which are set out in Schedule 1,

by giving notice of such modification:

(i) to the other party as soon as reasonably practicable; and

(ii) to ORR within 14 days of such modification.

18.4.3 Deemed receipt

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

(a) if sent by hand or recorded delivery, at the time of delivery;

(b) if sent by prepaid first class post from and to any place within the United Kingdom, three Working Days after posting unless otherwise proven; and

(c) if sent by Email (subject to confirmation of receipt of delivery) before 1700 hours on a Working Day, on the day of transmission and, in any other case, at 0900 hours on the next following Working Day.

18.4.4 Copyees

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

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

(b) such copy notice shall be sent immediately after the original notice.

18.5 Counterparts

This contract may be executed in two counterparts which, taken together, shall constitute one and the same document. Either party may enter into this contract by signing either of such counterparts.

18.6 Survival

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

18.7 Contracts (Rights of Third Parties) Act 1999

18.7.1 Application to third parties

Save as provided in this Clause 18.7 or as expressly provided elsewhere in this contract, no person who is not a party to this contract shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

18.7.2 Application to the Office of Rail and Road

ORR shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce directly such rights as have been granted to it under this contract.

18.7.3 Application to the Secretary of State

The Secretary of State shall have the right under the Contracts (Rights of Third Parties) Act 1999 directly to enforce Clauses 15.2 and 15.3.

18.7.4 Application of the Traction Electricity Rules to other train operators

Any Metered Train Operator, Prospective Metered Train Operator or Modelled Train Operator (as defined in the Traction Electricity Rules) shall have the right under the Contracts (Rights of Third Parties) Act 1999 directly to enforce such rights as have been granted to it under the Traction Electricity Rules.

19 TRANSITION

19.1 Corresponding Rights

In relation to any Corresponding Right:

(a) any Access Proposal or Rolled Over Access Proposal made under the Previous Access Agreement in relation to a Train Slot in respect of which there is a Corresponding Right shall:

(i) cease to have effect under the Previous Access Agreement as from the Transition Date; and

(ii) be deemed to have effect under this contract as from the Transition Date;

(b) any Train Slot which is the subject of an Access Proposal or Rolled Over Access Proposal referred to in Clause 19.1(a) shall for all purposes be treated as if it had been established in and under this contract and not the Previous Access Agreement;

(c) any consultations undertaken, notices served, matters referred to dispute resolution, agreements reached or determinations made which:

(i) are made in accordance with Parts D, F, G or H of the Network Code under the Previous Access Agreement in relation to the Engineering Access Statement or the Timetable Planning Rules, Major Projects, Vehicle Change, Network Change or train regulation; and

(ii) relate to a right under the Previous Access Agreement which is the subject of a Corresponding Right,

shall:

(A) cease to have effect under the Previous Access Agreement as from the Transition Date; and

(B) be deemed to have effect under this contract as from the Transition Date; and

(d) in applying Schedule 4, effect shall be given:

(i) in relation to any Restriction of Use which was notified before the Transition Date, to any Previous Notification Factor;

(ii) in relation to any Significant Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreement; and

(iii) in relation to any Competent Authority Restrictions of Use, to any bespoke compensation arrangements established under the Previous Access Agreement.

19.2 Definitions

In this Clause 19:

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

(a) relates to the permission of the Train Operator to use the Routes; and

(b) corresponds to a right which:

(i) existed under the Previous Access Agreement; and

(ii) ceased to have effect under the Previous Access Agreement as from the Transition Date;

"Previous Access Agreement" means the track access agreement dated 6th January 2010 between Network Rail Infrastructure Limited and Northern Rail Limited

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

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

SCHEDULE 1: CONTACT PARTICULARS

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

Network Rail Infrastructure Limited
1 Eversholt Street
London
NW1 2DN
Tel: 020 7904 4001
Email: notices@networkrail.co.uk

All written notices to be marked:
"URGENT: ATTENTION THE COMPANY SECRETARY AND SOLICITOR"
and copied to:
Route Managing Director (LNE & EM)
Network Rail
4th Floor
George Stephenson House
Toft Green
York
YO1 6JT
Tel: 01904 383145
Email: rob.mcintosh@networkrail.co.uk

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

Arriva Rail North Limited, *4th*
1 Admiral Way,
Doxford International Business Park,
Sunderland,
Tyne & Wear,
SR3 3XP.

All written notices to be marked:

“URGENT: ATTENTION Managing Director
and copied to:

Performance and Planning Director *4th*
Arriva Rail North Limited
Fourth Floor
Northern House
9 Rougier Street
York
YO1 6HZ
Email: rob.warnes@northernrailway.co.uk

SCHEDULE 2: THE ROUTES

1. In order to provide the Services, the Train Operator has permission to use the routes specified in Column 1 of Table 2.1 and Table 2.2 of Schedule 5.

2. In order to provide Services when any part of the route is unavailable, the Train Operator has permission to use any reasonable route for diversionary purposes, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question.

3. In order to make Ancillary Movements, the Train Operator has permission to use any reasonable route, subject to obtaining any necessary route clearance for the Specified Equipment over the route in question.

4. In order to Stable railway vehicles, the Train Operator has permission to use any reasonable location, subject to obtaining any necessary route clearance for the Specified Equipment for the location in question.

5. Use of all routes is subject to the Network Code.

SCHEDULE 3: COLLATERAL AGREEMENTS

1. An access agreement between (1) the Train Operator and (2) Network Rail granting the Train Operator permission to use the following stations:-

    a. Manchester Piccadilly Station; and

    b. Leeds Station; and

    c. Liverpool Lime Street Station

    in respect of which Network Rail is the facility owner.

2. An agreement under which the Train Operator agrees to become a party to the Claims Allocation and Handling Agreement and, for the purpose of Schedule 6, the Claims Allocation and Handling Agreement.

3. A franchise agreement between (1) the Train Operator and (2) the Secretary of State under the Act under which the franchisee undertakes to provide or procure the provision of all or a material part of the Services.

4. An accession agreement to the document entitled Emergency Access Code as approved or directed by ORR and, for the purpose of Schedule 6, the Emergency Access Code.

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

PART 1: NOT USED

PART 2: NOT USED

PART 3: COMPENSATION FOR RESTRICTIONS OF USE

1 Definitions

1.1 *Defined terms*

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

"Applicable Timetable"	means, in respect of any day, that part of the Working Timetable in respect of that day which is required to be drawn up in accordance with Condition D2.1.1 of the Network Code as at 22:00 hours on the day prior to that day;
"Bi-annual Timetable"	means either of the following: (a) the Corresponding Day Timetable for all days in the period from and including the Principal Change Date up to but excluding the immediately following Subsidiary Change Date; or (b) the Corresponding Day Timetable for all days from and including the Subsidiary Change Date up to but excluding the immediately following Subsidiary Change Date or Principal Change Date, as the case may be;
"Cancellation Minutes"	shall have the meaning ascribed to it in Schedule 8;
"Cap"	shall have the meaning ascribed to it in Schedule 8;
"Corresponding Day"	means, in respect of any day (the "**first day**"): (a) a day which is contained in the same Timetable Period as the first day and on which the Services scheduled in the New Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the New Working Timetable for the first day; or (b) if no day is found under paragraph (a) above, then a day which is contained in the equivalent Timetable Period for the time of year, in the year immediately preceding the Timetable Period which includes the first day and on which the Services scheduled in the New Working Timetable are the same as would have been scheduled on the first day but for Restrictions of Use reflected in the New Working Timetable for the first day; or

	(c) if no day is found under paragraph (a) or (b) above, such other day as the parties may agree or as may be determined in accordance with paragraph 12.2;
"Corresponding Day Timetable"	means, in relation to a Corresponding Day, the New Working Timetable or such other timetable as may be agreed between the parties or otherwise determined in accordance with paragraph 12.2;
"CPI"	shall have the meaning ascribed to it in Schedule 7; 17th
"Day 42 Statement"	shall have the meaning ascribed to it in paragraph 13.1(a);
"Defined Service Group Revenue"	shall have the relevant value as set out in Annex D to Part 3 of this Schedule 4;
"Disrupted"	means: (a) cancelled; (b) diverted off the Route over which it was scheduled to run in the Corresponding Day Timetable; and/or (c) starting or finishing short in comparison with the Service as timetabled in the Corresponding Day Timetable;
"First Restriction"	shall have the meaning ascribed to it in paragraph 2.12(a)(i);
"First Restriction Period"	shall have the meaning ascribed to it in paragraph 2.12(a)(ii);
"Further Restriction"	shall have the meaning ascribed to it in paragraph 2.12(a)(ii)(B);
"High Speed Diversion"	means a situation in which a Train is diverted between successive Monitoring Points such that it travels a longer distance at a higher average speed than that normally scheduled and arrives at its destination at a time later than that specified in the New Working Timetable;
"Initial Indexation Factor"	shall have the meaning ascribed to it in Schedule 7;
"Monitoring Point"	shall have the meaning ascribed to it in Schedule 8;

"Network Rail Restriction of Use"	means any Restriction of Use other than an Operator Restriction of Use;
"Notification Factor" or "NF"	shall have the meaning ascribed to it in paragraph 9;
"Off-Peak"	where applicable, has the meaning ascribed to it in Schedule 5;
"Operator Restriction of Use"	means a Restriction of Use of the type referred to in paragraph 2.3;
"Over-run"	shall have the meaning ascribed to it in paragraph 2.12(a);
"Peak"	where applicable, has the meaning ascribed to it in Schedule 5;
"Performance Monitoring System"	shall have the meaning ascribed to it in Schedule 8; 17th
"Period"	shall have the meaning ascribed to it in Schedule 8;
"Public Holiday"	means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;
"Recovery Allowance"	means an allowance for additional time incorporated in the New Working Timetable or (where the Train Operator requests that the allowance is not incorporated in the New Working Timetable and Network Rail complies with that request) the Applicable Timetable to allow a Train to regain time lost during an earlier part of its journey;
"Restriction of Use"	means, in respect of any day, any difference from the normal capability of all or any part of the of the Routes (where the normal capability of the Routes is expressed in the Applicable Timetable Planning Rules relevant to that day notified to each Timetable Participant on or before D-26) which results in: (a) a difference between the Applicable Timetable on that day as compared with the New Working Timetable in respect of that day; and/or

(b) a difference between the New Working Timetable on that day as compared with the Corresponding Day Timetable in respect of the Corresponding Day; 17th

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

"RoU Claim Notice" means a notice issued by either party pursuant to paragraph 2.8;

"RoU Direct Costs" means the aggregate amount of:

(a) bus and taxi hire costs;

(b) publicity costs;

(c) train planning and diagramming costs; and

(d) other costs directly related to the organisation and management of the Train Operator's response to a Type 2 Restriction of Use,

reasonably incurred by the Train Operator as a result of a Type 2 Restriction of Use, adjusted by:

(i) adding any increase in RoU Variable Costs; and

(ii) deducting any decrease in RoU Variable Costs;

"RoU Liability" means any costs, direct losses and expenses (including any loss of revenue) reasonably incurred or reasonably expected to be incurred by the Train Operator (including any increase in RoU Variable Costs but net of any benefit arising from the taking of a Restriction of Use including any decrease in RoU Variable Costs) as a consequence of a Type 3 Restriction of Use or any Restriction(s) of Use covered by an SPD Claim;

"RoU Losses" means any RoU Direct Costs or RoU Liability (as applicable);

"RoU Trigger Date" means, in respect of any Period, the later to occur of the following:

(a) the date on which Network Rail issues a Day 42 Statement; and

	(b) in the event of any dispute in respect of Network Rail's Day 42 Statement, the date on which such dispute is agreed or determined;
"RoU Variable Costs"	means any Train Operator costs which vary as a result of a Restriction of Use or where applicable an Over-run arising directly from changes in train mileage including maintenance, fuel or the Traction Electricity Charge and the Variable Usage Charge and the VUC Default Charge (as such terms are defined in Schedule 7); 17th
"SPD Claim"	has the meaning specified in paragraph 2.10(d);
"SPD Notice"	means a notice issued by either party pursuant to paragraph 2.10(a);
"SPD Period"	means the period of any 3 or 7 (as the case may be) consecutive Periods in which it is agreed or determined that Sustained Planned Disruption has occurred in respect of the Train Operator, together with any subsequent consecutive Period up to but excluding the first Period to occur in respect of which it is agreed or determined that the test for Sustained Planned Disruption is not satisfied in respect of the Train Operator;
"**SPD Cost Threshold No.1**"	means £684,447; 17th
"**SPD Cost Threshold No.2**"	means £1,368,893; 17th
"**SPD Revenue Threshold No.1**"	means 20% of 1/13th of the relevant Defined Service Group Revenue over three consecutive Periods; 17th
"**SPD Revenue Threshold No.2**"	means 15% of 1/13th of the relevant Defined Service Group Revenue over seven consecutive Periods; 17th
"SPD Termination Notice"	has the meaning specified in paragraph 2.10(c);
"Sustained Planned Disruption" or "SPD"	means a circumstance where: (a) the aggregate of the compensation payable in respect of a Service Group calculated in accordance with paragraph 3 for any one or more Restrictions of Use during: (i) 3 consecutive Periods is equal to or exceeds SPD Revenue Threshold No.1; or

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

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

(b) in respect of any one or more Restrictions of Use during:

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

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

"Service Code" shall have the meaning ascribed to it in Schedule 8;

"Service Group" shall have the meaning ascribed to it in Schedule 8;

"Train" shall have the meaning ascribed to it in Schedule 8;

"Train–Bus–Train Pattern" means a situation where:

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

(i) successive Monitoring Points; or

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

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

(i) between or including such successive Monitoring Points; or

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

"Type 1 Restriction of Use"	means any single Restriction of Use which does not fall within the definition of Type 2 Restriction of Use or Type 3 Restriction of Use;
"Type 2 Restriction of Use"	means: (a) a single Restriction of Use of more than 60 consecutive hours (excluding any part of that Restriction of Use which occurs during a Public Holiday); and (b) which results in a Service being Disrupted but excluding any Restriction of Use which falls within the definition of Type 3 Restriction of Use;
"Type 3 Liability Claim"	has the meaning specified in paragraph 2.7(b);
"Type 3 Restriction of Use"	means a single Restriction of Use of more than 120 consecutive hours (including any part of that Restriction of Use which occurs during a Public Holiday);
"Unplanned Over-run Period"	shall have the meaning ascribed to it in paragraph 2.12(a)(ii)(A);
"Viable Transfer Point"	a station normally served by the services operated by the Train Operator, and equipped to enable the efficient and safe transfer of trainloads of passengers to and from alternative modes of transport, and/or services operated by other Train Operators, and which the parties have agreed, and set out in Annex B, shall be used for the purpose of providing bus substitution services, and for calculating the cost of bus substitution services in accordance with the provisions of paragraph 4 "Costs compensation for Network Rail Restrictions of Use";
"Week"	means a period commencing at 00:00:00 hours on any Saturday and ending at 23:59:59 hours on the next following Friday; and
"White Period"	means any period during which the taking of a Restriction of Use would not result in any compensation being payable in accordance with paragraph 3.

1.2 *Suspension Notices*

Wherever a Suspension Notice is in force, the effects of that Suspension Notice shall be the subject of Clause 3.6 and not of this Schedule 4. A Restriction of Use shall only be treated as

a Restriction of Use to the extent that it involves a Restriction of Use of all or any part of the Routes which is not covered by the restriction under that Suspension Notice.

1.3 *Possession*

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

1.4 *White Period*

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

2 Application of this Part

2.1 *Entry into effect*

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

2.2 *Applicable Engineering Access Statement and the Network Code*

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

(a) Network Rail’s right to take Restrictions of Use under or pursuant to the Applicable Engineering Access Statement;

(b) the establishment of any amended Working Timetable under Part H of the Network Code; and

(c) any rights pursuant to the Network Code that the Train Operator may have to challenge any decision of Network Rail.

2.3 *Operator Restriction of Use*

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

(a) required as a result of any damage to the Network or Environmental Damage which in each case:

(i) arises wholly or mainly from the operations of the Train Operator or its failure to comply with its obligations under this contract; and

(ii) Network Rail demonstrates is in excess of fair wear and tear arising from use of the Network by the Train Operator;

(b) requested by the Train Operator (other than for the purposes of inspection, maintenance, renewal or repair of the Network); or

(c) required in connection with a Network Change proposed by the Train Operator under Condition G3 of the Network Code.

2.4 *Network Rail payments*

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

2.5 *Type 1 Restriction of Use*

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

2.6 *Type 2 Restriction of Use*

(a) Except where paragraph 2.6(c) applies, Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 2 Restriction of Use.

(b) If either party reasonably believes or expects that the difference between RoU Direct Costs calculated in accordance with paragraph 6 and the costs calculated under paragraph 4 would exceed £10,000 then that party will be entitled to require that the costs be calculated in accordance with paragraph 6 by serving an RoU Claim Notice within the time periods set out in paragraph 2.8.

(c) Following a request in accordance with paragraph 2.6(b), if it is agreed or determined that the difference between RoU Direct Costs calculated in accordance with paragraph 6 and the costs calculated under paragraph 4 exceeds £10,000 then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 6.

2.7 *Type 3 Restriction of Use*

(a) Except where paragraph 2.7(c) applies, Network Rail shall make payments (in accordance with the procedure in paragraph 13) calculated in accordance with paragraphs 3 and 4 to the Train Operator in respect of any Type 3 Restriction of Use.

(b) If either party reasonably believes or expects that the difference between RoU Liability calculated in accordance with paragraph 7 and the costs and losses calculated under paragraphs 3 and 4 would exceed £10,000 then that party will be entitled to require that the costs and losses be calculated in accordance with paragraph 7 instead by serving an RoU Claim Notice within the time periods set out in paragraph 2.8 (a “Type 3 Liability Claim”).

(c) Following a request in accordance with paragraph 2.7(b), if it is agreed or determined that the difference between RoU Liability calculated in accordance with paragraph 7 and the costs and losses calculated under paragraphs 3 and 4 exceeds £10,000 then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 7.

2.8 *RoU Claim Notice*

(a) Either party wishing to make a request pursuant to Clause 2.6(b) or Clause 2.7(b) must notify the other that a Restriction of Use is a Type 2 Restriction of Use or a Type 3 Restriction of Use and that the circumstances in paragraph 2.6(b) or 2.7(b) (as applicable) apply within 56 days of the RoU Trigger Date relating to the Period in which that Restriction of Use commences.

(b) The notice referred to in paragraph 2.8(a) must, if provided by the Train Operator, include details of the estimate of the RoU Direct Costs or RoU Liability (as applicable) which the Train Operator has incurred in respect of the relevant Restriction of Use.

2.9 *Changes to Restrictions of Use*

(a) Where a single Restriction of Use falls within the definition of one type of Restriction of Use and there is a change which means that no Restriction of Use occurs or that the Restriction of Use occurs as another type of Restriction of Use, then that Restriction of Use shall be treated, for the purposes of the calculation and payment of compensation, as if it had always been the latter type of Restriction of Use (or, where applicable, as if it had not been a Restriction of Use).

(b) For the purposes of paragraph 2.9(c), a Restriction of Use shall be deemed to be taken if and to the extent that it results in any difference between timetables of the type referred to in the definition of "Restriction of Use" when notified, whether or not the restriction giving rise to that Restriction of Use was subsequently cancelled in whole or in part.

(c) Subject to paragraph 2.9(d), where a change to a Restriction of Use reduces the impact of the Restriction of Use and accordingly changes its type or means that there is no Restriction of Use in accordance with paragraph 2.9(a), the Train Operator may, within 28 days of the date on which the change to the Restriction of Use was notified to the Train Operator by Network Rail, serve a notice on Network Rail which sets out any costs to which the Train Operator is already committed or has already incurred and any costs associated with responding to the Restriction of Use (both before and after the change). The Train Operator shall be entitled to recover such costs provided that such costs are reasonable and were properly committed or incurred in the circumstances. For the purposes of this paragraph 2.9(c), references to "costs" shall mean those categories of costs which the Train Operator would have been entitled to recover under this Schedule 4 for that type of Restriction of Use which the Restriction of Use was classified as prior to its change.

(d) Notwithstanding paragraph 2.9(c), where:

(i) the notice served by the Train Operator under paragraph 2.9(c) is in respect of a cancellation of a Type 1 Restriction of Use that was notified to the Train Operator less than 12 weeks before the date on which that Type 1 Restriction of Use was scheduled to occur; and

(ii) the costs to which the Train Operator is committed or which it has already incurred prior to the cancellation of the Type 1 Restriction of Use and any costs associated with responding to that cancellation, amount to £5000 or more,

the Train Operator shall be entitled to recover those costs provided that such costs are reasonable and were properly committed or incurred in the circumstances. For the purposes of this paragraph 2.9(d), references to "costs" shall mean those categories of costs described in the definition of "RoU Direct Costs" (save that references in that definition to "Type 2 Restriction of Use" shall be deemed to refer to "Type 1 Restriction of Use".

2.10 *Sustained Planned Disruption*

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

(b) Unless otherwise agreed in writing, an SPD Notice must be served no later than the day falling 56 days after the issue of the Day 42 Statement which followed the end of the relevant SPD Period and must include a short explanation of why it reasonably believes a Sustained Planned Disruption has occurred and a statement of when the SPD Period commenced.

(c) Following the issue of an SPD Notice, either party may serve a notice (an "SPD Termination Notice") stating that it reasonably believes that the relevant Sustained Planned Disruption is no longer occurring, such notice to include a short explanation of why the party serving it reasonably believes that the Sustained Planned Disruption has ceased and stating the Period in which such cessation has occurred. A party receiving an SPD Termination Notice shall within 30 days of its receipt by notice to the serving party either accept or reject the SPD Termination Notice and where it rejects the notice it shall include with its rejection notice a short explanation of why it reasonably believes the Sustained Planned Disruption is continuing. If the parties fail to reach agreement within 30 days after service of a rejection notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, either party may notify the other that the dispute resolution procedure set out in paragraph 13.3 is to apply (save that references to paragraph 13.2 shall be construed as being references to this paragraph).

(d) Following the issue of an SPD Notice the party that issued that notice must serve a claim (an "SPD Claim"):

(i) no later than the day falling 112 days after the issue of the Day 42 Statement for the last Period in the relevant SPD Period; or

(ii) where an SPD Period has exceeded 13 consecutive Periods in length or upon the termination or expiry of this contract, whichever comes first, unless otherwise agreed in writing, no later than the day falling 112 days after the issue of the Day

42 Statement which followed the 13th consecutive Period or the termination or expiry of this contract (as applicable),

whichever is the earlier.

(e) Provided a party has issued an SPD Notice in accordance with paragraph 2.10(b), nothing in paragraph 2.10(d) shall prevent that party from issuing more than one SPD Claim in respect of the same Sustained Planned Disruption, provided that:

(i) each such SPD Claim relates to a different period within the said SPD Period (so there is no double-counting); and

(ii) no SPD Claim can be issued after the last day for serving notice specified under paragraph 2.10(d).

(f) An SPD Claim must include details of when and why that party reasonably believes that a Sustained Planned Disruption has occurred and in particular:

(i) if the claim is made by the Train Operator, such details as may reasonably be available of the RoU Liability which the Train Operator has incurred or reasonably expects to incur in respect of the relevant Restrictions of Use during the SPD Period; or

(ii) if the claim is made by Network Rail, the reasons why Network Rail reasonably believes that the Train Operator has been overcompensated or may be overcompensated by more than the relevant amount.

(g) Following the service of an SPD Claim, if and to the extent it is agreed or determined that a Sustained Planned Disruption has occurred in the period covered by the claim then the relevant party shall make payments to the other (in accordance with the procedure in paragraph 13) calculated in accordance with paragraph 8 in respect of the SPD Period (or where applicable the part of the SPD Period) covered by the SPD Claim.

2.11 *Early notice of RoU Losses*

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

and disruption in respect of any Restriction(s) of Use. Unless otherwise agreed, the timescales for claiming RoU Losses shall still apply.

2.12 Over-runs

(a) For the purposes of this paragraph 2.12, an over-run (“Over-run”) occurs where:

(i) there is a Restriction of Use which is not an Operator Restriction of Use (the "First Restriction");

(ii) following the end of the relevant period of difference between timetables referred to in sub-paragraphs (a) and (b) of the definition of Restriction of Use which served to establish the existence of that Restriction of Use (the "First Restriction Period"), there is either:

(A) a further period of at least one hour during which Services are Disrupted due to (1) any incident attributed under Schedule 8 to circumstances arising from any restriction of operation of the Network which are a consequence of the First Restriction or (2) any act or omission in connection with any activities planned or undertaken which are directly attributable to the First Restriction (including any failure to remove the First Restriction by the time scheduled for its removal in the Applicable Engineering Access Statement) but excluding any act or omission by the Train Operator for which it would be allocated responsibility under this contract (the "Unplanned Over-run Period"); and/or

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

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

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

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

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

(ii) lasts for more than one hour; and

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

then the Unplanned Over-run Period element of that Over-run (but not the relevant First Restriction Period or the period of any Further Restriction) shall for the purposes

only of calculating RoU Direct Costs be deemed to constitute a Type 2 Restriction of Use.

(d) For the purposes of calculating RoU Liability under paragraph 7 (when it is agreed or determined that the requirements of paragraph 2.7(c) are satisfied) or paragraph8 when there is agreed or determined to be a Sustained Planned Disruption, the amount of the RoU Liability shall be calculated:

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

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

(A) any reduction in RoU Variable Costs;

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

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

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

3 Revenue loss compensation for Network Rail Restrictions of Use

3.1 *Basis for calculations*

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

3.2 *Separate calculations*

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

(a) Network Rail Restrictions of Use which are taken into account in the New Working Timetable; and

(b) Network Rail Restrictions of Use which are not so taken into account but are taken into account in the Applicable Timetable.

3.3 *Meaning of T1 and T2*

In paragraph 3.4:

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

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

3.4 *Formula*

The formula referred to in paragraph 3.1 is as follows:

$$NRP = \sum\left(\left(WACM + NREJT\right) \bullet BF \bullet NRPR \bullet NF\right)$$

where:

(z) NRP is the Network Rail Payment;

(a) Σ is the sum across all Network Rail Restrictions of Use and all Restriction of Use Days in the Period;

(b) WACM is the weighted average of Cancellation Minutes for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

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

where:

CM is the Cancellation Minutes for the Service Group in question specified in column F of Appendix 1 to Schedule 8; [17th]

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

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

MPW is the weighting attributable to the Monitoring Point, as specified in column K of Appendix 1 to Schedule 8; [17th]

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

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

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

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

where:

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

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

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

if otherwise,

EJT is the lesser of:

(i) the number of minutes specified as the Cap for the Service Group in column G of Appendix 1 to Schedule 8; and 17th

(ii) AJT ● ((u-v)/v),

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

where:

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

u is the average speed of Trains in the Service Group scheduled for that day in T1, and shall be equal to the aggregate of the number of miles scheduled to be run in T1 by such Trains divided by the aggregate of the Journey Times scheduled in T1 in respect of such Trains; and

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

and for the purposes of this paragraph 3.4:

“Journey”

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

"Journey Time"

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

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

$$BF = \Sigma \left(\frac{MPW \bullet SS}{AS}\right)$$

where:

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

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

(e) NRPR is the Network Rail payment rate specified in column C of Appendix 1 to Schedule 8, as indexed according to the relevant provisions of Schedule 8. 17th

3.5 *High Speed Diversions*

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

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

where:

ANRP is the additional Network Rail payment;

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

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

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

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

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

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

3.6 *Train-Bus-Train Patterns*

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

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

where:

ANRP is the additional Network Rail payment;

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

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

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

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

DV shall have the value of 0.125,

provided that if:

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

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

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

4 Costs compensation for Network Rail Restrictions of Use

4.1 *Basis for calculations*

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

4.2 *Cost compensation formula*

The formula referred to in paragraph 4.1 is as follows:

Cost compensation = $\sum$ (RRBC + TMC)

where:

(a) $\sum$ is the sum across all applicable Network Rail Restrictions of Use and all Restriction of Use Days in the Period;

(b) RRBC is the rail replacement bus cost, for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula:

RRBC = EBM x EBMPR

Where:

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

EBMPR is the payment rate per EBM, which is £10.73. 17th

If there is full bus replacement

EBM = EBMW x FBRmiles

If there is partial bus replacement

EBM = EBMW x 0.5 x PBRmiles x ITS

If there is no bus replacement (as set out in Annex B to this Part 3 of Schedule 4)

EBM = EBMW x 0

where:

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

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

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

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

(c) TMC is the cost or saving, expressed in pence per train mile and rounded to two decimal places, resulting from train mileage change, for the Service(s) (or part(s) thereof) in that Service Group as a result of a Network Rail Restriction of Use, calculated according to the following formula: 17th

TMC = TM x TMPR

where:

TM is the change in train mileage; and

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

5 Estimated bus miles change mechanism

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

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

5.2 *Procedure for amendments to Annex B*

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

(i) where such change relates to a forthcoming timetable change, on or before the first day of the month which falls 6 months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and

(ii) in any other case prior to the date from which it proposes such change shall have effect.

(b) Any notice under sub-paragraph 5.2(a) shall specify as far as possible that party's proposed amendments to Annex B. Promptly following the service of any such notice the parties shall endeavour to agree whether Annex B should be amended in accordance with this paragraph 5 and if so the amendments.

(c) If the parties fail to reach agreement within 90 days after service of the relevant notice, or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, the matter may be referred for resolution in accordance with the ADRR.

In respect of any such dispute which is referred for resolution under the ADRR the parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum shall have regard to any relevant criteria and/or policy statement most recently issued by ORR.

(d) Any amendment to Annex B shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this paragraph 5, the parties shall use all reasonable endeavours to ensure that ORR is furnished with such amendment and sufficient information and evidence as it shall require to determine whether or not to approve the amendment.

(e) Any amendment to Annex B shall apply with effect from:

(i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 5.2 (a) (i) applies); or

(ii) subject to paragraph 5.2 (d) the date proposed by the party requesting the change in accordance with paragraph 5.2 (a) (ii) (unless otherwise agreed by the parties or determined by the expert in relation to the change).

5.3 *Costs of implementing amendment*

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

6 RoU Direct Costs compensation for Type 2 Restrictions of Use

6.1 *Compensation arrangements*

(a) Following receipt of an RoU Claim Notice in respect of a Type 2 Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Direct Costs compensation to be paid by one party to the other in respect of such Type 2 Restriction of Use and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.

(b) Once the compensation referred to in paragraph 6.1(a) has been agreed or determined (and has been compared against any amounts calculated under paragraph 4 together with any other amounts paid or due to the Train Operator from Network Rail in relation to such Restriction of Use) then, in the event of:

(i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator shall be the full amount of the RoU Direct Costs actually incurred by the Train Operator less any amounts calculated under paragraph 4 which have already been paid or are due for such Restriction of Use and any other amounts in respect of any RoU Direct Costs received by the Train Operator from Network Rail in respect of such Restriction of Use; or

(ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator which was calculated under paragraph 4 and the RoU Direct Costs actually incurred by the Train Operator in respect of such Restriction of Use.

(c) Network Rail shall include in the statement provided by it in respect of each Period under paragraph 13.1(a) details of the compensation agreed or determined under this paragraph 6 and paragraph 10 to be payable in respect of any Type 2 Restriction of Use taken in that Period and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

7 RoU Liability compensation for Type 3 Restrictions of Use

7.1 *Compensation arrangements*

(a) Following receipt of an RoU Claim Notice in respect of a Type 3 Restriction of Use, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Liability compensation to be paid by one party to the other in respect of the Type 3 Restriction of Use and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.

(b) Once the compensation referred to in paragraph 7.1(a) has been agreed or determined (and has been compared against the aggregate of any amounts calculated under paragraphs 3 and 4 together with any other amounts paid or due to the Train Operator from Network Rail in relation to such Restriction of Use) then, in the event of:

(i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator shall be the full amount of the RoU Liability actually incurred by the Train Operator less any amounts calculated under paragraphs 3 and 4 which have already been paid or are due for such Restriction of Use and any other amounts received by the Train Operator from Network Rail in respect of such Restriction of Use; or

(ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator which was calculated under paragraphs 3 and 4 and the RoU Liability actually incurred by the Train Operator in respect of such Restriction of Use.

(c) Network Rail shall include in the statement provided by it in respect of each Period under paragraph 13.1(a) details of the compensation agreed or determined under this paragraph 7 and paragraph 10 to be payable in respect of any Type 3 Restriction of Use taken in that Period and that compensation shall be due and payable by the relevant party to the other in accordance with paragraph 13.1.

8 Sustained Planned Disruption payments

8.1 *Payment arrangements*

(a) Following an agreement or determination that a Sustained Planned Disruption has occurred during an SPD Period, Network Rail and the Train Operator shall (if they have not already done so) commence negotiations in respect of the RoU Liability compensation to be paid by one party to the other in respect of the Restrictions of Use during the relevant SPD Period and, subject to paragraph 10, shall continue such negotiations in good faith until they are concluded.

(b) Once the compensation referred to in paragraph 8.1(a) has been agreed or determined (and has been compared against the aggregate of any amounts calculated under paragraphs 3 and 4 together with any other amounts paid or due to the Train Operator from Network Rail in respect of such Restriction of Use) then, in the event of:

(i) a shortfall for the Train Operator, the compensation to be paid by Network Rail to the Train Operator in respect of the Restrictions of Use during the relevant SPD Period shall be the full amount of the RoU Liability actually incurred by the Train Operator less any amounts calculated under paragraphs 3 and 4 which have already been paid or are due for Restrictions of Use during the relevant SPD Period and any other amounts received by the Train Operator from Network Rail in respect of such Restrictions of Use; or

(ii) an overpayment by Network Rail to the Train Operator, the compensation to be paid by the Train Operator to Network Rail shall be the difference between the amount received by the Train Operator for Restrictions of Use during the relevant SPD Period and the RoU Liability actually incurred by the Train Operator during the same SPD Period.

(c) Following any agreement or determination of an amount to be paid by one party to the other in respect of a Sustained Planned Disruption that amount shall (subject to the terms of any compensation arrangements agreed in writing between the parties) be due and payable by one party to the other in accordance with paragraph 13.1.

(d) Where a Sustained Planned Disruption applies due to a circumstance which it is agreed or determined affects a part only of the Train Operator's services (including whether by reference to geographic location or Service Group), then in agreeing or determining the RoU Liability in respect of that SPD the RoU Liability in respect of the part of the Train Operator's services not affected by that circumstance shall (unless otherwise proven) be presumed to be equal to the payments made under paragraphs 3 and 4 of this Schedule 4 in respect of those other services.

9 Notification Factors

9.1 *Early notification*

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

(a) the Network Rail Restriction of Use is reflected in the New Working Timetable; or

(b)

(i) details of the Network Rail Restriction of Use are notified to the Train Operator on or before D-26 for the Timetable Period in respect of the Restriction of Use Day but, at the request of the Train Operator (as accepted by Network Rail), are not reflected in the New Working Timetable; and

(ii) subject to paragraph 9.1(b)(iii), the Network Rail Restriction of Use is reflected in the Working Timetable as set out in the Performance Monitoring System at 22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or 17th

(iii) where paragraph 9.1(b)(ii) does not apply because the Train Operator has failed to give Network Rail a revised Access Proposal in accordance with Condition D3.4.9 of the Network Code, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

9.2 *Notification by TW-22*

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

(a) details of the Network Rail Restriction of Use are notified to the Train Operator by TW --22; and

(b)

(i) the Network Rail Restriction of Use is reflected in the Working Timetable as set out in the Performance Monitoring System at 22:00 hours on the day which is 12 Weeks before the Restriction of Use Day; or 17th

(ii) where paragraph 9.2(b)(i) does not apply because the Train Operator has failed to give Network Rail a revised Access Proposal in accordance with Condition D3.4.9 of the Network Code, the Network Rail Restriction of Use is reflected in the Applicable Timetable in respect of the Restriction of Use Day.

9.3 *Late Notification*

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

10 Dispute resolution

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

11 Schedule 8 application

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

12 Restriction of Use Day and Corresponding Day

12.1 *Information provision*

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

12.2 *Corresponding Day*

(a) If, for the purpose of identifying a Corresponding Day, no day is found under paragraph (a), (b) or (c) of the definition "Corresponding Day" and the parties have failed to reach agreement on the Corresponding Day by the date falling eight Weeks before the relevant Timetable Change Date then either party may require that the identification of the Corresponding Day be resolved as a dispute in accordance with the ADRR.

(b) The parties shall agree in a Procedure Agreement, as defined in the ADRR, that the relevant ADRR Forum's remit shall be to:

(i) reach a decision which is fair and reasonable; and

(ii) identify the day in either any version of the Working Timetable or any version of the New Working Timetable on or before D -26 in either case which has been produced in accordance with the Network Code as at the Restriction of Use Day and which most closely reflects the Services which would have been scheduled on the first day (as that term is used in the definition of Corresponding Day save that in respect of any Restriction of Use lasting more than two Timetable Periods, the first day may occur in any year preceding the Timetable Period) but for Restrictions of Use reflected in the New Working Timetable for the first day; or

(iii) where a Corresponding Day cannot be identified in accordance with paragraph 12.2(b)(ii) above, determine a notional Corresponding Day. The relevant ADRR

Forum may have regard, where appropriate, to any pattern of services which may reasonably be expected to be operated during the relevant period when the Restriction of Use is being taken in the event of the permanent absence of any Corresponding Day.

13 Payment procedures

13.1 *Network Rail Restrictions of Use*

(a) Within 14 days after the end of each Period, Network Rail shall provide to the Train Operator a statement (the "Day 42 Statement") showing:

(i) all Network Rail Restrictions of Use taken during that Period;

(ii) any compensation calculated in accordance with paragraphs 3 and/or 4 payable by Network Rail in respect of the Network Rail Restrictions of Use identified; and

(iii) following any agreement or determination in the Period referred to in paragraph 13.1(a) of any RoU Losses in respect of a Type 2 Restriction of Use, a Type 3 Restriction of Use or a Sustained Planned Disruption (as applicable), any payment to be made by one party to the other,

in sufficient detail to enable the Train Operator to make an informed assessment thereof.

(b) The aggregate liabilities of Network Rail and the Train Operator, in respect of any and all compensation for which either is liable to the other under this Part 3 and under Part 5 in respect of each Period shall, to the extent that such compensation is not under dispute, be set off against each other and the balance (if any) shall be payable by Network Rail or the Train Operator, as the case may be, within 35 days after the end of that Period.

13.2 *Disputes*

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

13.3 *Dispute resolution*

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

(a) within seven days of service of any notice under paragraph 13.2, the parties shall meet to discuss the disputed aspects of the statement with a view to resolving all disputes in good faith;

(b) if, within seven days of that meeting (the "first meeting"), the parties are for any reason still unable to agree the disputed aspects of the statement, each party shall promptly (and in any event within seven days) prepare a written summary of the disputed aspects of the statement and the reasons for each such dispute and shall submit the summaries to the senior officer of each party;

(c) within 28 days of the first meeting, the senior officers shall meet with a view to resolving all disputes;

(d) if no resolution results within 14 days of that meeting, either party may refer the matter for resolution in accordance with the ADRR.

13.4 *Payments in the event of a dispute*

Where any amount under paragraph 13.1 is in dispute:

(a) the undisputed amount shall be paid in accordance with paragraph 13.1;

(b) the disputed amount shall be paid within 28 days after the dispute is resolved or determined to the extent that the amount in dispute is adjudged or resolved to be payable; and

(c) the disputed amount shall carry interest (incurred daily and compounded monthly) at the Default Interest Rate from the date on which such amount would but for such dispute have been due to be paid until the date of payment.

14 Indexation

14.1 The formula applicable to this paragraph 14 is:

$$R_t = R_{t-1} \times \left(1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}}\right)$$

where:

R_t is the relevant value in the Relevant Year t;

R_{t-1} is the relevant value in the Relevant Year t-1;

CPI_{t-1} means the CPI published or determined with respect to the month of November in Relevant Year t-1; and

CPI_{t-2} means the CPI published or determined with respect to the month of November in Relevant Year t-2. [17th]

14.2 Each of the EBMPR and TMPR (respectively defined in paragraph 4.2) and Defined Service Group Revenues shall be adjusted in respect of Periods in Relevant Year t in accordance with the formula set out in paragraph 14.1 except that in relation to the Relevant Year commencing on 1 April 2019[17th], R_t shall have the value specified in:

(a) paragraph 4.2 in respect of the EBMPR, multiplied by the Initial Indexation Factor;

(b) in Annex C to this Part 3 of Schedule 4 in respect of TMPR, multiplied by the Initial Indexation Factor;

(c) in Annex D to this Part 3 of Schedule 4 in respect of the Defined Service Group Revenues, multiplied by the Initial Indexation Factor,

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

14.3 Each of the SPD Cost Threshold No.1 and SPD Cost Threshold No.2 shall be adjusted in respect of Periods in Relevant Year in accordance with the formula set out in paragraph 14.1 except that in relation to the Relevant Year commencing on 1 April 2019[17th], R_t shall have the relevant value specified in the definition of “SPD Cost Threshold No.1”, multiplied by the Initial Indexation Factor; or “SPD Cost Threshold No. 2”, multiplied by the Initial Indexation Factor; as appropriate, set out in paragraph 1.1 of this Schedule 4 and in the next following Relevant Year R_{t-1} shall respectively have the same value.

Annex A to Part 3 of Schedule 4 – Notification Factors *17th*

	A	B	C	D	E
Service Group Description	**Service Group Code**	**Type**	**By D-26**	**By TW-22**	**After TW-22**
First Transpennine Express Limited					
North Trans Pennine	EA01	All Trains	0.36	0.36	0.93
South Trans Pennine	EA02	All Trains	0.36	0.36	0.93
Preston - Scotland	EA07	All Trains	0.36	0.36	0.93
Abellio East Anglia Limited					
Southend & Southminster	EB02	Off-Peak	0.44	0.44	0.92
Southend & Southminster	EB02	Peak	0.44	0.44	0.92
Great Eastern Outers	EB03	Off-Peak	0.44	0.44	0.92
Great Eastern Outers	EB03	Peak	0.44	0.44	0.92
Anglia Inter City	EB04	Off-Peak	0.44	0.44	0.92
Anglia Inter City	EB04	Peak	0.44	0.44	0.92
Anglia Locals	EB05	All Trains	0.36	0.36	0.93
West Anglia Outers	EB06	Off-Peak	0.44	0.44	0.92
West Anglia Outers	EB06	Peak	0.44	0.44	0.92
West Anglia Inners	EB07	Off-Peak	0.69	0.69	0.90
West Anglia Inners	EB07	Peak	0.69	0.69	0.90
Grand Central Railway Company Limited					
Kings x - Sunderland	EC01	All Trains	0.44	0.44	0.92
Kings x - Bradford	EC02	All Trains	0.44	0.44	0.92
Arriva Rail North Limited					
Tyne, Tees & Wear	ED01	All Trains	0.36	0.36	0.93
Lancashire & Cumbria	ED02	All Trains	0.36	0.36	0.93
West & North Yorkshire Inter Urban	ED04	All Trains	0.36	0.36	0.93

	A	B	C	D	E
Service Group Description	**Service Group Code**	**Type**	**By D-26**	**By TW-22**	**After TW-22**
West & North Yorkshire Local	ED05	All Trains	0.60	0.60	0.88
South & East Yorkshire Inter Urban	ED06	All Trains	0.36	0.36	0.93
South & East Yorkshire Local	ED07	All Trains	0.36	0.36	0.93
North Manchester	ED08	Off-Peak	0.36	0.36	0.93
North Manchester	ED08	Peak	0.36	0.36	0.93
Merseyrail City Lines	ED09	All Trains	0.36	0.36	0.93
South Manchester	ED10	Off-Peak	0.36	0.36	0.93
South Manchester	ED10	Peak	0.36	0.36	0.93
Lancashire & Cumbria Inter Urban	ED11	All Trains	0.36	0.36	0.93
First Greater Western Limited					
London - Bristol	EF01	All Trains	0.44	0.44	0.92
London - South Wales	EF02	All Trains	0.44	0.44	0.92
London - Cotswolds	EF03	All Trains	0.44	0.44	0.92
London - West Of England	EF04	All Trains	0.44	0.44	0.92
Outer Thames Valley - London	EF05	Off-Peak	0.44	0.44	0.92
Outer Thames Valley - London	EF05	Peak	0.44	0.44	0.92
Inner Thames Valley - London	EF06	Off-Peak	0.69	0.69	0.90
Inner Thames Valley - London	EF06	Peak	0.69	0.69	0.90
Reading & Oxford Suburban	EF07	All Trains	0.69	0.69	0.90
Thames Valley Branches	EF08	All Trains	0.69	0.69	0.90
North Downs	EF09	All Trains	0.44	0.44	0.92
Bristol Suburban	EF10	All Trains	0.36	0.36	0.93
Devon	EF11	All Trains	0.36	0.36	0.93
Plymouth & Cornwall	EF12	All Trains	0.36	0.36	0.93

	A	B	C	D	E
Service Group Description	**Service Group Code**	**Type**	**By D-26**	**By TW-22**	**After TW-22**
South Wales - South Coast	EF13	All Trains	0.36	0.36	0.93
XC Trains Limited					
CrossCountry Inter City	EH01	All Trains	0.36	0.36	0.93
CrossCountry Local & Provincial	EH02	All Trains	0.36	0.36	0.93
West Midlands Trains Limited					
West Midlands - Snow Hill	EJ01	Off-Peak	0.36	0.36	0.93
West Midlands - Snow Hill	EJ01	Peak	0.36	0.36	0.93
Trent Valley	EJ02	All Trains	0.36	0.36	0.93
West Midlands - New Street (Local)	EJ03	Off-Peak	0.60	0.60	0.88
West Midlands - New Street (Local)	EJ03	Peak	0.60	0.60	0.88
West Midlands Inter Urban	EJ04	All Trains	0.36	0.36	0.93
WCML: London - Northampton	EJ05	Off-Peak	0.44	0.44	0.92
WCML: London - Northampton	EJ05	Peak	0.44	0.44	0.92
WCML: Branches	EJ06	All Trains	0.60	0.60	0.88
Arriva Rail London Limited					
Orbitals	EK01	Off-Peak	0.69	0.69	0.90
Orbitals	EK01	Peak	0.69	0.69	0.90
London - Watford (D.C Lines)	EK02	Off-Peak	0.69	0.69	0.90
London - Watford (D.C Lines)	EK02	Peak	0.69	0.69	0.90
East London Lines	EK03	Off-Peak	0.69	0.69	0.90
East London Lines	EK03	Peak	0.69	0.69	0.90
ARL West Anglia	EK04	Off-Peak	0.69	0.69	0.90
ARL West Anglia	EK04	Peak	0.69	0.69	0.90
Romford – Upminster	EK05	All Trains	0.69	0.69	0.90

	A	B	C	D	E
Service Group Description	**Service Group Code**	**Type**	**By D-26**	**By TW-22**	**After TW-22**
East Midlands Trains Limited					
East Midlands Local	EM01	All Trains	0.36	0.36	0.93
East Midlands Regional	EM02	All Trains	0.36	0.36	0.93
Liverpool - Norwich	EM03	All Trains	0.36	0.36	0.93
East Midlands Inter City	EM04	All Trains	0.44	0.44	0.92
East Midlands Inter Urban	EM05	All Trains	0.44	0.44	0.92
Serco Caledonian Sleepers Limited					
Sleepers	ES01	All Trains	0.44	0.44	0.92
Govia Thameslink Railway Limited					
Thameslink North Outer (MML)	ET01	Off Peak	0.44	0.44	0.92
Thameslink North Outer (MML)	ET01	Peak	0.44	0.44	0.92
Thameslink Sussex Outer	ET02	Off Peak	0.44	0.44	0.92
Thameslink Sussex Outer	ET02	Peak	0.44	0.44	0.92
Thameslink South Metro	ET03	Off Peak	0.69	0.69	0.90
Thameslink South Metro	ET03	Peak	0.69	0.69	0.90
Great Northern Metro	ET04	Off Peak	0.69	0.69	0.90
Great Northern Metro	ET04	Peak	0.69	0.69	0.90
Great Northern Outer	ET05	Off Peak	0.44	0.44	0.92
Great Northern Outer	ET05	Peak	0.44	0.44	0.92
Southern Coastway	ET07	All Trains	0.44	0.44	0.92
Southern Outer	ET08	Off Peak	0.44	0.44	0.92
Southern Outer	ET08	Peak	0.44	0.44	0.92
Southern Metro	ET09	Off Peak	0.69	0.69	0.90
Southern Metro	ET09	Peak	0.69	0.69	0.90

	A	B	C	D	E
Service Group Description	**Service Group Code**	**Type**	**By D-26**	**By TW-22**	**After TW-22**
Southern West London Line	ET10	Off Peak	0.44	0.44	0.92
Southern West London Line	ET10	Peak	0.44	0.44	0.92
Gatwick Express	ET11	Off Peak	0.31	0.31	0.90
Gatwick Express	ET11	Peak	0.31	0.31	0.90
Thameslink North Metro (MML)	ET12	Off Peak	0.69	0.69	0.90
Thameslink North Metro (MML)	ET12	Peak	0.69	0.69	0.90
Thameslink Kent Outer	ET13	Off Peak	0.44	0.44	0.92
Thameslink Kent Outer	ET13	Peak	0.44	0.44	0.92
MTR Corporation (Crossrail) Limited					
Crossrail East	EX01	Off-Peak	0.69	0.69	0.90
Crossrail East	EX01	Peak	0.69	0.69	0.90
Crossrail West	EX02	Off-Peak	0.31	0.31	0.90
Crossrail West	EX02	Peak	0.31	0.31	0.90
Abellio ScotRail Limited					
Express	HA01	All Trains	0.36	0.36	0.93
East Coast Suburban	HA02	All Trains	0.36	0.36	0.93
South West Rural	HA03	All Trains	0.36	0.36	0.93
Highland Rural	HA04	All Trains	0.36	0.36	0.93
Ayrshire and Inverclyde	HA05	All Trains	0.36	0.36	0.93
Glasgow Suburban South	HA06	All Trains	0.36	0.36	0.93
Glasgow Suburban North	HA07	All Trains	0.36	0.36	0.93
North Electrics & Argyle Line	HA08	All Trains	0.36	0.36	0.93
London North Eastern Railway Limited					
ANGLO - SCOTTISH	HB01	All Trains	0.44	0.44	0.92

	A	B	C	D	E
Service Group Description	**Service Group Code**	**Type**	**By D-26**	**By TW-22**	**After TW-22**
WEST YORKSHIRE	HB02	All Trains	0.44	0.44	0.92
WEST YORKHIRE (Kings X - Bradford / Hull)	HB04	All Trains	0.44	0.44	0.92
ANGLO - SCOT (Aberdeen / Inverness)	HB05	All Trains	0.44	0.44	0.92
East Coast Trains Limited					
London - Edinburgh		All Trains	0.44	0.44	0.92
Merseyrail Electrics 2002 Limited					
Northern Lines	HE01	All Trains	0.60	0.60	0.88
Wirral Lines	HE02	All Trains	0.60	0.60	0.88
West Coast Trains Limited					
London Euston - Birmingham/Wolverhampton	HF01	All Trains	0.44	0.44	0.92
London Euston - North Wales	HF02	All Trains	0.44	0.44	0.92
London Euston - Manchester	HF03	All Trains	0.44	0.44	0.92
London Euston - Liverpool	HF04	All Trains	0.44	0.44	0.92
London Euston - Carlisle/Scotland	HF06	All Trains	0.44	0.44	0.92
London - Scotland via West Midlands	HF08	All Trains	0.44	0.44	0.92
Keolis Amey Operations / Gweithrediadau Keolis Amey Limited					
South, West & Central Wales	HL02	All Trains	0.36	0.36	0.93
Wales to England	HL03	All Trains	0.36	0.36	0.93
Cambrian	HL04	All Trains	0.36	0.36	0.93
Cardiff Valleys	HL05	Off-Peak	0.60	0.60	0.88
Cardiff Valleys	HL05	Peak	0.60	0.60	0.88
Marches	HL06	All Trains	0.36	0.36	0.93
North Wales Rural	HL07	All Trains	0.36	0.36	0.93
Inter Urban North Wales	HL08	All Trains	0.36	0.36	0.93

	A	B	C	D	E
Service Group Description	**Service Group Code**	**Type**	**By D-26**	**By TW-22**	**After TW-22**
The Chiltern Railway Company Limited					
Met	HO01	Off-Peak	0.69	0.69	0.90
Met	HO01	Peak	0.69	0.69	0.90
Birmingham	HO02	Off-Peak	0.44	0.44	0.92
Birmingham	HO02	Peak	0.44	0.44	0.92
Joint	HO03	Off-Peak	0.69	0.69	0.90
Joint	HO03	Peak	0.69	0.69	0.90
Oxford	HO04	Off-Peak	0.44	0.44	0.92
Oxford	HO04	Peak	0.44	0.44	0.92
Trenitalia c2c Limited					
London-Southend/Shoeburyness (HT02op)	HT01	Off-Peak	0.44	0.44	0.92
London-Southend/Shoeburyness (HT01p)	HT01	Peak	0.44	0.44	0.92
London & South Eastern Railway Limited					
Kent Mainline (Off Peak)	HU01	All Trains	0.44	0.44	0.92
Kent Metro (Off Peak)	HU02	All Trains	0.44	0.44	0.92
Kent Rural	HU03	All Trains	0.69	0.69	0.90
Kent Mainline (Peak)	HU04	All Trains	0.44	0.44	0.92
Kent Metro (Peak)	HU05	All Trains	0.44	0.44	0.92
Kent High Speed (Peak)	HU06	All Trains	0.44	0.44	0.92
Kent High Speed (Off Peak)	HU07	All Trains	0.44	0.44	0.92
First MTR South Western Trains Limited					
Main Suburban	HY01	Off-Peak	0.69	0.69	0.90
Main Suburban	HY01	Peak	0.69	0.69	0.90
South Hampshire Locals	HY02	All Trains	0.44	0.44	0.92

	A	B	C	D	E
Service Group Description	**Service Group Code**	**Type**	**By D-26**	**By TW-22**	**After TW-22**
Waterloo - West England	HY03	Off-Peak	0.44	0.44	0.92
Waterloo - West England	HY03	Peak	0.44	0.44	0.92
Waterloo - Farnham / Alton	HY04	Off-Peak	0.44	0.44	0.92
Waterloo - Farnham / Alton	HY04	Peak	0.44	0.44	0.92
Windsor Inners	HY05	Off-Peak	0.69	0.69	0.90
Windsor Inners	HY05	Peak	0.69	0.69	0.90
Windsor Outers	HY06	Off-Peak	0.69	0.69	0.90
Windsor Outers	HY06	Peak	0.69	0.69	0.90
Waterloo - Portsmouth	HY07	Off-Peak	0.44	0.44	0.92
Waterloo - Portsmouth	HY07	Peak	0.44	0.44	0.92
Waterloo - Weymouth	HY08	Off-Peak	0.44	0.44	0.92
Waterloo - Weymouth	HY08	Peak	0.44	0.44	0.92
Hull Trains Company Limited					
Kings Cross - Hull	PF01	All Trains	0.44	0.44	0.92

Service Groups Listing

ED01	Tyne Tees & Wear	ED01 791 Newcastle-Darlington-Saltburn
		ED01 792 Newcastle -Sundrlnd/Seahm (T&W PTE & DTP)
		ED01 793 Newcastle - Carlisle (DTP)
		ED01 794 Newcastle - Alnmouth - Chathill (DTP)
		ED01 796 Newcastle - Hexham Locals (DTP)
		ED01 800 Middlesborough - Whitby (DTP)
		ED01 801 Bish Auckland-Darlton-Salburn/H'pool(DTP)
ED02	Lancashire & Cumbria Local	ED02 239 Blackpool Nth - Carlisle (Dalesrail)
		ED02 350 Clitheroe/Clne/Blckbn-Prstn-Bpool Nth/Sth
		ED02 351 Preston - Ormskirk
		ED02 352 Preston/Lancaster - Morecambe/Heysham
		ED02 354 Preston/Lancaster - Barrow
		ED02 358 Barrow/Millom - Whitehaven - Carlisle
ED04	West & North Yorkshire Inter Urban	ED04 737 Leeds - Pre - Bpn
		ED04 151 Leeds-Steeton-Carlisle
		ED04 830 Leeds-Harrogate-Knaresborough
		ED04 835 Leeds - Selby (WY PTE & DTP)
		ED04 837 Leeds - York (WY PTE & DTP)
		ED04 868 Leeds - Bdi - Hfx - Hebden Bridge
		ED04 869 Leeds - Steeton - Lan/Morecambe
		ED04 871 Leeds - Manchester Victoria
ED05	West & North Yorkshire Local	ED05 810 Leeds - Moorthorpe - Sheffield
		ED05 818 Leeds - Bradford Forster Square
		ED05 819 Leeds - Ilkley
		ED05 820 Bradford Forster Square - Skipton
		ED05 821 Bradford Forster Square - Ilkley
		ED05 822 Wakefield - Knottingley

		ED05 824 YLeeds - Doncaster
		ED05 841 Leeds - Knottingley - Goole
		ED05 870 Leeds - Skipton
		ED05 874 Leeds - Huddersfield
ED06	South & East Yorkshire Inter Urban	ED06 806 York - Selby/Hull
		ED06 807 Shffld-Dncstr-Adwck/Slby via RthmCentral
		ED06 808 Sheffield - Hull / Sheffield - Hull
		ED06 816 Doncaster - Goole - Hull
		ED06 825 Doncaster - Scunthorpe
		ED06 838 Hull-Bridlington-Scarboro'
ED07	South & East Yorkshire Local	ED07 802 Leeds-Barnsley-Sheffield/Wakefield
		ED07 803 Huddrsfld - Penistone - Brnsly - Sheffld
		ED07 804 Meadwhall/Sheffld/Kiveton Park - Lincoln
		ED07 805 Retford/Gainsborough - Cleethorpes
		ED07 826 Cleethorpes - Barton On Humber
		ED07 845 Sheffield - York
		ED07 853 Sheffield/Barnsley-Leeds
ED08	North Manchester (Peak)	
ED08	North Manchester (Off Peak)	ED08 220 (OP) Mcv - Stalybridge/Greenfield
		ED08 222 (OP) Mcv - Shaw /Rochdale via Oldham
		ED08 223 (OP) Manchester Victoria - Bolton
		ED08 224 (OP) Mco/Mcv - Bon/Wigan Wallgate
		ED08 225 (OP) Mcv - Atn - Wgw - Southp't
		ED08 240 (OP) Wigan Wallgate - Kirkby
		ED08 242 (OP) Mcv/Rochdale - Todmorden
		ED08 349 (OP) Mcm-Pre/Mcv/Bon/Bbn-Clh
ED09	Merseyrail City Lines	ED09 236 Manchester Oxford Road - Glazebrook
		ED09 248 Mia - Liverpool Lime Street
		ED09 291 Liverpool Lime Street-Erl/Wbq/Elp
		ED09 297 Liverpool Lime Street - Shc/Wnw

		ED09 298 Liverpool L St/Nlw - Wnw- Mcv/Mco
		ED09 299 Liverpool Lime Street/Hnx - Wac
ED10	South Manchester (Peak)	
ED10	South Manchester (Off Peak)	ED10 227 (OP) Stockport - Stalybridge
		ED10 226 (OP) Man- Mple/Rsh via Rdn or Gui
		ED10 228 (OP) Dgt/Man/Mco - Spt/Haz/Nmc/Bux
		ED10 229 (OP) Mco - Spt/Alt/Knutsford - Chester
		ED10 230 (OP) Hadfield - Glossop - Man
		ED10 231 (OP) Dgt/Mco/Man/Spt - Chue/Mac - Sot
		ED10 232 (OP) Dgt/Mco/Man - Chu/Wml/Ald/Cre
		ED10 233 (OP)Dgt/Mco/Man-Wml/Ald/Cre via Styal/Mia
ED11	Lancashire & Cumbria Inter Urban	ED11 355 Man/Mcv/Mco - Bon/Atn-Pre-Bpn
		ED11 249 Liv - Wgn - Pre - Bpn/Lan/Mcm
		ED11 357 Bif / Windermere - Pre - Wigan - Bolton - Man
		ED 11 361 Windermere - Lancaster / Oxenholme
		ED11 362 Blackpool North - Preston - Bolton - Manchester

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					No Bus Replacement	EBMs Total
								From	To	Miles	Trains	From	To	Miles	Trains	% Trains	0%	
Blackpool North (BPN)	Preston (PRE)			NRT001	Bus replacement Blackpool North to Preston. Trains restart at Preston.	ED02	100%	BPN	PRE	17.5								
						ED04	100%	BPN	PRE	17.5								
						ED09	100%	BPN	PRE	17.5								
						ED11	100%	BPN	PRE	17.5								
Blackpool South (BPS)	Preston (PRE)			NRT002	Bus replacement Blackpool South to Preston. Trains restart at Preston.	ED02	100%	BPS	PRE	20								
Preston (PRE)	Blackburn (BBN)			NRT003	ED02 Bus replacement Preston to Colne ED04: Bus replacement Blackpool to Blackburn. Trains restart at Blackburn Subject to King Street Access.	ED02	100%	PRE	BBN	12								
						ED02	100%	BBN	CNE	18								
						ED04	100%	BPN	PRE	17.5								
						ED04	100%	PRE	BBN	12								
			Dales Rail (Sunday BPN-CAR Trains)	NRT004	ED02: Bus replacement Preston to Carlisle. Trains restart at Preston	ED02	100%	PRE	BBN	12								
						ED02	100%	BBN	CLH	9.75								
						ED02	100%	CLH	SET	13.5								
						ED02	100%	SET	APP	41								
						ED02	100%	APP	CAR	30.75								
Blackburn (BBN)	Accrington (ACR)		If Daisy field Jn not availble see Blackburn to Clitheroe	NRT005	ED02: Bus replacement Blackburn to Colne. Trains restart at Blackburn. ED04/08: Bus replacement Blackburn to Accrington. Trains restart at Blackburn & Accrington.	ED02	100%	BBN	ACR	5.25								
						ED02	100%	ACR	CNE	12.75								
						ED04	100%	BBN	ACR	5.25								
						ED08	100%	BBN	ACR	5.25								
Accrington (ACR)	Colne (CNE)		If Gannow Jn **NOT** available, also refer to Accrington to Hebden Bridge	NRT006	Bus replacement Blackburn to Colne. Trains restart at Blackburn.	ED02	100%	BBN	ACR	5.25								
						ED02	100%	ACR	CNE	12.75								
Ormskirk (OMS)	Preston (PRE)			NRT007	Bus replacement Preston to Ormskirk.	ED02	100%	PRE	OMS	15								
Preston (PRE)	Bolton (BON)			NRT008	Bus replacement Preston to Bolton. Trains restart at Preston & Bolton.	ED02	100%	PRE	BON	19								
						ED08	100%	PRE	BON	19								
						ED11	100%	PRE	BON	19								
Bolton (BON)	Salford Central (SFD)			NRT009	Bus replacement Bolton to Salford Central. Trains restart at Bolton and Salford Central.	ED08	100%	BON	SFD	10								
						ED08	100%	SFD	MCV	0.75								
						ED11	100%	BON	SFD	10								
						ED11	100%	SFD	MCV	0.75								
Bolton (BON)	Manchester Oxford Rd (MCO)			NRT010	Bus replacement Bolton to Manchester Oxford Road. Trains restart at Bolton & Manchester Oxford Road.	ED08	100%	BON	MCO	10.5								
						ED11	100%	BON	MCO	10.5								
Settle (SET)	Clitheroe (CLH)		Dales Rail (2 Sunday BPN-CAR Trains)	NRT011	Bus replacement Preston to Carlisle	ED02	100%	PRE	BBN	12								
						ED02	100%	BBN	CLH	9.75								
						ED02	100%	CLH	SET	13.5								
						ED02	100%	SET	APP	41								
						ED02	100%	APP	CAR	30.75								
Clitheroe (CLH)	Blackburn (BBN)			NRT012	ED02 (DalesRail): bus replacement Preston to Carlisle. ED08: Bus replacement Clitheroe to Blackburn. Trains restart at Blackburn.	ED02	100%	PRE	BBN	12								
						ED02	100%	BBN	CLH	9.75								
						ED02	100%	CLH	SET	13.5								
						ED02	100%	SET	APP	41								
						ED02	100%	APP	CAR	30.75								
						ED08	100%	CLH	BBN	9.75								

Blackburn (BBN)	Bolton (BON)			NRT013	Bus replacement Clitheroe to Bolton. Trains restart at Bolton.	ED08	100%	CLH	BBN	9.75								
						ED08	100%	BBN	BON	13.75								
Southport (SOP)	Wigan Wallgate (WGW)			NRT014	Bus replacement Southport to Wigan Wallgate. Trains restart at Wigan Wallgate.	ED08	100%	SOP	WGW	17.5								
Kirkby (KIR)	Wigan Wallgate (WGW)			NRT015	Bus replacement Kirby - Wigan Wallgate. Trains restart at Wigan Wallgate.	ED08	100%	KIR	WGW	12.25								
Wigan Wallgate (WGW)	Bolton (BON)	If Wigan - Crow Nest Jn available		NRT016	Southport -Manchester Airport : divert via Atherton, partial bus replacement Bolton to Wigan Wallgate	ED08	100%					BON	WGW	9.5		100%		
		If Wigan - Crow Nest Jn **NOT** available		NRT017	Full Bus replacement Wigan Wallgate - Bolton. Trains restart at Wigan Wallgate & Bolton.	ED08	100%	BON	WGW	9.5								
Wigan North Western (WGN)	Bolton (BON)			NRT018	Bus replacement Wigan to Bolton, trains restart at Bolton.	ED08	100%	BON	WGN	10.25								
						ED11	100%	BON	WGN	10.25								
Wigan Wallgate (WGW)	Salford Central (SFD)	via Atherton		NRT019	Bus replacement Wigan Wallgate - Manchester Victoria. Trains restart at Wigan Wallgate & Manchester Victoria.	ED08	100%	WGW	SFD	16.25								
						ED08	100%	SFD	MCV	0.75								
	Salford Central (SFD)	via Atherton		NRT020	Bus replacement Wigan North Western - Manchester Victoria. Trains restart at Wigan North Western & Manchester Victoria.	ED08	100%	WGN	SFD	17.25								
Wigan North Western						ED08	100%	SFD	MCV	0.75								
(WGN)																		
						ED08	100%	SFD	MCV	0.75								
Salford Central (SFD)	Manchester Victoria (MCV)			NRT021	Bus replacment Salford Central to Manchestrer Victoria.													
Accrington (ACR)	Hebden Bridge (HBD)			NRT022	Bus replacement Accrington to Hebden Bridge.	ED04	100%	ACR	HBD	19								
Accrington (ACR)	Todmorden (TOD)			NRT023	Bus replacement Accrington to Todmorden.	ED08	100%	ACR	TOD	15								
Manchester Victoria (MCV)	Rochdale (RCD)			NRT024	Bus replacement Manchester Victoria to Rochdale. Trains restart at Manchester Victoria & Rochdale.	ED04	100%	MCV	RCD	10.5								
						ED08	100%	MCV	RCD	10.5								
Rochdale (RCD)	Todmorden (TOD)			NRT025	Bus replacement Rochdale to Todmorden. Trains restart Rochdale and Todmorden	ED04	100%	RCD	TOD	8.75								
						ED08	100%	RCD	TOD	8.75								
Todmorden (TOD)	Hebden Bridge (HBD)			NRT026	Bus replacement Rochdale to Hebden Bridge.	ED04	100%	RCD	TOD	8.85								
						ED04	100%	TOD	HBD	4.25								
						ED08	100%	RCD	TOD	8.85								
						ED08	100%	TOD	HBD	4.25								
Manchester Victoria (MCV)	Stalybridge (SYB)			NRT027	Bus replacement Manchester Victoria to Stalybridge	ED08	100%	MCV	SYB	7.75								
Stalybridge (SYB)	Manchester Piccadily (MAN)			NRT028	Bus replacement Stalybridge to Manchester Piccadily.	ED08	100%	SYB	MAN	7.25								
Stalybridge (SYB)	Huddersfield (HUD)			NRT029	Bus replacement Stalybridge to Huddersfield. Trains restart at Stalybridge and Huddersfield.	ED08	100%	SYB	HUD	18								
				NRT030		ED10	100%	MAN	GLO	13.25								

Manchester Piccadily (MAN)	Glossop (GLO)				Bus replacement Manchester Piccadilly to Glossop.													
Manchester Piccadily (MAN)	Hadfield (HDF)			NRT031	Bus replacement Manchester Piccadilly to Hadfield.	ED10	100%	MAN	HDF	15								
Glossop (GLO)	Hadfield (HDF)			NRT032	Bus replacement Glossop to Hadfield	ED10	100%	GLO	HDF	1.75								
Manchester Piccadily (MAN)	Rose Hill (RSH)	Bredbury route available		NRT033	No bus replacement, trains diverted to Rose Hill.													
				NRT034	Bus replacement Manchester Piccadilly to Rose Hill.	ED10	100%	MAN	RSH	12.25								
Manchester Piccadily (MAN)	New Mills Central (NMC)	Mon-Sat	Hyde Route Available	NRT035	Bus replacement Manchester Piccadilly to Chinley via Bredbury.	ED10	100%	MAN	NMC	12.75								
						ED10	100%	NMC	CLY	3.75								
			Hyde and Bredbury Routes Blocked	NRT036	Bus replacement Manchester Piccadilly to Chinley/Sheffield via Bredbury	ED10	100%	MAN	NMC	12.75								
						ED10	100%	NMC	CLY	3.75								
						ED10	100%	CLY	SHF	25.5								
		Sunday	Hyde Route Available	NRT037	Divert via Hyde Central. Partial bus replacement Manchester Piccadilly to Chinley via Bredbury.	ED10	100%					MAN	NMC	12.75		100%		
						ED10	100%					NMC	CLY	3.75		100%		
			Hyde and Bredbury Routes Blocked Sheffield Trains Only	NRT038	Sheffield services divert via Hazel Grove. Partial bus replacement Manchester Piccadilly to Chinley.	ED10	100%					MAN	MPL	9		100%		
						ED10	100%					MPL	NMC	3.75		100%		
						ED10	100%					NMC	CLY	3.75		100%		
			Hyde and Bredbury Routes Blocked Non-Sheffield Trains	NRT039	Bus replacement Manchester Piccadilly to New Mills Central via Bredbury.	ED10	100%	MAN	NMC	12.75								
						ED10	100%	NMC	CLY	3.75								
						ED10	100%	CLY	SHF	25.5								
New Mills Central (NMC)	Chinley (CLY)	Mon-Sat		NRT040	Bus replacement New Mills Central to Sheffield, trains restart at New Mills Central.	ED10	100%	NMC	CLY	3.75								
						ED10	100%	CLY	SHF	25.5								
		Sunday	If New Mills South Jn - Chinley available	NRT041	Divert via Hazel Grove, bus replacement Chinley to New Mills Central.	ED10	100%	CLY	NMC	3.75								
			If New Mills South Jn - Chinley blocked	NRT042	Full bus replacement Sheffield to New Mills Central.	ED10	100%	NMC	CLY	3.75								
						ED10	100%	CLY	SHF	25.5								
Chinley (CLY)	Sheffield (SHF)			NRT043	Bus replacement Chinley to Sheffield, trains restart at Chinley.	ED10	100%	CLY	SHF	25.5								
Chinley (CLY)	Hazel Grove (HAZ)	If blocked via Marple	If blocked via Marple	NRT044	Bus replacement Chinley to Manchester Piccadilly.	ED10	100%	CLY	HAZ	8								
						ED10	100%	HAZ	SPT	2.75								
						ED10	100%	SPT	MAN	6								
		if Marple route available		NRT045	Trains divert, partial bus replacment between Chinley-Hazel Grove.							CLY	HAZ	8		100%		
Stockport (SPT)	Stalybridge (SYB)			NRT046	Bus replacement Stockport to Stalybridge.	ED10	100%	SPT	SYB	8								
				NRT047		ED10	100%	SPT	HAZ	2.75								

Stockport (SPT)	Hazel Grove (HAZ)				Bus replacement Stockport to Hazel Grove/Buxton, trains restart at Stockport.	ED10	100%	HAZ	BUX	17								
Hazel Grove (HAZ)	Buxton (BUX)			NRT048	Bus replacement Hazel Grove to Buxton, trains restart at Hazel Grove.	ED10	100%	HAZ	BUX	17								
Manchester Piccadily (MAN)	Stockport (SPT)	Buxton Trains		NRT049	Bus replacement Manchester Piccadilly to Hazel Grove / Buxton	ED10	100%	MAN	SPT	6								
						ED10	100%	SPT	HAZ	2.75								
						ED10	100%	HAZ	BUX	17								
		Stoke Trains		NRT050	Bus replacement Manchester Piccadilly to Stoke on Trent	ED10	100%	MAN	SPT	6								
						ED10	100%	SPT	SOT	31.75								
		Crewe Trains	Styal line available as diversionary route.	NRT051	Divert via Styal lines, partial bus replacement Manchester Piccadilly to Wilmslow	ED10						MAN	SPT	6		100%		
						ED10						SPT	WML	6		100%		
			Styal line **NOT** available	NRT052	Full bus replacement Manchester Picadilly to Wilmslow	ED10	100%	MAN	MIA	9.75								
						ED10	100%	MIA	WML	4.25								
						ED10	100%	WML	CRE	19								
		Chester Trains	Styal line available as diversionary route.	NRT053	Chester trains: Use Metrolink from Altrincham, partial bus Altrincham to Manchester Piccadilly	ED10						MAN	SPT	6		100%		
						ED10						SPT	ALT	8.75		100%		
			Styal line **NOT** available	NRT054	Full bus replacement Manchester Picadilly to Altrincham	ED10	100%	MAN	SPT	6								
						ED10	100%	SPT	ALT	8.75								
Stockport (SPT)	Stoke-on-Trent (SOT)			NRT055	Bus replacement Stockport to Stoke-on-Trent, trains restart at Stockport.	ED10	100%	SPT	SOT	31.75								
Stockport (SPT)	Wilmslow (WML)	Styal line available as diversionary route		NRT056	Divert via Styal line, partial bus Manchester Piccadilly to Wilmslow.	ED10	100%					MAN	SPT	6		100%		
						ED10	100%					SPT	WML	6		100%		
		Styal line NOT available		NRT057	Bus replacement Stockport to Crewe, trains restart at Stockport.	ED10	100%	SPT	WML	6								
						ED10	100%	WML	CRE	19								
Manchester Piccadily (MAN)	Manchester Airport (MIA)			NRT058	Full bus replacement Manchester Piccadily to Airport	ED09	100%	MAN	MIA	9.75								
						ED10	100%	MAN	MIA	9.75								
						ED11	100%	MAN	MIA	9.75								
Manchester Airport (MIA)	Wilmslow (WML)			NRT059	Full bus replacement Manchester Piccadily to Crewe	ED10	100%	MIA	WML	4.25								
						ED10	100%	WML	CRE	19								
Wilmslow (WML)	Crewe (CRE)			NRT060	Bus replacement Wilmslow to Crewe	ED10	100%	WML	CRE	19								
Stockport (SPT)	Altrincham (ALT)			NRT061	Full bus replacement Stockport to Chester	ED10	100%	ALT	SPT	8.75								
						ED10	100%	ALT	CTR	30								
Altrincham (ALT)	Chester (CTR)			NRT062	Full bus replacement Altrincham to Chester	ED10	100%	ALT	CTR	30								
Huyton (HUY)	Newton-le-Willows (NLW)	Warrington Bank Quay Services		NRT063	Bus replacement Liverpool Lime Street to Warrington Bank Quay.	ED09	100%	LIV	HUY	5.5								
						ED09	100%	HUY	NLW	10.75								
						ED09	100%	NLW	WBQ	6.5								
		Other Services		NRT064	Bus replacement Liverpool Lime Street to Newton Le Willows	ED09	100%	LIV	HUY	5.5								
						ED09	100%	HUY	NLW	10.75								

Newton-le-Willows (NLW)	Warrington Bank Quay (WBQ)	Warrington Bank Quay Services		NRT065	Full bus replacement Newton-le-Willows to Warrington Bank Quay	ED09	100%	NLW	WBQ	6.5								
		Ellesmere Port Services		NRT066	Full bus replacement Newton-le-Willows to Ellesmere Port	ED09	100%	NLW	WBQ	6.5								
						ED09	100%	WBQ	HSB	10.75								
						ED09	100%	HSB	ELP	5.25								
		Chester Services		NRT067	Full bus replacement Newton-le-Willows to Chester	ED10	100%	NLW	WBQ	6.5								
						ED10	100%	WBQ	HSB	10.75								
						ED10	100%	HSB	CTR	7.5								
Warrington Bank Quay (WBQ)	Helsby (HSB)	Chester Services		NRT068	Full bus replacement Warrington Bank Quay to Chester	ED10	100%	WBQ	HSB	10.75								
						ED10	100%	HSB	CTR	7.5								
		Ellesmere Port Services		NRT069	Full bus replacement Warrington Bank Quay to Ellesmere Port	ED10	100%	WBQ	HSB	10.75								
						ED10	100%	HSB	ELP	5.25								
Helsby (HSB)	Ellesmere Port (ELP)			NRT070	Bus replacement Helsby to Ellesmere Port.	ED09	100%	HSB	ELP	5.25								
Helsby (HSB)	Chester (CTR)			NRT071	Bus replacement Chester - Helsby	ED10	100%	CTR	HSB	7.5								
Helsby (HSB)	Runcorn (RUN)			NRT072	Bus replacement Runcorn - Helsby	ED09	100%	HSB	RUN	6.5								
Liverpool Lime Street (LIV)	Huyton (HUY)			NRT073	Warrington Bank Quay services: Bus replacement Liverpool Lime Street to Warrington Bank Quay All other services: Bus replacement Liverpool Lime Street to Huyton	ED09	100%	LIV	HUY	5.5								
						ED09	100%	HUY	WBQ	14.25								
						ED11	100%	LIV	HUY	5.5								
Huyton (HUY)	St Helens Central (SNH)	Mon-Sat		NRT074	Full bus replacement Huyton - Wigan	ED09	100%	HUY	SNH	5.75								
						ED09	100%	SNH	WGN	8.75								
						ED11	100%	HUY	SNH	5.75								
						ED11	100%	SNH	WGN	8.75								
		Sunday		NRT075	Trains diverted via Newton le Willows partial bus replacement Huyton - Wigan.	ED09						HUY	SNH	5.75		100%		
						ED09						SNH	WGN	8.75		100%		
						ED11						HUY	SNH	5.75		100%		
						ED11						SNH	WGN	8.75		100%		
St Helens Central (SNH)	Wigan North Western (WGN)	Mon-Sat		NRT076	Bus replace Huyton to Wigan, trains restart at Huyton.	ED09	100%	HUY	SNH	5.75								
						ED09	100%	SNH	WGN	8.75								
						ED11	100%	HUY	SNH	5.75								
						ED11	100%	SNH	WGN	8.75								
		Sunday		NRT077	Trains divert via Newton le Willows - partial bus replacement Huyton-Wigan	ED09						HUY	SNH	5.75		100%		
						ED09						SNH	WGN	8.75		100%		
						ED11						HUY	SNH	5.75		100%		
						ED11						SNH	WGN	8.75		100%		
Wigan North Western (WGN)	Preston (PRE)			NRT078	Bus replacement Wigan NW to Preston, trains restart at Wigan NW and Preston.	ED09	100%	WGN	PRE	15								
						ED11	100%	WGN	PRE	15								
Newton Le Willows (NLW)	Wigan North Western (WGN)			NRT079	Full bus replace Wigan NW to Newton Le Willows	ED09	100%	WGN	NLW	7								
						ED11	100%	WGN	NLW	7								
Wigan North Western (WGN)	Eccles (ECC)			NRT080	Trains diverted via atherton, bus replace from Wigan NW to Oxford RD	ED11	100%	WGN	ECC	17								
						ED11	100%	ECC	MCO	4								
Newton Le Willows (NLW)	Eccles (ECC)			NRT081	Bus replacement Newton Le Willows to Manchester Vic/Pic, trains restart at Newton Le Willows	ED09	100%	NLW	ECC	11.5								
						ED09	100%	ECC	MCO	4								
						ED09	100%	MCO	MAN	0.5								
						ED10	100%	NLW	ECC	11.5								
						ED10	100%	ECC	MCV	5								

Manchester Oxford Road (MCO)	Manchester Piccadilly (MAN)			NRT082	Trains diverted to Man Vic or Oxford Rd, trains re-start Man Ox Rd & Man Pic. Bus replacement between	ED09	100%	MCO	MAN	0.5								
						ED10	100%	MCO	MAN	0.5								
						ED11	100%	MCO	MAN	0.5								
Eccles (ECC)	Manchester Victoria (MCV)			NRT083	Bus replacement Eccles to Manchester Victoria, trains restart at Eccles.	ED09	100%	ECC	MCV	5								
						ED10	100%	ECC	MCV	5								
Eccles (ECC)	Manchester Oxford Road (MCO)			NRT084	Bus replacement Eccles to Manchester Oxford Road, trains restart at Eccles.	ED09	100%	ECC	MCO	4								
						ED11	100%	ECC	MCO	4								
Hunts Cross (HNX)	Warrington Central (WAC)			NRT085	Bus replacement Warrington Central to Lime St, trains restart at Warrington Central.	ED09	100%	LSP	HNX	2								
						ED09	100%	LIV	LSP	5.25								
						ED09	100%	HNX	WAC	11.25								
Warrington Central (WAC)	Manchester Oxford Road (MCO)			NRT086	Bus replacement Warrington Central to Man Ox Rd, trains restart Warrington Central.	ED09	100%	WAC	MCO	16								
Liverpool Lime Street (LIV)	Liverpool South Parkway (LSP)	If turnback available		NRT087	Bus replacement Lime St to Liverpool South Parkway, trains restart at Liverpool South Parkway.	ED09	100%	LIV	LSP	5.25								
		If turnback **NOT** available		NRT088	Full Bus replacement to Warrington Central.	ED09	100%	LIV	LSP	5.25								
						ED09	100%	LSP	HNX	2								
						ED09	100%	HNX	WAC	11.25								
Liverpool South Parkway (LSP)	Hunts Cross (HNX)			NRT089	Bus replacement Liverpool South Parkway to Hunts Cross.	ED09	100%	LSP	HNX	2								

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					No Bus Replacement	EBMs Total
								From	To	Miles	Trains	From	To	Miles	Trains	% Trains	0%	
Ilkley (ILK)	Shipley (SHY)	(Bradford Services)		NRT090	Ilkley to Bradford services: Bus replacement Ilkley to Shipley. Trains restart at Shipley.	ED05	100%	ILK	SHY	10.75								
Ilkley (ILK)	Leeds (LDS)			NRT091	Ilkley to Leeds services: Bus replacement Ilkley to Leeds.	ED05	100%	ILK	LDS	16.25								
Shipley (SHY)	Bradford Forster Sq (BDQ)			NRT092	Bus replacement Bradford to Shipley	ED05	100%	BDQ	SHY	2.75								
Shipley (SHY)	Leeds (LDS)			NRT093	Skipton/Bradford to Leeds services terminate Shipley. If Shipley Station available - Bus replacement Shipley - Leeds.	ED04	100%	SHY	LDS	10.75								
						ED05	100%	SHY	LDS	10.75								
Leeds (LDS)	Horsforth (HRS)			NRT094	Bus replacement Leeds to Harrogate. Train Between Harrogate and York	ED04	100%	LDS	HRS	5.75								
						ED04	100%	HRS	HGT	12.5								
Horsforth (HRS)	Harrogate (HGT)	York-Leeds Services		NRT095	Bus replacement Leeds to Harrogate. Train Between Harrogate and York	ED04	100%	LDS	HRS	5.75								
						ED04	100%	HRS	HGT	12.5								
		Other		NRT096	Bus replacement Horsforth to Harrogate	ED04	100%	HRS	HGT	12.5								
Harrogate (HGT)	York (YRK)			NRT097	Bus replacement Harrogate to York, trains restart at Harrogate & York.	ED04	100%	YRK	HGT	20.5								
York (YRK)	Church Fenton (CHF)	Leeds Services		NRT098	Bus replacement York to Leeds	ED04	100%	LDS	MIK	9.75								
						ED04	100%	MIK	CHF	5.25								
						ED04	100%	CHF	YRK	10.75								
		Sheffield Services		NRT099	Bus replacement throughout	ED07	100%	YRK	SHF	28.25								
Church Fenton (CHF)	Micklefield (MIK)			NRT100	Train to Church Fenton. Bus replacement Church Fenton to Leeds	ED04	100%	LDS	MIK	9.75								
						ED04	100%	MIK	CHF	5.25								
Micklefield (MIK)	Leeds (LDS)			NRT101	Bus replacement Leeds to Micklefield	ED04	100%	LDS	MIK	9.75								
Micklefield (MIK)	Selby (SBY)	South Milford to Gascoigne Wood Jn available.		NRT102	Bus replacement Micklefield to Selby.	ED04	100%	MIK	SBY	11								
		South Milford to Gascoigne Wood Jn **NOT** available.		NRT103	Bus replacement Leeds to Selby.	ED04	100%	LDS	MIK	9.75								
						ED04	100%	MIK	SBY	11								
Leeds (LDS)	Bradford Interchange (BDI)			NRT104	Full bus replacement Leeds to Bradford	ED04	100%	LDS	BDI	9.5								
	Halifax (HFX)			NRT105	Full bus replacement Bradford to Halifax.	ED04	100%	BDI	HFX	8								

Bradford Interchange (BDI)																		
Halifax (HFX)	Hebden Bridge (HBD)			NRT106	Manchester & Blackpool: Bus replacement HFX to HBD, trains restart HFX & HBD.	ED04	100%	HFX	HBD	8.75								
Halifax (HFX)	Huddersfield (HUD)			NRT107	Wakefield / Hudd: Bus replacement Halifax to Huddersfield, trains restart Halifax &Huddersfield.	ED04	100%	HFX	HUD	10.5								
Huddersfield (HUD)	Wakefield Kirkgate (WKK)			NRT108	Bus replacement Huddersfield to Wakefield Westgate, trains restart Huddersfield and Wakefield	ED04	100%	HUD	WKK	14.5								
						ED04	100%	WKK	WKF	1								
						ED05	100%	HUD	WKK	14.5								
						ED05	100%	WKK	WKF	1								
Leeds (LDS)	Hebden Bridge (HBD)			NRT109	Bus replacement Leeds to Hebden Bridge, trains restart Leeds & Hebden Bridge via Brighouse	ED05	100%	LDS	HBD	26.5								
Leeds (LDS)	Wakefield Westgate (WKF)			NRT110	Full bus replacement Leeds to Wakefield.	ED05	100%	LDS	WKF	10								
Wakefield Westgate (WKF)	Swinton (SWN)			NRT111	Bus replacement Wakefield to Swinton, trains restart Wakefield and Swinton.	ED05	100%	WKF	SWN	14.75								
		York trains		NRT112	ED07: York trains: Bus replacement York to Sheffield.	ED07	100%	YRK	SWN	32.25								
						ED07	100%	SWN	MHS	7								
						ED07	100%	MHS	SHF	3.5								
		Leeds trains		NRT113	ED05: Leeds trains: Bus replacement Wakefield Westgate to Sheffield, trains restart Wakefield Westgate	ED05	100%	WKF	SWN	14.75								
						ED05	100%	SWN	MHS	7								
						ED05	100%	MHS	SHF	3.5								
Meadowhall (MHS)	Sheffield (SHF)			NRT114	ED05: Leeds trains: Bus replacement Meadowhall to Sheffield, trains restart Meadowhall. ED06: Doncaster trains: Bus replacement MHS to SHF.ED07: Leeds to Nottingham trains: Bus replacement Leeds to Sheffield, trains restart Sheffield	ED05	100%	MHS	SHF	3.5								
						ED06	100%	MHS	SHF	3.5								
						ED07	100%	BNY	MHS	12.5								
						ED07	100%	WKK	BNY	21								
						ED07	100%	LDS	WKK	14								
						ED07	100%	MHS	SHF	3.5								
Wakefield Westgate (WKF)	Adwick (AWK)			NRT115	Bus replacement Doncaster to Wakefield Westgate	ED05	100%	WKF	AWK	15.75								
						ED05	100%	AWK	DON	4								
Wakefield Kirkgate (WKK)	Knottingley (KNO)			NRT116	Bus replacement Wakefield Kirkgate to Knottingley.	ED05	100%	WKK	KNO	10.75								
Knottingley (KNO)	Goole (GOO)			NRT117	Bus replacement Knottingley to Goole, trains restart at Knottingley.	ED05	100%	KNO	GOO	16.5								
Knottingley (KNO)	Castleford (CFD)			NRT118	Bus replacement Castleford to Goole, trains restart at Castleford.	ED05	100%	CFD	KNO	5.25								
						ED05	100%	KNO	GOO	16.5								
Castleford (CFD)	Leeds (LDS)	Via Methley		NRT119	ED05 Goole services: Bus replacement Leeds to Goole/Knottingley. ED07 Sheffield services: Bus replacement Leeds to Castleford. Stoppers, expresses to wakefield kirkgate - Bus replacement to leeds	ED05	100%	LDS	CFD	10.75								
						ED05	100%	CFD	KNO	5.25								
						ED05	100%	KNO	GOO	16.5								
						ED07	100%	LDS	CFD	10.75								
Castleford (CFD)	Wakefield Kirkgate (WKK)	Sunday Only		NRT120	Divert via Outwood. Partial bus replacement Leeds to Wakefield Kirkgate	ED07						LDS	WKK	10		100%		

		Monday - Saturday		NRT121	If castleford not available bus replacement between leeds, Knottingley and Goole, bus replacement between Castleford and Wakefield Kirkgate For Huddersfield - Castleford services - Bus replacement between Castleford and Wakefield Kirkgate. Trains restart Wakefield - Castleford	ED07	100%	CFD	WKK	9								
						ED04	100%	CFD	WKK	9								
Wakefield Kirkgate (WKK)	Barnsley (BNY)			NRT122	Train Leeds to Wakefield Kirkgate and Sheffield to Barnsley Bus replacement between both of these.	ED07	100%	WKK	BNY	21								
Barnsley (BNY)	Meadowhall (MHS)			NRT123	Full bus replacement Barnsley to Sheffield; trains restart Barnsley and Sheffield.	ED07	100%	BNY	MHS	12.5								
						ED07	100%	MHS	SHF	3.5								
Sheffield (SHF)	Chesterfield (CHD)			NRT124	Full bus replacement Sheffield to Nottingham	ED07	100%	SHF	CHD	12.25								
						ED07	100%	CHD	NOT	28.25								
Chesterfield (CHD)	Nottingham (NOT)			NRT125	Bus replacement Chesterfield to Nottingham	ED07	100%	CHD	NOT	28.25								
Huddersfield (HUD)	Penistone (PNS)			NRT126	Bus replacement Huddersfield to Penistone.	ED07	100%	HUD	PNS	13.5								
Penistone (PNS)	Barnsley (BNY)			NRT127	Bus replacement Penistone to Barnsley, trains restart at Penistone & Barnsley.	ED07	100%	PNS	BNY	7.5								
Church Fenton (CHF)	Swinton (SWN)			NRT128	Bus replacement York to Sheffield	ED07	100%	YRK	CHF	10.75								
						ED07	100%	CHF	SWN	26								
						ED07	100%	SWN	MHS	7								
						ED07	100%	MHS	SHF	3.5								
Sheffield (SHF)	Worksop (WRK)	Lincoln Services		NRT129	Bus replacement Sheffield to Lincoln, Cleethorpes and Gainborough Central	ED07	100%	SHF	WRK	16								
						ED07	100%	WRK	RET	7.75								
						ED07	100%	RET	GBL	9.5								
						ED07	100%	GBL	LCN	15.5								
		Brigg Line Services		NRT130	Bus replacement Sheffield to Lincoln, Cleethorpes and Gainborough Central	ED07	100%	SHF	WRK	16								
						ED07	100%	WRK	RET	7.75								
						ED07	100%	RET	GNB	10								
						ED07	100%	GNB	CLE	38								
Worksop (WRK)	Retford (RET)	Brigg Line Services		NRT131	Bus replacement Worksop to Cleethorpes. Trains to Worksop	ED07	100%	WRK	RET	7.75								
						ED07	100%	RET	GNB	10								
						ED07	100%	GNB	CLE	38								
		Lincoln Services		NRT132	Bus replacement Worksop to Lincoln. Trains to Worksop	ED07	100%	WRK	RET	7.75								
						ED07	100%	RET	GBL	9.5								
						ED07	100%	GBL	LCN	15.5								
Retford (RET)	Gainsborough Lea Road (GBL)	Brigg Line Services		NRT133	Bus replacement Retford to Cleethorpes. Trains to Retford.	ED07	100%	RET	GNB	10								
						ED07	100%	GNB	CLE	38								
		Lincoln Services		NRT134	Bus replacement Retford to Lincoln. Trains to Retford.	ED07	100%	RET	GBL	9.5								
						ED07	100%	GBL	LCN	15.5								
Gainsborough Central (GNB)	Cleethorpes (CLE)			NRT135	Bus replacement Retford to Cleethorpes. Trains to Retford.	ED07	100%	RET	GNB	10								
						ED07	100%	GNB	CLE	38								
Gainsborough Lea Road (GBL)	Lincoln (LCN)			NRT136	Bus replacement Gainsborough Lea Road to Lincoln. Trains to Gainsborough Lea Road.	ED07	100%	GBL	LCN	15.5								
				NRT137		ED07	100%	CLE	BAU	23.25								

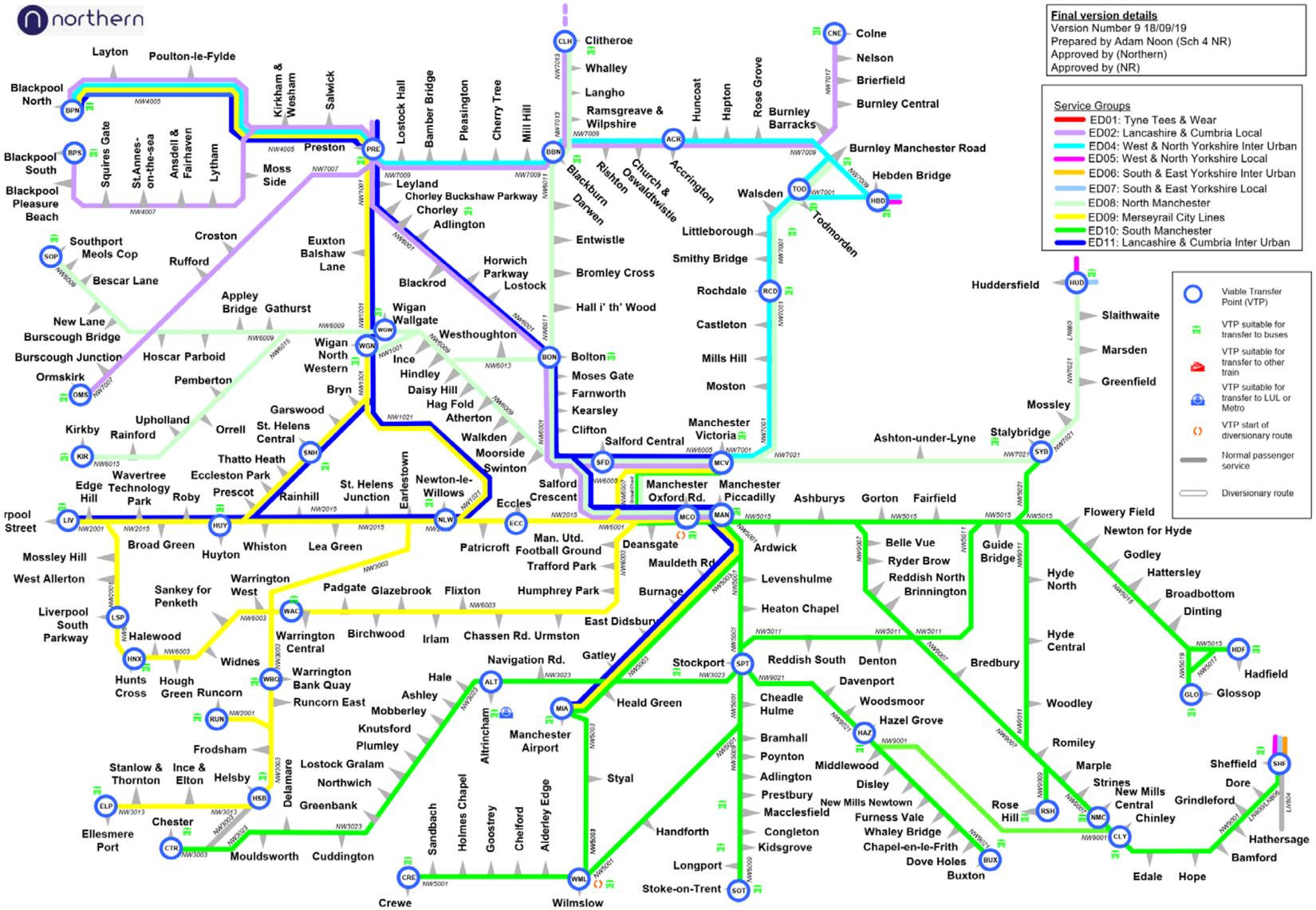
Cleethorpes (CLE)	Barton-on-Humber (BAU)				Bus replacement Cleethorpes to Barton-on-Humber.														
Swinton (SWN)	Doncaster (DON)			NRT138	Bus replacement Doncaster to Sheffield.	ED06	100%	SWN	DON	8									
						ED06	100%	MHS	SWN	7									
						ED06	100%	SHF	MHS	3.5									
						ED07	100%	SWN	DON	8									
						ED07	100%	MHS	SWN	7									
						ED07	100%	SHF	MHS	3.5									
Swinton (SWN)	Meadowhall (MHS)			NRT139	Bus replacement Swinton to Meadowhall, trains restart at Swinton and Meadowhall. Buses Swinton to Sheffield	ED06	100%	MHS	SWN	7									
						ED06	100%	SHF	MHS	3.5									
						ED05	100%	MHS	SWN	7									
						ED05	100%	SHF	MHS	3.5									
						ED07	100%	MHS	SWN	7									
						ED07	100%	SHF	MHS	3.5									
Doncaster (DON)	Goole (GOO)			NRT140	Bus replacement Doncaster - Goole	ED06	100%	DON	GOO	17									
Doncaster (DON)	Scunthorpe (SCU)			NRT141	Bus replacement Doncaster to Scunthorpe	ED06	100%	DON	SCU	23									
Goole (GOO)	Hull (HUL)	If Hull - Gilberdyke clear **AND** can divert via Selby		NRT142	Partial bus replacement							DON	GOO	17.25		100%			
												GOO	HUL	23.75		100%			
		If diversion via Selby unavailable		NRT143	Bus replacement Goole to Hull, trains restart at Goole.	ED06	100%	GOO	HUL	23.75									
Doncaster (DON)	Selby (SBY)	Diversion via Goole available.		NRT144	Divert via Goole, partial bus replacement Doncaster to Selby	ED06						DON	SBY	18.25		100%			
		If diversion unavailable		NRT145	Full bus replacement Doncaster to Selby, trains restart at Doncaster and Selby.	ED06	100%	DON	SBY	18.25									
Selby (SBY)	Hull (HUL)			NRT146	Bus replacement Selby to Hull trains restart at Selby.	ED06	100%	SBY	HUL	31									
York (YRK)	Selby (SBY)	If route open via Gascoigne Wood		NRT147	Trains Diverted; No buses.														
		If route open via Hambleton North Jn.		NRT148	Trains diverted; Partial bus replacement York to Selby via Sherburn in Elmet.	ED06						YRK	SBY	21		100%			
				NRT149	Bus replacement York to Selby, trains restart at Hull and Selby	ED06	100%	YRK	SBY	17.5									
Hull (HUL)	Beverley (BEV)			NRT150	Bus replacement through out	ED06	100%	HUL	BEV	8.25									
						ED06	100%	BEV	BDT	22.75									
						ED06	100%	BDT	SCA	22.75									
Beverley (BEV)	Bridlington (BDT)			NRT151	Bus replacement Beverley to scarborough, trains restart at Beverley	ED06	100%	BEV	BDT	22.75									
						ED06	100%	BDT	SCA	22.75									
Bridlington (BDT)	Scarborough (SCA)			NRT152	Bus replacement Bridlington to Scarborough, trains restart at Bridlington.	ED06	100%	BDT	SCA	22.75									
York (YRK)	Malton (MLT)			NRT153	Bus replacement through York-Scarborough	ED06	100%	YRK	MLT	21									
						ED06	100%	MLT	SCA	21									
				NRT154		ED06	100%	MLT	SCA	21									

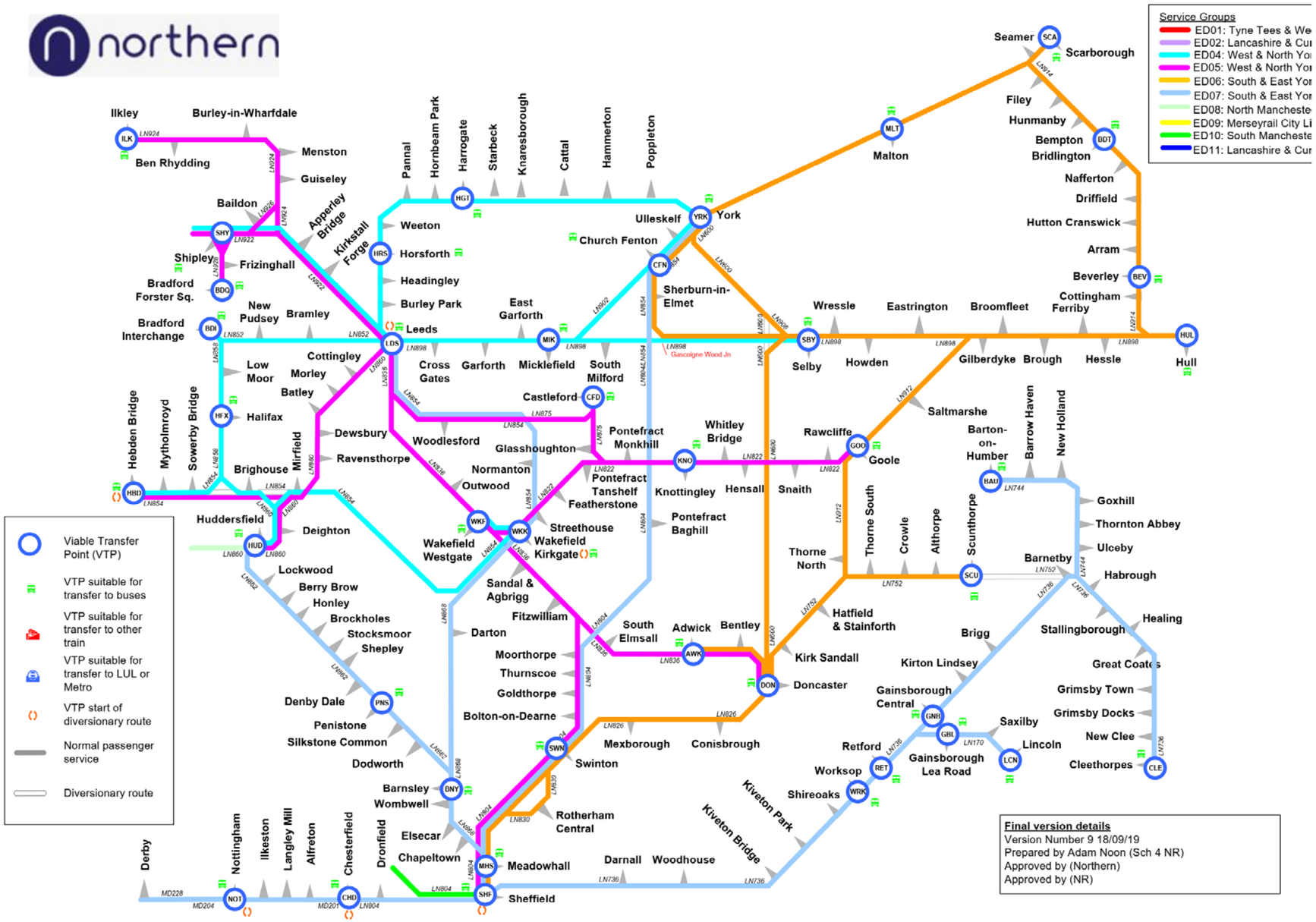
Malton (MLT)	Scarborough (SCA)	Malton Available			York- Malton shuttle train service. Bus replacement between Malton to Scarborough													
		Malton NOT available		NRT155	Bus replacement through York-Scarborough	ED06	100%	YRK	MLT	21								
						ED06	100%	MLT	SCA	21								

Viable Transfer Point [VTP]	Viable Transfer Point [VTP]	Applicable Infrastructure Rules	Other Operating Rules	S4CS Code	Description of Possession Reponse	Service Group	% Applicable	FULL Bus Replacement (100%)				PARTIAL Bus Replacement (50% x X%)					No Bus Replacement	EBMs Total
								From	To	Miles	Trains	From	To	Miles	Trains	% Trains	0%	
Preston (PRE)	Lancaster (LAN)			NRT156	Bus replacement Preston to Lancaster. Trains restart at Preston & Lancaster.	ED02	100%	PRE	LAN	20.75								
						ED11	100%	PRE	LAN	20.75								
Lancaster (LAN)	Carnforth (CNF)	If Carnforth - Carnforth North jn. Available		NRT157	ED04: Bus replacement Carnforth to Morecambe. Trains restart at Carnforth. ED11: Bus replacement Carnforth to Lancaster. Trains restart at Carnforth.	ED02	100%	LAN	CNF	6.25								
						ED04	100%	LAN	CNF	6.25								
						ED11	100%	LAN	CNF	6.25								
		If Carnforth - Hest Bank Jn. Available		NRT158	ED04: Partial bus replacement CNF to MCM via LAN. Trains diverted via Hest Bank-Bare Lane Curve. ED02/ED11: Bus replacement Carnforth to Lancaster. Trains restart at Carnforth & Lancaster.	ED02	100%	LAN	CNF	6.25								
						ED04						CNF	LAN	6.25		100%		
						ED04						LAN	MCM	4.25		100%		
						ED11	100%	LAN	CNF	6.25								
				NRT159	ED04: Bus replacement Bentham to Morecambe. Trains restart at wennington. ED02/ED11: Bus replacement Carnforth to Lancaster. Trains restart at Carnforth & Lancaster.	ED02	100%	LAN	CNF	6.25								
						ED04	100%	MCM	LAN	4.25								
						ED04	100%	LAN	CNF	6.25								
						ED04	100%	CNF	BEN	9.5								
						ED11	100%	LAN	CNF	6.25								
Lancaster (LAN)	Morecambe (MCM)			NRT160	Bus replacement Lancaster to Morecambe / Heysham. Trains restart at Lancaster.	ED02	100%	LAN	MCM	5.25								
						ED04	100%	LAN	MCM	4.25								
						ED02	100%	MCM	HHB	4.25								
						ED04	100%	MCM	HHB	4.25								
Morecambe (MCM)	Heysham (HHB)			NRT161	Bus replacement Morecambe to Heysham for boat train. Trains restart at Morecambe.	ED02	100%	MCM	HHB	4.25								
						ED04	100%	MCM	HHB	4.25								
Carnforth (CNF)	Grange-over-Sands (GOS)			NRT162	Bus replacement Lancaster to Grange-over-Sands. Trains restart at Lancaster & Grange-over-Sands.	ED02	100%	CNF	GOS	9.25								
						ED02	100%	LAN	CNF	6.25								
						ED04	100%	CNF	GOS	9.25								
						ED04	100%	LAN	CNF	6.25								
						ED11	100%	LAN	CNF	6.25								
						ED11	100%	CNF	GOS	9.25								
Grange-over-Sands (GOS)	Barrow-in-Furness (BIF)			NRT163	Bus replacement Grange-over-Sands to Barrow-in-Furness. Trains restart at Barrow-in-Furness & Grange-over-Sands.	ED02	100%	GOS	BIF	19.5								
						ED11	100%	GOS	BIF	19.5								
Barrow-in-Furness (BIF)	Millom (MLM)			NRT164	Bus replacement Barrow-in-Furness to Millom. Trains restart at Barrow-in-Furness & Millom.	ED02	100%	BIF	MLM	16								
Millom (MLM)	Whitehaven (WTH)			NRT165	Bus replacement Millom to Whitehaven. Trains restart at Millom and Whitehaven	ED02	100%	MLM	WTH	29.75								
Whitehaven (WTH)	Workington (WKG)			NRT166	Bus replacement Whitehaven to Workington, trains restart Whitehaven and Workington	ED02	100%	WTH	WKG	6.5								
Workington (WKG)	Carlisle (CAR)			NRT167	Bus replacement Whitehaven to Carlisle. Trains restart at Whitehaven.	ED02	100%	WKG	CAR	33								
Carlisle (CAR)	Appleby (APP)			NRT168	Bus replacement Carlisle to Appleby. Trains restart at Appleby.	ED02	100%	APP	CAR	30.75								
						ED04	100%	APP	CAR	30.75								
Appleby (APP)	Settle (SET)		ED02- Dales Rail	NRT169		ED02	100%	BPN	CAR	86.5								
						ED02	100%	PRE	CAR	90								

					ED04: Full bus replacement Settle to Carlisle. Trains restart at Settle. ED02: bus replacement Blackpool/Preston - Carlisle	ED04	100%	SET	APP	41								
Settle (SET)	Skipton (SKI)			NRT170	bus replacement Skipton to settle. Trains restart at Skipton and Settle. ED02: bus replacement Blackpool/Preston - Carlisle	ED04	100%	SET	APP	41								
						ED04	100%	APP	CAR	30.75								
						ED02	100%	BPN	PRE	17.5								
						ED02	100%	PRE	BBN	12								
						ED02	100%	BBN	CLH	9.75								
						ED02	100%	CLH	SET	13.5								
						ED04	100%	SKI	SET	15								
Skipton (SKI)	Shipley (SHY)			NRT171	Bus replacement Skipton to Shipley. Trains restart at Skipton & Shipley.	ED04	100%	SKI	SHY	15.5								
						ED05	100%	SKI	SHY	15.5								
Skipton (SKI)	Bentham (BEN)	Morecambe Services		NRT172	ED04: Bus replacement Skipton to Morecambe/Lancaster. Trains restart at Skipton.	ED04	100%	SKI	BEN	25								
						ED04	100%	BEN	CNF	13								
						ED04	100%	CNF	MCM	6								
		Lancaster Services		NRT173		ED04	100%	SKI	BEN	25								
						ED04	100%	BEN	CNF	13								
						ED04	100%	CNF	LAN	6								
Carlisle (CAR)	Haltwhistle (HWH)			NRT174		ED01	100%	CAR	HWH	23.5								
Haltwhistle (HWH)	Hexham (HEX)			NRT175	Bus replacement Haltwhistle to Hexham. Trains restart at Hexham.													
						ED01	100%	HWH	HEX	16								
Hexham (HEX)	Newcastle (NCL)	Shuttle to MetroCentre able to operate.		NRT176	Bus replacement Hexham to Newcastle. Trains restart at Hexham. Metro Centre shuttle operates as normal.	ED01	100%	HEX	NCL	22.25								
		Shuttle to MetroCentre NOT operating.	Newcastle Trains	NRT177	Bus replacement Hexham to Newcastle. Trains restart at Hexham.	ED01	100%	HEX	NCL	22.25								
			MC Shuttle	NRT178	Metro Centre shuttle bus replacement service	ED01	100%	GMC	NCL	3.5								
Newcastle (NCL)	Morpeth (MPT)			NRT179	Bus replacement Newcastle to Chathill. Trains restart at Newcastle	ED01	100%	NCL	MPT	16.5								
						ED01	100%	MPT	CHT	29.5								
Morpeth (MPT)	Chathill (CHT)			NRT180	Bus replacement Morpeth to Chathill. Trains restart at Morpeth	ED01	100%	MPT	CHT	29.5								
Newcastle (NCL)	Sunderland (SUN)			NRT181	Bus replacement Newcastle to Sunderland. Trains restart at Sunderland.	ED01	100%	NCL	SUN	12								
Sunderland (SUN)	Hartlepool (HPL)			NRT182	Bus replacement Sunderland to Hartlepool. Trains restart at Sunderland.& Hartlepool	ED01	100%	SUN	HPL	15								
Hartlepool (HPL)	Middlesbrough (MBR)			NRT183	Bus replacement Hartlepool to Middlesbrough. Trains restart at Hartlepool.	ED01	100%	HPL	MBR	17.25								
Hartlepool (HPL)	Darlington (DAR)			NRT184	Bus replacement Hartlepool to Darlington	ED01	100%	HPL	DAR	23.25								
Newcastle (NCL)	Darlington (DAR)			NRT185	Bus replacement Newcastle to Darlington. Trains restart at Darlington.	ED01	100%	NCL	DAR	36								

Darlington (DAR)	Bishop Auckland (BIA)			NRT186	Bus replacement Bishop Auckland to Darlington. Trains restart at Darlington.	ED01	100%	BIA	DAR	12								
Darlington (DAR)	Middlesbrough (MBR)			NRT187	Bus replacement Darlington to Middlesborough. Trains restart at Darlington and Middlesborough.	ED01	100%	DAR	MBR	15								
Middlesbrough (MBR)	Redcar Central (RCC)			NRT188	Bus replacement Middlesbrough to Saltburn. Trains restart at Middlesbrough.	ED01	100%	MBR	RCC	7.5								
						ED01	100%	RCC	SLB	5.25								
Redcar Central (RCC)	Saltburn (SLB)			NRT189	Bus replacement Redcar Central to Saltburn. Trains restart at Redcar Central.	ED01	100%	RCC	SLB	5.25								
Middlesbrough (MBR)	Whitby (WTB)			NRT190	Bus replacement Middlesbrough to Whitby. Trains restart at Middlesbrough.	ED01	100%	MBR	WTB	35								
Oxenholme (OXN)	Windermere (WDM)			NRT191	Full bus replacement	ED11	100%	OXN	WDM	10								
Oxenholme (OXN)	Carnforth (CNF)			NRT192	Full bus replacement	ED11	100%	OXN	CNF	22.25								
Carnforth (CNF)	Bentham (BEN)			NRT193		ED11	100%	CNF	BEN	13								
Newcastle (NCL)	Middlesbrough (MBR)	Stillington line unavailable **AND** ECML route not available.		NRT194	If route not available via ECML, and Stillington, bus replace through out. Suggest NCL to DAR as mileage proxy until officially confirmed	ED01	100%	NCL	MBR	39								
		Stillington line unavailable **BUT** ECML route available.		NRT195	If route not available via Stillington, bus replace through out but partial as ECML stations will be served by OTOC. Suggest NCL to DAR as mileage proxy until officially confirmed	ED01						NCL	MBR	39		100%		


northern
Final version details
Version Number 9 18/09/19
Prepared by Adam Noon (Sch 4 NR)
Approved by (Northern)
Approved by (NR)
Service Groups
ED01: Tyne Tees & Wear
ED02: Lancashire & Cumbria Local
ED04: West & North Yorkshire Inter Urban
ED05: West & North Yorkshire Local
ED06: South & East Yorkshire Inter Urban
ED07: South & East Yorkshire Local
ED08: North Manchester
ED09: Merseyrail City Lines
ED10: South Manchester
ED11: Lancashire & Cumbria Inter Urban
Viable Transfer Point (VTP)
VTP suitable for transfer to buses
VTP suitable for transfer to other train
VTP suitable for transfer to LUL or Metro
VTP start of diversionary route
Normal passenger service
Diversionary route
Layton
Poulton-le-Fylde
Blackpool North
Blackpool South
Blackpool Pleasure Beach
Squires Gate
St.Annes-on-the-sea
Ansdell & Fairhaven
Lytham
Kirkham & Wesham
Salwick
Preston
Moss Side
Lostock Hall
Bamber Bridge
Pleasington
Cherry Tree
Mill Hill
Clitheroe
Whalley
Langho
Ramsgreave & Wilpshire
Blackburn
Darwen
Entwistle
Bromley Cross
Hall i' th' Wood
Bolton
Moses Gate
Farnworth
Kearsley
Clifton
Rishton
Church & Oswaldtwistle
Accrington
Huncoat
Hapton
Rose Grove
Burnley Barracks
Colne
Nelson
Brierfield
Burnley Central
Burnley Manchester Road
Hebden Bridge
Todmorden
Walsden
Littleborough
Smithy Bridge
Rochdale
Castleton
Mills Hill
Moston
Manchester Victoria
Salford Central
Southport
Meols Cop
Bescar Lane
Croston
Rufford
Euxton Balshaw Lane
Leyland
Chorley Buckshaw Parkway
Chorley
Adlington
Horwich Parkway
Lostock
Blackrod
Wigan Wallgate
Wigan North Western
Westhoughton
Ince
Hindley
Daisy Hill
Hag Fold
Atherton
Walkden
Moorside
Swinton
Salford Crescent
Manchester Oxford Rd.
Manchester Piccadilly
Ashburys
Gorton
Fairfield
Ashton-under-Lyne
Stalybridge
Huddersfield
Slaithwaite
Marsden
Greenfield
Mossley
Flowery Field
Newton for Hyde
Godley
Hattersley
Broadbottom
Dinting
Hadfield
Glossop
Hyde North
Hyde Central
Bredbury
Woodley
Romiley
Marple
Strines
New Mills Central
Chinley
Grindleford
Dore
Sheffield
Hathersage
Bamford
Edale
Hope
Rose Hill
Belle Vue
Ryder Brow
Reddish North
Brinnington
Guide Bridge
Ardwick
Deansgate
Man. Utd. Football Ground
Trafford Park
Mauldeth Rd
Burnage
Levenshulme
Heaton Chapel
Reddish South
Denton
Stockport
Cheadle Hulme
Bramhall
Poynton
Adlington
Prestbury
Macclesfield
Congleton
Kidsgrove
Handforth
Longport
Stoke-on-Trent
Buxton
Dove Holes
Chapel-en-le-Frith
Whaley Bridge
Furness Vale
New Mills Newtown
Disley
Middlewood
Woodsmoor
Hazel Grove
Davenport
Heald Green
Manchester Airport
Styal
Gatley
Navigation Rd.
Hale
Ashley
Mobberley
Knutsford
Plumley
Lostock Gralam
Northwich
Greenbank
Altrincham
Sandbach
Holmes Chapel
Goostrey
Chelford
Alderley Edge
Wilmslow
Crewe
Frodsham
Delamere
Stanlow & Thornton
Ince & Elton
Helsby
Ellesmere Port
Chester
Mouldsworth
Cuddington
Runcorn East
Runcorn
Warrington Bank Quay
Warrington Central
Warrington West
Widnes
Hunts Cross
Halewood
Hough Green
Liverpool South Parkway
Sankey for Penketh
Padgate
Birchwood
Glazebrook
Flixton
Irlam
Chassen Rd.
Urmston
Humphrey Park
East Didsbury
Burnage
Patricroft
Eccles
Newton-le-Willows
St. Helens Junction
Earlestown
Rainhill
Prescot
Roby
Thatto Heath
Eccleston Park
St. Helens Central
Orrell
Upholland
Rainford
Kirkby
Wavertree Technology Park
Edge Hill
Broad Green
Huyton
Whiston
Lea Green
Mossley Hill
West Allerton
rpool Street
Pemberton
Bryn
Garswood
Appley Bridge
Gathurst
New Lane
Burscough Bridge
Burscough Junction
Ormskirk
Hoscar
Parbold


Service Groups
ED01: Tyne Tees & We
ED02: Lancashire & Cu
ED04: West & North Yo
ED05: West & North Yo
ED06: South & East Yo
ED07: South & East Yo
ED08: North Mancheste
ED09: Merseyrail City Li
ED10: South Mancheste
ED11: Lancashire & Cu
Viable Transfer Point (VTP)
VTP suitable for transfer to buses
VTP suitable for transfer to other train
VTP suitable for transfer to LUL or Metro
VTP start of diversionary route
Normal passenger service
Diversionary route
Ilkley
Burley-in-Wharfdale
Ben Rhydding
Menston
Guiseley
Baildon
Apperley Bridge
Kirkstall Forge
Shipley
Frizinghall
Bradford Forster Sq.
Bradford Interchange
New Pudsey
Bramley
Leeds
Pannal
Hornbeam Park
Harrogate
Starbeck
Knaresborough
Cattal
Hammerton
Poppleton
Weeton
Horsforth
Headingley
Burley Park
Church Fenton
Ulleskelf
York
East Garforth
Sherburn-in-Elmet
Cross Gates
Garforth
Micklefield
South Milford
Castleford
Pontefract Monkhill
Whitley Bridge
Pontefract Tanshelf
Featherstone
Knottingley
Hensall
Pontefract Baghill
Hebden Bridge
Mytholmroyd
Sowerby Bridge
Halifax
Low Moor
Cottingley
Morley
Batley
Dewsbury
Ravensthorpe
Brighouse
Mirfield
Huddersfield
Deighton
Woodlesford
Glasshoughton
Normanton
Outwood
Wakefield Westgate
Streethouse
Wakefield Kirkgate
Lockwood
Berry Brow
Honley
Brockholes
Stocksmoor
Shepley
Denby Dale
Penistone
Silkstone Common
Dodworth
Barnsley
Wombwell
Elsecar
Chapeltown
Sandal & Agbrigg
Fitzwilliam
Darton
Moorthorpe
Thurnscoe
Goldthorpe
Bolton-on-Dearne
Swinton
Rotherham Central
Meadowhall
Sheffield
Darnall
Woodhouse
South Elmsall
Adwick
Bentley
Mexborough
Conisbrough
Doncaster
Kirk Sandall
Hatfield & Stainforth
Kiveton Park
Kiveton Bridge
Derby
Nottingham
Ilkeston
Langley Mill
Alfreton
Chesterfield
Dronfield
Seamer
Scarborough
Filey
Hunmanby
Bempton
Bridlington
Malton
Nafferton
Driffield
Hutton Cranswick
Arram
Beverley
Cottingham
Ferriby
Hull
Wressle
Eastrington
Broomfleet
Selby
Howden
Gilberdyke
Brough
Hessle
Saltmarshe
Rawcliffe
Goole
Barton-on-Humber
Barrow Haven
New Holland
Snaith
Thorne North
Thorne South
Crowle
Althorpe
Scunthorpe
Barnetby
Goxhill
Thornton Abbey
Ulceby
Habrough
Healing
Stallingborough
Great Coates
Grimsby Town
Grimsby Docks
New Clee
Cleethorpes
Brigg
Kirton Lindsey
Gainsborough Central
Gainsborough Lea Road
Saxilby
Lincoln
Retford
Worksop
Shireoaks
Final version details
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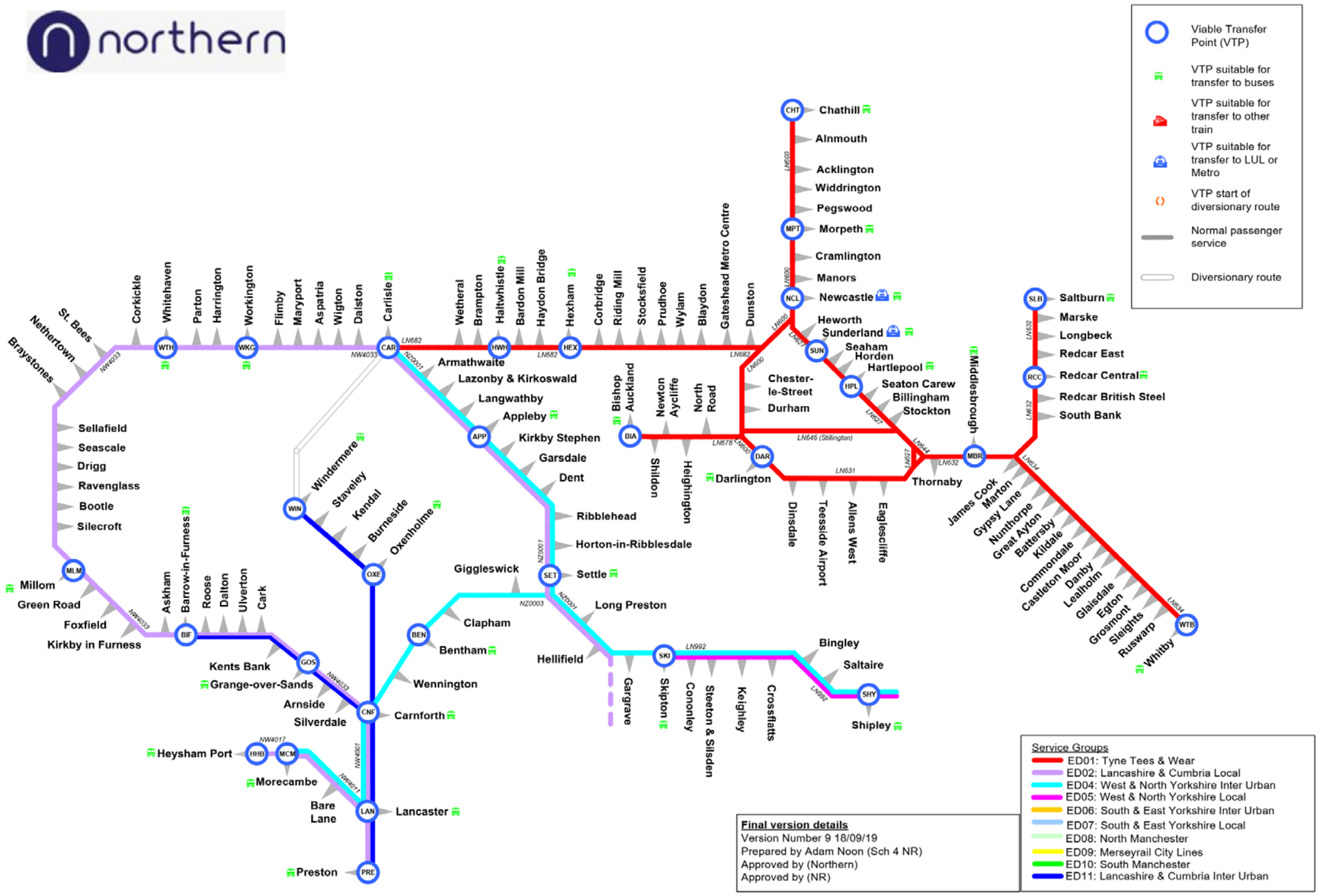
Approved by (NR)


Viable Transfer Point (VTP)
VTP suitable for transfer to buses
VTP suitable for transfer to other train
VTP suitable for transfer to LUL or Metro
VTP start of diversionary route
Normal passenger service
Diversionary route
CHT Chathill
Alnmouth
Acklington
Widdrington
Pegswood
MPT Morpeth
Cramlington
Manors
NCL Newcastle
Heworth
Sunderland
SUN
Seaham
Horden
Hartlepool
HPL
Seaton Carew
Billingham
Stockton
Middlesbrough
SLB Saltburn
Marske
Longbeck
Redcar East
RCC Redcar Central
Redcar British Steel
South Bank
MBR
Thornaby
James Cook
Marton
Gypsy Lane
Nunthorpe
Great Ayton
Battersby
Kildale
Commondale
Castleton Moor
Danby
Leaholm
Glaisdale
Egton
Grosmont
Sleights
Ruswarp
WTB Whitby
Chester-le-Street
Durham
BIA Bishop Auckland
Newton Aycliffe
North Road
Shildon
Heighington
DAR Darlington
Dinsdale
Teesside Airport
Allens West
Eaglescliffe
LN646 (Stillington)
LN631
LN644
LN632
LN634
LN633
LN678
LN682
LN680
LN690
LN627
LN626
LN600
CAR Carlisle
Wetheral
Brampton
HWH Haltwhistle
Bardon Mill
Haydon Bridge
HEX Hexham
Corbridge
Riding Mill
Stocksfield
Prudhoe
Wylam
Blaydon
Gateshead Metro Centre
Dunston
Armathwaite
Lazonby & Kirkoswald
Langwathby
Appleby
APP
Kirkby Stephen
Garsdale
Dent
Ribblehead
Horton-in-Ribblesdale
Settle
SET
Giggleswick
Clapham
BEN
Bentham
Wennington
Carnforth
CNF
Arnside
Silverdale
Kents Bank
Grange-over-Sands
GOS
Millom
Green Road
Foxfield
Kirkby in Furness
MLM
BIF
Askham
Barrow-in-Furness
Roose
Dalton
Ulverton
Cark
Sellafield
Seascale
Drigg
Ravenglass
Bootle
Silecroft
St. Bees
Nethertown
Braystones
Corkickle
Whitehaven
WTH
Parton
Harrington
WKG Workington
Flimby
Maryport
Aspatria
Wigton
Dalston
Windermere
Staveley
Kendal
Burneside
Oxenholme
WIN
OXE
Heysham Port
HHB
MCM
Morecambe
Bare Lane
LAN Lancaster
Preston
PRE
Hellifield
Long Preston
Gargrave
SKI Skipton
Cononley
Steeton & Silsden
Keighley
Crossflatts
Bingley
Saltaire
SHY
Shipley
LN992
NW4033
NW4053
NW4017
NW4011
NZ2001
NZ2003
NZ0001
NZ0003
Final version details
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Prepared by Adam Noon (Sch 4 NR)
Approved by (Northern)
Approved by (NR)
Service Groups
ED01: Tyne Tees & Wear
ED02: Lancashire & Cumbria Local
ED04: West & North Yorkshire Inter Urban
ED05: West & North Yorkshire Local
ED06: South & East Yorkshire Inter Urban
ED07: South & East Yorkshire Local
ED08: North Manchester
ED09: Merseyrail City Lines
ED10: South Manchester
ED11: Lancashire & Cumbria Inter Urban

Annex C to Part 3 of Schedule 4 – Payment Rate per train mile *17th*

Service Group	Description	Compensation Rate	Total Train Cost per Mile (Pence)
ED01	Tyne Tees & Wear	Other	[redacted]
ED02	Lancashire & Cumbria Local	Other	[redacted]
ED04	West & North Yorkshire Inter Urban	Other	[redacted]
ED05	West & North Yorkshire Local	Other	[redacted]
ED06	South & East Yorkshire Inter Urban	Other	[redacted]
ED07	South & East Yorkshire Local	Other	[redacted]
ED08	North Manchester (Off Peak)	Other	[redacted]
ED08	North Manchester (Peak)	Other	[redacted]
ED09	Merseyrail City Lines	Other	[redacted]
ED10	South Manchester (Off Peak)	Other	[redacted]
ED10	South Manchester (Peak)	Other	[redacted]
ED11	Lancashire & Cumbria Inter Urban	Other	[redacted]

Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue *17th*

Service Group	Description	Defined Service Group Revenue
ED01 All Trains	Tyne, Tees & Wear	[redacted]
ED02 All Trains	Lancashire & Cumbria	[redacted]
ED04 All Trains	West & North Yorkshire Inter Urban	[redacted]
ED05 All Trains	West & North Yorkshire Local	[redacted]
ED06 All Trains	South & East Yorkshire Inter Urban	[redacted]
ED07 All Trains	South & East Yorkshire Local	[redacted]
ED08 Off-Peak	North Manchester	[redacted]
ED08 Peak	North Manchester	[redacted]
ED09 All Trains	Merseyrail City Lines	[redacted]
ED10 Off-Peak	South Manchester	[redacted]
ED10 Peak	South Manchester	[redacted]
ED11 All Trains	Lancashire & Cumbria Inter Urban	[redacted]

PART 4: NOT USED

PART 5: ACCESS CHARGE SUPPLEMENT FOR RESTRICTIONS OF USE *17TH*

1 The Train Operator shall pay or procure the payment to Network Rail of an Access Charge Supplement for Restrictions of Use (ACSRU) in respect of each Period equal to 1/13 of the amount specified below (as indexed in accordance with paragraph **Error! Reference source not found.**) in respect of the Relevant Year commencing 1 April in which the first day of the relevant Period falls:

2019-2020	£11,311,167
2020-2021	£10,369,449
2021-2022	£15,411,396
2022-2023	£14,089,762
2023-2024	£10,172,606

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

2 Each such amount specified in paragraph 1 shall be adjusted in respect of payments made relating to Periods in the Relevant Year t in accordance with the following formula:

$$ACSRU_{pt} = ACSRU_t \times \left(1 + \frac{(CPI_{t-1} - CPI_{2018})}{CPI_{2018}}\right) \times \ Initial\ Indexation\ Factor$$

where:

$ACSRU_{pt}$ is the actual amount, expressed in pounds sterling and rounded to zero decimal places, payable in the Relevant Year t;

$ACSRU_t$ is the relevant amount specified in paragraph 1 of this Part 5 for the Relevant Year t (before indexation);

CPI_{t-1} has the meaning set out in paragraph 14.1 of Part 3 of this Schedule 4; and

CPI_{2018} means the CPI published or determined with respect to the month of November 2018,

but so that in relation to the Relevant Year commencing on 1 April 2019, $ACSRU_t$ shall have the relevant value specified in the relevant column of the table in paragraph 1. *17th*

SCHEDULE 5: THE SERVICES AND THE SPECIFIED EQUIPMENT

1 Definitions

1.1 In this Schedule unless the context otherwise requires:

"Calling Pattern"	means a list of stations related to one or more Passenger Train Slots, at which stops are to be Scheduled in the Working Timetable;
"Contingent Right"	means a right under this Schedule 5 which is not a Firm Right and which is subject to the fulfilment of all competing Exercised Firm Rights and any additional contingency specified in this Schedule 5;
"Day"	means any period of 24 hours beginning at 0200 hours and ending immediately before the next succeeding 0200 hours, and any reference in this Schedule to any named day of the week shall be to such period commencing on that named day;
"Exercised"	has the meaning ascribed to it in Part D of the Network\Code;
"Firm Right"	has the meaning ascribed to it in Part D of the Network Code;
"Journey Time"	means the time in the Working Timetable to be taken by a Service in travelling between the specified departure point and specified destination for that Service;
"Journey Time Review Notice"	has the meaning ascribed to it in paragraph 7.4;
"Maximum Journey Time"	means, in respect of a Passenger Train Slot, the corresponding Maximum Journey Time, if any, set out in column 4 of Table 6.1;
"Modification Notice"	has the meaning ascribed to it in paragraph 7.9;
"Network Change"	has the meaning ascribed to it in Part G of the Network Code;
"Passenger Train Slot"	means a Train Slot intended by the Train Operator to be used for the provision of a Service;
"Public Holiday"	means any day other than Saturday or Sunday on which the banks in the City of London are not open for business;

“Reduced Regular Calling Pattern”	has the meaning ascribed to it in paragraph 4.1;
“Regular Calling Pattern”	has the meaning ascribed to it in paragraph 4.1;
“Scheduled”	means, in relation to the quantum, timing or any other characteristic of a train movement, that quantum, timing or other characteristic as included in the applicable Working Timetable;
“Service Group”	means any one or more (as the context may require) of the service groups described in this Schedule;
“Timetable Period”	means the period of time between (and including) one Timetable Change Date and (but excluding) the immediately succeeding Timetable Change Date;
"Timing Load"	means, in relation to a Service, the timing reference code as defined from time to time in the Working Timetable;
“Train Service Code” or “TSC”	means the eight character code applied in the Performance Monitoring System and used to identify Services;
“Weekday”	means any day (including, except for the purposes of paragraphs 6 and 7, a Public Holiday) which is not a Saturday or Sunday; and
“xx20”	means, as an example of this notation, 20 minutes past the hour.

1.2 Unless otherwise stated, where in this Schedule a period is expressed to be between two specific times that period shall be inclusive of both such times.

1.3 The Train Operator's rights under this Schedule as to numbers of Passenger Train Slots per Day are calculated by reference to departures from the Scheduled start point on the Day in question, notwithstanding that a Passenger Train Slot may not be Scheduled to arrive at its end point until the immediately succeeding Day.

2 Passenger Train Slots

2.1 The Train Operator has Firm Rights to the number of Passenger Train Slots in the Working Timetable in respect of a Service Group as listed against each Service specified in Table 2.1 on the Days and within the Peak and Off-Peak times so listed using any Specified Equipment included in paragraph 5.1.(a) that is capable of achieving the Timing Load shown. If the Train Operator makes an Access Proposal, or relies on a Rolled Over Access Proposal, to operate any of the Services specified in Table 2.1 using Specified Equipment that is not capable of achieving the Timing Load shown, then the rights will be treated as Contingent Rights for the purposes of Part D of the Network Code.

2.2 In order to provide for the Scheduling of part only of Passenger Train Slots specified in Table 2.1 the Train Operator has:

(a) Not used.

(b) Contingent Rights for such a Passenger Train Slot to commence from and/or terminate at any other station listed in its Calling Pattern.

Table 2.2: Additional Passenger Train Slots:

2.3 Not used

In order to provide through Services the Train Operator has:

(a) Firm Rights to combine Passenger Train Slots at [*nnn*, *mmm and lll*]; and

(b) Contingent Rights to combine Passenger Train Slots at [*kkk*, *jjj and iii*] [all other locations].

Additional Passenger Train Slots

2.4 The Train Operator has Contingent Rights to additional Passenger Train Slots in the Working Timetable in respect of a Service Group up to the number listed against each Service specified in Table 2.2 and on the Days so listed.

2.5 A Contingent Right for an additional Passenger Train Slot under paragraph 2.4 includes:

(a) a Contingent right to call at any station listed in Table 4.1;

(b) a Contingent Right to have Scheduled part only of the Passenger Train Slot in question; and

(c) a Contingent Right to combine Passenger Train Slots to provide a through Service.

Ancillary Movements

2.6 The Train Operator has Firm Rights to make Ancillary Movements of Specified Equipment to the extent necessary or reasonably required to give full effect to the other Firm Rights of the Train Operator, including:

(a) movements for the purpose of maintenance of rolling stock to and from maintenance depots;

(b) movements for driver training purposes; and

(c) empty stock movements.

2.7 For the purpose of paragraph 2.6, Ancillary Movements shall not include movements of rolling stock for the purpose of testing or driver training to the extent that:

(a) the rolling stock concerned has not achieved vehicle and route acceptance necessary for its use in the carriage of passengers on the route in question; or

(b) where the route in question is not used by the Train Operator for carriage of passengers, the rolling stock concerned has not achieved vehicle and route acceptance necessary to operate on the route without passengers on board.

Relief Passenger Train Slots

2.8 The Train Operator has Contingent Rights to relief Passenger Train Slots for special or seasonal events, whenever the Train Operator believes (acting in a reasonable and proper manner) that a relief Passenger Train Slot is necessary to accommodate anticipated customer demand. These Contingent Rights are subject to:

(a) the relief Passenger Train Slot being additional to a Service for which the Train Operator has access rights in table 2.1 or 2.2; and

(b) each relief Passenger Train Slot being allocated the relevant Train Service Code as shown in Schedule 7, Appendix 7C.

2.9 Subject to prior agreement with Network Rail, the Train Operator shall be entitled to operate Services on 25 and 26 December in any year. Any prior agreement shall be subject to paying for Network Rail's reasonable costs for providing such access. 7th

2.10 In respect of any Public Holiday (other than 25 and 26 December); the Train Operator has Firm Rights to operate a Weekday service on any of the Services listed in Table 2.1.

2.11 The exercise of a Stabling right shall not count against the number of Passenger Train Slots listed in Table 2.1.

3 Intervals - Not used

4 Calling Patterns

4.1 In respect of each Service specified in column 1 of Table 4.1, the Train Operator has Firm Rights to the corresponding Calling Pattern listed in column 2 of that Table (the "Regular Calling Pattern") or any subset of the Calling Pattern (the "Reduced Regular Calling Pattern").

Additional calls

4.2 The Train Operator has Contingent Rights to have Scheduled, in respect of any Passenger Train Slot, calls at one or more of the stations set out opposite the Service in column 3 of Table 4.1 being stations which do not form part of the Regular Calling Pattern.

5 Specified Equipment

5.1 In order to provide the Services specified in this Schedule 5, subject to obtaining any necessary route clearance for the route in question, the Train Operator has:

(a) Firm Rights to operate the following railway vehicles:

Class 142 DMU
Class 144 DMU
Class 150 DMU
Class 153 DMU
Class 155 DMU
Class 156 DMU
Class 158 DMU
Class 170 DMU
Class 185 DMU
Class 195 DMU *10th*
Class 321 EMU
Class 322 EMU
Class 323 EMU
Class 333 EMU
Class 331 EMU *10th*
Class 319 EMU
Class 769 EDMU *10th*
Class 37 locomotive
Class 47 locomotive
Mark II Coaches

and

(b) Contingent Rights to operate any railway vehicles registered with Network Rail's rolling stock library.

For the purposes of this contract the railway vehicles specified in paragraph 5.1(a) and 5.1(b) are known as the "Specified Equipment".

Train length

5.2 The Train Operator has a Firm Right to the maximum train length in metres which the Network can from time to time accommodate, subject to a right of Network Rail to vary the train length in cases where the Network cannot accommodate all Access Proposals and Rolled Over Access Proposals to operate to the maximum length.

5.3 Nothing in paragraph 5.2 precludes the operation of trains in excess of platform lengths where appropriate measures have been taken to control, so far as is reasonably practicable, any risks introduced by the use of such longer trains.

6 Journey Time Protection – Not used

7 Provisions applicable to Journey Time protection - Not used

8 Other rights – Not used

9 Schedule 5 Tables

9.1 The following Tables 2.1, 2.2 and 4.1 are split by Service Group

Service Group ED01 – Tyne, Tees and Wear

Table 2.1: Passenger Train Slots [16th 18th 25th]

1						2					
Service Group ED01											
Service description: Tyne, Tees and Wear						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Week day**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Darlington	Saltburn	Direct	ED01.1	21801000	142	4	4	7	15	15	0
Saltburn	Darlington			21801000	142	3	4	10	17	17	4
Darlington	Middlesbrough			21801000	142	0	0	1	1	1	2
Middlesbrough	Saltburn			21801000	142	0	0	2	2	2	1
Saltburn	Middlesbrough			21801000	142	0	0	1	1	1	1
Darlington	Nunthorpe			21801000 21800000	142	1	0	0	1	1	0
Middlesbrough	Bishop Auckland			21801000	142	0	0	1	1	1	2
Middlesbrough	Darlington			21801000	142	0	0	0	0	0	0
Darlington	Whitby		ED01.2	21801000	156	1	0	0	1	1	1
Whitby	Darlington			21800000 21801000	156	0	0	0	0	0	1
Middlesbrough	Whitby		ED01.5	2180000 0	142	0	0	3[3]	3[3]	3[3]	0

Whitby	Middlesbrough			21800000	142	1	0	4[3]	5[3]	5[3]	1[3]
Darlington	Hartlepool		ED01.9	21801000	142	0	0	0	0	0	2
Hartlepool	Darlington			21801000	142	0	0	0	0	0	2
Nunthorpe	Middlesbrough		ED01.8	21800000	142	0	0	1	1	1	0
Middlesbrough	Nunthorpe			21801000		0	0	2	2	2	0
Newcastle	Whitby	Hartlepool Middles-brough	ED01.7	11792920 21800000	142	0	0	1	1	1	1

Notes to Table:
1 Peak times – arriving at Middlesbrough between 0600 and 0959, departing from Middlesbrough between 1500 and 1859
2 Off-Peak times - arriving at and departing from Middlesbrough outside Peak times
3 The Train Operator has Firm Rights to operate an additional evening train on Fridays from the first Friday in July to the first Friday in September (inclusive) and on a maximum of four other days, excluding Sundays, between successive Principal Change Dates.

(S) = From the Subsidiary Timetable Change Date to the second Sunday in September (inclusive)
(W) =From the third Sunday in September to the Sunday before the subsidiary Timetable Change Date (inclusive)
FO = Friday only
FSX = Monday, Tuesday, Wednesday, Thursday only

1						2					
Service Group ED01											
Service Description: Tyne, Tees and Wear						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Week day**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Darlington	Bishop Auckland	Direct	ED01.1	21801000	142	0	0	2	2	1	2

Notes to Table:
1 Peak times – arriving at Darlington between 0600 and 0959, departing from Darlington between 1500 and 1859
2 Off-Peak times – arriving at and departing from Darlington outside peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

(S) = From the subsidiary Timetable Change Date to the second Sunday in September (inclusive)
(W) =From the third Sunday in September to the Sunday before the Subsidiary Timetable Change Date (inclusive)

1						2					
Service Group ED01											
Service description: Tyne, Tees and Wear						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Weekday**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Carlisle	Newcastle	Direct	ED01.3	21793000	142	0	0	11	11	12	1
Carlisle	Middlesbrough					0	0	1	1	1	5
Newcastle	Carlisle					0	4	7	11	12	0
Middlesbrough	Carlisle					1	0	0	1	1	4

Carlisle	Hartlepool		ED01.8	21793000 11792920		0	0	1	1	0	0
Carlisle	Morpeth		ED01.10	21793000 21794000		2	0	9	11	11	0
Morpeth	Carlisle					1	4	7	12	11	0
Chathill	Carlisle					1	0	1	2	1	0
Chathill	Newcastle		ED01.4	21794000		0	0	0	0	1	0
Hexham	Newcastle			21796000		2	0	2	4	3	0
Morpeth	Hexham			21794000		0	0	0	0	1	0
Newcastle	Chathill			21796000		0	0	1	1	1	0
Newcastle	Hexham					0	1	0	1	1	0
Newcastle	Metrocentre					0	0	0	0	0	15
Newcastle	Prudhoe					0	1	0	1	1	0
MetroCentre	Newcastle					0	0	1	1	1	15
Metrocentre	Stockton		ED01.7	21796000 11792920	156	0	1	0	1	1	0
Carlisle	Chathill		ED01.10	21794000 21793000	156	0	1	0	1	1	0

Carlisle	Sunderland		ED01.8	11792920 21793000	156	0	0	0	0	1	0

1						**2**					
Service Group ED01											
Service description: Tyne, Tees and Wear						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Week day**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Middlesbrough	Carlisle			21793000		1	0	0	1	0	4
Saltburn			ED01.6	21791000		1	0	0	1	1	0
Middlesbrough	Newcastle			21791000		1	0	0	1	2	2
Saltburn						1	0	0	1	1	0
Newcastle	Darlington				142	0	0	1	1	1	0
Newcastle	Middlesbrough					0	0	1	1	1	0
Whitby	Hexham			21800000		0	1	0	1	1	0
Battersby	Metrocentre		ED01.7	11792920 21796000		0	0	1	1	0	0
Hartlepool	Hexham		ED01.8	11792920		1	0	0	1	1	0
Commondale	Hexham			TBC		0	1	0	1	1	0
Hexham	Commondale			TBC		0	0	1	1	1	0
Hexham	Battersby			TBC		0	1	0	1	1	0

Hexham	Middlesbrough			21796000		0	0	2	2	2	0
Hexham	Nunthorpe			21796000 11792920 21800000		0	2	3	5	5	0
Hexham	Whitby		ED01.7	21796000 11792920 21800000	156	0	1	1	2	2	0
Battersby	Prudhoe		ED01.8	21800000 21796000 11792920	156	0	0	0	0	1	0

1					**2**						
Service Group ED01											
Service description: Tyne, Tees and Wear					**Passenger Train Slots**						
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Middlesbrough	Hexham	Sunderland	ED01.8	11792920	142	0	1	2	3	2	0

	Newcastle					1	0	0	1	2	2
Newcastle	Hartlepool					0	0	0	0	1	0
	Middlesbrough					0	0	1	1	1	0
	Nunthorpe			11792920 21800000		0	0	1	1	0	1
Nunthorpe	Hexham			21800000 21796000		1	1	4	6	5	0
	Metrocentre					0	1	2	3	3	0
Nunthorpe	Carlisle	Sunderland		21800000 11792920 21793000	142	0	0	0	0	0	6
Carlisle	Nunthorpe					2	0	0	2	2	6
Carlisle	Whitby					0	0	0	0	0	2
Whitby	Carlisle					0	0	0	0	0	2
Saltburn	Carlisle	Darlington	ED01.11	21793000 11792920 21791000	142	1	0	0	1	1	0
Hexham	Saltburn					1	0	0	1	1	0
Metrocentre	Saltburn			11792920 21791000		0	0	0	0	0	1
Saltburn	Nunthorpe	Direct	ED01.12	21791000 21800000		1	0	0	1	1	0

Carlisle	Hartlepool		ED01.8	21793000 11792920	156	0	0	1	1	0	0

Notes to Table:
1 Peak times – arriving Newcastle between 0600 and 0959, departing from Newcastle between 1500 and 1859
2 Off-Peak times - arriving at and departing from Newcastle outside peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”

(S) = From the Subsidiary Timetable Change Date to the Second Sunday in September (inclusive)
(W) = From the third Sunday in September to the Sunday before the Subsidiary Timetable Change Data (inclusive)

Service Group ED01 – Tyne, Tees and Wear

Table 2.2 – Additional Passenger Train Slots [18th 25th]

1						2					
Service Group ED01[1]											
Service description: South and East Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	Evening Peak				
Newcastle	Middlesbrough	ECML Stillington	ED01.13	TBC	158	1	4	6	11	11	0
Middlesbrough	Newcastle	ECML Stillington	ED01.13	TBC	158	1	3	6	10	10	0
Newcastle	Middlesbrough	Durham Coast	ED01.13	TBC	158	0	0	1	1	1	0
Middlesbrough	Newcastle	Durham Coast	ED01.13	TBC	158	0	2	0	2	2	0
Newcastle	Morpeth	Direct	ED01.4	21796000	142	0	0	0	0	1	0
Bishop Auckland	Saltburn	Direct	ED01.1	21801000	142	2	4	9	15	15	13

Saltburn	Bishop Auckland	Direct	ED01.1	21801000	142	2	4	7	13	13	10
Morpeth	Newcastle	Direct	ED01.4	21794000	142	0	0	1	1	2	1
Morpeth	MetroCentre	Direct	ED01.4	21794000	142	0	0	1	1	0	7
Newcastle	Morpeth	Direct	ED01.4	21796000	142	0	0	0	0	0	2
MetroCentre	Morpeth	Direct	ED01.4	21796000	142	0	0	3	3	2	6
Prudhoe	Morpeth	Direct	ED01.6	21793000 21794000	156	0	0	1	1	1	0

1. Rights shall expire on Subsidiary change date 2021

Service Group ED01 – Tyne, Tees and Wear

Table 4.1: Calling Patterns *16th 18th 25th*

1					2	3
Service Group ED01						
Service description: Tyne, Tees and Wear						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional Stations**
Bishop Auckland	Saltburn or Hartlepool	Direct	ED01.1	21801000	Shildon, Newton Aycliffe, Heighington, North Road, Darlington, Dinsdale, Allens West, Eaglescliffe, Thornaby, Middlesbrough, South Bank, , Redcar Central, Redcar East, Longbeck, Marske, Stockton, Billingham, Seaton Carew	Teeside Airport
Bishop Auckland	Whitby	Direct	ED01.2	21800000 21801000	Shildon, Newton Aycliffe, Heighington, North Road, Darlington, Dinsdale, Allens West, Eaglescliffe, Thornaby, Middlesbrough, James Cook, Marton, Gypsy Lane, Nunthorpe, Great Ayton, Battersby, Kildale, Commondale, Castleton Moor, Danby, Lealholm, Glaisdale, Egton, Grosmont, Sleights, Ruswarp	Not applicable
Newcastle	Carlisle	Direct	ED01.3	21793000	MetroCentre, Wylam, Prudhoe, Stocksfield, Riding Mill, Corbridge, Hexham, Haydon Bridge, Bardon Mill, Haltwhistle, Brampton, Wetheral	Dunston, Blaydon
Chathill	Hexham	Direct	ED01.4	21794000 21796000	Alnmouth, Acklington, Widdrington, Pegswood, Morpeth, Cramlington, Newcastle, MetroCentre, Wylam, Prudhoe, Stocksfield, Riding Mill, Corbridge	Dunston
Middlesbrough	Whitby	Direct	ED01.5	21800000	James Cook, Marton, Gypsy Lane, Nunthorpe, Great Ayton, Battersby, Kildale, Commondale, Castleton Moor, Danby, Lealholm, Glaisdale, Egton, Grosmont, Sleights, Ruswarp	Not applicable

Morpeth or Carlisle	Saltburn	Darlington	ED01.6	21794000 21793000 21791000	Cramlington, Wetheral, Brampton, Haltwhistle, Bardon Mill, Haydon Bridge, Hexham, Corbridge, Riding Mill, Stocksfield, Prudhoe, Wylam, Blaydon, MetroCentre, Dunston, Newcastle, Chester-le-Street, Durham, Darlington, Dinsdale, Allens West, Eaglescliffe, Thornaby, Middlesbrough, Redcar Central, Redcar East, Longbeck, Marske	Not applicable
Hexham	Whitby	Sunderland	ED01.7	21796000 21800000 11792920	Corbridge, Riding Mill, Stocksfield, Prudhoe, Wylam, Blaydon, MetroCentre, Dunston, Newcastle, Heworth, Sunderland, Seaham,Horden, Hartlepool, Seaton Carew, Billingham, Stockton, Thornaby, Middlesbrough, James Cook Marton, Gypsy Lane, Nunthorpe, Great Ayton, Battersby, Kildale, Commondale, Castleton Moor, Danby, Lealholm, Glaisdale, Egton, Grosmont, Sleights, Ruswarp	Not applicable
Whitby	Carlisle	Sunderland	ED01.8	11792920 21793000 21796000 21800000	Great Ayton, Ruswarp, Sleights, Grosmont, Egton, Glaisdale, Lealholm, Danby, Castleton Moor, Commondale, Kildale, Battersby, Great Ayton, Nunthorpe, Gypsy Lane, Marton, Middlesbrough, James Cook, Thornaby, Stockton, Billingham, Seaton Carew, Hartlepool, Horden, Seaham, Sunderland, Heworth, Newcastle, MetroCentre, Wylam, Prudhoe, Stocksfield, Riding Mill, Corbridge, Hexham, Haydon Bridge, Bardon Mill, Haltwhistle, Brampton, Wetheral	Dunston, Blaydon
Carlisle	Hartlepool	Sunderland	ED01.9	21793000 11792920	Seaham, Sunderland, Heworth, Newcastle, Dunston, MetroCentre, Blaydon, Wylam, Prudhoe, Stocksfield, Riding Mill, Corbridge, Hexham, Haydon Bridge, Bardon Mill, Haltwhistle, Brampton, Wetheral	Not applicable
Carlisle	Chathill	Direct	ED01.10	21793000 21794000	Alnmouth, Acklington, Widdrington, Pegswood, Morpeth, Cramlington, Manors, Newcastle, Dunston, MetroCentre, Blaydon, Wylam, Prudhoe, Stocksfield, Riding Mill, Corbridge, Hexham, Haydon Bridge, Bardon Mill, Haltwhistle, Brampton,Wetheral	Not applicable
Carlisle	Saltburn	Darlington	ED01.11	21793000	Marske, Longbeck, Redcar East, Redcar Central, , South Bank, Middlesbrough, James Cook, Marton, Gypsy Lane,	Not applicable

				21791000	Middlesbrough, Thornaby, Eaglescliffe, Allens West, Dinsdale, Darlington, Durham, Chester-le-Street	
Saltburn	Nunthorpe	Direct	ED01.12	21791000 21800000	Gypsy Lane, Marton, James Cook, Middlesbrough, South Bank, , Redcar Central, Redcar East, Longbeck, Marske	Not applicable
Newcastle	Middlesbrough	Stillington/ Durham Coast	ED01.13			Chester Le Street, Durham, Stockton, Thornaby, Heworth, Sunderland, Seaham, Horden, Hartlepool,

Service Group ED02 – Lancashire and Cumbria

Table 2.1: Passenger Train Slots [16th 18th 25th]

1						2					
Service Group ED02											
Service description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Barrow- in- Furness	Millom	Direct	ED02.1	22358000 22354000 12355820	153	0	0	3	3	2	3
Barrow- in- Furness	Sellafield					0	1	0	1	0	0
Barrow- in- Furness	Maryport					0	0	0	0	1	0
Millom	Barrow-in-Furness					1	0	2	3	3	2
Maryport	Barrow-in-Furness					1	0	0	1	1	0

Notes to Table:
1 Peak times – arriving Barrow-in-Furness between 06:00 and 09:59, departing Barrow-in-Furness between 15:00 and 18:59
2 Off-Peak times - arriving at and departing from Barrow-in-Furness outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED02											
Service description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Barrow-in-Furness	Carlisle	Direct	ED02.1	22358000 22354000 12355820	153	2	0	9	11	12	4
Carnforth	Carlisle					0	0	0	0	0	1
Barrow–in-Furness	Carnforth					0	0	0	0	0	1
Carlisle	Barrow–in-Furness					0	3	8	11	13	6
Carlisle	Whitehaven					0	1	3	4	4	4
Whitehaven	Carlisle					1	0	2	3	2	3
Workington	Carlisle					1	0	0	1	1	2

Notes to Table:
1 Peak times – arriving Carlisle between 06:00 and 09:59, departing Carlisle between 15:00 and 18:59
2 Off-Peak times - arriving at and departing from Carlisle outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED02											
Service description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Barrow–in-Furness	Lancaster	Direct	ED02.1	22358000	153	2	0	3	5	5	2
Carlisle	Lancaster	Barrow–in-Furness		22354000		0	0	3	3	3	2
Carlisle	Preston	Barrow–in-Furness		12355820		0	0	1	1	0	1
Preston	Carlisle	Barrow–in-Furness				0	1	0	1	1	0
Lancaster	Barrow–in-Furness	Direct				0	2	3	5	4	2
Lancaster	Carlisle					0	0	3	3	3	3
Lancaster	Millom					0	0	0	0	1	0
Morecambe	Preston	Direct	ED02.6			0	0	1	1	0	0

Notes to Table:
1 Peak times – arriving Lancaster between 06:00 and 09:59, departing Lancaster between 15:00 and 18:59
2 Off-Peak times – arriving at and departing from Lancaster outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED02											
Service description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times [2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Sellafield	Barrow – in - Furness	Direct	ED02.1	22358000 22354000 12355820	153	0	0	1	1	0	0
Lancaster	Morecambe	Direct	ED02.4			0	5	16	21	21	12
Morecambe	Lancaster					6	0	14	20	21	12
Preston	Millom					0	0	0	0	1	0

Notes to Table
1 Peak times – arriving Lancaster between 06:00 and 09:59, departing Lancaster between 15:00 and 18:59
2 Off-Peak times – arriving at and departing from Lancaster outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED02											
Service description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Lancaster	Heysham Port	Direct	ED02.13	22352000	142	0	0	1	1	1	1
Heysham Port	Lancaster					0	0	1	1	1	1

Notes to Table
1 Peak times – arriving Workington between 0600 and 0959, departing Workington between 1500 and 1859
2 Off-Peak times - arriving at and departing from Workington outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED02											
Service description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Barrow-In-Furness	Preston	Direct	ED02.1	22358000	153	0	0	1	1	1	1
Preston	Barrow-In-Furness	Direct		22354000 12355820		0	0	1	1	2	0
Stockport	Blackpool North		ED02.2	12355820 12228110	319	0	0	0	0	0	1
Blackpool North	Hazel Grove					4	4	8	16	16	0
Hazel Grove	Blackpool North					2	4	10	16	16	0
Blackpool North	Stoke-on-Trent		ED02.14	12355820 12231820		0	0	0	0	0	15
Stoke-on-Trent	Blackpool North					1	0	1	2	2	15
Blackpool North	Carlisle	Clitheroe	ED02.3	22239000		0	0	0	0	0	1 S

Carlisle	Blackpool North					0	0	0	0	0	1 S
Carlisle	Preston					0	0	0	0	0	0
Preston	Carlisle					0	0	0	0	0	0

(S) = From the Subsidiary Timetable Change Date to the Second Sunday in September (inclusive)

(W) = From the third Sunday in September to the Sunday before the Subsidiary Timetable Change Data (inclusive)

1						2					
Service Group ED02											
Service description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Blackpool North	Hellifield	Clitheroe	ED02.3	22239000	156	0	0	0	0	0	1W
Hellifield	Blackpool North					0	0	0	0	0	1W
Preston	Hellifield					0	0	0	0	0	1 W

Hellifield	Preston					0	0	0	0	0	1W
Blackpool South	Colne	Direct	ED02.10	22350000	142	0	0	0	0	0	13
Blackpool South	Preston					4	0	15	19	19	1
Colne	Blackpool South					0	0	0	0	0	12
Colne	Preston					4	0	14	18	18	1
Colne	Blackburn					0	0	1	1	1	0
Preston	Blackpool South					0	4	13	17	17	2
Preston	Blackburn					0	1	1	1	1	0
Blackburn	Preston					0	0	0	0	0	1
1						2					
Service Group ED02											
Service description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**		**Peak times[1]**		**Week**	**Saturday**	**Sunday**	

					Timing Load	**Morning Peak**	**Evening Peak**	**Off-Peak times[2]**	**day[3]**		
Preston	Colne	Direct	ED02.10	22350000	142	0	4	15	19	19	2
Blackburn	Blackpool North		ED02.11	12355820 22350000	142	1	0	0	1	1	0
Ormskirk	Preston		ED02.12	22351000	153	3	0	14	17	17	0
Preston	Ormskirk					0	4	13	17	17	0

Notes to Table:

1 Peak times – arriving Preston between 0600 and 0959, departing Preston between 1500 and 1859

2 Off-Peak times - arriving at and departing from Preston outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

(S) = From the Subsidiary Timetable Change Date to the Second Sunday in September (inclusive)

(W) = From the third Sunday in September to the Sunday before the Subsidiary Timetable Change Data (inclusive)

1						2					
Service Group ED02											
Service Description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Blackpool North	Liverpool Lime Street	Wigan North Western	ED02.7	12249820	156	1	0	12	13	13	0
Liverpool Lime Street	Blackpool North					0	3	11	14	14	0
Blackpool North	Liverpool Lime Street		ED02.8	12249820 12238920		2	0	2	4	4	15
Liverpool Lime Street	Blackpool North					0	1	2	3	3	16
Liverpool Lime Street	Preston					0	1	1	2	2	0

Notes to Table:

1 Peak times – arriving Liverpool Lime Street between 0600 and 0959, departing Liverpool Lime Street between 1500 and 1859

2 Off-Peak times - arriving at and departing from Liverpool Lime Street outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday

1						2					
Service Group ED02											
Service Description: Lancashire and Cumbria						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Victoria	Blackpool North	Bolton, Chorley	ED02.9	12355820	156	0	0	1	1	1	0
Preston	Manchester Victoria	Chorley				3	0	11	14	14	0
Manchester Victoria	Preston					0	4	10	14	15	0

Notes to Table:

1 Peak times – arriving Manchester Victoria between 0600 and 0959, departing Manchester Victoria between 1500 and 1859

2 Off-Peak times - arriving at and departing from Manchester Victoria outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

Service Group ED02 – Lancashire and Cumbria[4]

Table 2.2: Additional Passenger Train Slots[12th]

Service Group ED02 – Lancashire and Cumbria

Table 4.1: Calling Patterns [16th 25th]

1					2	3
Service Group: ED02						
Service Description: Lancashire and Cumbria						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Carlisle	Preston	Barrow-in-Furness	ED02.1	22354000 22358000	Dalston, Wigton, Aspatria, Maryport, Flimby, Workington, Harrington, Parton, Whitehaven, Corkickle, St. Bees, Nethertown, Braystones, Sellafield, Seascale, Drigg, Ravenglass for Eskdale, Bootle, Silecroft, Millom, Green Road, Foxfield, Kirkby-in-Furness, Askam, Barrow-in-Furness, Roose, Dalton, Ulverston, Cark, Kents Bank, Grange-over-Sands, Arnside, Silverdale, Carnforth, Lancaster	Not applicable
Blackpool North	Hazel Grove	Chorley	ED02.2	12355820 12228110	Poulton-le-Fylde, Kirkham & Wesham, Preston, Leyland, Buckshaw Parkway,Chorley, Adlington (Lancashire), Blackrod, Horwich Parkway, Lostock, Bolton, Salford Crescent, Deansgate, Manchester Oxford Road, Manchester Piccadilly, Levenshulme, Heaton Chapel, Stockport, Davenport Woodsmoor	
Carlisle	Blackpool North	Clitheroe	ED02.3	22239000	Armathwaite, Lazonby & Kirkoswald, Langwathby, Appleby, Kirkby Stephen, Garsdale, Dent, Ribblehead, Horton In Ribblesdale, Settle, Hellifield, Clitheroe, Whalley, Langho, Ramsgreave and Wilpshire,	

					Blackburn, Bamber Bridge, Lostock Hall, Preston, Kirkham & Wesham, Poulton-le-Flyde	
Morecambe	Lancaster	Direct	ED02.4	22358000	Bare Lane	Not applicable
Morecambe	Barrow-in-Furness	Lancaster	ED02.5		Bare Lane, Lancaster, Carnforth, Silverdale, Grange-over-Sands, Kents Bank, Cark, Ulverston, Dalton, Roose	
Morecambe	Preston	Direct	ED02.6		Bare Lane, Lancaster	
Blackpool North	Liverpool Lime Street		ED02.7	12249820	Poulton-le-Fylde, Kirkham & Wesham, Preston, Leyland, Euxton Balshaw Lane, Wigan North Western, St. Helens Central, Huyton	
Blackpool North	Liverpool Lime Street		ED02.8	12249820	Poulton-le-Fylde, Kirkham & Wesham, Preston, Leyland, Euxton Balshaw Lane, Wigan North Western, Bryn, Garswood, St. Helens Central, Thatto Heath, Eccleston Park, Prescot, Huyton, Roby, Broad Green, Wavertree Technology Park, Edge Hill	
Blackpool North	Manchester Victoria	Bolton, Chorley	ED02.9	12355820	Layton, Poulton-Le-Flyde, Kirkham & Wesham, Preston, Leyland, Buckshaw Parkway, Chorley, Adlington (Lancashire), Blackrod, Horwich Parkway, Lostock, Bolton, Salford Crescent, Salford Central	Salwick
Blackpool South	Colne	Direct	ED02.10	22350000	Blackpool Pleasure Beach, Squires Gate, St-Annes-on-the-Sea, Ansdell & Fairhaven, Lytham, Moss Side, Kirkham & Wesham, Preston, Lostock Hall, Bamber Bridge, Pleasington, Cherry Tree, Mill Hill (Lancashire), Blackburn, Rishton, Church & Oswaldtwistle, Accrington, Huncoat, Hapton, Rose Grove, Burnley Barracks, Burnley Central, Brierfield, Nelson	

Blackpool North	Colne	Direct	ED02.11	22350000	Poulton-le-Fylde, Preston, Blackburn, Rishton, Church & Oswaldtwistle, Accrington, Huncoat, Hapton, Rose Grove, Burnley Barracks, Burnley Central, Brierfield, Nelson	
Preston	Ormskirk	Direct	ED02.12	22351000	Croston, Rufford, Burscough Junction	Not applicable
Lancaster	Heysham Port	Direct	ED02.13	22352000	Morecambe, Bare Lane	Not applicable
Blackpool North	Stoke-on-Trent	Chorley	ED02.14	12355820 12362822 12231820	Layton, Poulton-le-Fylde, Kirkham & Wesham, Preston, Leyland, Buckshaw Parkway,Chorley, Adlington (Lancashire), Blackrod, Horwich Parkway, Lostock, Bolton, Salford Crescent, Deansgate, Manchester Oxford Road, Manchester Piccadilly, Levenshulme, Heaton Chapel, Stockport, Cheadle Hulme, Bramhall, Poynton, Adlington, Prestbury, Macclesfield. Congleton, Kidsgrove, Longport	

Service Group ED04 – West and North Yorkshire Inter Urban

Table 2.1: Passenger Train Slots [16th 18th 25th]

1						2					
Service Group ED04											
Service description: West and North Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Harrogate	Leeds	Direct	ED04.1	11830820	142	5	0	9	14	14	4
Horsforth	Leeds					2	0	1	3	3	0
Knaresborough	Leeds	Harrogate				4	0	11	15	15	11
Leeds	Harrogate	Direct				0	1	10	11	11	2
Leeds	Horsforth					0	1	2	3	3	0
Leeds	Knaresborough	Harrogate				0	5	11	16	16	11
Leeds	York		ED04.2	11830920		0	4	15	19	18	13
York	Leeds					2	0	17	19	19	12
Carlisle	Leeds	Direct	ED04.3	21151900	156	1	0	7	8	8	5
Leeds	Carlisle					0	1	7	8	8	5

Leeds	Ribblehead					0	0	1	1	1	0
Ribblehead	Leeds					0	0	1	1	2	0
1						2					
Service Group ED04											
Service description: West and North Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Lancaster	Leeds	Direct	ED04.4	21869000	142	1	0	2	3	3	5
Leeds	Lancaster					0	1	2	3	3	5
Leeds	Morecambe	Lancaster				0	1	3	4	4	0
Hebden Bridge	Leeds	Bradford Interchange	ED04.5	11871821	150	3	0	0	3	1	0
Manchester Victoria	Leeds					3	0	2	5	5	0
Leeds	Hebden Bridge					1	0	2	3	2	0
Leeds	Manchester Victoria					0	0	3	3	3	0
Manchester Victoria	Leeds			11871821		1	0	15	16	16	15

Leeds	Manchester Victoria			1223 3820		0	4	14	18	18	16
Manchester Victoria	Leeds		ED04.14	1187 1821 1229 8820 2229 1000		1	0	12	13	15	13
Leeds	Manchester Victoria					0	3	11	14	15	13
Manchester Victoria	Leeds		ED04. 14			1	0	0	1	0	0
Leeds	Manchester Victoria					0	0	1	1	0	0
Huddersfield	Wakefield Kirkgate		ED04.6	1186 8821	150	0	0	1	1	1	0
Huddersfield	Castleford		ED04.15	1186 8821 1182 2820		0	0	17	17	17	0
1						2					
Service Group ED04											
Service description: West and North Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Leeds	Brighouse	Halifax	ED04.6		150	0	1	0	1	0	0

Leeds	Halifax	Direct		1186 8820		0	0	0	0	0	1
Leeds	Huddersfield	Halifax				0	3	16	19	19	15
Selby	Leeds	Direct		1183 5920		2	0	1	3	3	0
Halifax	York	Direct	ED04.09	1186 8820	158	0	0	0	0	0	1
Huddersfield	Leeds	Halifax	ED04.6	1186 8820	150	3	0	14	17	17	15
1						2					
Service Group ED04											
Service description: West and North Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Wakefield Kirkgate	Huddersfield	Direct	ED04.6	1186 8821	150	0	0	1	1	1	0
Castleford	Huddersfield		ED04.15	1186 8821 1182 2820	170	0	0	17	17	17	0
Leeds	Selby		ED04.6	1183 5920		0	1	13	14	11	0

Hull	Leeds	Selby		1183 5920 3180 6000		0	0	1	1	1	0
Blackpool North	York		ED04.7	1183 7920 2173 7000	158	3	3	12	17	17	13
Leeds	Blackpool North			2173 7000		0	0	1	1	1	0
York	Blackpool North			1183 7920 2173 7000		4	3	8	15	16	13
Blackburn	York					0	0	0	0	0	14
York	Blackburn					0	0	1	1	1	0

Notes to Table

1 Peak times- arriving at Leeds between 06:00 and 09:59, departing Leeds between 15:59 and 19:00

2 Off-peak times- arriving at and departing from Leeds outside peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”4 Rights introduced via the 7th and 12th STAAs that interface with the East Coast Main Line shall expire Subsidiary Change Date 2020

1						2					
Service Group ED04											
Service description: West and North Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday [3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Skipton	Lancaster	Direct	ED04.4	21869000	142	1	0	0	1	1	0
Lancaster	Skipton					0	0	1	1	1	0

Notes to Table

1 Peak times – arriving at Lancaster between 06:00 and 09:59, departing Lancaster between 15:59 and 19:00

2 Off-Peak times – arriving at and departing from Lancaster outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED04											
Service description: West and North Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Morecambe	Leeds	Lancaster	ED04.4	21869000	142	0	1	3	4	4	0
Leeds	York	Direct	ED04.7	11837920	150	0	2	14	16	16	15
York	Leeds		ED04.7	11837920		1	0	14	15	15	15
Leeds	Selby	Direct	ED04.6	11835920	150	0	0	0	0	0	15
Selby	Leeds		ED04.6	11835920	150	0	0	0	0	0	15

Notes to Table

1 Peak times – arriving at Morecambe between 06:00 and 09:59 departing Morecambe between 15:59 and 19:00

2 Off peak times – arriving at and departing from Morecambe outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”

Service Group ED04 – West and North Yorkshire Inter Urban

Table 2.2 – Additional Passenger Train Slots *12th 18th 25th*

1						2					
Service Group ED04											
Service description: West and North Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Victoria	Chester		ED04.14		150	0	3[1]	11[1]	14[1]	15[1]	13[1]
Chester	Manchester Victoria		ED04.14	11871821 12298820		1[1]	0	12[1]	13[1]	15[1]	13[1]
Manchester Victoria	Ellesmere Port		ED04.14	22291000	150	0	0	1[1]	1[1]	0	0
Ellesmere Port	Manchester Victoria		ED04.14	22291000		1[1]	0	0	1[1]	0	0
Halifax	Hull	Bradford Leeds Selby	ED04.16	11868820 11835910	158	4[1]	3[1]	10[1]	17[1]	17[1]	0
Hull	Halifax	Bradford Leeds Selby	ED04.16	11868820 11835910	158	3[1]	3[1]	11[1]	17[1]	17[1]	0

1. Rights shall expire on Principal Change Date 2020

Service Group ED04 – West and North Yorkshire Inter Urban

Table 2.2: Additional Passenger Train Slots 12th 18th

1						2					
Service Group ED04											
Service description: West and North Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Victoria	Chester		ED04.14			0	3[1]	11[1]	14[1]	15[1]	13[1]
Chester	Manchester Victoria		ED04.14	11871821 12298820		1[1]	0	12[1]	13[1]	15[1]	13[1]
Manchester Victoria	Ellesmere Port		ED04.14	22291000		0	0	1[1]	1[1]	0	0
Ellesmere Port	Manchester Victoria		ED04.14	22291000		1[1]	0	0	1[1]	0	0
Leeds	York	Direct	ED04.7	11837920	150	0	2[1]	14[1]	16[1]	16[1]	15[1]
York	Leeds		ED04.7	11837920		1[1]	0	14[1]	15[1]	15[1]	15[1]
Leeds	Selby	Direct	ED04.6	11835920	150	0	0	0	0	0	15[2]
Selby	Leeds		ED04.6	11835920	150	0	0	0	0	0	15[2]
Halifax	Hull	Bradford Leeds Selby	ED04.16	11868820 11835910	158	4[2]	3[2]	10[2]	17[2]	17[2]	0

Hull	Halifax	Bradford Leeds Selby	ED04.16	11868820 11835910	158	3^2	3^2	11^2	17^2	17^2	0

1.Rights shall expire on the Subsidiary Change Date 2020

2. Rights shall expire on the Principal Change date 2020

Service Group ED04 – West and North Yorkshire Inter Urban

Table 4.1: Calling Patterns [16th 18th]

1					2	3
Service Group ED04						
Service description: West and North Yorkshire Inter Urban						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Leeds	Knaresborough	Harrogate	ED04.1	11830820	Burley Park, Headingley, Horsforth, Weeton, Pannal, Hornbeam Park, Harrogate, Starbeck	Not applicable
	York		ED04.2	11830920	Burley Park, Headingley, Horsforth, Weeton, Pannal, Hornbeam Park, Harrogate, Starbeck, Knaresborough, Cattal, Hammerton, Poppleton	
	Carlisle	Direct	ED04.3	21151900	Shipley, Saltaire, Bingley, Crossflatts, Keighley, Steeton & Silsden, Cononley, Skipton, Gargrave, Hellifield, Long Preston, Settle, Horton-in-Ribblesdale, Ribblehead, Dent, Garsdale, Kirkby Stephen, Appleby , Langwathby, Lazonby & Kirkoswald, Armathwaite	
	Heysham Port		ED04.4	21869000	Shipley, Saltaire, Bingley, Crossflatts, Keighley, Steeton & Silsden, Cononley, Skipton, Gargrave, Hellifield, Long Preston, Giggleswick, Clapham, Bentham, Wennington, Carnforth, Lancaster, Bare Lane, Morecambe	
Manchester Airport	Leeds	Bradford Interchange	ED04.5	11871821 11835920 12233110	Heald Green, Gatley, East Didsbury, Burnage, Mauldeth Road, Manchester Piccadilly, Manchester Oxford Road, Manchester Victoria, Moston, Mills Hill, Castleton, Rochdale, Smithy Bridge, Littleborough, Walsden, Todmorden, Hebden Bridge, Mytholmroyd, Sowerby Bridge, Halifax, Low Moor, Bradford Interchange, New Pudsey, Bramley	
Selby	Wakefield Westgate	Leeds, Halifax, Huddersfield	ED04.6	11835920 11837920 11868820 11868821	South Milford, Micklefield, East Garforth, Garforth, Cross Gates, Leeds, Bramley, New Pudsey, Bradford Interchange, Low Moor, Halifax, Brighouse, Marsden, Huddersfield, Deighton, Mirfield, Wakefield Kirkgate	
1					2	3

Service Group ED04						
Service description: West and North Yorkshire Inter Urban						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
York	Blackpool North	Bradford Interchange	ED04.7	11835920 11837920 21737000	Ulleskelf, Church Fenton, Micklefield, East Garforth, Garforth, Church Fenton, Leeds, Bramley, New Pudsey, Bradford Interchange, Halifax, Sowerby Bridge, Hebden Bridge, Burnley Manchester Road, Accrington, Blackburn, Mill Hill, Preston, Poulton-le-Fylde	Bramley, Mill Hill, Cherry Tree, Pleasington, Bamber Bridge, Lostock Hall Low Moor
Manchester Victoria	York	Bradford Interchange	ED04.8	11871821 11835920 11837920	Moston, Mills Hill, Castleton, Rochdale, Smithy Bridge, Littleborough, Walsden, Todmorden, Hebden Bridge, Mytholmroyd, Sowerby Bridge, Halifax, Bradford Interchange, New Pudsey, Bramley, Leeds, Cross Gates, Garforth, East Garforth, Micklefield	Not applicable
York	Huddersfield	Halifax, Leeds	ED04.9	11835920 11837920 11868820 11868821	Church Fenton, Micklefield, East Garforth, Garforth, Cross Gates, Leeds, Bramley, New Pudsey, Bradford Interchange, Halifax, Brighouse	Not applicable
Manchester Victoria	Selby	Bradford Interchange	ED04.11	11871821 11835920 11837920	Rochdale, Todmorden, Hebden Bridge, Halifax, Bradford Interchange, New Pudsey, Bramley, Leeds, Cross Gates, Garforth, East Garforth, Micklefield, South Milford	Moston, Mills Hill, Castleton, Smithy Bridge, Littleborough, Walsden, Mytholmroyd, Sowerby Bridge
Blackpool North	Selby	Direct	ED04.12	11835920	South Milford, Micklefield, East Garforth, Garforth, Church Fenton, Leeds, Bramley, New Pudsey, Bradford Interchange, Halifax, Sowerby Bridge, Hebden Bridge, Burnley Manchester Road, Accrington, Blackburn, Mill Hill, Preston, Poulton-le-Fylde	Not applicable

York	Leeds	Micklefield	ED04.13	11837920	Ulleskelf, Church Fenton, South Milford, Micklefield, East Garforth, Garforth, Cross Gates,	Not applicable
Chester or Ellesmere Port	Leeds	Bradford Interchange	ED04.14	11871821 12298820 22291000	Helsby, Frodsham, Runcorn East, Warrington Bank Quay, Earlestown, Newton le Willows, Patricroft, Eccles, Manchester Victoria, Moston, Mills Hill, Castleton, Rochdale, Smithy Bridge, Littleborough, Walsden, Todmorden, Hebden Bridge, Mytholmroyd, Sowerby Bridge, Halifax, Low Moor, Bradford Interchange, New Pudsey, Bramley	Not applicable
Castleford	Huddersfield	Direct	ED04.15	11868821 11822820	Deighton, Mirfield, Wakefield Kirkgate, Streethouse, Featherstone, Pontefract Tanshelf, Glasshoughton	Not applicable
Halifax	Hull	Bradford Leeds Selby	ED04.16	11868820 11835910 21806000		Bradford Interchange, New Pudsey, Bramley, Leeds, Crossgates, Garforth, East Garforth, Micklefield, South Milford, Selby, Brough

Service Group ED05 – West and North Yorkshire Local

Table 2.1: Passenger Train Slots 16th 18th

1						2					
Service Group ED05											
Service description: West and North Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Ilkley	Bradford Forster Square	Direct	ED05.1	11821020	333	7	0	24	31	31	14
Bradford Foster Square	Ilkley					0	8	24	32	32	14
Bradford Forster Square	Shipley		ED05.3	11818620		0	0	3	3	3	0
Shipley	Bradford Forster Square					0	0	3	3	3	0
Skipton	Bradford Forster Square		ED05.5	11820820		7	0	25	32	32	14
Bradford Forster Square	Skipton					0	8	25	33	33	14

Notes to Table:
1 Peak times – arriving Bradford Forster Square between 06:00 and 09:59, departing Bradford Forster Square between 1500 and 1859
2 Off-Peak times - arriving at and departing from Bradford Forster Square outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED05											
Service description: West and North Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Weekday**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Leeds	Bradford Foster Square	Direct	ED05.3	11818620	333	0	8	18	26	26	15
Bradford Forster Square	Leeds					7	0	20	27	27	15
Ilkley	Leeds		ED05.2	11819020		9	0	28	37	37	16
Leeds	Ilkley					0	10	27	37	37	16
Leeds	Skipton		ED05.4			0	9	27	36	36	15
Skipton	Leeds					9	0	27	36	36	18
Leeds	Manchester Victoria	Dewsbury	ED05.6	11874020	142	0	0	1	1	1	0
Leeds	Hebden Bridge					0	0	1	1	1	0
Manchester Victoria	Leeds		ED05.14	11874020		1	0	0	1	1	0
Leeds	Wigan Wallgate			12225110		0	4	10	14	14	0
Wigan Wallgate	Leeds					0	0	13	13	13	0
Wigan North Western	Leeds					2	0	0	2	2	0

Leeds	Wigan North Western		ED05.14			0	0	2	2	2	0

1						2					
Service Group ED05											
Service description: West and North Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Weekday**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Marsden	Huddersfield	Direct	ED05.7	11874020	142	0	0	0	0	0	0
Huddersfield	Marsden					0	0	3	3	0	0
Leeds	Doncaster		ED05.8	11824820	321	0	5	13	18	17	7
Doncaster	Leeds					5	0	14	19	17	7
Leeds	Knottingley		ED05.9		153	0	3	14	17	16	7
Knottingley	Leeds					4	0	13	17	17	8
Castleford	Leeds					1	0	0	1	1	0
Leeds	Goole		ED05.10			0	1	0	1	1	0
Goole	Leeds			11822820		1	0	1	2	2	0
Sheffield	Leeds	Moorthorpe	ED05.11	11810920	142	4	0	15	19	17	7
Leeds	Sheffield					0	4	14	18	17	7
Brighouse	Leeds	Dewsbury	ED05.6	11874020	142	1	0	0	1	1	0

Notes to Table:
1 Peak times – arriving Leeds between 0600 and 0959, departing Leeds between 1500 and 1859
2 Off-Peak times - arriving at and departing from Leeds station outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED05											
Service description: West and North Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Weekday**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Knottingley	Wakefield Westgate	Direct	ED05.12	11822820	153	0	0	2	2	2	0
Wakefield Westgate	Knottingley		ED05.13	11822820	153	0	4	14	18	18	0
Knottingley	Wakefield Westgate					3	0	12	15	15	0
Leeds	Knottingley	Wakefield Westgate	ED05.13	11824820 11822820	153	0	0	0	0	0	8
Knottingley	Leeds	Wakefield Westgate	ED05.13	11824820 11822820	153	0	0	0	0	0	7

Notes to Table:
1 Peak times – arriving Wakefield Kirkgate between 0600 and 0959, departing Wakefield Kirkgate between 1500 and 1859
2 Off-Peak times - arriving at and departing from Wakefield Kirkgate outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

Service Group ED05 – West and North Yorkshire Local [4]

Table 2.2: Additional Passenger Train Slots *12th 16th 18th*

1						2					
Service Group ED05[1]											
Service description: West and North Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Leeds	Wakefield Westgate		ED05.13	12367020 11824820 11822820	153	0	4	14	18	18	0
Wakefield Westgate	Leeds					3	0	12	15	15	0
Leeds	Doncaster	Direct	ED05.8	11824820	321	0	0	1	1	2	8
Doncaster	Leeds	Direct	ED05.8	11824820	321	1	0	1	2	4	8
Leeds	Sheffield	Moorthorpe	ED05.11	11810920	142	0	0	1	1	2	8
Sheffield	Leeds	Moorthorpe	ED05.11	11810920	143	0	0	0	0	1	8

1. Rights shall expire on Subsidiary change date 2021

Service Group ED05 – West and North Yorkshire Local

Table 4.1: Calling Patterns [16th]

1					2	3
Service Group: ED05						
Service description: West and North Yorkshire Local						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Ilkley	Bradford Forster Square	Direct	ED05.1	11821020	Ben Rhydding, Burley-in-Wharfedale, Menston, Guiseley, Baildon, Shipley, Frizinghall	Not applicable
	Leeds		ED05.2	11819020	Ben Rhydding, Burley-in-Wharfedale, Menston, Guiseley, Kirkstall Forge	
Leeds	Bradford Forster Square		ED05.3	11818620	Kirkstall Forge, Apperley Bridge, Shipley, Frizinghall	
	Skipton		ED05.4	11870820	Kirkstall Forge, Apperley Bridge,Shipley, Saltaire, Bingley, Crossflatts, Keighley, Steeton & Silsden, Cononley	
Skipton	Bradford Forster Square		ED05.5		Cononley, Steeton & Silsden, Keighley, Crossflatts, Bingley, Saltaire, Shipley, Frizinghall	
Leeds	Manchester Victoria	Dewsbury	ED05.6	11874020	Cottingley, Morley, Batley, Dewsbury, Ravensthorpe, Mirfield, Brighouse, Sowerby Bridge, Mytholmroyd, Hebden Bridge, Todmorden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston	Walsden
	Marsden		ED05.7		Cottingley, Morley, Batley, Dewsbury, Ravensthorpe, Mirfield, Deighton, Huddersfield, Slaithwaite	Not applicable
Leeds	Doncaster	Direct	ED05.8	11824820	Outwood, Wakefield Westgate, Sandal & Agbrigg, Fitzwilliam, South Elmsall, Adwick, Bentley (S.York)	Not applicable

1					2	3
Service Group: ED05						
Service description: West and North Yorkshire Local						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Leeds	Knottingley	Direct	ED05.9	11841820	Woodlesford, Castleford, Pontefract Monkhill, Knottingley	Not applicable
	Goole		ED05.10		Woodlesford, Castleford, Pontefract Monkhill, Knottingley, Whitley Bridge, Hensall, Snaith, Rawcliffe, Goole	
	Sheffield	Moorthorpe	ED05.11	11810920	Outwood, Wakefield Westgate, Sandal & Agbrigg, Fitzwilliam, Moorthorpe, Thurnscoe, Goldthorpe, Bolton-On-Dearne, Swinton, Rotherham Central, Meadowhall	
Wakefield Westgate	Knottingley	Direct	ED05.12	11822820	Wakefield Kirkgate, Streethouse, Featherstone, Pontefract Tanshelf, Pontefract Monkhill	
Leeds	Knottingley	Wakefield Westgate	ED05.13	11822820 11810920	Outwood, Wakefield Westgate, Wakefield Kirkgate, Streethouse, Featherstone, Pontefract Tanshelf, Pontefract Monkhill	Not applicable
Leeds	Southport	Dewsbury	ED05.14	11874020 12225820	Cottingley, Morley, Batley, Dewsbury, Ravensthorpe, Mirfield, Brighouse, Sowerby Bridge, Mytholmroyd, Hebden Bridge, Todmorden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Swinton, Moorside, Walkden, Atherton, Hag Fold, Daisy Hill, Hindley, Ince, Wigan Wallgate, Gathurst, Parbold, Hoscar, Burscough Bridge, New Lane, Bescar Lane, Meols Cop	Not applicable

Service Group ED06 – South and East Yorkshire Inter Urban

Table 2.1 Passenger Train Slots*18th*

1						2					
Service Group ED06											
Service description: South and East Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Hull	Beverley	Direct	ED06.4	11838821	156	0	0	2	2	2	0
Hull	Bridlington					0	0	7	7	7	2
Hull	Scarborough					0	0	13	13	13	1
Beverley	Hull					0	0	1	1	1	0
Bridlington	Hull					0	0	6	6	6	3
Scarborough	Hull					0	0	13	13	13	3
Doncaster	Hull	Goole		11838821 11808920 11816820	156	0	0	1	1	1	13
Hull	Doncaster		ED06.4			2	0	0	2	2	14

1						2					
Service Group ED06											
Service description: South and East Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Weekday**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Sheffield	Hull	Goole	ED06.5	11838821 11808920 11816820	156	1	4	9	14	14	4
Sheffield	Beverley			11838821 11808920 11816821	153	1	0	1	2	2	0
Beverley	Sheffield					1	0	1	2	2	0

Sheffield	Bridlington				156	3	4	6	13	13	2
Sheffield	Scarborough				153	1	0	0	1	1	10
Hull	Sheffield					2	4	8	14	14	3
Bridlington	Sheffield					0	4	7	11	11	1
Scarborough	Sheffield					1	0	1	2	2	9
Bridlington	Sheffield	Selby	ED06.6	11838821 11807820	156	0	0	1	1	1	0
Sheffield	Bridlington					0	0	1	1	1	0

1						**2**					
Service Group ED06											
Service description: South and East Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Selby	Scunthorpe			11838821 11825820	156	1	0	0	1	1	0
Hull	Adwick	Doncaster	ED06.1	11808920 11807820 11825820		1	0	0	1	0	0

Adwick	Sheffield					3	2	5	10	10	0
Sheffield	Adwick			11807820		3	3	5	11	11	0
Doncaster	Adwick		ED06.2			0	0	1	1	1	0
Doncaster	Goole		ED06.3	11816820 11808920 11838821		0	0	1	1	1	1
Scunthorpe	Doncaster		ED06.7	11807820		3	0	14	17	17	0
Doncaster	Sheffield					0	0	2	2	2	15
Sheffield	Doncaster	Direct	ED06.6			3	0	2	5	5	15

1						2					
Service Group ED06											
Service description: South and East Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times** [2]	**Weekday** [3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Goole	Sheffield		ED06.4	11807820	156	0	0	0	0	0	1
Doncaster	Scunthorpe	Direct	ED06.7			0	4	12	16	16	0

Notes to Table:

1 Peak times – arriving Doncaster between 06:00 and 09:59, departing Doncaster between 15:00 and 18:59
2 Off-Peak times – arriving at and departing from Doncaster outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”

1						2					
Service Group ED06											
Service description: South and East Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Hull	York	Direct	ED06.9	21806000	156	0	0	0	0	0	5
Selby						0	0	1	1	0	0
York	Hull					0	0	1	1	1	7
York	Selby					0	0	2	2	1	0
Hull	York	Sherburn-in - Elmet				3	0	0	3	3	8
Selby						1	0	0	1	1	1
York	Hull					4	0	2	6	6	7
York	Selby					0	0	0	0	0	1
York	Scarborough	Malton	ED06.11	21809000	158	0	4	11	15	15	13
Scarborough	York	Malton	ED06.11	21809000	158	3	0	12	15	15	13
York	Bridlington		ED06.10	11838821 21806000	156	0	4	4	8	8	0
Bridlington	York		ED06.10	11838821 21806000	156	0	0	10	10	10	0

York	Bridlington	Direct	ED06.10	11838821 21806000	156	0	0	3	3	3	0
Bridlington	York	Direct	ED06.10	11838821 21806000	156	0	0	3	3	3	0

Notes to Table:

1 Peak times – arriving York between 06:00 and 09:59, departing York between 15:00 and 18:59
2 Off-Peak times – arriving at and departing from York outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

Service Group ED06 – South and East Yorkshire Inter Urban

Table 2.2: Additional Passenger Train Slots[12th 16th 18th]

1						2					
Service Group ED06[1]											
Service description: South and East Yorkshire Inter Urban						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Adwick	Sheffield	Doncaster	ED06.2	11807820	156	3	2	4	9	9	0
Sheffield	Adwick					1	1	4	6	6	0
Hull	York	Direct	ED06.9	21806000	156	0	0	0	0	0	0
York	Hull					0	0	0	0	0	1

1. Rights shall expire on Subsidary change date 2021

Service Group ED06 – South and East Yorkshire Inter Urban

Table 4.1: Calling Patterns [16th 18th]

1					2	3
Service Group ED06						
Service description: South and East Yorkshire Inter Urban						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Adwick or Selby	Scunthorpe or Hull	Doncaster	ED06.1	11807820 11825820	Hessle, Ferriby, Brough, Gilberdyke, Goole, Thorne North, Hatfield & Stainforth, Kirk Sandall, Bentley, Doncaster, Kirk Sandall, Hatfield & Stainforth, Thorne South, Crowle, Althorpe	Not applicable
	Sheffield		ED06.2	11807820	Bentley, Doncaster, Conisbrough, Mexborough, Swinton, Rotherham Central, Meadowhall	
Doncaster	Scarborough	Goole, Hull	ED06.3	11816820 11808920 11838821	Kirk Sandall, Hatfield & Stainforth, Thorne North, Goole, Saltmarshe, Gilberdyke, Broomfleet, Brough, Ferriby, Hessle, Hull, Cottingham, Beverley, Arram, Hutton Cranswick, Driffield, Nafferton, Bridlington, Bempton, Hunmanby, Filey, Seamer	
Scarborough	Sheffield	Hull, Doncaster	ED06.4	11838821 11808920	Seamer, Filey, Bempton, Bridlington, Driffield, Beverley, Cottingham, Hull, Brough, Gilberdyke, Goole, Doncaster, Meadowhall	Nafferton, Hutton Cranswick
			ED06.5	11838821 11808920 11816820	Seamer, Filey, Bempton, Bridlington, Nafferton, Driffield, Hutton Cranswick, Beverley, Cottingham, Hull, Hessle, Ferriby, Brough, Gilberdyke, Goole, Thorne North, Hatfield & Stainforth, Kirk Sandall, Doncaster, Conisbrough, Mexborough, Swinton, Rotherham Central, Meadowhall	Saltmarshe

1					2	3
Service Group ED06						
Service description: South and East Yorkshire Inter Urban						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Scarborough	Sheffield	Hull, Selby	ED06.6	11838821 11808920 11807820	Seamer, Filey, Hunmanby, Bempton, Bridlington, Nafferton, Driffield, Hutton, Cranswick, Arram, Beverley, Cottingham, Hull, Hessle, Ferriby, Brough, Broomfleet, Gilberdyke, Selby, Doncaster, Meadowhall	Not applicable
Scunthorpe		Doncaster	ED06.7	11825820 11807820	Althorpe, Crowle, Thorne South, Hatfield & Stainforth, Kirk Sandall, Doncaster, Conisbrough, Mexborough, Swinton, Rotherham Central, Meadowhall	Not applicable
Hull	York	Direct	ED06.8	21806000	Brough, Gilberdyke, Howden, Selby	Hessle, Ferriby, Broomfleet, Eastrington, Wressle,
		Sherburn-in-Elmet	ED06.9		Brough, Howden, Selby, Sherburn-in-Elmet, Church Fenton, Ulleskelf	Not applicable
Bridlington	York	Hull, Sherburn-in-Elmet	ED06.10	11838821 21806000	Bridlington, Nafferton, Driffield, Hutton Cranswick, Arram, Beverley, Cottingham, Hull, Hessle, Ferriby, Brough, Broomfleet, Gilberdyke, Eastrington, Howden, Wressle, Selby, Sherburn-in-Elmet, Church Fenton, Ulleskelf	
Scarborough	York	Malton	ED06.11	21809000	Seamer, Malton	

Service Group ED07 – South and East Yorkshire Local

Table 2.1: Passenger Train Slots [16th 25th]

1						**2**					
Service Group ED07											
Service description: South and East Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times1**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	Evening Peak				
Barton – on - Humber	Cleethorpes	Direct	ED07.1	21826000	153	2	0	7	9	9	4
Cleethorpes	Barton – on - Humber					0	2	7	9	9	4

Notes to Table:
1 Peak times – arriving at Cleethorpes between 0600 and 0959, departing Cleethorpes between 1500 and 1859
2 Off-Peak times - arriving at and departing from Cleethorpes outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED07											
Service description: South and East Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Satuday**	**Sunday**
						Morning Peak	**Evening Peak**				
Cleethorpes	Sheffield	Brigg	ED07.2	21805000	153	0	0	0	0	3	0
Sheffield	Cleethorpes			11804920		0	0	0	0	3	0
Lincoln	Huddersfield	Sheffield	ED07.3	11803920	142	0	0	0	0	0	5
Huddersfield	Lincoln			11804920		0	0	0	0	0	6
	Sheffield	Penistone	ED07.4	11803920		3	0	15	18	18	5
Sheffield	Huddersfield					0	4	14	18	18	6
Chesterfield	Leeds	Barnsley	ED07.6	21865000	158	1	0	0	1	1	0
Nottingham			ED07.6	21865000		3	4	9	16	16	12
Sheffield			ED07.6	21853000		2	0	11	13	12	1

Sheffield	Nottingham		ED07.6	21865000		0	0	3	3	3	1
Nottingham	Sheffield			21853000		0	0	2	2	1	1
Leeds	Nottingham		ED07.6			3	4	8	15	14	12
	Sheffield		ED07.6	21853000		2	3	9	14	14	0

1						**2**					
Service Group ED07											
Service description: South and East Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Nottingham	Sheffield	Darnall	ED07.8	21865000	158	0	0	1	1	0	0
Nottingham	Sheffield	Derby	ED07.8	11841820		0	0	1	1	0	0
Sheffield	Nottingham					0	0	1	1	0	0
Nottingham	Leeds	Toton		21865000		0	0	1	1	1	1
	Sheffield					0	0	0	0	0	1

Sheffield	Nottingham					1	0	0	1	1	0
	Nottingham	Direct				0	0	2	2	2	1
Barnsley	Sheffield		ED07.10	11802820		2	0	0	2	2	1
Leeds		Castleford				4	0	15	19	19	8
Sheffield	Barnsley	Direct				0	0	2	2	2	1
Nottingham	Carlisle			21865000 21151900	158	0	0	0	0	0	1
Carlisle	Nottingham			21865000 21151900	158	0	0	0	0	0	1
Retford High Level	Leeds	Sheffield Barnsley	ED07.5	11804920 11802820	158	1	0	0	1	1	0
Retford High Level	Sheffield	Direct	ED07.15	11804920	142	1	0	1	2	2	1
Sheffield	Retford High Level	Direct	ED07.15	11804920	142	0	0	2	2	2	1

1						2					
Service Group ED07											
Service description: South and East Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Sheffield	Leeds	Castleford	ED07.10	11802820	142	0	4	13	17	18	7
Sheffield	Wakefield Kirkgate	Direct	ED07.11	11802820		0	0	1SX	1SX	0	0
Doncaster	Lincoln	Retford	ED07.13	11804920 11807820		1	0	0	1	1	0
Lincoln	Sheffield			11804920		1	0	3	4	4	8
Sheffield	Lincoln	Retford				0	0	2	2	2	8
	Worksop					0	0	1	1	1	0
Worksop	Sheffield					0	0	1	1	1	0
Retford High Level	Meadowhall	Direct	ED07.15	11804920	142	0	0	0	0	0	1

Notes to Table:
1 Peak times – arriving at Sheffield between 0600 and 0959, departing Sheffield between 1500 and 1859
2 Off-Peak times - arriving at and departing from Sheffield outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

SX – Monday to Friday only

1						2					
Service Group ED07											
Service description: South and East Yorkshire Local						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Week day[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Sheffield	York	Sherburn–in - Elmet	ED07.14	21845000	153	0	0	3	3	3	2
York	Sheffield					0	0	3	3	3	2
Sheffield	Gainsborough Central	Retford	ED07.2	11804920 21805000	144	0	2	9	11	10	0
Gainsborough Central	Sheffield	Retford	ED07.2	11804920 21805000	144	1	0	11	12	10	0
Barnsley	Gainsborough Central	Sheffield Retford	ED07.3	11802820 11804920 21805000	144	1	0	0	1	1	0

Leeds	Lincoln	Barnsley	ED07.9	12367020 11804920 21853000	158	3	4	6	13	13	0
Lincoln	Leeds	Barnsley	ED07.9	12367020 11804920 21853000	158	2	4	7	13	13	0
Leeds	Sheffield	Barnsley	ED07.6	21853000	158	2	1	3	6	5	9
Sheffield	Leeds	Barnsley	ED07.6	21853000	158	2	0	3	5	7	7

Notes to Table:
1 Peak times – arriving at Sheffield between 0600 and 0959, departing Sheffield between 1500 and 1859
2 Off-Peak times - arriving at and departing from Sheffield outside Peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday

Service Group ED07 – South and East Yorkshire Local

Table 2.2 – Additional Passenger Train Slots *16th 25th*

Service Group ED07 – South and East Yorkshire Local

Table 4.1: Calling Patterns 16th

1					2	3
Service Group: ED07						
Service description: South and East Yorkshire Local						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Barton-on-Humber	Cleethorpes	Direct	ED07.1	21826000	Barrow Haven, New Holland, Goxhill, Thornton Abbey, Ulceby, Habrough, Stallingborough, Healing, Great Coates, Grimsby Town, Grimsby Docks, New Clee	Not Applicable
Cleethorpes	Sheffield	Brigg	ED07.2	21805000 11804920	Grimsby Town, Habrough, Barnetby, Brigg, Kirton Lindsey, Gainsborough Central, Retford, Worksop, Shireoaks, Kiveton Park, Kiveton Bridge, Woodhouse, Darnall	Not Applicable
Huddersfield	Lincoln	Sheffield	ED07.3	11803920 11804920	Lockwood, Berry Brow, Honley, Brockholes, Stocksmoor, Shepley, Denby Dale, Penistone, Silkstone Common, Dodworth, Barnsley, Wombwell, Chapeltown, Meadowhall, Sheffield, Darnall, Woodhouse, Kiveton Bridge, Kiveton Park, Shireoaks, Worksop, Retford, Gainsborough Lea Road, Saxilby	Elsecar
Huddersfield	Sheffield	Penistone	ED07.4	11803920	Lockwood, Berry Brow, Honley, Brockholes, Stocksmoor, Shepley, Denby Dale, Penistone, Silkstone Common, Dodworth, Barnsley, Wombwell, Chapeltown, Meadowhall	Elsecar

1					2	3
Service Group: ED07						
Service description: South and East Yorkshire Local						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Leeds	Lincoln	Castleford	ED07.5	11804920 11802820	Woodlesford, Castleford, Normanton, Wakefield Kirkgate, Darton, Barnsley, Wombwell, Elsecar, Chapeltown, Meadowhall, Sheffield, Darnall, Woodhouse, Kiveton Bridge, Kiveton Park, Shireoaks, Worksop, Retford, Gainsborough Lea Road, Saxilby	Not Applicable
	Nottingham	Barnsley	ED07.6	21865000 21853000	Wakefield Kirkgate, Barnsley, Meadowhall, Sheffield, Dronfield, Chesterfield, Alfreton, Langley Mill, Ilkeston	Normanton
Barnsley		Direct	ED07.7	11802820 21865000	Wombwell, Elsecar, Chapeltown, Meadowhall, Sheffield, Dronfield, Chesterfield, Alfreton, Langley Mill, Ilkeston	Not Applicable
Nottingham	Sheffield	Derby	ED07.8	11841820	Chesterfield, Derby, Ilkeston	
Leeds	Lincoln	Barnsley	ED07.9	21853000 11804920	Wakefield Kirkgate, Barnsley, Meadowhall, Sheffield, Darnall, Woodhouse, Kiveton Bridge, Kiveton Park, Shireoaks, Worksop, Retford, Gainsborough Lea Road, Saxilby	
	Sheffield	Castleford	ED07.10	11802820	Woodlesford, Castleford, Normanton, Wakefield Kirkgate, Darton, Barnsley, Wombwell, Elsecar, Chapeltown, Meadowhall	
Wakefield Westgate			ED07.11	11802820	Wakefield Kirkgate, Darton, Barnsley, Wombwell, Elsecar, Chapeltown, Meadowhall	

1					2	3
Service Group: ED07						
Service description: South and East Yorkshire Local						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Leeds	Worksop		ED07.12	11802820 11804920	Woodlesford, Castleford, Normanton, Wakefield Kirkgate, Darton, Barnsley, Wombwell, Elsecar, Chapeltown, Meadowhall, Sheffield, Darnall, Woodhouse, Kiveton Bridge, Kiveton Park, Shireoaks	
Lincoln	Doncaster	Retford	ED07.13	11804920	Saxilby, Gainsborough Lea Road, Retford, Worksop, Shireoaks, Kiveton Park, Kiveton Bridge, Woodhouse, Darnall, Sheffield, Meadowhall, Rotherham Central, Swinton, Mexborough, Conisbrough	Not Applicable
Sheffield	York	Sherburn-in-Elmet	ED07.14	21845000	Meadowhall, Rotherham Central, Swinton, Moorthorpe, Pontefract Baghill, Sherburn-in-Elmet, Church Fenton, Ulleskelf	
Retford	Meadowhall	Direct	ED07.15	11804920	Worksop, Shireoaks, KIveton Park, Kiveton Bridge, Woodhouse, Darnall, Sheffield	Not Applicable

Service Group ED08 – North Manchester

Table 2.1: Passenger Train Slots *16th 18th 29th*

1						2					
Service Group ED08											
Service description: North Manchester						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times1		Off-Peak times 2	Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
Southport	Stalybridge	Bolton	ED08.23	12220821 12224820	156	3	3	8	14	14	0
Stalybridge	Southport					3	3	7	13	13	0
Wigan North Western	Alderley Edge	Bolton, Stockport	ED08.26	12224820 12232820	156	1	0	0	1	1	0
Southport	Alderley Edge					3	3	8	14	14	0
Alderley Edge	Southport					3	3	9	15	15	0
Manchester Victoria	Southport	Atherton	ED08.3	12225820	156	0	1	0	1	1	1
Southport	Manchester Victoria					0	0	1	1	1	1
Southport	Rochdale			12225820 12242110		0	0	0	0	0	1

Blackburn	Southport		ED08.24	12225820		0	0	1	1	1	13
Southport	Blackburn			12242110 12225110 12220821		1	0	0	1	1	13

Notes to Table:

1 Peak times – arriving Manchester Piccadilly between 0600 and 0959, departing from Manchester Piccadilly between 1559 and 1859

2 Off-Peak times - arriving at and departing from Manchester Piccadilly outside Peak time

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED08											
Service description: North Manchester						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times1		Off-Peak times 2	Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
Rochdale	Kirkby		ED08.5	12225820 12240820 12242110	142	1	0	0	1	1	0
Manchester Victoria	Kirkby			12225820		0	2	10	12	12	0
Kirkby	Manchester Victoria			12240820		3	0	10	13	13	0
Manchester Victoria	Wigan Wallgate	Atherton		12225820		0	1	1	2	3	15
Wigan Wallgate	Manchester Victoria					1	0	2	3	3	16

1						2					
Service Group ED08											
Service description: North Manchester						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times1		Off-Peak times 2	Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
Manchester Victoria	Wigan North Western	Atherton	ED08.8	12225110	142	0	0	1	1	1	0
Wigan North Western	Manchester Victoria					2	0	0	2	2	0
Wigan Wallgate	Blackburn		ED08.6	12225110		1	3	8	12	12	1
Blackburn	Wigan Wallgate			12242110		3	2	11	16	15	0
Blackburn	Kirkby			12240820		0	1	0	1	1	0
Kirkby	Blackburn	Atherton		12225110		0	0	1	1	1	0
				12242110							

Stalybridge	Wigan North Western	Bolton	ED08.9	12224110 12220821		1	0	2	3	3	15
Wigan North Western	Stalybridge					3	3	2	8	2	15
Stalybridge	Wigan Wallgate					0	0	3	3	3	0
Wigan Wallgate	Stalybridge					1	0	1	2	2	0
1						2					
Service Group ED08											
Service description: North Manchester						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times1		Off-Peak times 2	Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
Manchester Victoria	Wigan North Western		ED08.13	12224110		0	0	1	1	1	1
Wigan North Western	Manchester Victoria					0	0	0	0	0	1
Manchester Victoria	Clitheroe	Blackburn	ED08.15	12349820	150	0	0	1	1	1	15
Clitheroe	Manchester Victoria			12223820		0	0	2	2	2	14
Clitheroe	Blackburn	Direct				0	0	1	1	1	0

Manchester Victoria						0	0	0	0	0	1
Blackburn	Manchester Victoria					0	0	0	0	0	1
Rochdale	Clitheroe			12349820		3	4	11	18	18	0
Clitheroe	Rochdale			12223820 12242110		4	3	10	17	17	0
Rochdale	Blackburn			12349820		3	2	9	14	14	0
Blackburn	Rochdale			12223820 12242110		2	3	7	12	12	0
1						2					
Service Group ED08											
Service description: North Manchester						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times1		Off-Peak times 2	Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				

Blackburn	Clitheroe	Direct	ED08.15	12349820	150	0	0	2	2	2	0
Manchester Piccadilly	Huddersfield	Direct	ED08.19	12220821	142	0	3	2	5	0	0
Huddersfield	Manchester Piccadilly			12220110		1	0	0	1	0	0
Huddersfield	Marsden					0	0	3	3	0	0
Marsden	Manchester Piccadilly					2	0	2	4	0	0
Marsden	Manchester Victoria					0	0	1	1	0	0
Manchester Victoria	Stalybridge					0	3	14	17	16	1
Stalybridge	Manchester Victoria					4	0	12	16	16	0
Manchester Victoria	Blackburn		ED08.20	12242110		0	0	4	4	5	1
Blackburn	Manchester Victoria					0	0	1	1	2	4

1						2					
Service Group ED08											
Service description: North Manchester						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times1		Off-Peak times 2	Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
Manchester Victoria	Rochdale	Direct	ED08.20	12242110	142	0	0	4	4	4	0

Notes to Table:

1 Peak times – arriving Manchester Victoria between 0600 and 0959, departing Manchester Victoria between 1559 and 1859

2 Off-Peak times - arriving at and departing from Manchester Victoria outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

1						2					
Service Group ED08											
Service description: North Manchester						Passenger Train Slots					
From	To	Via	Description	TSC	Timing Load	Peak times1		Off-Peak times 2	Weekday3	Saturday	Sunday
						Morning Peak	Evening Peak				
Southport	Wigan Wallgate	Direct	ED08.2	12224820	156	0	0	2	2	2	0
Wigan Wallgate	Southport					0	0	2	2	2	0

Notes to Table:

1 Peak times – arriving Wigan Wallgate between 0600 and 0959, departing from Wigan Wallgate between 1559 and 1859

2 Off-Peak times – arriving at and departing from Wigan Wallgate outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

Service Group ED08 – North Manchester

Table 4.1: Calling Patterns 16th

1					2	3
Service Group ED08						
Service description: North Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Manchester Piccadilly	Southport	Bolton	ED08.1	12224820	Manchester Oxford Road, Deansgate, Salford Crescent, Bolton, Westhoughton, Hindley, Wigan Wallgate, Appley Bridge, Parbold, Burscough Bridge	Gathurst, Hoscar, New Lane, Bescar Lane, Meols Cop
Rochdale	Southport	Bolton	ED08.2	12225820 12242110	Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Salford Crescent, Bolton, Westhoughton, Hindley, Wigan Wallgate, Gathurst, Appley Bridge, Parbold, Hoscar, Burscough Bridge, New Lane, Bescar Lane, Meols Cop	Not applicable
		Atherton	ED08.3		Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Salford Crescent, Swinton, Walkden, Atherton, Daisy Hill, Hindley, Ince, Wigan Wallgate, Gathurst, Appley Bridge, Parbold, Hoscar, Burscough Bridge, New Lane, Bescar Lane, Meols Cop	Not applicable
Huddersfield	Southport	Atherton	ED08.4	12220821 12220110 12225820	Slaithwaite, Marsden, Greenfield, Mossley (Greater Manchester), Stalybridge, Ashton-under-Lyne, Manchester Victoria, Salford Central, Salford Crescent, Swinton, Moorside, Walkden, Atherton, Hag Fold, Daisy Hill, Hindley, Ince, Wigan Wallgate, Gathurst, Appley Bridge, Parbold, Hoscar, Burscough Bridge, New Lane, Bescar Lane, Meols Cop	Not applicable

1					2	3
Service Group ED08						
Service description: North Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Rochdale	Kirkby		ED08.5	12225820 12240820 12242110	Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Salford Crescent, Swinton, Moorside, Walkden, Atherton, Hag Fold, Daisy Hill, Hindley, Ince, Wigan Wallgate, Pemberton, Orrell, Upholland, Rainford	

1					2	3
Service Group ED08						
Service description: North Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Blackburn	Kirkby	Atherton	ED08.6	12242110 12225820 12240820	Accrington, Rose Grove, Burnley Manchester Road, Todmorden, Walsden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Salford Crescent, Swinton, Moorside, Walkden, Atherton, Hag Fold, Daisy Hill, Hindley, Ince, Wigan Wallgate, Pemberton, Orrell, Upholland, Rainford	Not applicable
Manchester Victoria		Bolton	ED08.7	12242110 12240820	Bolton, Westhoughton, Hindley, Wigan Wallgate, Pemberton, Orrell, Upholland, Rainford	
Manchester Victoria		Atherton	ED08.8	12225110	Salford Central, Salford Crescent, Swinton, Moorside, Walkden, Atherton, Hag Fold, Daisy Hill, Hindley, Ince	
Huddersfield	Wigan Wallgate/Wigan North Western	Bolton	ED08.9	12224110	Slaithwaite, Marsden, Greenfield, Mossley (Greater Manchester), Stalybridge, Ashton-under-Lyne, Manchester Victoria, Salford Central, Salford Crescent, Bolton, Westhoughton	Clifton, Farnworth
Manchester Victoria	Wigan Wallgate	Bolton	ED08.10	12225110	Salford Central, Salford Crescent, Clifton, Bolton, Westhoughton, Hindley	Kearsley, Farnworth, Moses Gate

1					2	3
Service Group ED08						
Service description: North Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Blackburn	Wigan Wallgate	Bolton	ED08.11	12242110 12224110	Accrington, Rose Grove, Burnley Manchester Road, Todmorden, Walsden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Salford Crescent, Bolton, Westhoughton, Hindley	Kearsley, Farnworth, Moses Gate
Manchester Piccadilly			ED08.12	12224110	Manchester Oxford Road, Deansgate, Salford Crescent, Bolton, Westhoughton, Hindley	Not Applicable
Manchester Victoria	Wigan North Western		ED08.13	12224110	Salford Central, Salford Crescent, Kearsley, Farnworth, Moses Gate, Bolton, Westhoughton, Hindley, Ince	Not Applicable
Manchester Piccadilly			ED08.14	12224110	Manchester Oxford Road, Deansgate, Salford Crescent, Kearsley, Farnworth, Moses Gate, Bolton, Westhoughton	Not Applicable
Rochdale	Clitheroe	Blackburn	ED08.15	12349820 12223820 12242110	Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Salford Crescent, Bolton, Hall I' Th' Wood, Bromley Cross, Entwistle, Darwen, Blackburn, Ramsgreave & Wilpshire, Langho, Whalley	Clifton, Kearsley, Farnworth, Moses Gate
Huddersfield	Blackburn	Manchester Victoria	ED08.16	12242110 12223820	Slaithwaite, Marsden, Greenfield, Mossley (Greater Manchester), Stalybridge, Ashton-under-Lyne, Manchester Victoria, Salford Central, Salford Crescent, Bolton, Hall I' Th' Wood, Bromley Cross, Darwen	Not applicable

1					2	3
Service Group ED08						
Service description: North Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Blackburn	Clitheroe	Manchester Victoria	ED08.17	12349820 12242110	Accrington, Rose Grove, Burnley Manchester Road, todmorden. Walsden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Salford Crescent, Bolton, Hall I' Th' Wood, Bromley Cross, Entwistle, Darwen, Blackburn, Ramsgreave & Wilpshire, Langho, Whalley	Not applicable
Manchester Piccadilly	Clitheroe	Blackburn	ED08.18	12349820	Manchester Oxford Road, Deansgate, Salford Crescent, Bolton, Hall I' Th' Wood, Bromley Cross, Entwistle, Darwen, Blackburn, Ramsgreave & Wilpshire, Langho, Whalley	Not Applicable
Manchester Victoria	Huddersfield	Direct	ED08.19	12220821 12220110	Ashton-under-Lyne, Stalybridge, Mossley (Greater Manchester), Greenfield, Marsden, Slaithwaite	Not Applicable
Manchester Victoria	Blackburn	Direct	ED08.20	12242110	Moston, Mills Hills, Castleton, Rochdale, Smithy Bridge, Littleborough, Walsden, Todmorden, Burnley Manchester Road, Rose Grove, Accrington, Church and Oswaldtwistle	Not applicable
Manchester Victoria	Stalybridge	Direct	ED08.21	12242110	Ashton under Lyne	Not applicable
Manchester Piccadilly	Kirkby	Bolton	ED08.22	12224110 12240820	Manchester Oxford Road, Deansgate, Salford Crescent, Bolton, Hindley, Wigan Wallgate, Pemberton, Orrell, Upholland, Rainford	Not applicable
Huddersfield	Southport	Bolton	ED08.23	12220821 12224820	Slaithwaite, Marsden, Greenfield, Mossley (Greater Manchester), Stalybridge, Ashton-under-Lyne, Manchester Victoria, Salford Central, Salford Crescent, Bolton, Westhoughton, Hindley, Ince, Wigan Wallgate, Gathurst, Appley Bridge, Parbold, Burscough Bridge, Meols Cop	Not applicable
Blackburn	Southport	Atherton	ED08.24	12242110 12225820	Accrington, Rose Grove, Burnley Manchester Road, Todmorden, Walsden, Littleborough, Smithy Bridge, Rochdale, Castleton, Mills Hill, Moston, Manchester Victoria, Salford Central, Salford Crescent, Walkden, Atherton, Daisy Hill, Hindley, Wigan Wallgate, Gathurst, Appley Bridge, Parbold, Burscough Bridge	Not applicable

1					2	3
Service Group ED08						
Service description: North Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Kirkby	Huddersfield	Atherton	ED08.25	12242110 12225820 12220821	Rainford, Upholland, Orrell, Pemberton, Wigan Wallgate, Ince, Hindley, Daisy Hill, Hag Fold, Atherton, Walkden, Moorside, Swinton, Salford Crescent, Salford Central, Manchester Victoria, Ashton-under-Lyne, Stalybridge, Mossley (Greater Manchester), Greenfield, Marsden, Slaithwaite	Not applicable
Alderley Edge	Southport	Bolton, Stockport	ED08.26	12224820 12232820	Wilmslow, Handforth, Cheadle Hulme, Stockport, Heaton Chapel, Levenshulme, Manchester Piccadilly, Manchester Oxford Road, Deansgate, Salford Crescent, Bolton, Westhoughton, Hindley, Wigan Wallgate, Appley Bridge, Parbold, Burscough Bridge	Not applicable

Service Group ED09 – Merseyrail City Lines

Table 2.1: Passenger Train Slots[16th]

1						2					
Service Group ED09											
Service description: Merseyrail City Lines						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Liverpool Lime Street	Wigan North Western	St Helens Central	ED09.1.1	12297820	142	0	9	24	33	34	14
Wigan North Western	Liverpool Lime Street					7	0	26	33	33	15
Wigan North Western	Liverpool Lime Street	Earlestown	ED09.1.2			2	0	0	2	1	0
St Helens Central	Liverpool Lime Street	Direct	ED09.1.1			1	0	0	1	1	0
Liverpool Lime Street	Manchester Victoria	Earlestown	ED09.2.1	12298820		1	0	1	2	1	0
Manchester Victoria	Liverpool Lime Street					1	1	1 (FO)	3 (1 FO)	2	0
Liverpool Lime Street	Warrington Bank Quay		ED09.3.1	12291820		0	3	8	11	12	0
Warrington Bank Quay	Liverpool Lime Street					1	0	10	11	13	0
Liverpool Lime Street	Manchester Airport	Newton Le Willows	ED09.4.1	12298820	156	0	0	1	0	1	0
			ED09.4.2			0	0	1	0	1	1

1						2					
Service Group ED09											
Service description: Merseyrail City Lines						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Airport	Liverpool Lime Street	Newton Le Willows	ED09.4.2	12229820 12233820	156	1	0	0	1	1	1
Liverpool Lime Street	Crewe					4	3	6	13	13	0
Crewe	Liverpool Lime Street					3	4	7	14	14	0
Liverpool Lime Street	Wilmslow					0	1	3	4	4	15
Wilmslow	Liverpool Lime Street					1	0	3	4	4	15
Liverpool Lime Street	Manchester Oxford Road	Warrington Central	ED09.5.1	12236820 12248822	142	4	8	17	29	30	15
Manchester Oxford Road	Liverpool Lime Street					4	8	19	31	31	16
Liverpool Lime Street	Manchester Piccadilly					0	0	1	1	1	0
Liverpool Lime Street	Warrington Central	Direct	ED09.5.2	12299820		0	0	2	2	2	0
Warrington Central	Liverpool Lime Street					3	0	0	3	3	0
Warrington Central	Manchester Oxford Road			12236820		0	0	2	2	2	0

1						2					
Service Group ED09											
Service description: Merseyrail City Lines						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Oxford Road	Warrington Central	Direct	ED09.5.2	12236820	142	0	0	1	1	1	0
Liverpool Lime Street	Ellesmere Port		ED09.6.1	12291820 22291000		0	0	1	1	1	0
Ellesmere Port	Helsby			22291000		0	0	0	0	2	0
Helsby	Ellesmere Port					0	0	0	0	1	0
Ellesmere Port	Manchester Victoria		ED09.6.2	22291000 12366110		0	0	1	1	0	0
Chester	Manchester Victoria		ED09.6.3	12366110		0	0	1	1	0	0
Manchester Victoria	Chester					0	0	1	1	1	1
Chester	Runcorn		ED09.7.1	22291000	150	0	0	0	0	1(S)	0

Notes to Table:

1 Peak times – arriving Liverpool Lime Street between 06:00 and 09:59, departing Liverpool Lime Street between 15:00 and 18:59

2 Off-Peak times – arriving at and departing from Liverpool Lime Street outside Peak times

3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

(S) – from Subsidiary Timetable Change Date until the second Sunday in September inclusive.

FO – Friday only

Table 2.2: Additional Passenger Train Slots [12th 16th 18th]

1						2					
Service Group ED09[1]											
Service description: Merseyrail City Lines						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times**[1]		**Off-Peak times**[2]	**Weekday**[3]	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Airport	Liverpool Lime Street	Warrington Central	ED09.5.1	12367020	142	3	4	10	17	17	15
Liverpool Lime Street	Manchester Airport					3	4	10	17	17	15

1. Rights shall expire on the Principal change date 2020[25th]

Table 4.1: Calling Patterns *16th 22nd*

1					2	3
Service Group: ED09						
Service Description: Merseyrail City Lines						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Liverpool Lime Street	Wigan North Western	St Helens Central	ED09.1.1	12297820	Edge Hill, Wavertree Technology Park, Broad Green, Roby, Huyton, Prescot, Eccleston Park, Thatto Heath, St Helens Central, Garswood, Bryn	Not applicable
		Earlestown	ED09.1.2		Edge Hill, Wavertree Technology Park, Broad Green, Roby, Huyton, Whiston, Rainhill, Lea Green, St Helens Junction, Earlestown, Newton-le-Willows	
Liverpool Lime Street	Manchester Victoria		ED09.2.1	12298820	Edge Hill, Wavertree Technology Park, Broad Green, Roby, Huyton, Whiston, Rainhill, Lea Green, St Helens Junction, Earlestown, Newton-le-Willows, Patricroft, Eccles	
Liverpool Lime Street	Warrington Bank Quay		ED09.3.1	12291820	Edge Hill, Wavertree Technology Park, Broad Green, Lea Green, Roby, Huyton, Whiston, Rainhill, St Helens Junction, Earlestown	
Liverpool Lime Street	Crewe	Newton-le-Willows	ED09.4.1	12248822 12233820	St Helens Junction, Newton-le-Willows, Manchester Oxford Road, Deansgate, Manchester Piccadilly, Mauldeth Road, Burnage. East Didsbury, Gatley, Heald Green, Manchester Airport, Styal, Wilmslow, Alderley Edge, Chelford, Goostrey, Holmes Chapel, Sandbach	Wavertree Technology Park, Rainhill, Lea Green
			ED09.4.2	12248822 12233820	Wavertree Technology Park, Broad Green, Roby, Huyton, Whiston, Rainhill, St Helens Junction, Earlestown, Newton-le-Willows, Eccles, Patricroft, Manchester Oxford Road, Deansgate, Manchester Piccadilly, Mauldeth Road, Burnage. East Didsbury, Gatley, Heald Green, Manchester Airport, Styal, Wilmslow, Alderley Edge, Chelford, Goostrey, Holmes Chapel, Sandbach	Not applicable

1					2	3
Service Group: ED09						
Service Description: Merseyrail City Lines						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Liverpool Lime Street	Manchester Airport	Warrington Central	ED09.5.1	12299820 12236820 12233110 13367020	Edge Hill, Mossley Hill, West Allerton, Liverpool South Parkway, Hunts Cross, Halewood, Hough Green, Widnes, Sankey, Warrington Central, Padgate, Birchwood, Glazebrook, Irlam, Flixton, Chassen Road, Urmston, Humphrey Park, Trafford Park, Deansgate, Manchester Oxford Road, Manchester Piccadilly, Mauldeth Road, Burnage. East Didsbury, Gatley, Heald Green	Warrington West
			ED09.5.2	12299820 12236820 12367020	Mossley Hill, West Allerton, Liverpool South Parkway, Hunts Cross, Halewood, Hough Green, Widnes, Warrington Central, Birchwood, Irlam, Urmston, Deansgate, Manchester Oxford Road, Manchester Piccadilly, Mauldeth Road, Burnage. East Didsbury, Gatley, Heald Green	Warrington West
Ellesmere Port	Liverpool Lime Street	Direct	ED09.6.1	22291000 12291820	Stanlow & Thornton, Ince & Elton, Helsby, Frodsham, Runcorn East, Warrington Bank Quay, Earlestown, St Helens Junction, Rainhill, Whiston, Huyton, Roby, Broad Green, Wavertree Technology Park	Not applicable
Ellesmere Port	Manchester Victoria	Direct	ED09.6.2	22291000 12366110	Stanlow & Thornton, Ince & Elton, Helsby, Frodsham, Runcorn East, Warrington Bank Quay, Earlestown, Newton-le-Willows	Not applicable
Chester	Manchester Victoria	Direct	ED09.6.3	12366110	Helsby, Frodsham, Runcorn East, Warrington Bank Quay, Earlestown, Newton-le-Willows	Not applicable
Chester	Runcorn		ED09.7.1		N/A	

Service Group ED10 – South Manchester

Table 2.1: Passenger Train Slots [16th 18th]

1						2					
Service Group ED10											
Service description: South Manchester						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Piccadilly	Rose Hill Marple	Guide Bridge	ED10.1.1	12226110	142	0	8	21	29	29	0
Rose Hill Marple	Manchester Piccadilly	Guide Bridge	ED10.1.1			7	0	22	29	27	0
Marple	Manchester Piccadilly		ED10.2.1	12226820		1	0	0	1	0	0
Manchester Piccadilly	New Mills Central	Bredbury	ED10.4.1			0	6	15	21	18	16
New Mills Central	Manchester Piccadilly					6	0	15	21	19	15

1						2					
Service Group ED10											
Service description: South Manchester						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Piccadilly	Sheffield	Bredbury	ED10.5.1	12226820	142	0	4	12	16	16	15
		Stockport	ED10.5.2			0	0	1	1	1	0
Sheffield	Manchester Piccadilly	Bredbury	ED10.5.1			2	0	14	16	16	15
Sheffield	Manchester Piccadilly	Stockport	ED10.5.2			0	0	1	1	1	0
Manchester Piccadilly	Hazel Grove		ED10.6.1	12228110		0	0	2	2	1	15
Hazel Grove	Manchester Piccadilly					3	0	1	4	2	13
Manchester Piccadilly	Chinley	Bredbury	ED10.5.1	12226820		0	1	0	1	0	0
Chinley	Manchester Piccadilly					1	0	0	1	1	0
Manchester Piccadilly	Buxton	Stockport	ED10.7.1	12228820	156	0	8	22	30	30	16
Buxton	Manchester Piccadilly					6	0	23	29	29	15
Manchester Piccadilly	Chester	Altrincham	ED10.8.1	12229820	142	0	6	16	22	19	14
Chester	Manchester Victoria	Warrington Bank Quay	ED10.15	12366110	150	0	0	1	1	0	0
Manchester Victoria	Chester					0	0	1	1	1	1

1						2					
Service Group ED10											
Service description: South Manchester						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Chester	Manchester Piccadilly	Altrincham	ED10.8.1	12229820	142	5	0	15	20	18	13
Stockport	Manchester Piccadilly	Direct		12229110		0	0	0	0	0	2
Manchester Piccadilly	Stockport					0	0	0	0	0	1
Manchester Piccadilly	Hadfield	Glossop	ED10.9.1	12230110	323	0	10	23	33	34	23
		Direct				0	0	6	6	0	0
	Glossop	Hadfield				0	0	1	1	1	0
Hadfield	Manchester Piccadilly	Glossop				10	0	23	33	35	24
		Direct				0	0	6	6	0	0
Manchester Piccadilly	Stoke on Trent	Macclesfield	ED10.10.1	12231820		0	5	14	19	17	1

1						2					
Service Group ED10											
Service description: South Manchester						**Passenger Train Slots**					
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Peak times[1]**		**Off-Peak times[2]**	**Weekday[3]**	**Saturday**	**Sunday**
						Morning Peak	**Evening Peak**				
Manchester Piccadilly	Macclesfield	Direct	ED10.10.1	12231820	323	0	0	2	2	2	0
Macclesfield	Stoke on Trent					0	0	1	1	1	0
Stoke on Trent	Manchester Piccadilly	Macclesfield				4	0	12	16	15	0
Macclesfield		Direct				1	0	0	1	1	0
Manchester Piccadilly	Crewe	Stockport	ED10.11.1	12232820		0	4	14	18	18	16
	Alderley Edge					0	0	1	1	0	0
Crewe	Manchester Piccadilly					4	0	14	18	18	15
Alderley Edge						1	0	0	1	0	0
Manchester Piccadilly	Manchester Airport	Direct	ED10.12.1	12233110		0	0	1	1	0	3

1						2					
Service Group ED10											
Service description: South Manchester						**Passenger Train Slots**					
From	To	Via	Description	TSC	Timing Load	Peak times[1]		Off-Peak times[2]	Weekday[3]	Saturday	Sunday
						Morning Peak	Evening Peak				
Manchester Airport	Manchester Piccadilly	Direct	ED10.12.1	12233110	323	0	0	1	1	0	2
Manchester Piccadilly	Crewe	Manchester Airport	ED10.13.1	12233820		0	0	1	1	0	0
Crewe	Manchester Piccadilly					0	0	1	1	1	0
Wilmslow	Manchester Piccadilly					0	0	1	1	1	0
Manchester Piccadilly	Wilmslow					0	0	0	0	0	1
Stalybridge	Stockport	Guide Bridge	ED10.14.1	22227820	150	0	0	0	0	1	0
Stockport	Stalybridge					0	0	0	0	1	0

Notes to Table:

1 Peak times – arriving Manchester Piccadilly between 06:00 and 09:59 departing Manchester Piccadilly between 15:00 and 18:59
2 Off-Peak times – arriving at and departing from Manchester Piccadilly outside peak times
3 Passenger Train Slots listed under the sub-headings “Peak times” and “Off-Peak times” are the constituent parts of, and are not in addition to, those listed under the sub-heading “Weekday”.

Service Group ED10 – South Manchester [4]

Table 2.2: Additional Passenger Train Slots[12th]

Table 4.1: Calling Patterns [16th]

1					2	3
Service Group ED10						
Service description: South Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Manchester Piccadilly	Rose Hill Marple	Guide Bridge	ED10.1.1	12226110	Gorton, Fairfield, Guide Bridge, Hyde North, Hyde Central, Woodley, Romiley	Ardwick, Ashburys
		Bredbury	ED10.1.2		Ashburys, Belle View, Ryder Brow, Reddish North, Brinnington, Bredbury, Romiley	Not applicable
	Marple		ED10.2.1		Ashburys, Belle View, Ryder Brow, Reddish North, Brinnington, Bredbury, Romiley	Ardwick
	New Mills Central	Guide Bridge	ED10.3.1	12226820	Ashburys, Guide Bridge, Hyde North, Hyde Central, Woodley, Romiley, Marple	Not applicable
	Chinley	Bredbury	ED10.4.1		Ashburys, Belle Vue, Ryder Brow, Reddish North, Brinnington, Bredbury, Romiley, Marple, Strines, New Mills Central	Not applicable
Manchester Piccadilly	Sheffield	Bredbury	ED10.5.1	12226820	Reddish North, Brinnington, Bredbury, Romiley, Marple, Strines, New Mills Central, Chinley, Edale, Hope, Bamford, Hathersage, Grindleford, Dore	Ashburys, Belle Vue, Ryder Brow
		Stockport	ED10.5.2		Stockport, Hazel Grove, Chinley, Edale, Hope, Bamford, Hathersage, Grindleford, Dore	Not applicable
	Chinley		ED10.6.1	12228110	Levenshulme, Heaton Chapel, Stockport, Davenport, Woodsmoor, Hazel Grove	

1					2	3
Service Group ED10						
Service description: South Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
	Buxton		ED10.7.1	12228820	Levenshulme, Heaton Chapel, Stockport, Davenport, Woodsmoor, Hazel Grove, Middlewood, Disley, New Mills Newtown, Furness Vale, Whaley Bridge, Chapel-en-le Frith, Dove Holes	
	Chester	Altrincham	ED10.8.1	12229820	Stockport, Navigation Road, Altrincham, Hale, Ashley, Mobberley, Knutsford, Plumley, Lostock Gralam, Northwich, Greenbank, Cuddington, Delamere, Mouldsworth	Not Applicable
Manchester Piccadilly	Hadfield	Glossop	ED10.9.1	12230110	Ashburys, Gorton, Guide Bridge, Flowery Field, Newton for Hyde, Godley, Hattersley, Broadbottom, Dinting, Glossop	Ardwick
	Hadfield	Direct	ED10.9.2	12230110	Ashburys, Gorton, Guide Bridge, Flowery Field, Newton for Hyde, Godley, Hattersley, Broadbottom, Dinting	Not applicable
	Glossop	Hadfield	ED10.9.3		Ashburys, Gorton, Guide Bridge, Flowery Field, Newton for Hyde, Godley, Hattersley, Broadbottom, Dinting, Hadfield	
Deansgate	Stoke-on-Trent	Macclesfield	ED10.10.1	12231820	Manchester Piccadilly, Levenshulme, Heaton Chapel, Stockport, Cheadle Hulme, Bramhall, Poynton, Adlington, Prestbury, Macclesfield, Congleton, Kidsgrove,	Manchester Oxford Road, Manchester United Football Ground, Longport
Manchester Oxford Road	Crewe	Stockport	ED10.11.1	12232820	Manchester Piccadilly, Levenshulme, Heaton Chapel, Stockport, Cheadle Hulme, Handforth, Wilmslow, Alderley Edge, Chelford, Goostrey, Holmes Chapel, Sandbach	Not applicable
Manchester Oxford Road	Manchester Airport	Direct	ED10.12.1	12233110	Manchester Piccadilly, Mauldeth Road, Burnage, East Didsbury, Gatley, Heald Green	
			ED10.12.2		Manchester Piccadilly,	East Didsbury
Manchester Piccadilly	Crewe	Manchester Airport	ED10.13.1	12233820	Mauldeth Road, Burnage, East Didsbury, Gatley, Heald Green, Manchester Airport, Styal, Wilmslow, Alderley Edge, Holmes Chapel, Sandbach	Not Applicable

1					2	3
Service Group ED10						
Service description: South Manchester						
Between	**And**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Stockport	Stalybridge	Guide Bridge	ED10.14.1	22227820	Reddish South, Denton, Guide Bridge	
Manchester Victoria	Chester	Warrington Bank Quay	ED10.15	12298820 22291000	Helsby, Frodsham, Runcorn East, Warrington Bank Quay, Earlestown, Newton le Willows, Patricroft, Eccles,	Not Applicable

Service Group ED11 – Lancashire & Cumbria Inter Urban

Table 2.1: Passenger Train Slots 16th

1						2		
Service Group: ED11								
Service description: Lancashire & Cumbria Inter Urban						**Passenger Train Slots**		
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Weekday**	**Saturday**	**Sunday**
Lancaster	Windermere	Morecambe	ED11.4	22361000	150	0	0	0
Lancaster	Windermere	Direct	ED11.4			1	1	0
Manchester Airport	Blackpool North	Bolton & Chorley	ED11.1	12362822	319	20	20	16
Manchester Airport	Blackpool North	Bolton & Wigan NW	ED11.2 to Preston ED11.1 to Blackpool North			0	0	1
Oxenholme Lake District	Windermere		ED11.4	22361000	150	12	12	9
Blackpool North	Manchester Airport	Chorley & Bolton	ED11.6	12362822	319	21	21	16
Windermere	Preston		ED11.8	12357820	150	1	1	1
Windermere	Oxenholme Lake District		ED11.8	22361000	150	12	12	9

Service Group ED11 – Lancashire and Cumbria Inter Urban [1]

Table 2.2: Additional Passenger Train Slots [12th 16th 18th]

1						2		
Service Group: ED11[2]								
Service description: Lancashire and Cumbria Inter Urban						**Passenger Train Slots**		
From	**To**	**Via**	**Description**	**TSC**	**Timing Load**	**Weekday**	**Saturday**	**Sunday**
Manchester Airport	Barrow-in-Furness	Bolton & Chorley	ED11.1 to Preston ED11.5 to Barrow in Furness	12357820	150	1	0	0
Manchester Airport	Barrow-in-Furness	Eccles & Wigan NW	ED11.3 to Preston ED11.5 to Barrow in Furness		150	10	11	8
Manchester Airport	Windermere	Eccles & Wigan NW	ED11.3 to Preston ED11.4 to Windermere	12357820	150	4	4	4
Barrow-in-Furness	Manchester Airport	Chorley & Bolton	ED11.7 to Preston ED11.6 to Manchester Airport	12357820	150	1	1	0
Barrow-in-Furness	Manchester Airport	Wigan NW & Eccles	ED11.7 to Preston ED11.10 to Manchester Airport		150	10	10	8
Windermere	Manchester Airport	Wigan NW & Eccles	ED11.8 to Preston ED11.10 to Manchester Airport	12357820	150	4	4	3

1.Rights shall expire on the Principal change date 2020[25th]

Table 4.1: Calling Patterns [16th]

1					2	3
Service Group: ED11						
Service description: Lancashire & Cumbria Inter Urban						
From	**To**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Manchester Airport	Blackpool North	Bolton, Chorley	ED11.1	12362822	Heald Green, Manchester Piccadilly, Manchester Oxford Road, Deansgate, Salford Crescent, Bolton, Horwich Parkway, Chorley, Buckshaw Parkway, Preston, Poulton-le-Fylde,	Gatley, East Didsbury, Lostock, Blackrod, Adlington, Leyland, Kirkham & Wesham, Layton
Manchester Airport	Preston	Bolton, Wigan Northwestern	ED11.2	12362822 12357820	Heald Green, Manchester Piccadilly, Manchester Oxford Road, Deansgate, Salford Crescent, Bolton, Wigan Northwestern	Leyland
Manchester Airport	Preston	Eccles, Wigan Northwestern	ED11.3	12362822 12357820	Heald Green, Manchester Piccadilly, Manchester Oxford Road, Deansgate, Wigan Northwestern	Leyland
Preston	Windermere		ED11.4	12357820 22361000	Lancaster, Oxenholme Lake District, Kendal, Burneside, Staveley	(Morecambe)
Preston	Barrow-in-Furness		ED11.5	12357820	Lancaster, Carnforth, Silverdale, Arnside, Grange-over-Sands, Kents Bank, Cark, Ulverston, Dalton, Roose	

1					2	3
Service Group: ED11						
Service description: Lancashire & Cumbria Inter Urban						
From	**To**	**Via**	**Description**	**TSC**	**Regular Calling Pattern**	**Additional stations**
Blackpool North	Manchester Airport	Chorley, Bolton	ED11.6	12362822	Poulton-le-Fylde, Preston, Buckshaw Parkway, Chorley, Horwich Parkway, Bolton, Salford Crescent, Deansgate, Manchester Oxford Road, Manchester Piccadilly, Heald Green	Layton, Kirkham & Wesham, Leyland, Adlington, Blackrod, Lostock
Barrow-in-Furness	Preston		ED11.7	12357820	Roose, Dalton, Ulverston, Cark, Kents Bank, Grange-over-Sands, Arnside, Silverdale, Carnforth, Lancaster	
Windermere	Preston		ED11.8	12357820 22361000	Staveley, Burneside, Kendal, Oxenholme Lake District, Lancaster	
Preston	Manchester Airport	Wigan Northwestern, Bolton	ED11.9	12362822 12357820	Wigan Northwestern, Bolton, Salford Crescent, Deansgate, Manchester Oxford Road, Manchester Piccadilly, Heald Green	Leyland
Preston	Manchester Airport	Wigan Northwestern, Eccles	ED11.10	12362822 12357820	Wigan Northwestern, Deansgate, Manchester Oxford Road, Manchester Piccadilly, Heald Green	Leyland

SCHEDULE 6: EVENTS OF DEFAULT, SUSPENSION AND TERMINATION

1 Events of Default

1.1 Train Operator Events of Default

The following are Train Operator Events of Default:

(a) the Train Operator ceases to be authorised to be the operator of trains for the provision of the Services in accordance with Clause 3.2(a);

(b) an Insolvency Event occurs in relation to the Train Operator or the Franchisee;

(c) (i) any breach by the Train Operator of this contract, its Safety Obligations or any of the Collateral Agreements; or

(ii) any event or circumstance which is reasonably likely to result in any such breach,

which, by itself or taken together with any other such breach, event or circumstance, Network Rail reasonably considers constitutes a threat to the safe operation of any part of the Network;

(d) any Track Charges or other amount due by the Train Operator to Network Rail under this contract remain unpaid for more than seven days after their due date;

(e) any breach of this contract or any material breach of any of the Collateral Agreements by the Train Operator which, by itself or taken together with any other such breach, results, or is likely to result, in material financial loss to Network Rail;

(f) any breach of this contract or any material breach of any of the Collateral Agreements by the Train Operator which, by itself or taken together with any other such breach, results, or is likely to result, in material disruption to train operations of other train operators; and

(g) the Franchise Agreement is terminated.

1.2 Notification

The Train Operator shall notify Network Rail promptly on becoming aware of the occurrence of a Train Operator Event of Default.

1.3 Network Rail Events of Default

The following are Network Rail Events of Default:

(a) Network Rail ceases to be authorised to be the operator of that part of the Network comprising the Routes by a licence granted under section 8 of the Act unless exempt from the requirement to be so authorised under section 7 of the Act;

(b) an Insolvency Event occurs in relation to Network Rail;

(c) (i) any breach by Network Rail of this contract, its Safety Obligations or any of the Collateral Agreements; or

(ii) any event or circumstance which is reasonably likely to result in any such breach,

which, by itself or taken together with any other such breach, event or circumstance the Train Operator reasonably considers constitutes a threat to the safe operation of the Services or any Ancillary Movements; and

(d) any breach of this contract or any material breach of any of the Collateral Agreements by Network Rail which, by itself or taken together with any other such breach, results, or is likely to result, in material financial loss to the Train Operator.

1.4 Notification

Network Rail shall notify the Train Operator promptly on becoming aware of the occurrence of a Network Rail Event of Default.

2 Suspension

2.1 Right to suspend

2.1.1 Network Rail may serve a Suspension Notice where a Train Operator Event of Default has occurred and is continuing.

2.1.2 The Train Operator may serve a Suspension Notice where a Network Rail Event of Default has occurred and is continuing.

2.2 Contents of Suspension Notice

A Suspension Notice shall specify:

(a) the nature of the relevant Event of Default;

(b) the date and time at which suspension is to take effect;

(c) in the case of a Suspension Notice served on the Train Operator, reasonable restrictions imposed while the Suspension Notice is in force on the permission to use the Routes or any parts of them or any other part of the Network;

(d) in the case of a Suspension Notice served on Network Rail, details of any necessary suspension of the Services; and

(e) whether the party serving the Suspension Notice reasonably considers that the Event of Default is capable of remedy, and where the Event of Default is capable of remedy:

(i) the steps reasonably required to remedy the Event of Default; and

(ii) a reasonable grace period for the defaulting party to remedy it (where the Event of Default which has occurred is a failure to pay Track Charges or other amount due, seven days shall be a reasonable grace period).

2.3 Effect of Suspension Notice served by Network Rail

Where Network Rail has served a Suspension Notice on the Train Operator:

(a) the Train Operator shall comply with any reasonable restrictions imposed on it by the Suspension Notice;

(b) the Suspension Notice shall remain in full force and effect in accordance with its terms until it has been revoked either in whole or in part by notice from Network Rail to the Train Operator under paragraph 2.5.4;

(c) service of the Suspension Notice shall not affect the Train Operator's continuing obligation to pay the Track Charges; and

(d) service of the Suspension Notice shall not affect the Train Operator's Firm Rights (as defined in Schedule 5) for the purposes of Part D of the Network Code.

2.4 Effect of a Suspension Notice served by the Train Operator

Where the Train Operator has served a Suspension Notice on Network Rail:

(a) it shall have the effect of suspending the Train Operator's permission to use the Routes to provide the Services to the extent specified in the Suspension Notice;

(b) in relation to Services suspended by the Suspension Notice, the amount of the Fixed Track Charge (as that term is defined in Schedule 7) shall be abated on a daily basis by an amount equal to the proportion of passenger vehicle miles not run on any day due to the suspension divided by the passenger vehicle miles timetabled for the Corresponding Day to that day (as that term is defined and determined under Part 3 of Schedule 4), as multiplied by the daily amount of the Fixed Track Charge (as so defined);

(c) the Suspension Notice shall remain in full force and effect in accordance with its terms until it has been revoked either in whole or in part by notice from the Train Operator to Network Rail under paragraph 2.5.4; and

(d) the service of the Suspension Notice shall not affect the Train Operator's Firm Rights (as defined in Schedule 5) for the purposes of Part D of the Network Code.

2.5 Suspension to be proportionate to breach

2.5.1 A Suspension Notice served under paragraph 2.3 in respect of any of the Train Operator Events of Default specified in paragraphs (a) and (c) to (f) (inclusive) of paragraph 1.1 shall, so far as reasonably practicable, apply only to the:

(a) railway vehicles;

(b) Services;

(c) Routes; and

(d) categories of train movements or railway vehicles,

(or (as the case may be) parts or part of them) to which the relevant Train Operator Event of Default relates.

2.5.2 A Suspension Notice served under paragraph 2.4 in respect of any of the Network Rail Events of Default specified in paragraphs 1.3(a), (c) and (d) shall, so far as reasonably practicable, apply only to the:

(a) railway vehicles;

(b) Services;

(c) Routes; and

(d) categories of train movements or railway vehicles,

(or (as the case may be) parts or part of them) to which the relevant Network Rail Event of Default relates.

2.5.3 The party served with a Suspension Notice which specifies an Event of Default which is capable of remedy shall:

(a) with all reasonable diligence, take such steps as are specified in the Suspension Notice to remedy the Event of Default; and

(b) keep the party serving the Suspension Notice fully informed of the progress which is being made in remedying the Event of Default.

2.5.4 Where a party served with a Suspension Notice has complied with its obligations under paragraph 2.5.3 (whether in whole or in part) and it is reasonable for the suspension effected by the Suspension Notice to be revoked (whether in whole or in part), the party which served the Suspension Notice shall revoke the suspension to that extent. Such revocation shall be effected as soon as practicable after the remedy in question by notice to the other party specifying the extent of the revocation and the date on which it is to have effect.

3 Termination

3.1 Network Rail's right to terminate

Network Rail may serve a Termination Notice on the Train Operator:

(a) where the Train Operator fails to comply with any material restriction in a Suspension Notice;

(b) where the Train Operator fails to comply with its obligations under paragraph 2.5.3;

(c) where the Train Operator Event of Default specified in paragraph 1.1(a) has occurred and is continuing; or

(d) where the Train Operator Event of Default specified in a Suspension Notice served by Network Rail is not capable of being remedied and three months have elapsed from the service of that Suspension Notice.

3.2 Train Operator's right to terminate

The Train Operator may serve a Termination Notice on Network Rail:

(a) where Network Rail fails to comply with its obligations under paragraph 2.5.3;

(b) where the Network Rail Event of Default specified in paragraph 1.3(a) has occurred and is continuing; or

(c) where the Network Rail Event of Default specified in a Suspension Notice served by the Train Operator is not capable of being remedied and three months have elapsed from the service of that Suspension Notice.

3.3 Contents of Termination Notice

A Termination Notice shall specify:

(a) the nature of the relevant Event of Default;

(b) a date and time, which shall be reasonable in the circumstances, at which termination is to take effect; and

(c) whether the party serving the Termination Notice reasonably considers that the Event of Default is capable of remedy, and where the relevant Event of Default is capable of remedy:

(i) the steps which the party serving the Termination Notice believes are reasonably required to remedy the Event of Default; and

(ii) a reasonable grace period within which such steps may be taken (where the Event of Default is a failure of the Train Operator to pay Track Charges or other amounts due, seven days is a reasonable grace period).

3.4 Effect of Termination Notice

Where Network Rail or the Train Operator has served a Termination Notice on the other:

(a) the service of the Termination Notice shall not affect the parties' continuing obligations under this contract up to the date of termination, which date shall be determined in accordance with paragraph 3.4(c);

(b) the party which has served the Termination Notice shall withdraw it by notice to the other party, upon being reasonably satisfied that the relevant Event of Default has been remedied; and

(c) this contract shall terminate on the later of:

(i) the date and time specified in the Termination Notice for the contract to terminate (or such later date and time as the party which served the Termination Notice notifies to the other before the date and time so specified); and

(ii) the date on which a copy of the Termination Notice is given to ORR.

4 Consequence of termination

4.1 Directions regarding location of Specified Equipment

Immediately before, upon or following termination or expiry of this contract, the Train Operator shall comply or procure compliance with all reasonable directions given by Network Rail concerning the location of the Specified Equipment.

4.2 Failure to comply with directions

If the Train Operator fails to comply with any directions given under paragraph 4.1, Network Rail shall be entitled to remove from the Network or Stable any Specified Equipment left on the Network or to instruct a third party to do so and any reasonable costs incurred by Network Rail in taking such steps shall be paid promptly by the Train Operator.

4.3 Evidence of costs

Network Rail shall provide such evidence of such costs as are referred to in paragraph 4.2 as the Train Operator shall reasonably request.

SCHEDULE 7: TRACK CHARGES AND OTHER PAYMENTS *15TH 17TH 21ST*

PART 1: INTERPRETATION

1 Definitions

In Part 1 – Part 7 inclusive, unless the context otherwise requires:

"access charges review"	has the meaning ascribed to it by Schedule 4A to the Act;
"AC System"	means the alternating current system of electricity traction supply on the Network;
"Aggregate Fixed Charges"	means, in any Relevant Year t, the sum of the values of F_t under paragraph 1 of Part 2 and the corresponding provisions of each other relevant access agreement;
"Baseline timetabled traffic miles$_t$"	has the meaning ascribed to it in paragraph 2A of Part 2;
"Basic Amount"	has the meaning ascribed to it in paragraph 1.1(a) of Part 3A;
"Bimodal Electric Multiple Unit"	means an electric multiple unit that is capable of drawing current from the AC System and/or DC System and, in addition, being powered by an alternative source of energy, including but not limited to diesel;
"Bimodal Locomotive"	means a train hauled by a locomotive that is capable of drawing current from the AC System and/or DC System and, in addition, being powered by an alternative source of energy, including but not limited to diesel;
"Capacity Charge"	means a variable charge, calculated in accordance with paragraph 6 of Part 2;
"Current Control Period"	means the period of five years commencing at 0000 hours on 1 April 2014 and due to end at 2359 hours on 31 March 2019;

"CPI"	means the Consumer Prices Index (all items) whose value is published each month by the Office for National Statistics in its statistical bulletin on consumer price inflation, or: a) if the Consumer Prices Index for any month in any year shall not have been published on or before the last day of the third month after such month, such index for such month or months as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances; or b) if there is a material change in the basis of the Consumer Prices Index, such other index as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances;
“DC System”	means the direct current system of electricity traction supply on the Network;
“Default Train Consist Data”	means the data listed in Appendix 7C as amended from time to time in accordance with paragraph 10.4 of Part 2;
“Electrification Asset Usage Charge”	means a charge for electrification asset usage, calculated in accordance with paragraph 8 of Part 2;
“English & Welsh Grant Compensation Amount”	has the meaning ascribed to it in paragraph 3.2 of Part 3A;
“English & Welsh Grant Dilution”	has the meaning ascribed to it in paragraph 2.1 of Part 3A;
“English & Welsh Grant Dilution Date”	has the meaning ascribed to it in paragraph 2.2 of Part 3A;
“excluded change”	means, in relation to paragraph 2(a) of Part 7, a change to the arrangements established between Network Rail and any other person in respect of the payment of any amount under sections 6 or 8 of the Railways Act 2005;
“Fixed Track Charge”	means a fixed annual charge, calculated in accordance with paragraph 1 of Part 2;
“Fixed Track Charge Indexation”	has the meaning ascribed to it in paragraph 2 of Part 2;

“Fixed Track Charge Wash-Up” means the amount calculated in accordance with paragraph 2A of Part 2;

“Geographic Area g” means, for the purposes of performing the calculations set out in paragraph 4 of Part 2 and paragraph 18 of the Traction Electricity Rules, the relevant geographic section of the Network, as set out in Appendix 5 of the Traction Electricity Rules;

“Grant Agreement” means the Grant Agreement made on or before 31 March 2019 between the Secretary of State and Network Rail for the payment of network grant;

"Grant Amount" has the meaning ascribed to it in paragraph 1.1(b) of Part 3A;

"Grant Mechanism” means the provisions agreed on or before 31 January 2019 between Network Rail and the Secretary of State (and approved by ORR for the purposes of Part 3A on or before 28 February 2019) setting out how the annual amounts of network grant contained in Table E2B may vary or if no such provisions are agreed and approved, such provisions as ORR may determine on or before 31 March 2019 after consulting Network Rail and the Secretary of State;

“Gross Tonne Mile” in relation to a train, means a mile travelled on the Network, multiplied by each tonne of the aggregate weight of the train in question;

“Initial Indexation Factor” is derived from the following formula:

$$IIF = \left(1 + \frac{(CPI_{2018} - CPI_{2017})}{CPI_{2017}}\right)^2$$

where:

IIF means the Initial Indexation Factor;

CPI_{2017} means the CPI published or determined with respect to the month of November 2017; and

CPI_{2018} means the CPI published or determined with respect to the month of November 2018;

The value derived from this formula shall be rounded to three decimal places;

“kgtm”	means 1000 Gross Tonne Miles;
“kWh”	means kilowatt hours;
“Metered Train m”	means, as the context requires, either: (a) a train of a particular type; or (b) a specific train having a train ID, as specified in Appendix 7D of this Schedule 7;
“Network Rail Distribution System Loss Factor”	means the relevant factor that represents the electrical losses between the On-Train Meter and Network Rail’s meter through which it purchases traction electricity for the AC System or the DC System in Geographic Area g, as set out in Appendix 3 of the Traction Electricity Rules;
“Network Rail Rebate”	has the meaning ascribed to it in paragraph 7.1 of Part 2;
“New Modelled Train”	means a type of train for which Etmo is to be calculated for the purposes of paragraph 4.1.1 of Part 2 but in relation to which no train category i, and no modelled consumption rate, is shown in either the Passenger Traction Electricity Modelled Consumption Rates for CP6 or Generic Traction Electricity Modelled Consumption Rates for CP6 tables in the Traction Electricity Modelled Consumption Rates List, or the PFM Rates List;
“New Specified Equipment”	means a type of railway vehicle not included in the section of the Track Usage Price List entitled “Passenger Variable Usage Charge rates”;
“On-Train Meter” and "On-Train Metering"	have the meanings ascribed to them in paragraph 1.2 of the Traction Electricity Rules;
“Payment Date”	has the meaning ascribed to it in paragraph 1.1(b) of Part 3A;
“Period”	has the meaning ascribed to it in Schedule 8;
"PFM Rate"	has the meaning ascribed to it in paragraph 1 of the Traction Electricity Rules;
"PFM Rates List"	has the meaning ascribed to it in paragraph 1 of the Traction Electricity Rules;

"Proposed Review Notice" means the most recently proposed Review Notice given by ORR during the course of the Current Control Period, in accordance with Schedule 4A of the Act;

“Rebatable Amount” has the meaning ascribed to it in paragraph 7.2 of Part 2;

“relevant access agreement” means an access agreement under which any of the following persons obtains permission from Network Rail to use the Network:

(a) a franchise operator; or

(b) a concession operator within the meaning of the Merseyrail Electrics Network Order 2003; or

(c) a TfL concessionaire within the meaning of the Railways (North and West London Lines) Exemption Order 2007; or

(d) any other person who benefits from a franchise exemption (within the meaning of section 24(13) of the Act) in relation to services for the carriage of passengers by railway; or

(e) a relevant franchising authority (as defined in section 30(3B) of the Act) or a person providing services for the carriage of passengers by railway on behalf of a relevant franchising authority under section 30 of the Act;

“Relevant Year”	means a year commencing at 0000 hours on 1 April and ending at 2359 hours on the following 31 March; “Relevant Year t” means the Relevant Year for the purposes of which any calculation falls to be made; “Relevant Year t-1” means the Relevant Year preceding Relevant Year t; and similar expressions shall be construed accordingly;
"Review Implementation Notice"	has the meaning given to "review implementation notice" in paragraph 7 of Schedule 4A of the Act;
"Review Notice"	has the meaning given to "review notice" in paragraph 4 of Schedule 4A of the Act;
“Route-Level Efficiency Benefit Share”	has the meaning ascribed to it in paragraph 1 of Part 3;
“route type k”	means route type k as identified by type of electrification (AC (OLE) or DC) in the Track Usage Price List;
“RPI”	means the General Index of Retail Prices All Items measured by CHAW and published each month, or: (a) if the index for any month in any year shall not have been published on or before the last day of the third month after such month, such index for such month or months as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances; or (b) if there is a material change in the basis of the index, such other index as ORR may (after consultation with the parties and such other persons as it considers appropriate) determine to be appropriate in the circumstances;
"Schedule of Baseline Timetabled Traffic"	means the document entitled “Schedule of Baseline Timetabled Traffic” approved by ORR on or before 31 July 2019 (or, if not approved by that date, otherwise determined by ORR thereafter);

“Schedule of Fixed Charges”	Means the document entitled "Schedule of Fixed Charges" published by Network Rail on or about 20 December 2018;
"Table E2B"	means Table E2B in ORR’s document entitled “PR18 final determination Supplementary document – financial framework October 2018”;
“tariff band j”	means the tariff zone and time band in which the train in question is operated;
"Timetabled train miles$_t$"	has the meaning ascribed to it in paragraph 2A of Part 2;
“Track Usage Price List”	means the document entitled “Track Usage Price List” published by Network Rail on or about 20 December 2018 which, for the purposes of this contract, shall be deemed to incorporate any supplements to that document consented to or determined pursuant to paragraph 9.10 of Part 2 of Schedule 7 to this contract or a passenger track access contract previously held by the Train Operator;
“Traction Electricity Charge”	means a variable charge for traction current calculated in accordance with paragraph 4 of Part 2;
“Traction Electricity Modelled Consumption Rates List”	means the document entitled “Traction Electricity Modelled Consumption Rates List” published by Network Rail on or about 20 December 2018 and specifying freight and passenger traction electricity modelled consumption rates which, for the purposes of this contract, shall be deemed to incorporate any supplements to that document consented to or determined pursuant to paragraph 9.10 of Part 2 of Schedule 7 to this contract or a passenger track access contract previously held by the Train Operator;
"Traction Electricity Modelled Default Rate"	means, in respect of any New Modelled Train used on the Network by the Train Operator, the corresponding default consumption rate for that type of vehicle set out in the section of the Traction Electricity Modelled Consumption Rates List entitled "Traction Electricity Modelled Default Rates for CP6";

"Traction Electricity Modelled Default Rate Period"	means the period from the date on which the New Modelled Train is first used on the Network by the Train Operator until the date on which ORR consents to or determines a supplement to the Traction Electricity Modelled Consumption Rates List under paragraph 9.10 of Part 2 in respect of that New Modelled Train or the train in question has been added to Appendix 7D of this Schedule 7;
"Traction Electricity Modelled Default Rate Reconciliation Period"	means the period from the later of: (a) the date on which the New Modelled Train is first used on the Network by the Train Operator; or (b) 1 April of the Relevant Year in which ORR consents to or determines a supplement to the Traction Electricity Modelled Consumption Rates List under paragraph 9.10 of Part 2 in respect of that New Modelled Train, until the date on which ORR consents to or determines a supplement to the Traction Electricity Modelled Consumption Rates List under paragraph 9.10 of Part 2 in respect of that New Modelled Train;
"Traction Electricity Usage Occurrence Data"	means information as to when a Bimodal Electric Multiple Unit or Bimodal Locomotive is either drawing current from the AC System and/or the DC System, or is powered by an alternative source of energy;
"Traction-Train Compatible"	means a situation in which a Bimodal Electric Multiple Unit or Bimodal Locomotive is located on the Network with a system of electricity traction supply that the Bimodal Electric Multiple Unit or Bimodal Locomotive is capable of drawing current from;

“train category i” means train category i as identified in the relevant section of the Traction Electricity Modelled Consumption Rates List or PFM Rates List, being either:

(a) where there is no PFM Rate for a particular passenger vehicle type operating on a particular Train Service Code:

(i) where there is a modelled consumption rate for a particular passenger vehicle type operating on a particular Train Service Code, the relevant category set out in the table entitled "Passenger Traction Electricity Modelled Consumption Rates for CP6

(ii) where there is a generic consumption rate for a passenger vehicle type not referred to in paragraph (a)(i), the relevant category set out in the table entitled "Generic Traction Electricity Modelled Consumption Rates for CP6

(b) where there is a PFM Rate for a particular passenger vehicle type operating on a particular Train Service Code, the relevant category set out in the PFM Rates List;

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

“Train Mile” in relation to a train, means a mile travelled by that train on the Network;

“Train Service Code” has the meaning ascribed to it in paragraph 1.1 of Schedule 5;

“Variable Charges” means the Capacity Charge, the VUC Default Charge, the Electrification Asset Usage Charge, the Variable Usage Charge and the Traction Electricity Charge;

“Variable Usage Charge” means a variable charge, calculated in accordance with paragraph 3.1 of Part 2;

“Vehicle Mile”	in relation to a railway vehicle, means a mile travelled by that vehicle on the Network;
“Volume Reconciliation”	has the meaning ascribed to it in the Traction Electricity Rules;
"VUC Default Charge"	means a variable charge calculated in accordance with paragraph 3.3 of Part 2;
"VUC Default Period"	means the period from the later of: (a) the date on which the New Specified Equipment is first used on the Network by the Train Operator; or (b) 1 April 2019, until the date on which ORR consents to or determines a supplement to the Track Usage Price List under paragraph 9.10 of Part 2 in respect of that New Specified Equipment;
"VUC Default Rate"	means, in respect of any New Specified Equipment used on the Network by the Train Operator, the corresponding passenger default rate for that type of vehicle set out in the section of the Track Usage Price List entitled "Passenger Variable Usage Charge default rates"; and
“Weekday”	has the meaning ascribed to it in paragraph 1.1 of Schedule 5.

2. Interpretation

The provisions of clause 1.2(e) of this contract shall not apply to any references to the Grant Agreement in this Schedule 7.

Part 2

(Track Charges)

1. **Principal formula**

During each Relevant Year (and, in respect of F_t, prorationed for each day of any period of this contract comprising less than a full Relevant Year), Network Rail shall levy and the Train Operator shall pay Track Charges in accordance with the following formula:

$$T_t = F_t + FW_t + V_t + D_t + E_t + K_t + EAV_t - W_t$$

where:

T_t means Track Charges in Relevant Year t;

F_t means an amount in respect of the Fixed Track Charge in Relevant Year t, expressed in pounds sterling and rounded to two decimal places, which shall be:

(a) in respect of the Relevant Year commencing on 1 April 2019, the total of the amounts set out in the row relating to the Train Operator and the column relating to that year in the Schedule of Fixed Charges, multiplied by the Fixed Track Charge Indexation calculated in accordance with paragraph 2.1; and

(b) in respect of any Relevant Year t commencing on or after 1 April 2020, the total of the amounts set out in the row relating to the Train Operator and the column relating to that year in the Schedule of Fixed Charges, multiplied by the Fixed Track Charge Indexation for that year calculated in accordance with paragraph 2.2;

FW_t means an amount in respect of the Fixed Track Charge Wash-up in Relevant Year t which is derived in accordance with paragraph 2A;

V_t means an amount in respect of the Variable Usage Charge in Relevant Year t which is derived from the formula in paragraph 3.1;

D_t means an amount (if any) in respect of the VUC Default Charge in Relevant Year t which is calculated in accordance with paragraph 3.3;

E_t means an amount in respect of the Traction Electricity Charge in Relevant Year t which is derived from the formula in paragraph 4;

K_t means an amount in respect of the Capacity Charge in Relevant Year t which is calculated in accordance with paragraph 6;

EAV_t means an amount in respect of the Electrification Asset Usage Charge, calculated in accordance with the formula in paragraph 8;

W_t means an amount (which shall not be a negative value) in respect of the Network Rail Rebate in Relevant Year t, calculated in accordance with the provisions of paragraph 7.1.

2. **Fixed Track Charge Indexation**

2.1 The Fixed Track Charge Indexation in respect of the Relevant Year commencing on 1 April 2019 shall be derived from the following formula:

$$FTCI_{2019} = Initial\ Indexation\ Factor$$

where:

$FTCI_{2019}$ means the Fixed Track Charge Indexation in respect of the Relevant Year commencing on 1 April 2019.

2.2 The Fixed Track Charge Indexation in respect of any Relevant Year t commencing on or after 1 April 2020 shall be derived from the following formula:

$$FTCI_t = \left(1 + \frac{(CPI_{t-1} - CPI_{2018})}{CPI_{2018}}\right) \times Initial\ Indexation\ Factor$$

where:

$FTCI_t$ means the Fixed Track Charge Indexation in Relevant Year t;

CPI_{t-1} means the CPI published or determined with respect to the month of November in Relevant Year t-1; and

CPI_{2018} means the CPI published or determined with respect to the month of November 2018.

2A **Fixed Track Charge Wash-Up**

For the purposes of paragraph 1, the term FW_t means an amount in respect of the Fixed Track Charge Wash-Up in Relevant Year t, expressed in pounds sterling and rounded to two decimal places, which is derived from the following formula:

$FW_t = P_t \times F_t$

where:

F_t means an amount in respect of the Fixed Track Charge in Relevant Year t; and

P_t means the percentage difference between timetabled traffic and baseline traffic in Relevant Year t, derived from the formula:

$$P_t = \left(\frac{Timetabled\ train\ miles_t - Baseline\ timetabled\ traffic\ miles_t}{Baseline\ timetabled\ traffic\ miles_t}\right) \times 100$$

where:

Timetabled train $miles_t$ means that figure to be taken by Network Rail from the most appropriate system, which system shall be agreed in writing between Network Rail and ORR on or before 31 July 2019; and

Baseline timetabled traffic $miles_t$ means that figure set out in relation to the Train Operator for the Relevant Year t in the Schedule of Baseline Timetabled Traffic,

subject to the following:

if the term P_t has a value less than -1% (for example, -1.5% or -5%), the term FW_t means an amount in respect of the Fixed Track Charge Wash-Up in Relevant Year t which is derived from the following formula:

$FW_t = -1\% \times F_t$

and

if the term P_t has a value equal to or greater than -1% (for example, -0.9% or 2%), the term FW_t means an amount in respect of the Fixed Track Charge Wash-Up in Relevant Year t which is derived from the following formula:

$FW_t = P_t \times F_t$

3. Variable Usage Charge

3.1 *Variable Usage Charge*

For the purposes of paragraph 1, the term V_t means an amount in respect of the Variable Usage Charge in Relevant Year t which is derived from the following formula:

$V_t = \sum V_{it} \cdot UV_{it}$

where:

V_{it} means an amount for vehicle type i for Relevant Year t, expressed in pence per Vehicle Mile and rounded to two decimal places, which is derived from the following formula:

$$V_{it} = V_{it-1} \bullet \left(1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}}\right)$$

where:

CPI_{t-1} has the meaning set out in paragraph 2.2 above; and

CPI_{t-2} means the CPI published or determined with respect to the month of November in Relevant Year t-2,

but so that in relation to the Relevant Year commencing on 1 April 2019, V_{it} shall have, in respect of vehicle type i, the corresponding variable usage charge rate per Vehicle Mile for that vehicle type i set out in the Track Usage Price List, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year V_{it-1} shall have the same value;

UV_{it} means the actual volume of usage (in Vehicle Miles) in Relevant Year t of vehicle type i (referred to in the Track Usage Price List) operated by or on behalf of the Train Operator; and

$\sum$ means the summation across all relevant categories of vehicle types i.

3.2 *Not used*

3.3 *VUC Default Charge*

For the purposes of paragraph 1, the term D_t means the amount of VUC Default Charge payable in respect of New Specified Equipment in Relevant Year t which is derived from the following formula:

$D_t = \sum D_{nt} \cdot UD_{nt}$

where:

D_{nt} means the VUC Default Rate for that New Specified Equipment for Relevant Year t, expressed in pence per Vehicle Mile and rounded to two decimal places, which is derived from the following formula:

$$D_{nt} = D_{nt-1} \bullet \left(1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}}\right)$$

where:

CPI_{t-1} has the meaning set out in paragraph 2.2 above; and

CPI_{t-2} has the meaning set out in paragraph 3.1 above,

but so that in relation to the Relevant Year commencing on 1 April 2019, D_{nt} shall have, in respect of New Specified Equipment, the corresponding VUC Default Rate for that New Specified Equipment, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year D_{nt-1} shall have the same value;

UD_{nt} means the actual volume of usage of New Specified Equipment in Vehicle Miles during the VUC Default Period in Relevant Year t operated by or on behalf of the Train Operator; and

$\sum$ means the summation across all relevant New Specified Equipment.

4. **Traction Electricity Charge**

4.1 For the purposes of paragraph 1, the term E_t means an amount in respect of the Traction Electricity Charge in Relevant Year t, which is derived from the following formula:

$$E_t = E_{tmo} + E_{tme} + E_{tmuAC} + E_{tmuDC}$$

where:

E_{tmo} means an amount calculated in accordance with paragraph 4.1.2 below;

E_{tme} means an amount calculated in accordance with paragraph 4.1.3 below;

E_{tmuAC} means an amount calculated in accordance with paragraph 4.1.4(a) below; and

E_{tmuDC} means an amount calculated in accordance with paragraph 4.1.4(b) below.

Circumstances in which calculation to be based on modelled data and circumstances in which calculation to be based on metered data

4.1.1 E_{tmo} shall be calculated in respect of all trains other than those identified in the table at Appendix 7D, and E_{tme}, E_{tmuAC} and E_{tmuDC} shall be calculated in respect of the trains identified in the table at Appendix 7D.

Calculation of modelled consumption (including using PFM Rates)

4.1.2 E_{tmo} is derived from the following formula:

$$E_{tmo} = \sum E_{tmog}$$

where:

$\sum$ means the summation across all Geographic Areas g, as appropriate;

E_{tmog} is derived from the following formula:

$$E_{tmog} = \sum C_i \bullet EF_{gjt} \bullet UE_{igjt}$$

where:

∑ means the summation across all relevant train categories i (determined in accordance with paragraph 4.1.1 above), New Modelled Trains and tariff bands j, as appropriate;

C_i means, as appropriate:

(a) the consumption rate:

(i) in kWh per electrified Train Mile in relation to passenger electric multiple units (using the rate for the relevant number of units); or

(ii) in kWh per electrified kgtm in relation to locomotive-hauled units and all freight traffic,

for train category i shown in the Traction Electricity Modelled Consumption Rates List, taking into account any Regenerative Braking Discount applied in accordance with the Traction Electricity Rules or, if a PFM Rate applies in accordance with the Traction Electricity Rules, the PFM Rates List; or

(b) for New Modelled Trains, the Traction Electricity Modelled Default Rate shown in the Traction Electricity Modelled Consumption Rates List, taking into account any Regenerative Braking Discount applied in accordance with the Traction Electricity Rules;

EF_{gjt} means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and

UE_{igjt} means the actual volume of usage (in electrified Vehicle Miles in relation to passenger electric multiple units or electrified kgtm in relation to locomotive-hauled units and all freight traffic), if any, of trains operated by or on behalf of the Train Operator in train category i and New Modelled Trains operated by or on behalf of the Train Operator, in Geographic Area g, in tariff band j and in Relevant Year t, pursuant to this contract, provided that where train category i or a New Modelled Train is a Bimodal Electric Multiple Unit or Bimodal Locomotive operating in a Traction-Train Compatible situation, it shall be deemed that all mileage (in Vehicle Miles in relation to passenger electric multiple units or kgtm in relation to locomotive-hauled units and all freight traffic), if any, of such trains is electrified.

Calculation of consumption using metered consumption data

4.1.3 E_{tme} is derived from the following formula:

$$E_{tme} = \sum E_{tmeg}$$

where:

∑ means the summation across all Geographic Areas g, as appropriate;

E_{tmeg} is derived from the following formula:

$$E_{tmeg} = \sum \left(\left(CME_{mgjt} \bullet EF_{gjt} \right) - \left(RGB_{mgjt} \bullet EF_{gjt} \right) \right)$$

where:

$\sum$ means the summation across all relevant Metered Trains m (determined in accordance with paragraph 4.1.1 above) and tariff bands j, as appropriate;

CME_{mgjt} means the consumption of electricity (in kWh) by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t;

EF_{gjt} means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and

RGB_{mgjt} means the electricity (in kWh) generated by braking by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t.

4.1.4

(a) E_{tmuAC} is derived from the following formula:

$$E_{tmuAC} = \sum E_{tmugAC}$$

where:

$\sum$ means the summation across all Geographic Areas g, as appropriate;

E_{tmugAC} is derived from the following formula:

$$E_{tmugAC} = \sum (CME_{mgjtAC} \bullet EF_{gjt}) \bullet \lambda_{ACg}$$

where:

$\sum$ means the summation across all relevant Metered Trains m (determined in accordance with paragraph 4.1.1 above) and tariff bands j, as appropriate;

CME_{mgjtAC} means the consumption of electricity (in kWh) from the AC System by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t;

EF_{gjt} means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and

λ_{ACg} means the Network Rail Distribution System Loss Factor for the AC System in Geographic Area g.

(b) E_{tmuDC} is derived from the following formula:

$$E_{tmuDC} = \sum E_{tmugDC}$$

where:

$\sum$ means the summation across all Geographic Areas g, as appropriate;

E_{tmugDC} is derived from the following formula:

$$E_{tmugDC} = \sum (CME_{mgjtDC} \bullet EF_{gjt}) \bullet \lambda_{DCg}$$

where:

$\sum$ means the summation across all relevant Metered Trains m (determined in accordance with paragraph 4.1.1 above) and tariff bands j, as appropriate;

CME_{mgjtDC} means the consumption of electricity (in kWh) from the DC System by Metered Trains m operated by or on behalf of the Train Operator, as measured by the On-Train Meters or as otherwise determined in accordance with the Traction Electricity Rules, in Geographic Area g, tariff band j and in Relevant Year t;

EF_{gjt} means the charge for traction current (in pence per kWh) consumed by railway vehicles operated by or on behalf of the Train Operator in Geographic Area g, in tariff band j and in Relevant Year t as agreed or determined pursuant to paragraph 19 of the Traction Electricity Rules; and

λ_{DCg} means the Network Rail Distribution System Loss Factor for the DC System in Geographic Area g.

Metered Bimodal Electric Multiple Units and Bimodal Locomotives – deemed electrified mileage

4.1.5

(a) Where Metered Train m is a Bimodal Electric Multiple Unit or Bimodal Locomotive, the Train Operator shall, as a minimum, within seven days of the end of each of the third, sixth, tenth and thirteenth Periods, provide to Network Rail the Traction Electricity Usage Occurrence Data for Metered Train m. The Traction Electricity Usage Occurrence Data provided: within seven days of the end of the third Period shall cover Periods one, two and three; within seven days of the end of the sixth Period shall cover Periods four, five and six; within seven days of the end of the tenth Period shall cover Periods seven, eight, nine and ten; and within seven days of the end of the thirteenth Period shall cover Periods eleven, twelve and thirteen.

(b) Where, after seven days, any Traction Electricity Usage Occurrence Data is missing in respect of any such Bimodal Electric Multiple Unit or Bimodal Locomotive, all mileage, if any,

of such Bimodal Electric Multiple Unit or Bimodal Locomotive operated by or on behalf of the Train Operator shall be deemed, for billing purposes, to be electrified in Traction-Train Compatible situations and paragraphs 4.1.3 and 4.1.4 shall apply in respect of all such mileage.

Election to introduce On-Train Metering for a vehicle or vehicle type

4.2

(a) If the Train Operator wishes to propose the introduction of On-Train Metering to measure traction electricity consumption for a vehicle or vehicles of a vehicle type that the Train Operator operates for the purposes of being invoiced by Network Rail for traction electricity, it shall notify Network Rail of any required changes to the contract in connection with that proposal.

(b) Any notice under sub-paragraph 4.2(a) shall be accompanied by information and evidence in reasonable detail supporting the changes proposed and setting out the reasons for those changes, and Network Rail shall respond in writing within 56 days of service of any such notice.

(c) Promptly following any response served by Network Rail under sub-paragraph 4.2(b), the parties shall endeavour to agree whether the contract should be amended in connection with that proposal and, if so, the amendments.

(d) If the parties agree an amendment to the contract in connection with the proposal referred to in sub-paragraph 4.2(a), that amendment shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed, the parties shall ensure that ORR is furnished with such amendment and such information and evidence as it shall require to determine whether or not to approve the amendment.

(e) Any agreed amendment to the contract in connection with the proposal referred to in sub-paragraph 4.2(a) which is approved by ORR under section 22 of the Act shall apply with effect from the date agreed by the parties.

(f) If the parties fail to reach agreement within 90 days after service of a notice under sub-paragraph 4.2(a), or if prior to that date both parties agree that agreement is unlikely to be reached prior to that date, either party may notify ORR and request that ORR determines the matter. The parties shall, within such timescales as ORR may specify, furnish ORR with such information and evidence as ORR shall require to determine the matter. If a party fails to furnish such information and evidence within the specified timescale, ORR shall be entitled to determine the matter without that information and evidence and the party in default shall have no grounds for complaint in that respect.

(g) Where ORR determines the matter pursuant to sub-paragraph 4.2(f), it may issue a notice to the parties setting out the amendments to be made to the contract and the date, which may be retrospective, from which they shall take effect.

5. Not used.

6. **Capacity Charge**

In respect of the Relevant Year ending 31 March 2019, the term K_t means an amount in respect of the Capacity Charge which shall be derived from the formula that was contained in paragraph 6 of Part 2 of Schedule 7 of the version of this contract that was in force up until 31 March 2019. For subsequent Relevant Years, K_t shall have a value of zero.

7. **Network Rail Rebate**

7.1 For the purpose of paragraph 1, the Network Rail Rebate in respect of any Relevant Year t (W_t) is an amount (which shall not be a negative value) by way of a return of Track Charges paid in accordance with paragraph 7.5, derived from the following formula:

$$W_t = RA_t \times \frac{F_t}{AF_t}$$

where:

RA_t means the Rebatable Amount declared by Network Rail in relation to Relevant Year t under paragraph 7.2;

F_t has the meaning ascribed to it in paragraph 1 for Relevant Year t; and

AF_t means the Aggregate Fixed Charge in Relevant Year t.

7.2 The Rebatable Amount shall be the amount, if any:

(a) which represents such proportion of Network Rail's total income for Relevant Year t as it reasonably considers that it does not require in order to discharge its obligations under its network licence and any contracts to which it is a party;

(b) which Network Rail, acting reasonably, considers it appropriate to rebate as an amount representing a return of Track Charges payable by persons who provide services for the carriage of passengers by railway under the relevant access agreements to which they are parties; and

(c) which Network Rail notifies as such to ORR within nine months after the end of each Relevant Year t.

7.3 No amount of Track Charges shall be rebated under this paragraph 7 unless ORR has consented to such rebate.

7.4 Without prejudice to the generality of clause 16.3.1, any payment of a Network Rail Rebate (a **"rebate payment"**) shall be made on the basis that it is to be treated as exclusive of VAT, so that where and to the extent that the rebate payment is consideration for a supply for VAT purposes Network Rail shall in addition pay to the Train Operator an amount equal to the amount of VAT due in respect of that rebate payment and either:

(a) the Train Operator shall issue a VAT invoice to Network Rail in respect of the relevant amount; or

(b) if the parties so agree and have entered into an applicable self-billing agreement (within the meaning of regulation 13(3A) of the Value Added Tax Regulations 1995 (the **"VAT Regulations"**)) that continues in force then Network Rail shall produce for itself a self-billed invoice (within the meaning of regulation 13(3) of the VAT Regulations) in respect of the relevant amount.

7.5 If, pursuant to paragraph 7.1, the Train Operator is entitled to payment of a Network Rail Rebate in respect of Relevant Year t, then such payment shall be made by Network Rail to the Train Operator as a lump sum payment within 28 days after the end of the Period in which ORR gives its consent under paragraph 7.3.

7.6 If, pursuant to paragraph 7.2, Network Rail notifies ORR of the Rebatable amount in respect of Relevant Year t after this contract has expired or has otherwise been terminated then, notwithstanding the expiration or termination of this contract, paragraph 7.5 shall apply.

7.7 If Network Rail has, prior to 31 March 2019 and pursuant to the provisions of this contract in force as at that date, notified ORR of a Rebatable Amount for the Relevant Year ending on that date, then such provisions shall continue to apply to the extent (and only to the extent) necessary to enable determination and payment (where applicable) of a Network Rail Rebate based on that Rebatable Amount.

8. **Electrification Asset Usage Charge**

For the purposes of paragraph 1, the term EAV_t means an amount for electrification asset usage which is derived from the following formula:

$$Electrification\ Asset\ Usage\ Charge = \sum EV_{tk} \times UV_{tk}$$

where:

$\sum$ means the summation across all route types;

EV_{tk} means an amount in respect of the Electrification Asset Usage Charge per electrified Vehicle Mile on route type k for Relevant Year t, expressed in pence per electrified Vehicle Mile and rounded to two decimal places, which is derived from the following formula:

$$EV_{tk} = EV_{t-1k} \times \left(1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}}\right)$$

where:

CPI_{t-1} has the meaning set out in paragraph 2.2 above; and

CPI_{t-2} has the meaning set out in paragraph 3.1 above,

but so that in relation to the Relevant Year commencing on 1 April 2019, EV_{tk} shall have, in respect of each electrified Vehicle Mile on route type k, the value per electrified Vehicle Mile for the Electrification Asset Usage Charge set out in the Track Usage Price List, multiplied by the Initial Indexation Factor; and in relation to the next following Relevant Year EV_{t-1k} shall have the same value; and

UV_{tk} means the actual number of electrified Vehicle Miles on route type k in Relevant Year t operated by or on behalf of the Train Operator. Where the Train Operator operates a Bimodal Electric Multiple Unit or Bimodal Locomotive, the actual number of electrified Vehicle Miles on route type k in Relevant Year t shall be calculated as follows:

(i) where the Bimodal Electric Multiple Unit or Bimodal Locomotive is operating in a Traction-Train Compatible situation and is not a Metered Train m, it shall be deemed that all mileage, if any, of such train is electrified; or

(ii) where the Bimodal Electric Multiple Unit or Bimodal Locomotive is a Metered Train m, in accordance with paragraph 4.1.5 above.

9. **Bilateral supplements to the Traction Electricity Modelled Consumption Rates List and Track Usage Price List**

9.1 Where the Train Operator intends to use New Specified Equipment on the Network, it shall where reasonably practicable inform Network Rail in writing of the date or likely date from which it intends to do so.

9.2 Where the Train Operator uses New Specified Equipment on the Network, the Train Operator shall pay Network Rail the relevant VUC Default Charge during the VUC Default Period.

9.2A Where the Train Operator uses a New Modelled Train on the Network, Network Rail shall apply the Traction Electricity Modelled Default Rate in order to calculate the Traction Electricity Charge for the purposes of paragraph 4.1.2 above, during the Traction Electricity Modelled Default Rate Period.

9.3 No supplement to the Traction Electricity Modelled Consumption Rates List or Track Usage Price List shall have effect unless it has been:

(a) agreed between the parties and ORR has consented to it; or

(b) determined by ORR.

9.4 Either the Train Operator or Network Rail shall be entitled to propose that:

(a) the Traction Electricity Modelled Consumption Rates List be supplemented as necessary to include a rate in respect of a new train category; or

(b) the Track Usage Price List be supplemented as necessary to include a new vehicle type and corresponding rate.

9.5 Any proposal of a kind referred to in paragraph 9.4 shall be made by notice to the other party and shall be accompanied by a specification of the proposal in reasonable detail and the reasons for it. The parties shall thereafter seek to agree in good faith the necessary supplement to the list in question.

9.6 Either party may request from the other such information that it reasonably requires in connection with the proposal and the party from whom the information was requested shall use reasonable endeavours to provide this information promptly.

9.7 Where the parties agree to a supplement following a proposal under paragraph 9.4, they shall request ORR's consent to it and provide such information as ORR reasonably requires in order to decide whether to give its consent.

9.8 If the parties fail to reach agreement within 45 days of the date of the notice given under paragraph 9.5, at any point thereafter either party shall be entitled to refer the matter to ORR for determination.

9.9 Following a reference to ORR under paragraph 9.8, the parties shall, within such timescales as ORR may reasonably specify, furnish ORR with such information and evidence as ORR shall reasonably require to determine the matter. If a party fails to furnish such information and evidence within the specified timescale, ORR shall be entitled to determine the matter without that information and evidence and the party in default shall have no grounds for complaint in that respect.

9.10 ORR may:

(a) consent to any supplement that is agreed by the parties and submitted to it under paragraph 9.7, or following consultation with the parties, determine that a different supplement should apply; or

(b) following a referral to ORR under paragraph 9.8, determine the supplement that should apply.

9.11 In the case of a supplement to the Traction Electricity Modelled Consumption Rates List, the supplement shall have effect from such date as ORR shall determine by notice to the parties, provided that such date shall not be a date falling prior to the start of the Relevant Year in which ORR consented to or determined the supplement, except in the case of modelled consumption rates for Class 331 vehicles consented to by ORR in June 2019 which shall have effect for the Relevant Year that commenced on 1 April 2018.[21st]

9.12 In the case of a supplement to the Track Usage Price List, the supplement shall have retrospective effect from the first day of the VUC Default Period.

9.13 Following ORR's consent or determination under paragraph 9.10 Network Rail shall:

(a) apply the supplement from the date in accordance with paragraph 9.11 or 9.12 above as applicable; and

(b) within 28 days of the date of ORR's consent or determination:

(i) issue any adjusting invoice or credit note to the Train Operator -

(A) in the case of a supplement to the Track Usage Price List, this will reflect the difference between the amount paid by the Train Operator for the VUC Default Charge during the VUC Default Period and the amount that it would have paid during the VUC Default Period in respect of the Variable Usage Charge had the supplement been in place at the time the Train Operator first used the relevant railway vehicle on the Network;

(B) in the case of a supplement to the Traction Electricity Modelled Consumption Rates List, this will reflect the difference between: (i) the amount paid by the Train Operator in respect of any New

Modelled Train to which the Traction Electricity Modelled Default Rate has been applied during the Traction Electricity Modelled Default Rate Reconciliation Period; and (ii) the amount that it would have paid during the Traction Electricity Modelled Default Rate Reconciliation Period in respect of the Traction Electricity Charge had the supplement been in place at the start of that period;

and

(ii) publish on its website details of the supplement alongside the details of any other such supplements to which ORR has consented or determined pursuant to this or any other track access contract to which Network Rail is a party.

9.14 Any supplement to the Traction Electricity Modelled Consumption Rates List or Track Usage Price List which ORR has consented to or determined pursuant to a passenger track access contract previously held by the Train Operator shall also apply to this contract.

10. Payment of Track Charges and other sums due under the contract

10.1 *Payment of Track Charges and other sums due under the contract*

(a) Save where the contract provides otherwise, the Train Operator shall pay or procure the payment to Network Rail of:

(i) the Variable Usage Charge;

(ii) the Traction Electricity Charge;

(iii) the Capacity Charge;

(iv) the Electrification Asset Usage Charge;

(v) the VUC Default Charge;

(vi) the Fixed Track Charge Wash-Up; and

(vii) any other sums which have fallen due in accordance with any provision of this contract,

attributable to any Period as invoiced by Network Rail on or after expiry of each such Period within 21 days of the invoice date or 28 days after the end of the Period, whichever is later.

(b) The Train Operator shall pay or procure the payment to Network Rail of that part of the Fixed Track Charge attributable to any Period as invoiced by Network Rail on or after the expiry of each such Period within seven days of the invoice date or seven days after the end of the Period, whichever is later.

(c) Any invoice issued by Network Rail under paragraph 18.5 of the Traction Electricity Rules (relating to modelled and actual rates of electricity consumption) shall be payable by the Train Operator within 21 days of the relevant invoice date.

10.2 *Train Consist Data*

Network Rail shall calculate the Variable Charges payable by the Train Operator in respect of each Period using the Train Consist Data supplied by the Train Operator and, to the extent such Train Consist Data is not available to Network Rail, the Default Train Consist Data.

10.3 ***Invoices and right to object to invoices***

(a) Network Rail will notify the Train Operator on a weekly basis of the train movements for which Default Train Consist Data has been used to establish the Variable Charges payable by the Train Operator. At either party's request, the parties shall consult with a view to substituting Train Consist Data for Default Train Consist Data but such consultation shall not delay the issue by Network Rail of the invoice for the Variable Charges in respect of the Period concerned.

(b) For each Period, Network Rail shall be entitled to invoice the Train Operator for Variable Charges in respect of any and all train movements operated by the Train Operator during that Period based on either:

(i) Train Consist Data provided by the Train Operator in respect of any train movement at or prior to the time that such train movement is completed; or

(ii) Train Consist Data agreed by the parties under paragraph 10.3(a) in respect of any train movement; or

(iii) Train Consist Data provided by the Train Operator in respect of any train movement (other than any train movement where the Specified Equipment used in operating the relevant movement is loco hauled) by the end of the day on which such train movement has been completed,

or (to the extent that (i) or (ii) or (iii) above do not apply) Default Train Consist Data. Each such invoice will be payable in accordance with the provisions of paragraph 10.1.

(c) Either party shall be entitled, at any time prior to the later of 23:59 hours on the 14th day following the expiration of the relevant Period and seven days following receipt by the Train Operator of the relevant invoice or credit note, to notify the other that it objects to any Train Consist Data (including, where applicable, the use of Default Train Consist Data) on which the whole or any part of the Variable Charges included in the relevant invoice or credit note are based and any such notice shall specify in reasonable detail what that party believes to be the Train Consist Data for the relevant train movement(s) (**"notice of objection"**). In the absence of any notice of objection being served within such time the Train Consist Data used in the relevant invoice or credit note shall be final and binding on the parties. The Train Operator shall supply the data to Network Rail in the format:

Train ID	Start date & time	Train Slot origin	Train slot destination	Train Consist (actual): Specified Equipment used

(d) The parties shall seek to agree the Train Consist Data specified in any notice of objection and any consequential financial adjustment required to the relevant invoice or credit note. If the parties are unable to agree such Train Consist Data within 14 days following receipt of a notice of objection, either party may refer the matter for resolution in accordance with the ADRR.

(e) Within 14 days of any Train Consist Data being agreed or determined in accordance with paragraph 10.3(d), Network Rail shall, if any consequential or financial adjustment of the relevant invoice is required, issue a further invoice to, or (as the case may be) a credit note in favour of, the Train Operator in the amount of the relevant adjustment. The invoice or credit note shall be payable at the same time as the invoice for Variable Charges for the relevant Period or, if issued later than 21 days after the end of the relevant Period, within seven days after the date of its issue.

(f) The actual volume of usage used to calculate any supplementary amount payable under paragraph 18 of the Traction Electricity Rules shall be established on the basis of the Train Consist Data and the Default Train Consist Data applied in calculating the Variable Charges for each of the Periods in Relevant Year t as adjusted in accordance with paragraph 10.3(d) on or before 90 days after the end of Relevant Year t.

(g) Where, as a result of any invoice or credit note issued pursuant to paragraph 10.3, any sum of money which has been paid shall become repayable or any sum of money which has been unpaid shall become payable the party to whom such sum shall be paid shall be paid or allowed interest at the Default Interest Rate on such sum from the date when it (if repayable) was paid or the date when such sum (if payable) ought to have been paid until the date of payment or repayment.

10.4 ***Unrepresentative Train Consist Data***

(a) If at any time during this contract either party considers the Default Train Consist Data specified in Appendix 7C is not representative of the Train Operator's Services and in particular, but without limitation, the type(s) of railway vehicles then in use and the regular number of carriages forming part of those railway vehicles in the operation of its Services, either party shall be entitled on written notice to the other to request that the Default Train Consist Data be amended. Any such request shall specify in reasonable detail the grounds for the request and the proposed amendments to the Default Train Consist Data.

(b) The parties shall endeavour to reach agreement on any amendments to the Default Train Consist Data within 21 days of the date of the request referred to in paragraph 10.4(a) and if the parties are unable to agree such amendments within such time period, either party may refer the matter for resolution in accordance with the ADRR.

(c) Upon the earlier of agreement between the parties or determination by a relevant ADRR Forum, the parties shall notify ORR of the proposed amendments to the Default Train Consist Data and, subject to ORR not objecting to the proposed amendments within 14 days (the **"14 day period"**) of receipt of the notification by ORR, such amendments shall take effect from the first day of the next Period following the earlier of ORR confirming its consent to the proposed amendments and the expiry of the 14 day period. If ORR objects to the proposed amendments within the 14 day period, the parties shall endeavour to reach agreement with ORR on the appropriate amendments, if any, to the Default Train Consist Data which shall then take effect on the first day of the Period next following that in which agreement is reached.

10.5 ***Disputed amounts repayment and interest rate***

(a) Where a party wishes to contest any invoice issued to it under this Schedule 7 (including any invoice in respect of Track Charges) it shall, within 14 days of receipt of the invoice, notify the other party in writing of the amount which is in dispute but shall pay the full amount of the invoice, including the disputed amount, in accordance with the terms of the invoice.

(b) Where a party has given notice under paragraph 10.5(a) that it disputes part of any invoiced amount:

(i) payment of such sum shall be without prejudice to the determination of whether such sum is properly due or not; and

(ii) if it is subsequently determined that the disputed sum, or part of it, was not properly due the payee shall repay the disputed sum, or relevant part, to the payer together with interest (to accrue daily and be compounded monthly) at the Default Interest Rate from the date of payment until the actual date of repayment.

(c) For the avoidance of doubt, nothing in this paragraph 10.5 shall apply to any sums which have fallen due in accordance with Part 3A of this Schedule 7.

Part 3

(Route-Level Efficiency Benefit Share Mechanism)

1. For the purposes of the calculation and payment of any Route-Level Efficiency Benefit Share for the Relevant Year ending 31 March 2019, Part 3 and Appendix 7A and Appendix 7B of Schedule 7 of the version of this contract that

was in force up until 31 March 2019 shall continue to apply.

Part 3A

(English & Welsh Grant Dilution)

1. Grant Amounts

1.1 *Grant Amounts, Basic Amounts and Payment Dates*

For the purposes of this Part 3A:

(a) the Basic Amount, in respect of any Payment Date, is the amount which is notified by Network Rail to the Secretary of State in respect of that Payment Date, excluding any amounts notified by Network Rail which: (i) are not needed by Network Rail in respect of that Payment Date, or (ii) would cause the total of the Basic Amounts so notified for the Relevant Year in which the Payment Date falls to exceed the value of the Grant Amount for that Relevant Year;

(b) the Grant Amount, in respect of any Relevant Year, is the network grant amount set out in Table E2B as the annual amount to be paid in that Relevant Year by the Secretary of State to Network Rail by way of grant under s6 of the Railways Act 2005, as adjusted from time to time in accordance with the Grant Mechanism; and

(c) the Payment Dates are the dates set out in the Grant Agreement for the payment of grant by the Secretary of State in each of the Relevant Years commencing on 1 April 2019, 1 April 2020, 1 April 2021, 1 April 2022 and 1 April 2023 or, if no such dates are set out, the first Wednesday of each railway period in each such Relevant Year.

1.2 *Not used.*

2. English & Welsh Grant Dilution

2.1 *Meaning of English & Welsh Grant Dilution*

For the purposes of this Part 3A, there shall be an "English & Welsh Grant Dilution" in respect of a Payment Date if:

(a) the Secretary of State does not, for any reason, pay the whole or any part of the Basic Amount on or before the relevant Payment Date;

(b) the Secretary of State has not, for any reason, paid the whole of the Grant Amount for any Relevant Year minus any amounts already paid as Basic Amounts for that Relevant Year (**"the Balance of the Grant Amount**") on or before the final Payment Date of that Relevant Year; or

(c) the payment of the whole or any part of the Basic Amount or of the Balance of the Grant Amount in respect of that Payment Date is:

(i) subject to the performance by Network Rail or any other person of any obligation;

(ii) subject to the exercise by the Secretary of State or any other person of any discretion; or

(iii) contingent upon the happening of any event or circumstance, or any act or omission of any person.

2.2 ***Meaning of English & Welsh Grant Dilution Date***

In respect of any English & Welsh Grant Dilution:

(a) if the English & Welsh Grant Dilution is of the kind referred to in paragraph 2.1(a) or in paragraph 2.1(b), the English & Welsh Grant Dilution Date shall be the Payment Date in respect of which the Secretary of State does not pay the whole or any part of the Basic Amount or the Balance of the Grant Amount due on that date; and

(b) if the English & Welsh Grant Dilution is of the kind referred to in paragraph 2.1(c), each Payment Date which falls during any period during which the payment of the whole or any part of a Basic Amount or the Balance of the Grant Amount is:

(i) subject to any of the matters specified in paragraph 2.1(c)(i) or (ii); or

(ii) contingent upon any of the matters specified in paragraph 2.1(c)(iii),

shall be an English & Welsh Grant Dilution Date.

3. **English & Welsh Grant Compensation Amount**

3.1 ***Payment obligation***

If an English & Welsh Grant Dilution occurs:

(a) Network Rail shall notify the Train Operator and ORR that an English & Welsh Grant Dilution has occurred, and the circumstances in which it has occurred; and

(b) the Train Operator shall:

(i) send a copy of the notification it has received from Network Rail under paragraph 3.1(a) to any Passenger Transport Executive within whose area it provides services for the carriage of passengers by railway;

(ii) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(a) or in paragraph 2.1(b), pay Network Rail an English & Welsh Grant Compensation Amount calculated in accordance with paragraph 3.2 three months after the English & Welsh Grant Dilution Date; and

(iii) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(c), pay Network Rail an English & Welsh Grant Compensation Amount calculated in

accordance with paragraph 3.2 three months after each English & Welsh Grant Dilution Date.

3.2 ***Calculation***

Any English & Welsh Grant Compensation Amount payable under paragraph 3.1 is an amount calculated in accordance with the following formula:

$$GC = \left(GA_p - P\right) \times \frac{F_t}{AF_t}$$

where:

GC means the English & Welsh Grant Compensation Amount;

GA_p means the Basic Amount or, as the case may be, the Balance of the Grant Amount for the Payment Date which is the same date as the English & Welsh Grant Dilution Date;

P means:

(a) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(a) or in paragraph 2.1(b), the amount of any part payment of the Basic Amount or, as the case may be, the Balance of the Grant Amount which Network Rail certifies to the Train Operator, within seven days after the English & Welsh Grant Dilution Date, that it has received from the Secretary of State; and

(b) if the English & Welsh Grant Dilution is of the kind described in paragraph 2.1(c), zero;

F_t has the meaning ascribed to it in paragraph 1 of Part 2; and

AF_t means the Aggregate Fixed Charge in Relevant Year t.

Part 4

(Not used)

Part 5

(Not used)

Part 6

(Supplemental Provisions)

Each invoice or credit note issued by Network Rail to the Train Operator shall contain or be accompanied by separate itemisation of the following charges and other information (as relevant) in respect of the period covered by the invoice or credit note:

(a) the daily amount of the Fixed Track Charge and the number of days covered by the invoice;

(b) the rate of Variable Usage Charge and any VUC Default Charge and the relevant number of Vehicle Miles applicable to vehicles for each service so charged;

(c) the rate of Traction Electricity Charge and the number of Vehicle Miles applicable to vehicles for each service or Gross Tonne Miles applicable to units for each service so charged, for the purposes of calculating E_{tmo} in accordance with paragraph 4.1.2 of Part 2;

(d) the amount of the Electrification Asset Usage Charge and the number of days covered by the invoice;

(e) not used;

(f) not used;

(g) not used;

(h) the amount of any sum W_t payable as provided in paragraph 7 of Part 2;

(i) the amount of any sum $S1_{t\omega}$ and/or $S2_{t\omega}$ and/or any Charge Correction Amount payable as provided in paragraph 18 of the Traction Electricity Rules;

(j) the amount of any sum K_t payable as provided in paragraph 6 of Part 2;

(k) in respect of any other sums which have fallen due in accordance with any provisions of this contract other than Part 3A, separately the amount payable in respect of each head of charge; and

(l) the amount of any sum FW_t payable as provided in paragraph 2A of

(m) Part 2.

Part 7

(Future Access Charges Reviews)

1. **General**

ORR may carry out one or more access charges reviews of all or part of this contract as follows:

(a) an access charges review such that amendments to this contract to give effect to the conclusions of such an access charges review come into operation on and from 1 April 2024 or such later date as may be specified in that review; and

(b) as provided in paragraph 2 (and only as provided in paragraph 2), an access charges review such that amendments to this contract to give effect to the conclusions of such an access charges review come into operation before 1 April 2024.

2. **Access charges reviews capable of coming into operation before 1 April 2024**

ORR may carry out an access charges review in relation to any relevant part or parts of this contract at any time where it considers:

(a) that there has been, or is likely to be, a material change, other than an excluded change, in the circumstances of Network Rail or in relevant financial markets or any part of such markets; and

(b) that there are compelling reasons to initiate an access charges review, having due regard to its duties under section 4 of the Act, including in particular the duty to act in a manner which it considers will not render it unduly difficult for persons who are holders of network licences to finance any activities or proposed activities of theirs in relation to which ORR has functions under or by virtue of Part I of the Act.

3. **Interpretation**

In this Part 7 references to ORR carrying out an access charges review shall be construed as including references to its initiating implementation of that review.

4. **Interim treatment of 2018 Periodic Review**

4.1 ***Interim treatment prior to implementation***

If the terms of a Proposed Review Notice proposing amendments to the contract are not implemented in accordance with paragraph 7 of Schedule 4A to the Act on the date stipulated that they will come into operation in the Proposed Review Notice for any reason, then, irrespective of such terms not having been so implemented, each proposed amendment to the contract set out in the Proposed Review Notice shall have effect from the period (the "Interim Period") commencing on that date (or from any later date (or dates) specified in the Proposed Review Notice in respect of any individual amendment), in each case until such time as:

(a) following the service of a Review Implementation Notice relating to the Proposed Review Notice, the changes specified in that Review Implementation Notice come into operation; or

(b) following a reference to the Competition and Markets Authority in accordance with paragraph 9 of Schedule 4A to the Act, any amendments to the contract, made in accordance with paragraphs 12(8), 12(9) or 14(3) of Schedule 4A to the Act, come into operation.

4.2 ***Reconciliation Payment***

(a) Within 28 days after the end of the Interim Period, Network Rail shall calculate whether a reconciliation payment is due to or from the Train Operator. In order to calculate such reconciliation payment, Network Rail shall compare (i) the sums paid by the Train Operator during the Interim Period with (ii) the sums which would have been payable if the amendments required by either paragraphs 4.1(a) or (b) above had taken effect on the date(s) stipulated in the Proposed Review Notice, and shall provide to the Train Operator:

(i) a statement of the amount due to or from the Train Operator; and

(ii) such background data and workings as may reasonably be required for a proper understanding of the calculation.

(b) Within 14 days after the date upon which Network Rail shall have provided to the Train Operator the information referred to in paragraph 4.2(a) above, the Train Operator shall notify Network Rail of any aspects of the statement which it disputes, giving reasons for any dispute. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of the statement.

(c) If any dispute is notified under paragraph 4.2(b) it shall be resolved according to the following procedure:

(i) within 7 days of service of the relevant notice, the parties shall meet to discuss the disputed aspects with a view to resolving all disputes in good faith;

(ii) if, for any reason, within seven days of the meeting referred to in paragraph 4.2(c)(i) above, the parties are still unable to agree any disputed aspects, each party shall promptly and in any event within seven days prepare a written summary of the disputed aspects and the reasons for each such dispute and submit such summaries to the senior officer of each party;

(iii) within 28 days of the first meeting of the parties, the senior officers of the parties shall meet with a view to resolving all disputes; and

(iv) if no resolution results before the expiry of 14 days following that meeting, then either party may refer the matter for resolution in accordance with the ADRR.

(d) Within 28 days after the date upon which Network Rail shall have provided to the Train Operator the information referred to in paragraph 4.2(a) above (if not disputed) or 28 days of resolution or determination of any dispute in accordance with paragraph 4.2(c) above, any amount due shall be invoiced (or presented in a credit note, as the case may be) for payment, and payable, as provided under this contract.Within 28 days after the date upon which Network Rail shall have provided to the Train Operator the information referred to in paragraph 4.2(a) above (if not disputed) or 28 days of resolution or determination of any dispute in accordance with paragraph 4.2(c) above, any amount due shall be invoiced (or presented in a credit note, as the case may be) for payment, and payable, as provided under this contract.

Appendix 7A

(Not used)

Appendix 7B

(Not used)

APPENDIX 7C – DEFAULT TRAIN CONSIST DATA *16TH*

Train Service Code	Type of Train Movement	Default Train Consist Data
11792920	Train movement (s) between Newcastle and Hartlepool and Middlesbrough via Sunderland	1 x Class 142 Diesel Multiple Unit (2 power cars)
11802820	Train movement (s) between Leeds or Wakefield Westgate and Barnsley and Sheffield	1 x Class 150 Diesel Multiple Unit (2 power cars)
11803920	Train movement (s) between Huddersfield and Sheffield	1 x Class 142 Diesel Multiple Unit (2 power cars)
11804920	Train movement (s) between Sheffield and Worksop, Retford and Lincoln	1 x Class 142 Diesel Multiple Unit (2 power cars)
11807820	Train movement (s) between Sheffield and Doncaster via Rotherham Central and Adwick or Selby	1 x Class 156 Diesel Multiple Unit (2 power cars)
11808920	Train movement (s) between Sheffield or Thorne North and Hull not via Rotherham Central via Goole or Selby	1 x Class 156 Diesel Multiple Unit (2 power cars)

Train Service Code	Type of Train Movement	Default Train Consist Data
11810920	Train movement (s) between Leeds and Moorthorpe and Sheffield	1 x Class 144 Diesel Multiple Unit (2 power cars)
11816820	Train movement (s) between Doncaster and Thorne North or Goole	1 x Class 156 Diesel Multiple Unit (2 power cars)
11818620	Train movement (s) between Leeds, Shipley and Bradford Forster Square	1 x Class 333 Electric Multiple Unit (2 motor vehicles and 2 trailer vehicles)
11819020	Train movement (s) between Leeds and Ilkley	1 x Class 333 Electric Multiple Unit (2 motor vehicles and 2 trailer vehicles)
11820820	Train movement (s) between Bradford Forster Square and Skipton	1 x Class 333 Electric Multiple Unit (2 motor vehicles and 2 trailer vehicles)
11821020	Train movement (s) between Bradford Forster Square and Ilkley	1 x Class 333 Electric Multiple Unit (2 motor vehicles and 2 trailer vehicles)
11822820	Train movement (s) between Wakefield Westgate, Wakefield Kirkgate and Pontefract and Knottingley	1 x Class 153 Diesel Multiple Unit (1 power car)

Train Service Code	Type of Train Movement	Default Train Consist Data
11824820	Train movement (s) between Leeds and Doncaster	1 x Class 321 Electric Multiple Unit (1 motor vehicle and 3 trailer vehicles)
11825820	Train movement (s) between Doncaster and Scunthorpe	1 x Class 156 Diesel Multiple Unit (2 power cars)
11830820	Train movement (s) between Leeds and Harrogate or Knaresborough	1 x Class 144 Diesel Multiple Unit (3 power cars)
11830920	Train movement (s) between Leeds and Harrogate and York	1 x Class 144 Diesel Multiple Unit (3 power cars)
11835920	Train movement (s) between Leeds and Selby	1 x Class 150 Diesel Multiple Unit (2 power cars)
11837920	Train movement (s) between Leeds and York	1 x Class 144 Diesel Multiple Unit (3 power cars)
11838821	Train movement (s) between Hull and Bridlington and Scarborough	1 x Class 156 Diesel Multiple Unit (2 power cars)

Train Service Code	Type of Train Movement	Default Train Consist Data
11841820	Train movement (s) between Leeds and Knottingley and Goole	1 x Class 153 Diesel Multiple Unit (1 power car)
11868820	Train movement (s) between Leeds and Halifax and Hebden Bridge or Huddersfield via Bradford Interchange	1 x Class 158 Diesel Multiple Unit (3 power cars)
11868821	Train movement (s) between Huddersfield and Wakefield Westgate	1 x Class 150 Diesel Multiple Unit (2 power cars)
11870820	Train movement (s) between Leeds and Skipton	1 x Class 333 Electric Multiple Unit (2 motor vehicles and 2 trailer vehicles)
11871821	Train movement (s) between Leeds and Manchester Victoria	1 x Class 158 Diesel Multiple Unit (3 power cars)
11874020	Train movement (s) between Leeds and Huddersfield or Marsden or Brighouse or Hebden Bridge via Dewsbury	1 x Class 144 Diesel Multiple Unit (3 power cars)
12220110	Train movement (s) between Manchester Victoria and Stalybridge or Greenfield	1 x class 142 Diesel Multiple Unit (2 power cars)
12220821	Train movement (s) between Manchester Victoria and Huddersfield	1 x class 142 Diesel Multiple Unit (2 motor units)

Train Service Code	Type of Train Movement	Default Train Consist Data
12223820	Train movement (s) between Manchester Victoria or Bolton and Blackburn	1 x class 150 Diesel Multiple Unit (2 power cars)
12224110	Train movement (s) between Manchester Piccadilly or Manchester Victoria and Bolton and Wigan Wallgate	1 x class 142 Diesel Multiple Unit (2 power cars)
12224820	Train movement (s) between Manchester Piccadilly or Manchester Victoria and Bolton, Wigan Wallgate and Southport	1 x class 156 Diesel Multiple Unit (2 power cars)
12225110	Train movement (s) between Manchester Victoria and Atherton and Wigan Wallgate	1 x class 142 Diesel Multiple Unit (2 power cars)
12225820	Train movement (s) between Manchester Victoria and Atherton, Wigan Wallgate and Southport	1 x class 142 Diesel Multiple Unit (2 power cars)
12226110	Train movement (s) between Manchester Piccadilly and Marple or Rose Hill via Reddish North or Guide Bridge	1 x class 142 Diesel Multiple Unit (2 power cars)
12226820	Train movement (s) between Manchester Oxford Road or Manchester Piccadilly and Stockport or New Mills Central and Chinley and Sheffield.	1 x class 142 Diesel Multiple Unit (2 power cars)
12228110	Train movement (s) between Manchester Piccadilly and Hazel Grove	1 x class 323 Electric Multiple Unit (2 motor units and 1 trailer unit)

Train Service Code	Type of Train Movement	Default Train Consist Data
12228820	Train movement (s) between Salford Crescent or Manchester Piccadilly and Buxton	1 x class 156 Diesel Multiple Unit (2 power cars)
12229110	Train movement (s) between Manchester Piccadilly and Stockport	1 x class 150 Diesel Multiple Unit (2 power cars)
12229820	Train movement (s) between Manchester Piccadilly or Stockport and Altrincham, Northwich, and Chester	1 x class 142 Diesel Multiple Unit (2 power cars)
12230110	Train movement (s) between Manchester Piccadilly and Glossop and Hadfield	1 x class 323 Electric Multiple Unit (2 motor units and 1 trailer unit)
12231820	Train movement (s) between Deansgate or Manchester Oxford Road or Manchester Piccadilly and Macclesfield and Stoke on Trent	1 x class 323 Electric Multiple Unit (2 motor units and 1 trailer unit)
12232820	Train movement (s) between Manchester Piccadilly and Wilmslow or Alderley Edge or Crewe via Stockport	1 x class 323 Electric Multiple Unit (2 motor units and 1 trailer unit)
12233110	Train movement(s) between Manchester Piccadilly and Manchester Airport	1 x class 323 Electric Multiple Unit (2 motor units and 1 trailer unit)

Train Service Code	Type of Train Movement	Default Train Consist Data
2233820	Train movement (s) between Manchester Piccadilly and Wilmslow or Alderley Edge or Crewe via Manchester Airport or Styal line.	1 x class 323 Electric Multiple Unit (2 motor units and 1 trailer unit)
12236820	Train movement (s) between Manchester Piccadilly or Manchester Oxford Road, Irlam, Glazebrook and Warrington Central	1 x class 142 Diesel Multiple Unit (2 power cars)
12240820	Train movement (s) between Kirkby and Wigan Wallgate	1 x class 142 Diesel Multiple Unit (2 power cars)
12242110	Train movement (s) between Manchester Victoria , Rochdale and Todmorden	1 x class 142 Diesel Multiple Unit (2 power cars)
12248822	Train movement (s) between Liverpool Lime Street and Manchester Airport	1 x class 156 Diesel Multiple Unit (2 power cars)
12249820	Train movement (s) between Liverpool Lime Street and Wigan North Western and Preston or Blackpool North or Morecambe	1 x class 156 Diesel Multiple Unit (2 power cars)
12291820	Train movement (s) between Liverpool Lime Street and Warrington Bank Quay or Ellesmere Port	1 x class 142 Diesel Multiple Unit (2 power cars)
12297820	Train movement (s) between Liverpool Lime Street and Wigan North Western via St Helens or Earlestown	1 x class 142 Diesel Multiple Unit (2 power cars)

Train Service Code	Type of Train Movement	Default Train Consist Data
12298820	Train movement (s) between Liverpool Lime Street and Earlestown, Newton le Willows, Manchester Victoria or Manchester Oxford Rd	1 x class 142 Diesel Multiple Unit (2 power cars)
12299820	Train movement (s) between Liverpool Lime Street and Warrington Central	1 x class 142 Diesel Multiple Unit (2 power cars)
12349820	Train movement (s) between Manchester Piccadilly or Manchester Victoria or Bolton or Blackburn and Clitheroe	1 x class 150 Diesel Multiple Unit (2 power cars)
12355820	Train movement (s) between Manchester Airport or Manchester Piccadilly or Manchester Victoria or Manchester Oxford Road and Bolton or Atherton, Preston and Blackpool North	1 x class 156 Diesel Multiple Unit (2 power cars)
12358800	Train movement(s) between Carlisle and Whitehaven (Cumbria County Council Supported)	1 x class 153 Diesel Multiple Unit (1 power car)
12974820	Ancillary movements to/from Newton Heath, Longsight, Stockport, Wigan, Chester and Edge Hill	1 x class 142 Diesel Multiple Unit (2 power cars)
21151900	Train movement (s) between Leeds and Settle and Kirkby Stephen and Carlisle	1 x Class 156 Diesel Multiple Unit (2 power cars)
21737000	Train movement (s) between Leeds and Blackpool North	1 x Class 158 Diesel Multiple Unit (2 power cars)

Train Service Code	Type of Train Movement	Default Train Consist Data
21791000	Train movement (s) between Newcastle and Saltburn via Durham	1 x Class 142 Diesel Multiple Unit (2 power cars)
21793000	Train movement (s) between Newcastle and Carlisle	1 x Class 142 Diesel Multiple Unit (2 power cars)
21794000	Train movement (s) between Newcastle and Morpeth and Chathill	1 x Class 142 Diesel Multiple Unit (2 power cars)
21796000	Train movement (s) between Newcastle and MetroCentre and Hexham	1 x Class 142 Diesel Multiple Unit (2 power cars)
21799000	Empty trains to/from Heaton LMD	2 x Class 142 Diesel Multiple Unit (2 power cars)
21800000	Train movement (s) between Middlesbrough and Nunthorpe and Whitby	1 x Class 142 Diesel Multiple Unit (2 power cars)
21801000	Train movement (s) between Bishop Auckland and Darlington and Saltburn or Hartlepool	1 x Class 142 Diesel Multiple Unit (2 power cars)

Train Service Code	Type of Train Movement	Default Train Consist Data
21805000	Train movement (s) between Retford and Cleethorpes	1 x Class 153 Diesel Multiple Unit (1 power car)
21806000	Train movement (s) between York and Selby or Hull	1 x Class 156 Diesel Multiple Unit (2 power cars)
21826000	Train movement (s) between Cleethorpes and Barton on Humber	1 x Class 153 Diesel Multiple Unit (1 power car)
21831000	Empty trains to/from Neville Hill LMD	1 x Class 156 Diesel Multiple Unit (2 power cars)
21845000	Train movement (s) between Sheffield and Pontefract and York	1 x Class 142 Diesel Multiple Unit (2 power cars)
21853000	Train movement (s) between Sheffield, Barnsley and Leeds (fast trains)	1 x Class 158 Diesel Multiple Unit (2 power cars)
21865000	Train movement (s) between Leeds, Sheffield and Chesterfield and Nottingham	1 x Class 158 Diesel Multiple Unit (2 power cars)

Train Service Code	Type of Train Movement	Default Train Consist Data
21869000	Train movement (s) between Leeds and Lancaster or Morecambe	1 x Class 144 Diesel Multiple Unit (2 power cars)
22227000	Train movement (s) between Stockport and Stalybridge	1 x class 150 Diesel Multiple Unit (2 power cars)
22229000	Train movement(s) between Altrincham and Chester (Sunday Services)	1 x class 142 Diesel Multiple Unit (2 power cars)
22239000	Train movement (s) between Blackpool North, and Preston and Carlisle (Dalesrail)	1 x class 156 Diesel Multiple Unit (2 power cars)
22291000	Train movement (s) between Ellesmere Port and or Helsby and Warrington	1 x class 142 Diesel Multiple Unit (2 power cars)
22350000	Train movement (s) between Colne and Burnley and Blackburn and Preston, Blackpool South or Blackpool North	1 x class 142 Diesel Multiple Unit (2 power cars)
22351000	Train movement (s) between Preston and Ormskirk	1 x class 153 Diesel Multiple Unit (1 power car)
22352000	Train movement (s) between Preston or Lancaster and Morecambe or Heysham	1 x class 153 Diesel Multiple Unit (1 power car)
22354000	Train movement (s) between Preston, Lancaster and Barrow	1 x class 156 Diesel Multiple Unit (1 power car)

Train Service Code	Type of Train Movement	Default Train Consist Data
22355000	Train movement (s) between Preston and Blackpool North	1 x class 142 Diesel Multiple Unit (2 power cars)
22358000	Train movement (s) between Barrow and Millom and Sellafield, Whitehaven and Carlisle	1 x class 153 Diesel Multiple Unit (1 power car)
12357820(2nd)	Train movement (s) between Manchester Airport Manchester Victoria Bolton Wigan Preston and Barrow in Furness	1 x class 158 Diesel Multiple Unit (3 power cars)
12362822(2nd)	Train movement (s) between Manchester Airport and Blackpool North via Bolton and Preston	1 x class 156 Diesel Multiple Unit (2 power cars)
2236100(2nd)	Train movement (s) between Lancaster Oxenholme and Windermere	1 x class 158 Diesel Multiple Unit (3 power cars)

Note to table

GM PTE means Greater Manchester Passenger Transport Executive

T&W PTE means Tyne & Wear Passenger Transport Executive

WY PTE means West Yorkshire Passenger Transport Executive

SY PTE means South Yorkshire Passenger Transport Executive

LMD means Light Maintenance Depot

DTP means train not supported by a Passenger Transport Executive

Unplanned GEMINI : means all train movements of multiple units made pursuant to a Spot Bid which do not fall under other type(s) of train movements included in this table.

Where in the column headed “Type of Train Movement” certain train stations are marked in brackets, they do not form part of the type of train movement described therein for the purposes of calculating the Variable Charges using the Default Train Consist Data listed in the corresponding column, but are merely listed to indicate the origin, or as the case may be, the ultimate destination of the relevant train.

APPENDIX 7D

"METERED TRAINS M" FOR THE PURPOSES OF PARAGRAPH 4.1.1 OF PART 2

Train Type	Train ID	Traction Type
	[This column should include the full train ID. If all trains of the relevant train type used by the Train Operator are metered, this column should say "All".]	

SCHEDULE 8: PERFORMANCE REGIME

1 Interpretation

1.1 Definitions

In this Schedule 8 and its Appendices, unless the context otherwise requires:

"Applicable Timetable"	means, in respect of a day, that part of the Working Timetable in respect of that day which is required to be drawn up in accordance with Condition D2.1.1 of the Network Code as at 2200 hours on the day prior to that day, and which is applicable to the Trains;
"Bi-annual Timetable"	means in respect of any day or any Period the Passenger Timetable commencing on either the Principal Change Date or Subsidiary Change Date (as the case may be) in which falls the last day of the Period containing that day or the last day of that Period respectively;
"Cancelled Stop"	means in relation to a Train scheduled in the Applicable Timetable to stop to set down passengers at a Monitoring Point, the Train failing to trigger that Monitoring Point (except where the failure of the train to trigger the Monitoring Point is due to a malfunction of the Monitoring Point);
"Cancellation Minutes"	means, in relation to a Cancelled Stop, the number of Cancellation Minutes specified in column F of Appendix 1 for the Service Group which includes that Train; *17th*
"Cap"	means, in relation to a Monitoring Point, or a Train, the cap for the relevant Service Group in column G of Appendix 1; *17th*
"Capped Value"	means in relation to any Service Group, the capped value (if any) specified in respect of that Service Group in Appendix 1 (as indexed in accordance with paragraph 9);
"Charter Destination Point"	means any such station so specified in Appendix 2;
"CPI"	has the meaning ascribed to it in Schedule 7; *17th*
"ETCS"	means the European Train Control System;
"Initial Indexation Factor"	has the meaning ascribed to it in Schedule 7;
"Joint Inquiry"	means a formal inquiry which is required by any of the Railway Group Standards to be held or is permitted by any of the Railway Group Standards to be held and is in fact held;

"Minutes Delay"	means, in relation to a Train and a Recording Point, the delay at that Recording Point, calculated in accordance with paragraph 3;
"Minutes Late"	means, in relation to a day and a Monitoring Point, the lateness at that Monitoring Point, calculated in accordance with paragraph 2;
"Monitoring Point"	means, in relation to a direction of a Service, a point listed in column J of Appendix 1 as a point to be used for recording lateness of Trains in accordance with paragraph 2, and each such Monitoring Point shall be treated as a separate Monitoring Point notwithstanding that it may also be a Monitoring Point for the same Service in the opposite direction and/or for other Services *17th*
"Network Rail Performance Point" or **"NRPP"**	means, in relation to a Service Group, the Network Rail performance point specified in column B of Appendix 1; *17th*
"Off-Peak"	where applicable, has the meaning ascribed to it in Schedule 5;
"Passenger's Charter"	means a commitment to passengers generally (whether or not legally binding) made by the Train Operator or any Passenger Transport Executive (in respect of any services operated by the Train Operator which are the subject of arrangements between the Train Operator and that Passenger Transport Executive) in relation to the punctuality and/or reliability of all or any of the Trains. The foregoing shall not be construed as to include any specific alternative or additional arrangements with any particular passenger (whether or not legally binding);
"Passenger Timetable"	means those elements of the Applicable Timetable which are intended to be advertised to the public; *17th*
"Peak"	Where applicable, has the meaning ascribed to it in Schedule 5;
"Performance Data Accuracy Code"	means the version of the Performance Data Accuracy Code referred to in Part B of the Network Code;
"Performance Monitoring System"	means the recording system which Network Rail is required to operate under Part B of the Network Code;
"Performance Sum"	means, in relation to a Service Group, a sum of money which Network Rail or the Train Operator is liable to pay to the other under this Schedule 8, as calculated in accordance with paragraph 9 or 10, as the case may be;

"Period"	means each consecutive period of 28 days during the term of this contract commencing at 0000 hours on 1 April in each year, provided that the length of the first and last such Period in any year may be varied by up to seven days on reasonable prior notice from Network Rail to the Train Operator;
"Recording Point"	means a point at which Network Rail records Trains using the Performance Monitoring System;
"Recovery Time"	means additional time incorporated in the Applicable Timetable to allow for a Train to regain time lost during an earlier part of its journey;
"Relevant Year"	has the meaning ascribed to it in Schedule 7;
"Restriction of Use"	has the meaning ascribed to it in Schedule 4;
"Season Ticket"	means any ticket valid for unlimited travel on a Service for not less than a period of one calendar month;
"Service Code"	means the third, fourth and fifth digits of an eight character train service code applied in the Performance Monitoring System to Trains and used to identify them;
"Service Group"	means a collection of Services contained within the service groups specified in column A of Appendix 1;
"Train"	means each train operating a Service which is: (a) operated by or on behalf of the Train Operator pursuant to the permission to use the Routes granted under this contract; and (b) used to provide services for the carriage of passengers by railway, but excludes any and all trains making an Ancillary Movement; and
"Train Operator Performance Point"	means, in relation to a Service Group, the Train Operator performance point specified in column D of Appendix 1. *17th*

1.2 Interpretation

For the purposes of this Schedule 8:

(a) a Train shall be treated as being in a Service Group for that part of its journey during which it satisfies the characteristics specified in columns A, H and J of Appendix 1 as forming a Service which is included in that Service Group; *17th*

(b) events in respect of a Train shall be treated as occurring on the day on which the Train is scheduled in the Applicable Timetable to depart from the first point at which it is to pick up passengers; and

(c) save as otherwise provided, each final calculation of minutes shall be accurate to three decimal places.

1.3 Suspension Notices

Wherever a Suspension Notice is in force, the effects of that Suspension Notice shall be the subject of Clause 3.6 and not of this Schedule 8. Accordingly, for the purposes of this Schedule 8:

(a) neither Network Rail nor the Train Operator shall be allocated any responsibility for those effects; and

(b) those effects shall not be regarded as causing any Minutes Late or Minutes Delay or Cancelled Stops.

2 Calculation of Minutes Late

The Minutes Late at a Monitoring Point on a day shall be derived from the following formula:

$$\text{Minutes Late} = \Sigma L$$

where:

L in respect of a Train is the lesser of:

(i) the number of minutes (rounded down to the nearest whole minute) by which the time at which the Train stops at the Monitoring Point is later than the time at which that Train is scheduled in the Passenger Timetable to stop at that Monitoring Point; and

(ii) the Cap,

provided that no regard shall be had for any Train which is not recorded as stopping at the Monitoring Point; and

Σ is the sum across all those Trains in the relevant Service Group which are scheduled in the Passenger Timetable to stop at that Monitoring Point on that day which do so stop.

3 Calculation of Minutes Delay

The Minutes Delay in respect of a Train when it triggers a Recording Point shall be equal to:

(a) in respect of the first Recording Point triggered by that Train on any day, the number of minutes (rounded down to the nearest whole minute) by which the time at which that Train triggers the Recording Point is later than the time at which that Train is scheduled in the Applicable Timetable to do so; and

(b) in respect of any other Recording Point, the lesser of:

(i) the number of Minutes Delay in respect of that Recording Point calculated in accordance with paragraph 3(a) (as if that Recording Point were the first Recording Point triggered by that Train); and

(ii) the greater of ((A_1-A_2)+B) and zero

where:

A_1 is the number of minutes between the time at which the Train triggers the Recording Point (rounded down to the nearest whole minute) and the time the Train last triggered a Recording Point (rounded down to the nearest whole minute);

A_2 is the relevant time lapse scheduled in the Applicable Timetable between those same two Recording Points; and

B is any Recovery Time between those Recording Points incorporated in the Applicable Timetable;

provided that:

(1) any Minutes Delay which arise from a single incident or a series of related incidents and which are less than three minutes in aggregate shall be deemed to be zero; and

(2) if for any Train the aggregate Minutes Delay in respect of all Recording Points caused by a single incident are in excess of the Cap specified in column G of Appendix 1 for that Service Group, then such excess shall be disregarded. *17th*

4 Recording of performance information

4.1 Recording of lateness, Minutes Delay and Cancelled Stops

Without prejudice to its obligations under Part B of the Network Code, Network Rail shall use the Performance Monitoring System to record for each day in respect of each Train scheduled in the Applicable Timetable:

(a) the time at which the Train stops to set down passengers at each Monitoring Point;

(b) each Cancelled Stop and the incident(s) causing such Cancelled Stop where the incident can be identified;

(c) the time at which the Train triggers each Recording Point;

(d) the Minutes Delay for that Train at each Recording Point;

(e) where the Minutes Delay which that Train has accrued since the last Recording Point are greater than or equal to three minutes:

(i) the incident(s) causing each minute of any delay included in Minutes Delay; and

(ii) those Minutes Delay for which Network Rail is unable to identify a cause; and

(f) for each Charter Destination Point in respect of Trains for which the Charter Destination Point is a destination for the purposes of a Passenger's Charter, the time of the Train's arrival.

The provisions of this Schedule 8, which concern the recording of train performance information or which refer to information regarding train performance, and the rights and remedies of the parties in respect of the

recording of that information, shall be subject to and interpreted in accordance with the provisions of the Performance Data Accuracy Code.

4.2 Recording of allocated responsibility for Minutes Delay and Cancelled Stops

Network Rail shall for each day and for each Train scheduled in the Applicable Timetable record separately in the Performance Monitoring System those Minutes Delay and Cancelled Stops caused by incidents:

(a) for which Network Rail is allocated responsibility in accordance with paragraph 5.2;

(b) for which the Train Operator is allocated responsibility in accordance with paragraph 5.3;

(c) for which Network Rail and the Train Operator are allocated joint responsibility, in accordance with paragraph 5.4;

(d) for which no cause can be identified; and

(e) which are planned incidents in accordance with paragraph 5.7.

4.3 Failed Recording Points

Without prejudice to its obligations under Part B of the Network Code, Network Rail shall use all reasonable endeavours:

(a) to restore as soon as reasonably practicable any failed Recording Point; and

(b) pending such restoration, to compile such information from manual records and other sources, including the Train Operator, and otherwise to substitute such information as is appropriate to reflect as accurately as is reasonably practicable the actual performance of the relevant Trains for the purposes of this Schedule 8.

4.4 Provision of information by Train Operator

The Train Operator shall record and shall continue to record such information as Network Rail may reasonably require and which it is reasonable to expect the Train Operator to have or procure in connection with any Minutes Delay that may arise and shall provide such information to Network Rail promptly after such information first becomes available to the Train Operator.

Network Rail shall promptly notify the Train Operator upon Network Rail becoming aware of any failure or any likely failure to record accurately the information which it is required to record under paragraph 4.1. Any such notification shall be in sufficient detail to enable the Train Operator to institute the recording of such information in connection with the Trains for which the recording of information is subject to such failure or likely failure as the Train Operator may reasonably achieve. The Train Operator shall institute such recording as soon as it is reasonably able following receipt of the notification from Network Rail and will provide Network Rail with the resulting information no later than 1700 hours two Working Days following the day on which it was recorded.

5 Allocation of responsibility for Minutes Delay and Cancelled Stops

5.1 Assessment of incidents causing Minutes Delay and Cancelled Stops

(a) In assessing the cause of any Minutes Delay or Cancelled Stop, there shall be taken into account all incidents contributing thereto including:

(i) the extent to which each party has taken reasonable steps to avoid and/or mitigate the effects of the incidents; and

(ii) where a Restriction of Use overruns due to the start of such Restriction of Use being delayed by a late running Train, the incident(s) giving rise to that late running;

(b) The parties shall take reasonable steps to avoid and mitigate the effects of any incidents upon the Trains and any failure to take such steps shall be regarded as a separate incident;

(c) Network Rail shall identify:

(i) in respect of each incident recorded under paragraph 4.1(e)(i) as causing Minutes Delay, the extent to which that incident caused each of the Minutes Delay; and

(ii) in respect of each incident recorded under paragraph 4.1(b), the extent to which that incident caused the Cancelled Stop;

(d) So far as Network Rail is reasonably able to do so, it shall identify whether responsibility for incidents causing Minutes Delay or Cancelled Stops is to be allocated to Network Rail or to the Train Operator or to them jointly in accordance with the following provisions of this paragraph 5.

5.2 Network Rail responsibility incidents

Responsibility for Minutes Delay and Cancelled Stops on a day caused by incidents for which Network Rail is allocated responsibility pursuant to this paragraph 5.2 shall be allocated to Network Rail. Unless and to the extent otherwise agreed, Network Rail shall be allocated responsibility for an incident other than a planned incident (as defined in paragraph 5.7), if that incident is caused wholly or mainly:

(a) by breach by Network Rail of any of its obligations under this contract; or

(b) (whether or not Network Rail is at fault) by circumstances within the control of Network Rail in its capacity as operator of the Network; or

(c) (whether or not Network Rail is at fault) by any act, omission or circumstance originating from or affecting the Network (including its operation), including, subject to paragraph 5.3(b)(i), any incident in connection with rolling stock on the Network for which any train operator other than the Train Operator would be allocated responsibility if it were the Train Operator under this contract.

5.3 Train Operator responsibility incidents

Responsibility for Minutes Delay and Cancelled Stops on a day caused by incidents for which the Train Operator is allocated responsibility pursuant to this paragraph 5.3 shall be allocated to the Train Operator. Unless and to the extent

otherwise agreed, the Train Operator shall be allocated responsibility for an incident other than a planned incident (as defined in paragraph 5.7) if that incident:

(a) is caused wholly or mainly:

(i) by breach by the Train Operator of any of its obligations under this contract; or

(ii) (whether or not the Train Operator is at fault) by circumstances within the control of the Train Operator in its capacity as an operator of trains; or

(iii) (whether or not the Train Operator is at fault) by any act, omission or circumstance originating from or affecting rolling stock operated by or on behalf of the Train Operator (including its operation), including any such act, omission or circumstance originating in connection with or at any station (other than in connection with signalling under the control of Network Rail at that station or physical works undertaken by Network Rail at that station), any light maintenance depot or any network other than the Network; or

(b) causes delay to:

(i) rolling stock operated by or on behalf of another train operator which is delayed in entering or leaving the Network due to any act, omission or circumstance originating in connection with a light maintenance depot or network other than the Network and, as a result of that delay, rolling stock operated by or on behalf of the Train Operator which is scheduled to leave or enter the Network at the connection with that light maintenance depot or other network is then delayed behind the first mentioned rolling stock; or

(ii) the commencement of a Train's journey, which is caused by the late running for any reason whatever of any rolling stock included in that Train when that rolling stock is operated by or on behalf of another train operator.

5.4 Joint responsibility incidents

(a) Network Rail and the Train Operator shall be allocated joint responsibility for:

(i) any incident which is not a planned incident (as defined in paragraph 5.7), caused by an act, omission or circumstance originating in connection with or at a station which:

(1) is an act, omission or circumstance which affects the Network, or its operation, and prevents a Train entering or passing through a station at the time it is scheduled to do so; and

(2) prevents the access of passengers through the station to or from the Train;

and paragraphs 5.2 and 5.3 shall not apply to any such incident; or

(ii) any identified incident in respect of which Network Rail and the Train Operator are equally responsible and for which neither Network Rail

nor the Train Operator is allocated responsibility under paragraph 5.2 or 5.3.

(b) Unless and to the extent otherwise agreed, Minutes Delay or Cancelled Stops caused by incidents for which Network Rail and the Train Operator are allocated joint responsibility pursuant to paragraph 5.4(a) shall be allocated 50% to Network Rail and 50% to the Train Operator.

5.5 Unidentified incidents: Minutes Delay

Responsibility for Minutes Delay on any day in respect of a Service Group caused by incidents which are unidentified, as recorded under paragraph 4.2(d), shall be allocated as follows:

(a) if there are any Minutes Delay in respect of the Service Group recorded as being caused by incidents for which Network Rail or the Train Operator are allocated responsibility:

(i) 50% of the unidentified Minutes Delay under paragraph 4.2(d) shall be allocated to Network Rail, the Train Operator and joint responsibility incidents *pro rata* to the aggregate Minutes Delay for that Service Group respectively recorded as being their responsibility under this paragraph 5 for that day; and

(ii) the balance of the Minutes Delay under paragraph 4.2(d) shall be allocated to Network Rail; and

(b) if no Minutes Delay on that day in respect of the Service Group are recorded as being caused by incidents for which Network Rail or the Train Operator are allocated responsibility, then Network Rail and the Train Operator shall each be allocated 50% of the unidentified Minutes Delay recorded under paragraph 4.2(d).

5.6 Unidentified incidents: Cancelled Stops

Responsibility for Cancelled Stops on a day in respect of a Service Group caused by incidents which are unidentified shall be allocated 50% to Network Rail and 50% to the Train Operator.

5.7 Planned incidents

An incident shall be treated as a planned incident if and to the extent that:

(a) such incident was a Restriction of Use notified in accordance with Schedule 4 by Network Rail to the Train Operator; or

(b) there is Recovery Time in respect of that incident.

5.8 Allocation of responsibility for Minutes Delay at Service Group level: aggregate Minutes Delay

In respect of a Service Group, the aggregate Minutes Delay on a day shall be the aggregate of all Minutes Delay recorded under paragraphs 4.2(a) to 4.2(d) in respect of all Trains in that Service Group scheduled in the Applicable Timetable.

5.9 Allocation of responsibility for Minutes Delay at Service Group level: Network Rail Minutes Delay

In respect of a Service Group, the Minutes Delay on a day allocated to Network Rail shall be the aggregate of any Minutes Delay allocated to Network Rail under paragraph 5.2, paragraph 5.4 and paragraph 5.5.

5.10 Allocation of responsibility for Minutes Delay at Service Group level: Train Operator Minutes Delay

In respect of a Service Group, the Minutes Delay on a day allocated to the Train Operator shall be the aggregate of any Minutes Delay allocated to the Train Operator under paragraph 5.3, paragraph 5.4 and paragraph 5.5.

5.11 Network Rail Cancelled Stops at Monitoring Point level

In respect of a Monitoring Point, the Cancelled Stops on a day allocated to Network Rail shall be the aggregate of any Cancelled Stops allocated to Network Rail under paragraph 5.2, paragraph 5.4 and paragraph 5.6.

5.12 Train Operator Cancelled Stops at Monitoring Point level

In respect of a Monitoring Point, the Cancelled Stops on a day allocated to the Train Operator shall be the aggregate of any Cancelled Stops allocated to the Train Operator under paragraph 5.3, paragraph 5.4 or paragraph 5.6.

6 Statement of allocated responsibility

6.1 Initial statement

For each day, Network Rail shall provide to the Train Operator as soon as reasonably practicable and in any event no later than the following Working Day:

(a) the allocation of responsibility for incidents made by Network Rail under paragraph 5; and

(b) a summary for each Service Group showing:

(i) the aggregate Minutes Delay and Cancelled Stops recorded under each category set out in paragraph 4.2; and

(ii) a list of the Minutes Delay and Cancelled Stops (in each case broken down by incident) recorded as the responsibility of Network Rail and as the responsibility of the Train Operator.

6.2 Further statements

If Network Rail's nominated representative has reasonable grounds to believe that any further incident was the responsibility of the Train Operator or of Network Rail but was not shown as such in the information made available in accordance with paragraph 6.1, then Network Rail may, within seven days after the last Minutes Delay or Cancelled Stop caused by that incident, issue a notice in accordance with paragraph 15 revising the information and/or allocations of responsibility made available under paragraph 6.1.

6.3 Adjustment statements

If Condition B3.3 (adjustment to prior results) applies in respect of all or part of a Period, then Network Rail shall promptly issue to the Train Operator a statement showing the necessary adjustments (if any) to statements already issued and Performance Sums already paid in respect of the Period, and any such adjusting statement shall be treated as if it were a statement under paragraph 11.1 and, subject to paragraph 12.2, an adjusting payment shall be payable within 28 days of Network Rail's statement.

6.4 Disputes about statements of allocated responsibility

(a) Except to the extent that it has, within two Working Days of receipt, notified Network Rail in accordance with paragraph 15 that it disputes the contents of a statement under paragraphs 6.1 or 6.2, the Train Operator shall be deemed to have agreed the contents of that statement. Any notification of a dispute shall specify the reasons for that dispute.

(b) The parties shall attempt to resolve disputes notified in accordance with paragraph 6.4(a) as follows:

(i) within the next two clear Working Days after notification of any dispute, nominated representatives of the parties shall attempt to resolve that dispute; and

(ii) if agreement has not been reached after two clear Working Days, representatives authorised by a more senior level of management of the parties shall use all reasonable endeavours to negotiate a resolution of the dispute.

(c) Negotiations under paragraph 6.4(b)(ii) shall continue, if necessary, until a date no earlier than five clear Working Days after the end of the Period in which the event giving rise to the dispute referred to in paragraph 6.4(a) occurred.

7 Allocation of Minutes Late to Network Rail

In respect of each Monitoring Point, the Minutes Late on a day at that Monitoring Point allocated to Network Rail (MLNR) shall be calculated according to the following formulae:

if MD is greater than zero

$$MLNR = \left(\frac{MDNR}{MD} \bullet ML\right) + DMLNR$$

or if MD is equal to zero

$$MLNR = (0.5 \bullet ML) + DMLNR$$

where:

ML is the aggregate Minutes Late at that Monitoring Point on that day for all Trains in that Service Group, calculated in accordance with paragraph 2;

MD is the aggregate Minutes Delay on that day in respect of the Service Group under which that Monitoring Point is listed in column J of Appendix 1, calculated in accordance with paragraph 5.8; *17th*

MDNR is that part of such MD allocated to Network Rail in accordance with paragraph 5.9; and

DMLNR is the deemed minutes late at that Monitoring Point on that day allocated to Network Rail, derived from the following formula:

$$DMLNR = RC \bullet CM$$

where:

RC is the number of Cancelled Stops recorded at that Monitoring Point on that day for which Network Rail is allocated responsibility in accordance with paragraph 5.11; and

CM is the Cancellation Minutes for that Service Group set out in column F of Appendix 1. *17th*

8 Allocation of Minutes Late to the Train Operator

In respect of each Monitoring Point, the Minutes Late at that Monitoring Point on a day allocated to the Train Operator (MLT) shall be calculated according to the following formulae:

if MD is greater than zero

$$MLT = \left(\frac{MDT}{MD} \bullet ML\right) + DMLT$$

or if MD is equal to zero

$$MLT = (0.5 \bullet ML) + DMLT$$

where:

ML is the aggregate Minutes Late at that Monitoring Point on that day for all Trains in that Service Group, calculated in accordance with paragraph 2;

MD is the aggregate Minutes Delay on that day in respect of the Service Group under which that Monitoring Point is listed in column J of Appendix 1, calculated in accordance with paragraph 5.8; *17th*

MDT is that part of such MD allocated to the Train Operator in accordance with paragraph 5.10; and

DMLT is the deemed minutes late at that Monitoring Point on that day allocated to the Train Operator, derived from the following formula:

$$DMLT = TC \bullet CM$$

where:

TC is the number of Cancelled Stops recorded at that Monitoring Point on that day for which the Train Operator is allocated responsibility in accordance with paragraph 5.12; and

CM is the Cancellation Minutes for that Service Group set out in column F of Appendix 1. *17th*

9 Network Rail Performance Sums

9.1 In respect of a Service Group, the Network Rail Performance Sum (NRPS) for each Period shall be calculated according to the following formula:

$$NRPS = (NRPP - NRWAML) \bullet BF \bullet NRPR$$

where:

NRPP is the Network Rail Performance Point for that Service Group specified in column B of Appendix 1 for the year in which that Period falls;

NRWAML is the aggregate for all Monitoring Points in the Service Group of the weighted average minutes late allocated to Network Rail in accordance with the following formula:

$$NRWAML = \sum \left(\frac{MLNR \bullet MPW}{SP}\right)$$

where:

$\sum$ is the sum across all Monitoring Points in the Service Group;

MLNR is the Minutes Late allocated to Network Rail in respect of each Monitoring Point in that Period, in accordance with paragraph 7;

MPW is the weighting attributable to that Monitoring Point, as specified in column K of Appendix 1; and *17th*

SP is the aggregate number of stops to set down passengers at that Monitoring Point scheduled for the Period in the Applicable Timetable for which a stop or Cancelled Stop is recorded in accordance with paragraphs 4.1(a) and (b) except that if SP=0 for any Monitoring Point, then for that Monitoring Point it shall be deemed $\frac{(MLNR \bullet MPW)}{SP}$ that shall equal zero;

BF is the relevant busyness factor estimated for the Period according to the following formula:

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

where:

$\sum$ is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to that Monitoring Point, as specified in column K of Appendix 1; *17th*

SD is the aggregate number of stops to set down passengers at that Monitoring Point scheduled in the Applicable Timetable for that Period for that Service Group; and

AS is the average number of stops per day at the Monitoring Point scheduled in the Bi-annual Timetable in respect of that Period except that if AS=0 for any Monitoring Point it shall be deemed that $\frac{(MPW \bullet SD)}{AS}$

shall equal zero; and

NRPR is the relevant Network Rail payment rate for that Service Group specified in column C of Appendix 1 as indexed in accordance with paragraph 13, *17th*

provided that:

(i) if a Capped Value is specified in respect of that Service Group in Appendix 1 and the value of NRPS in respect of any Period is determined in accordance with the formula set out in this paragraph to be greater than the Capped Value in respect of such Period, then the value of NRPS shall be deemed to be equal to the Capped Value in respect of such Period;

(ii) the Capped Value shall be multiplied by the CV indexation figure for the Relevant Year;

(iii) the CV indexation figure in Relevant Year t shall be derived from the following formula:

$$CV_t = \left(1 + \frac{(CPI_{t-1} - CPI_{2018})}{CPI_{2018}}\right) \times \ Initial\ Indexation\ Factor$$

where:

CV_t means the CV indexation in Relevant Year t;

CPI_{t-1} means the CPI published or determined with respect to the month of November in Relevant Year t-1; and

CPI_{2018} means the CPI published or determined with respect to the month of November 2018,

except that in relation to the Relevant Year commencing on 1 April 2019, CV_t shall equal 1 x Initial Indexation Factor. *17th*

9.2 Where NRPS is less than zero, Network Rail shall pay the amount of the NRPS to the Train Operator. Where NRPS is greater than zero, the Train Operator shall pay that amount to Network Rail.

10 Train Operator Performance Sums

10.1 In respect of a Service Group, the Train Operator Performance Sum (TPS) for each Period shall be calculated according to the following formula:

$$TPS = (TPP - TWAML) \bullet BF \bullet TPR$$

where:

TPP is the Train Operator Performance Point for the Service Group specified in column D of Appendix 1; *17th*

TWAML is the aggregate for all Monitoring Points in the Service Group of the weighted average minutes late allocated to the Train Operator in accordance with the following formula:

$$TWAML = \sum \frac{(MLT \bullet MPW)}{SP}$$

where:

$\sum$ is the sum across all Monitoring Points in the Service Group;

MLT is the Minutes Late allocated to the Train Operator in respect of each Monitoring Point in that Period, in accordance with paragraph 8;

MPW is the weighting attributable to that Monitoring Point, as specified in column K of Appendix 1; and *17th*

SP is the aggregate number of stops to set down passengers at that Monitoring Point scheduled for the Period in the Applicable Timetable for which a stop or Cancelled Stop is recorded in accordance with paragraphs 4.1(a) and (b) except that if SP=0 for any Monitoring Point, then for that Monitoring Point it shall be deemed that $\frac{(MLT \bullet MPW)}{SP}$ shall equal zero;

BF is the relevant busyness factor estimated for the Period according to the following formula:

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

where:

$\sum$ is the sum across all Monitoring Points in the Service Group;

MPW is the weighting attributable to that Monitoring Point, as specified in column K of Appendix 1; *17th*

SD is the aggregate number of stops to set down passengers at the Monitoring Point scheduled in the Applicable Timetable for that Period for that Service Group; and

AS is the average number of stops per day at the Monitoring Point scheduled in the Bi-annual Timetable in respect of that Period except that if AS=0 for any Monitoring Point it shall be deemed that

$$\frac{(MPW \bullet SD)}{AS}$$

shall equal zero; and

TPR is the relevant Train Operator payment rate for that Service Group specified in column E of Appendix 1 as indexed in accordance with the provisions in paragraph 13. *17th*

10.2 Where TPS is less than zero, the Train Operator shall pay the amount of the TPS to Network Rail. Where TPS is greater than zero, Network Rail shall pay that amount to the Train Operator.

11 Notification of Performance Sums

11.1 Notification

Within 14 days after the end of each Period, Network Rail shall provide the Train Operator with a statement for each Service Group for that Period showing:

(a) any Performance Sums for which Network Rail or the Train Operator is liable, together with such supporting information (other than information in respect of incidents recorded as the responsibility of Network Rail) as the Train Operator may reasonably require; and

(b) any matter referred to in paragraph 6.1 which the Train Operator has disputed in accordance with paragraph 6.4(a) and which is still in dispute.

11.2 Disputes

Within 14 days after receipt by the Train Operator of a statement required under paragraph 11.1, the Train Operator shall notify Network Rail of any aspects of such statement which it disputes, giving reasons for each such dispute. The Train Operator shall not dispute any matter which it has agreed or deemed to have agreed under paragraph 6. Such disputes and any matter referred to in paragraph 11.1(b) shall be resolved in accordance with the procedure in paragraph 16. Save to the extent that disputes are so notified, the Train Operator shall be deemed to have agreed the contents of each statement.

12 Payment procedures

12.1 Payments and set-off

(a) In respect of any and all Performance Sums for which Network Rail and the Train Operator are liable in any Period, the aggregate liabilities of Network Rail and the Train Operator shall be set off against each other. The balance shall be payable by Network Rail or the Train Operator, as the case may be, within 35 days after the end of the Period to which the payment relates.

(b) Subject to paragraph 12.2, and save as otherwise provided, all other sums payable under this Schedule 8 shall be paid within 35 days after the end of the Period to which such payment relates.

12.2 Payments in the event of dispute

Where any sum which is payable under this paragraph 12 is in dispute:

(a) the undisputed amount shall be paid or set off (as the case may be) in accordance with paragraph 12.1;

(b) the disputed balance (or such part of it as has been agreed or determined to be payable) shall be paid or set off (as the case may be) within 35 days after the end of the Period in which the dispute is resolved or determined; and

(c) from the date at which such balance would but for the dispute have been due to be paid or set off, the disputed balance shall carry interest (incurred daily and compounded monthly) at the Default Interest Rate, unless the dispute relates to an incident the responsibility for which is the subject of a Joint Inquiry, in which case interest shall be payable at the prevailing base rate of Barclays Bank plc.

13 Payment rates

13.1 Each payment rate in columns C and E of Appendix 1, expressed in pounds sterling and rounded to two decimal places, shall be adjusted in respect of Periods in Relevant Year t in accordance with the following formula:

$$R_t = R_{t-1} \times \left(1 + \frac{(CPI_{t-1} - CPI_{t-2})}{CPI_{t-2}}\right)$$

where:

R_t is the relevant rate in the Relevant Year t;

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

CPI_{t-1} has the same meaning as set out in paragraph 9.1 above of this Schedule 8; and

CPI_{t-2} means the CPI published or determined with respect to the month of November in Relevant Year t-2,

but so that in relation to the Relevant Year commencing on 1 April 2019, R_t shall have the relevant value specified in the relevant column (either C or E) of Appendix 1, multiplied by the Initial Indexation Factor and in the next following Relevant Year, R_{t-1} shall have the same value. *17th*

14 Not used

15 Notices

15.1 All notices under this Schedule 8 shall be given in writing and shall be sent by prepaid first class post, email or fax or delivered by hand to the party in question at the address for service last notified by that party.

15.2 Any such notice shall be deemed to have been duly received:

(a) if sent by prepaid first class post, three days after posting unless otherwise proven;

(b) if sent by hand, when delivered;

(c) if sent by facsimile, (subject to confirmation of uninterrupted transmission by a transmission report) before 17:00 hours on a business day, on the day of transmission and, in any other case, at 09:00 hours on the next following business day ("business day" for these purposes being a day which is not a Saturday, Sunday or a Public Holiday in the place where the transmission is to be received); and *17th*

(d) if sent by email, (unless a notice of non-delivery is received) upon receipt.

16 Disputes

16.1 If any dispute is notified under paragraph 11.2 it shall be resolved according to the following procedure:

(a) within seven days of service of the relevant notice (or, if the dispute relates to an incident the responsibility for which is or is to be the subject of a Joint Inquiry, within seven days of publication of the conclusion of that Joint Inquiry), the parties shall meet to discuss the disputed aspects with a view to resolving all disputes in good faith;

(b) if, for any reason, within seven days of the meeting referred to in paragraph 16.1(a), the parties are still unable to agree any disputed aspects, each party shall promptly and in any event within seven days prepare a written summary of the disputed aspects and the reasons for each such dispute and submit such summaries to the senior officer of each party;

(c) within 28 days of the first meeting of the parties, the senior officers of the parties shall meet with a view to resolving all disputes; and

(d) if no resolution results before the expiry of 14 days following that meeting, then either party may refer the matter for resolution in accordance with the ADRR.

17 Amendments to Appendix 1

17.1 Circumstances in which parties agree to amend Appendix 1

Either party may by notice to the other propose that Appendix 1 be amended in accordance with this paragraph 17.

17.2 Procedure for amendments to Appendix 1

(a) The party who wishes to amend Appendix 1 shall notify the other party of any such proposed change and the date from which it proposes that such change will have effect:

(i) where such change relates to a forthcoming timetable change, on or before the first day of the month six months before the relevant Principal Change Date or Subsidiary Change Date on which that timetable change is due to occur; and

(ii) in any other case, prior to the date from which it proposes such change shall have effect.

(b) Any notice under paragraph 17.2(a) shall:

(i) specify as far as possible that party's proposed amendments to Appendix 1; and

(ii) be accompanied by information and evidence in reasonable detail supporting the change proposed and setting out the reasons for it.

(c) The party receiving a notice issued under paragraph 17.2(a) shall respond to that notice in writing, in reasonable detail and with reasons for its response, within 56 days of service of such notice.

(d) Promptly (and in any event within 34 days) following the service of any response under paragraph 17.2(c), the parties shall endeavour to agree whether Appendix 1 should be amended in accordance with this paragraph 17 and, if so, the amendments.

(e) If the parties fail to reach agreement within 90 days of service of a notice under paragraph 17.2(a), or if prior to that date both parties agree that agreement is unlikely to be reached within that period:

(i) either party may notify ORR; and

(ii) if ORR elects to determine the matter, the parties shall furnish ORR with such information and evidence as ORR shall require in order to determine the matter, such determination to be binding on the parties.

(f) If ORR does not elect to determine the matter within 56 days of receipt by ORR of notification in accordance with paragraph 17.2(e)(i), either party may refer the matter for resolution in accordance with the ADRR and the parties shall agree in a Procedure Agreement (such term to have the same meaning as in the ADRR) that:

(i) the relevant ADRR Forum shall have regard to any relevant criteria and/or policy statement issued by ORR including in relation to the introduction of any capped value in respect of any Service Group in Appendix 1; and

(ii) that the relevant ADRR Forum will set out its reasoning in any determination.

(g) An amendment to Appendix 1 shall take effect only when it has been approved by ORR under section 22 of the Act. Accordingly, as soon as reasonably practicable after any such amendment is agreed or determined in accordance with this paragraph 17 (other than a determination by ORR pursuant to paragraph 17.2(e)(ii)), the parties shall ensure that ORR is furnished with such amendment and such information and evidence as ORR requires to decide whether or not to approve the amendment.

(h) Any agreed amendment to Appendix 1 in connection with the proposal referred to in paragraph 17.1 which is agreed by the parties or determined by the relevant ADRR Forum, and which is approved by ORR under section 22 of the Act shall apply with effect from either:

(i) the relevant Principal Change Date or Subsidiary Change Date (where paragraph 17.2(a)(i) applies); or

(ii) the date proposed by the party requesting the change (where paragraph 17.2(a)(ii) applies), unless otherwise agreed by the parties or determined by the relevant ADRR Forum in accordance with paragraph 17.2(f).

(i) Where ORR determines the matter subject to paragraph 17.2(e)(ii), it may issue a notice to the parties setting out the amendments to be made to Appendix 1 and the date, which may be retrospective, from which they shall take effect.

17.3 Adjustments to the Performance Monitoring System

Network Rail shall make appropriate amendments to the Performance Monitoring System to reflect the amendments to Appendix 1 by the date when in accordance with paragraph 17.2 such amendments are to take effect, or as soon as reasonably practicable thereafter. Where any such amendment to Appendix 1 or any consequential amendment to the Performance Monitoring System is not made until after that date, Network Rail shall, promptly following such amendments being made, issue to the Train Operator a statement showing the necessary adjustments to the statements already issued and the payments already made in respect of Performance Sums up to and including the Period commencing on the date when in accordance with paragraph 17.2 such amendments to Appendix 1 are to take effect. Any such adjusting statement shall be treated as if it were a statement under paragraph 11.1 and, subject to paragraph 12.2, an adjusting payment shall be payable within 35 days of that adjusting statement.

17.4 Costs of implementing amendment

Network Rail shall (subject to any determination of the relevant ADRR Forum as to costs, where a matter is referred to that forum under paragraph 17.2(f)) be entitled to ninety percent (90%) of costs incurred by or on behalf of Network Rail in assessing and implementing any amendments to Appendix 1 and the Performance Monitoring System, provided that those costs shall be the minimum reasonably necessary for Network Rail to assess and implement that amendment.

17.5 Relationship with Appendix 3 and remainder of Schedule 8

Amendments to Appendix 1 may require consequential amendments to Appendix 3, and therefore references in this paragraph to amendments to Appendix 1 shall include any amendments to Appendix 3 or any other relevant parts of Schedule 8 which are agreed or determined to be reasonably required in connection with those amendments to Appendix 1. *17th*

17A ETCS Amendments

17A.1 Circumstances in which ETCS Amendments can be made

(a) Either party may by notice to the other propose that amendments are made to this Schedule 8 (and to any other provisions of this contract as a result of those amendments) as a consequence of the introduction of ETCS on any of the Routes that the Train Operator has permission to use ("**ETCS Amendments**").

(b) ORR may make ETCS Amendments, subject to complying with paragraph 17A.3.

17A.2 ETCS Amendments agreed by the parties

(a) A party that wishes to make ETCS Amendments shall serve a notice on the other party that:

(i) specifies as far as possible the proposed ETCS Amendments and the date from which they are to have effect; and

(ii) is accompanied by information and evidence in reasonable detail supporting the proposed ETCS Amendments and setting out the reasons for making them.

(b) The party receiving a notice under paragraph 17A.2(a) shall respond in writing, in reasonable detail and with reasons for its response, within 30 Working Days of service of such notice.

(c) Promptly, and in any event within 20 Working Days following service of a response pursuant to paragraph 17A.2(b), the parties shall use reasonable endeavours to agree the wording of the proposed ETCS Amendments and the date on which they are to have effect.

(d) If:

(i) the parties agree to make ETCS Amendments pursuant to paragraph 17A.2(c); or

(ii) the parties fail to reach agreement within 50 Working Days of service of a notice under paragraph 17A.2(a), or prior to that date the parties agree that it is unlikely that agreement will be reached within that period,

they shall notify ORR.

17A.3 ORR right to approve, determine or make ETCS Amendments

(a) If ORR:

(i) receives a notification under paragraph 17A.2(d); or

(ii) proposes to make ETCS Amendments itself,

then in deciding whether to approve, determine or make (as the case may be) the ETCS Amendments it shall:

(A) give the parties and such other persons, if any, as it considers appropriate, the opportunity to make representations in relation to the proposed ETCS Amendments; and

(B) take into account any representations received before making its decision, such decision to specify the date on which the ETCS Amendments shall have effect.

(b) ORR may require either party to provide such information as it may reasonably require to make a decision pursuant to paragraph 17A.3(a), and such information shall be provided in accordance with any timescales and to the standard required by ORR.

18. Compensation for sustained poor performance

18.1 Definitions

In this paragraph 18, unless the context otherwise requires:

"**Average Periodic Liability**" means one thirteenth of the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;

"**Calculation Term**" means the 13 Periods immediately preceding each Periodic Liability Date;

"**Periodic Liability Date**" means the first day of the first, fourth, seventh and eleventh Periods in each Relevant Year ignoring for these purposes any Period that commences before the Transition Date as referred to in Clause 19; and

"**SPP Threshold**" means the value specified in respect of the end of the relevant Calculation Term in Appendix 3 (as indexed in accordance with paragraph 19).

18.2 Indemnity

Network Rail shall indemnify the Train Operator against all Relevant Losses in accordance with this paragraph 18 if, and to the extent that, the Average Periodic Liability shows Network Rail has exceeded (that is, equalled or been worse than) the relevant SPP Threshold. For the avoidance of doubt, Relevant Losses for the purpose of providing compensation for sustained poor performance under this paragraph are to be measured in comparison to the position the Train Operator would have been in had Network Rail met the NRPP. *17th*

18.3 Determination of Relevant Losses

Subject to paragraph 18.4, the liability of Network Rail under paragraph 18.2 for sustained poor performance (SPPL) shall be determined in accordance with the following formula:

SPPL = RL – PS

where:

RL means the Train Operator's Relevant Losses arising as a direct result of Minutes Delay and Cancelled Stops during the Calculation Term in each case insofar as these do not arise as a result of an incident for which the Train Operator is allocated responsibility pursuant to paragraph 5.3; and

PS means the sum of all values of NRPS (as that term is defined in paragraph 9) to be calculated by deducting the sum of all values of NRPS for which the Train Operator is liable from the sum of all values of NRPS for which Network Rail is liable in each case in respect of the relevant Calculation Term;

18.4 Restrictions on claims by Train Operator

The Train Operator shall not be entitled to make a claim for Relevant Losses pursuant to this paragraph 18:

(a) if and to the extent that it has previously recovered those Relevant Losses whether under this paragraph 18 or otherwise; or

(b) in relation to any Calculation Term or part of it that precedes the Transition Date as referred to in Clause 19.

19 SPP Indexation *17th*

19.1 SPP Indexation

Each value specified in Appendix 3, expressed in pounds sterling and rounded to two decimal places, shall be multiplied by the SPP indexation figure for the Relevant Year.

19.2 Application of SPP Indexation

The SPP indexation figure in Relevant Year t shall be derived from the following formula:

$$SPPI_t = \left(1 + \frac{(CPI_{t-1} - CPI_{2018})}{CPI_{2018}}\right) \times \ Initial\ Indexation\ Factor$$

where:

$SPPI_t$	means the SPP indexation in Relevant Year t;
CPI_{t-1}	has the meaning as set out in paragraph 9.1 above of this Schedule 8; and
CPI_{2018}	has the meaning as set out in paragraph 9.1 above of this Schedule 8;

except that in relation to the Relevant Year commencing on 1 April 2019, CV_t shall equal 1 x Initial Indexation Factor.

Appendix 1 to Schedule 8[26th]

A	B	C	D	E	F	G	H		I	J	K
Service Group	Network Rail		TOC		Cancellation Minutes	Cap	Service code		Direction	Monitoring Point	Weighting
	Performance Point	Payment Rate	Performance Point	Payment Rate							
ED01 Tyne, Tees & Wear All Trains	[redacted]	[redacted]	[redacted]	[redacted]	63	144	791	Newcastle-Darlington-Saltburn	Forward	MIDDLESBROUGH	[redacted]
							791	Newcastle-Darlington-Saltburn	Forward	SALTBURN	[redacted]
							791	Newcastle-Darlington-Saltburn	Reverse	NEWCASTLE	[redacted]
							791	Newcastle-Darlington-Saltburn	Reverse	DURHAM	[redacted]
							792	Newcastle-Durham Coast	Forward	SUNDERLAND	[redacted]
							792	Newcastle-Durham Coast	Forward	MIDDLESBROUGH	[redacted]
							792	Newcastle-Durham Coast	Forward	HARTLEPOOL	[redacted]
							792	Newcastle-Durham Coast	Reverse	NEWCASTLE	[redacted]
							792	Newcastle-Durham Coast	Reverse	SUNDERLAND	[redacted]
							793	Newcastle-Carlisle	Forward	CARLISLE	[redacted]
							793	Newcastle-Carlisle	Forward	HEXHAM	[redacted]
							793	Newcastle-Carlisle	Reverse	HEXHAM	[redacted]
							793	Newcastle-Carlisle	Reverse	NEWCASTLE	[redacted]
							794	Newcastle-Chathill	Forward	MORPETH	[redacted]
							794	Newcastle-Chathill	Forward	CHATHILL	[redacted]
							794	Newcastle-Chathill	Reverse	NEWCASTLE	[redacted]
							795	Newcastle- Middlesbrough	Forward	Middlesbrough	[redacted]
							795	Newcastle-Middlesbrough	Reverse	Newcastle	[redacted]
							796	Newcastle-Hexham Locals	Forward	HEXHAM	[redacted]
							796	Newcastle-Hexham Locals	Forward	CARLISLE	[redacted]
							796	Newcastle-Hexham Locals	Forward	METROCENTRE	[redacted]
							796	Newcastle-Hexham Locals	Reverse	METROCENTRE	[redacted]

							796	Newcastle-Hexham Locals	Reverse	HEXHAM	[redacted]
							796	Newcastle-Hexham Locals	Reverse	NEWCASTLE	[redacted]
							800	Middlesbrough-Whitby	Forward	WHITBY	[redacted]
							800	Middlesbrough-Whitby	Forward	NUNTHORPE	[redacted]
							800	Middlesbrough-Whitby	Reverse	MIDDLESBROUGH	[redacted]
							801	Bishop Auckland-Darlington-Saltburn	Forward	MIDDLESBROUGH	[redacted]
							801	Bishop Auckland-Darlington-Saltburn	Forward	DARLINGTON	[redacted]
							801	Bishop Auckland-Darlington-Saltburn	Forward	SALTBURN	[redacted]
							801	Bishop Auckland-Darlington-Saltburn	Forward	HARTLEPOOL	[redacted]
							801	Bishop Auckland-Darlington-Saltburn	Reverse	BISHOP AUCKLAND	[redacted]
							801	Bishop Auckland-Darlington-Saltburn	Reverse	MIDDLESBROUGH	[redacted]
							801	Bishop Auckland-Darlington-Saltburn	Reverse	DARLINGTON	[redacted]
ED02 Lancashire & Cumbria All Trains	[redacted]	[redacted]	[redacted]	[redacted]	83	180	239	Stockport/Blackpool N/Blackburn-Clitheroe/Carlisle	Forward	CARLISLE	[redacted]
							239	Stockport/Blackpool N/Blackburn-Clitheroe/Carlisle	Reverse	PRESTON	[redacted]
							239	Stockport/Blackpool N/Blackburn-Clitheroe/Carlisle	Reverse	BLACKPOOL NORTH	[redacted]
							350	Blackpool South-Preston-Colne	Forward	BLACKPOOL SOUTH	[redacted]
							350	Blackpool South-Preston-Colne	Forward	PRESTON	[redacted]
							350	Blackpool South-Preston-Colne	Reverse	COLNE	[redacted]
							350	Blackpool South-Preston-Colne	Reverse	BLACKBURN	[redacted]
							350	Blackpool South-Preston-Colne	Reverse	PRESTON	[redacted]
							350	Blackpool South-Preston-Colne	Reverse	BURNLEY CENTRAL	[redacted]
							351	Preston-Ormskirk	Forward	PRESTON	[redacted]
							351	Preston-Ormskirk	Reverse	ORMSKIRK	[redacted]
							352	Lancaster-Morecambe (Locals)	Forward	MORECAMBE	[redacted]
							352	Lancaster-Morecambe (Locals)	Forward	HEYSHAM HARBOUR	[redacted]

							352	Lancaster-Morecambe (Locals)	Reverse	LANCASTER	[redacted]
							352	Lancaster-Morecambe (Locals)	Reverse	PRESTON	[redacted]
							354	Preston/Lancaster-Barrow (Locals)	Forward	BARROW-IN-FURNESS	[redacted]
							354	Preston/Lancaster-Barrow (Locals)	Reverse	LANCASTER	[redacted]
							354	Preston/Lancaster-Barrow (Locals)	Reverse	PRESTON	[redacted]
							358	Barrow-Whitehaven-Carlisle (inc CCC)	Forward	CARLISLE	[redacted]
							358	Barrow-Whitehaven-Carlisle (inc CCC)	Forward	WHITEHAVEN	[redacted]
							358	Barrow-Whitehaven-Carlisle (inc CCC)	Forward	MILLOM	[redacted]
							358	Barrow-Whitehaven-Carlisle (inc CCC)	Forward	SELLAFIELD	[redacted]
							358	Barrow-Whitehaven-Carlisle (inc CCC)	Reverse	WHITEHAVEN	[redacted]
							358	Barrow-Whitehaven-Carlisle (inc CCC)	Reverse	BARROW-IN-FURNESS	[redacted]
ED04 West & North Yorkshire Inter Urban All Trains	[redacted]	[redacted]	[redacted]	[redacted]	45	132	151	Leeds-Settle-Carlisle (PSO)	Forward	CARLISLE	[redacted]
							151	Leeds-Settle-Carlisle (PSO)	Forward	SKIPTON	[redacted]
							151	Leeds-Settle-Carlisle (PSO)	Forward	KIRKBY STEPHEN	[redacted]
							151	Leeds-Settle-Carlisle (PSO)	Reverse	LEEDS	[redacted]
							737	Leeds-Blackpool North	Forward	BLACKPOOL NORTH	[redacted]
							737	Leeds-Blackpool North	Forward	PRESTON	[redacted]
							737	Leeds-Blackpool North	Reverse	PRESTON	[redacted]
							737	Leeds-Blackpool North	Reverse	LEEDS	[redacted]
							830	Leeds-Harrogate-York	Forward	HARROGATE	[redacted]
							830	Leeds-Harrogate-York	Forward	YORK	[redacted]
							830	Leeds-Harrogate-York	Forward	HORSFORTH	[redacted]
							830	Leeds-Harrogate-York	Reverse	HARROGATE	[redacted]
							830	Leeds-Harrogate-York	Reverse	LEEDS	[redacted]

							835	Leeds-Selby	Forward	SELBY	[redacted]
							835	Leeds-Selby	Reverse	LEEDS	[redacted]
							837	Leeds-York	Forward	YORK	[redacted]
							837	Leeds-York	Reverse	LEEDS	[redacted]
							868	Lds-Brdfrd Int-Halifx-Hddfield-Wkfild or HB (WY)	Forward	BRADFORD INTERCHANGE	[redacted]
							868	Lds-Brdfrd Int-Halifx-Hddfield-Wkfild or HB (WY)	Forward	CASTLEFORD	[redacted]
							868	Lds-Brdfrd Int-Halifx-Hddfield-Wkfild or HB (WY)	Forward	HUDDERSFIELD	[redacted]
							868	Lds-Brdfrd Int-Halifx-Hddfield-Wkfild or HB (WY)	Forward	HEBDEN BRIDGE	[redacted]
							868	Lds-Brdfrd Int-Halifx-Hddfield-Wkfild or HB (WY)	Forward	WAKEFIELD KIRKGATE	[redacted]
							868	Lds-Brdfrd Int-Halifx-Hddfield-Wkfild or HB (WY)	Reverse	LEEDS	[redacted]
							868	Lds-Brdfrd Int-Halifx-Hddfield-Wkfild or HB (WY)	Reverse	BRADFORD INTERCHANGE	[redacted]
							868	Lds-Brdfrd Int-Halifx-Hddfield-Wkfild or HB (WY)	Reverse	HUDDERSFIELD	[redacted]
							869	Leeds-Lancaster	Forward	MORECAMBE	[redacted]
							869	Leeds-Lancaster	Forward	SKIPTON	[redacted]
							869	Leeds-Lancaster	Forward	LANCASTER	[redacted]
							869	Leeds-Lancaster	Reverse	LEEDS	[redacted]
							871	Leeds-Manchester Vic via Hebden Bridge	Forward	BRADFORD INTERCHANGE	[redacted]
							871	Leeds-Manchester Vic via Hebden Bridge	Forward	ROCHDALE	[redacted]
							871	Leeds-Manchester Vic via Hebden Bridge	Forward	MANCHESTER VICTORIA	[redacted]
							871	Leeds-Manchester Vic via Hebden Bridge	Forward	MANCHESTER OXFORD ROAD	[redacted]
							871	Leeds-Manchester Vic via Hebden Bridge	Reverse	LEEDS	[redacted]

							871	Leeds-Manchester Vic via Hebden Bridge	Reverse	BRADFORD INTERCHANGE	[redacted]
							871	Leeds-Manchester Vic via Hebden Bridge	Reverse	ROCHDALE	[redacted]
							871	Leeds-Manchester Vic via Hebden Bridge	Reverse	MANCHESTER VICTORIA	[redacted]
ED05 West & North Yorkshire Local All Trains	[redacted]	[redacted]	[redacted]	[redacted]	35	132	810	Leeds-Sheffield via Moorthorpe	Forward	WAKEFIELD WESTGATE	[redacted]
							810	Leeds-Sheffield via Moorthorpe	Forward	MOORTHORPE	[redacted]
							810	Leeds-Sheffield via Moorthorpe	Forward	SHEFFIELD	[redacted]
							810	Leeds-Sheffield via Moorthorpe	Forward	MEADOWHALL	[redacted]
							810	Leeds-Sheffield via Moorthorpe	Reverse	MEADOWHALL	[redacted]
							810	Leeds-Sheffield via Moorthorpe	Reverse	LEEDS	[redacted]
							810	Leeds-Sheffield via Moorthorpe	Reverse	WAKEFIELD WESTGATE	[redacted]
							810	Leeds-Sheffield via Moorthorpe	Reverse	MOORTHORPE	[redacted]
							818	Leeds-Bradford Forster Square	Forward	BRADFORD FORSTER SQUARE	[redacted]
							818	Leeds-Bradford Forster Square	Reverse	LEEDS	[redacted]
							818	Leeds-Bradford Forster Square	Reverse	SHIPLEY	[redacted]
							819	Leeds-Ilkley (WY)	Forward	ILKLEY	[redacted]
							819	Leeds-Ilkley (WY)	Forward	GUISELEY	[redacted]
							819	Leeds-Ilkley (WY)	Reverse	GUISELEY	[redacted]
							819	Leeds-Ilkley (WY)	Reverse	LEEDS	[redacted]
							820	Bradford Forster Square-Skipton	Forward	SKIPTON	[redacted]
							820	Bradford Forster Square-Skipton	Reverse	BRADFORD FORSTER SQUARE	[redacted]
							821	Bradford-Ilkley (WY)	Forward	ILKLEY	[redacted]
							821	Bradford-Ilkley (WY)	Reverse	BRADFORD FORSTER SQUARE	[redacted]
							822	Wakefield-Knottingley	Forward	KNOTTINGLEY	[redacted]

							822	Wakefield-Knottingley	Forward	WAKEFIELD WESTGATE	[redacted]
							822	Wakefield-Knottingley	Forward	PONTEFRACT MONKHILL	[redacted]
							822	Wakefield-Knottingley	Reverse	WAKEFIELD KIRKGATE	[redacted]
							822	Wakefield-Knottingley	Reverse	LEEDS	[redacted]
							822	Wakefield-Knottingley	Reverse	WAKEFIELD WESTGATE	[redacted]
							824	Leeds-Doncaster	Forward	WAKEFIELD WESTGATE	[redacted]
							824	Leeds-Doncaster	Forward	ADWICK	[redacted]
							824	Leeds-Doncaster	Forward	DONCASTER	[redacted]
							824	Leeds-Doncaster	Reverse	LEEDS	[redacted]
							824	Leeds-Doncaster	Reverse	WAKEFIELD WESTGATE	[redacted]
							841	Leeds-Goole	Forward	KNOTTINGLEY	[redacted]
							841	Leeds-Goole	Forward	GOOLE	[redacted]
							841	Leeds-Goole	Reverse	LEEDS	[redacted]
							870	Leeds-Skipton	Forward	SKIPTON	[redacted]
							870	Leeds-Skipton	Forward	KEIGHLEY	[redacted]
							870	Leeds-Skipton	Reverse	KEIGHLEY	[redacted]
							870	Leeds-Skipton	Reverse	LEEDS	[redacted]
							874	Leeds-Huddersfield	Forward	HUDDERSFIELD	[redacted]
							874	Leeds-Huddersfield	Forward	MARSDEN	[redacted]
							874	Leeds-Huddersfield	Forward	HEBDEN BRIDGE	[redacted]
							874	Leeds-Huddersfield	Forward	MANCHESTER VICTORIA	[redacted]
							874	Leeds-Huddersfield	Forward	DEWSBURY	[redacted]
							874	Leeds-Huddersfield	Reverse	DEWSBURY	[redacted]
							874	Leeds-Huddersfield	Reverse	LEEDS	[redacted]

							874	Leeds-Huddersfield	Reverse	ROCHDALE	[redacted]
ED06 South & East Yorkshire Inter Urban All Trains	[redacted]	[redacted]	[redacted]	[redacted]	50	198	806	York-Hull	Forward	SELBY	[redacted]
							806	York-Hull	Forward	HULL	[redacted]
							806	York-Hull	Reverse	YORK	[redacted]
							807	Sheffield-Doncaster-Selby	Forward	DONCASTER	[redacted]
							807	Sheffield-Doncaster-Selby	Forward	ADWICK	[redacted]
							807	Sheffield-Doncaster-Selby	Forward	SELBY	[redacted]
							807	Sheffield-Doncaster-Selby	Reverse	DONCASTER	[redacted]
							807	Sheffield-Doncaster-Selby	Reverse	SHEFFIELD	[redacted]
							808	Sheffield-Hull	Forward	HULL	[redacted]
							808	Sheffield-Hull	Forward	DONCASTER	[redacted]
							808	Sheffield-Hull	Reverse	DONCASTER	[redacted]
							808	Sheffield-Hull	Reverse	SHEFFIELD	[redacted]
							809	York- Scarborough Locals	Forward	Scarborough	[redacted]
							809	York – Scarborough Locals	Reverse	York	[redacted]
							816	Doncaster-Goole	Forward	GOOLE	[redacted]
							816	Doncaster-Goole	Forward	THORNE NORTH	[redacted]
							816	Doncaster-Goole	Reverse	DONCASTER	[redacted]
							825	Doncaster-Scunthorpe (SY)	Forward	SCUNTHORPE	[redacted]
							825	Doncaster-Scunthorpe (SY)	Reverse	DONCASTER	[redacted]
							838	Hull-Bridlington-Scarborough	Forward	SCARBOROUGH	[redacted]
							838	Hull-Bridlington-Scarborough	Forward	BRIDLINGTON	[redacted]
							838	Hull-Bridlington-Scarborough	Forward	BEVERLEY	[redacted]
							838	Hull-Bridlington-Scarborough	Reverse	HULL	[redacted]
ED07 South & East Yorkshire Local	[redacted]	[redacted]	[redacted]	[redacted]	45	180	802	Leeds-Barnsley-Sheffield	Forward	WAKEFIELD KIRKGATE	[redacted]
							802	Leeds-Barnsley-Sheffield	Forward	MEADOWHALL	[redacted]
							802	Leeds-Barnsley-Sheffield	Forward	SHEFFIELD	[redacted]

All Trains							802	Leeds-Barnsley-Sheffield	Reverse	WAKEFIELD KIRKGATE	[redacted]
							802	Leeds-Barnsley-Sheffield	Reverse	MEADOWHALL	[redacted]
							802	Leeds-Barnsley-Sheffield	Reverse	BARNSLEY	[redacted]
							802	Leeds-Barnsley-Sheffield	Reverse	LEEDS	[redacted]
							802	Leeds-Barnsley-Sheffield	Reverse	WAKEFIELD WESTGATE	[redacted]
							803	Huddersfield-Sheffield	Forward	MEADOWHALL	[redacted]
							803	Huddersfield-Sheffield	Forward	PENISTONE	[redacted]
							803	Huddersfield-Sheffield	Forward	SHEFFIELD	[redacted]
							803	Huddersfield-Sheffield	Reverse	HUDDERSFIELD	[redacted]
							803	Huddersfield-Sheffield	Reverse	MEADOWHALL	[redacted]
							803	Huddersfield-Sheffield	Reverse	BARNSLEY	[redacted]
							803	Huddersfield-Sheffield	Reverse	PENISTONE	[redacted]
							804	<Sheffield>KVP-Gainsborough LR<Lincoln/Cleethorpes	Forward	WORKSOP	[redacted]
							804	<Sheffield>KVP-Gainsborough LR<Lincoln/Cleethorpes	Forward	LINCOLN CENTRAL	[redacted]
							804	<Sheffield>KVP-Gainsborough LR<Lincoln/Cleethorpes	Forward	RETFORD	[redacted]
							804	<Sheffield>KVP-Gainsborough LR<Lincoln/Cleethorpes	Reverse	SHEFFIELD	[redacted]
							804	<Sheffield>KVP-Gainsborough LR<Lincoln/Cleethorpes	Reverse	WORKSOP	[redacted]
							805	<Sheffield-Kiveton Park>Gainsborough Ctrl-Cleethor	Forward	CLEETHORPES	[redacted]
							805	<Sheffield-Kiveton Park>Gainsborough Ctrl-Cleethor	Reverse	RETFORD LOW LEVEL	[redacted]
							826	Cleethorpes-Barton On Humber	Forward	BARTON-ON-HUMBER	[redacted]
							826	Cleethorpes-Barton On Humber	Reverse	CLEETHORPES	[redacted]
							845	Sheffield-York	Forward	YORK	[redacted]

							845	Sheffield-York	Reverse	SHEFFIELD	[redacted]
							853	Chesterfield-Sheffield-Leeds	Forward	LEEDS	[redacted]
							853	Chesterfield-Sheffield-Leeds	Forward	WAKEFIELD KIRKGATE	[redacted]
							853	Chesterfield-Sheffield-Leeds	Forward	BARNSLEY	[redacted]
							853	Chesterfield-Sheffield-Leeds	Forward	MEADOWHALL	[redacted]
							853	Chesterfield-Sheffield-Leeds	Forward	WAKEFIELD WESTGATE	[redacted]
							853	Chesterfield-Sheffield-Leeds	Reverse	WAKEFIELD WESTGATE	[redacted]
							853	Chesterfield-Sheffield-Leeds	Reverse	SHEFFIELD	[redacted]
							853	Chesterfield-Sheffield-Leeds	Reverse	WAKEFIELD KIRKGATE	[redacted]
							853	Chesterfield-Sheffield-Leeds	Reverse	MEADOWHALL	[redacted]
							865	Nottingham - Sheffield - Leeds	Forward	SHEFFIELD	[redacted]
							865	Nottingham - Sheffield - Leeds	Forward	NOTTINGHAM	[redacted]
							865	Nottingham - Sheffield - Leeds	Forward	BRADFORD INTERCHANGE	[redacted]
							865	Nottingham - Sheffield - Leeds	Reverse	BRADFORD INTERCHANGE	[redacted]
							865	Nottingham - Sheffield - Leeds	Reverse	SHEFFIELD	[redacted]
							865	Nottingham - Sheffield - Leeds	Reverse	LEEDS	[redacted]
ED08 North Manchester Off-Peak	[redacted]	[redacted]	[redacted]	[redacted]	45	180	220	Livpool-Newton LW/Man Vic-GNF-MSN-Hudd/Wakefield W	Forward	MANCHESTER VICTORIA	[redacted]
							220	Livpool-Newton LW/Man Vic-GNF-MSN-Hudd/Wakefield W	Reverse	STALYBRIDGE	[redacted]
							223	Blackburn-Manchester Victoria	Forward	BLACKBURN	[redacted]
							223	Blackburn-Manchester Victoria	Forward	BOLTON	[redacted]
							223	Blackburn-Manchester Victoria	Reverse	MANCHESTER VICTORIA	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Forward	SOUTHPORT	[redacted]

							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Forward	WIGAN WALLGATE	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Forward	WIGAN NORTH WESTERN	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Reverse	MANCHESTER VICTORIA	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Reverse	WIGAN WALLGATE	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Reverse	MANCHESTER PICCADILLY	[redacted]
							225	Man/Man Vic-Atherton-Wigan Wallgate-Southport	Forward	SOUTHPORT	[redacted]
							225	Man/Man Vic-Atherton-Wigan Wallgate-Southport	Forward	WIGAN WALLGATE	[redacted]
							225	Man/Man Vic-Atherton-Wigan Wallgate-Southport	Reverse	MANCHESTER VICTORIA	[redacted]
							225	Man/Man Vic-Atherton-Wigan Wallgate-Southport	Reverse	SALFORD CRESCENT	[redacted]
							240	Wigan Wallgate-Kirkby	Forward	KIRKBY	[redacted]
							240	Wigan Wallgate-Kirkby	Reverse	WIGAN WALLGATE	[redacted]
							242	Manchester Victoria-Castleton-Rochdale (GM)	Forward	MANCHESTER VICTORIA	[redacted]
							242	Manchester Victoria-Castleton-Rochdale (GM)	Reverse	ROCHDALE	[redacted]
							242	Manchester Victoria-Castleton-Rochdale (GM)	Reverse	BLACKBURN	[redacted]
							349	Manchester Victoria/Preston-Blackburn-Clitheroe	Forward	CLITHEROE	[redacted]
							349	Manchester Victoria/Preston-Blackburn-Clitheroe	Forward	BLACKBURN	[redacted]
							349	Manchester Victoria/Preston-Blackburn-Clitheroe	Reverse	MANCHESTER VICTORIA	[redacted]
							349	Manchester Victoria/Preston-Blackburn-Clitheroe	Reverse	BOLTON	[redacted]

ED08 North Manchester Peak	[redacted]	[redacted]	[redacted]	[redacted]	45	180	220	Livpool-Newton LW/Man Vic-GNF-MSN-Hudd/Wakefield W	Forward	MANCHESTER VICTORIA	[redacted]
							220	Livpool-Newton LW/Man Vic-GNF-MSN-Hudd/Wakefield W	Reverse	STALYBRIDGE	[redacted]
							223	Blackburn-Manchester Victoria	Forward	BLACKBURN	[redacted]
							223	Blackburn-Manchester Victoria	Forward	BOLTON	[redacted]
							223	Blackburn-Manchester Victoria	Reverse	MANCHESTER VICTORIA	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Forward	SOUTHPORT	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Forward	WIGAN WALLGATE	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Forward	WIGAN NORTH WESTERN	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Reverse	MANCHESTER VICTORIA	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Reverse	WIGAN WALLGATE	[redacted]
							224	Man/Man Vic-Bolton-Wigan Wallgate-Southport	Reverse	MANCHESTER PICCADILLY	[redacted]
							225	Man/Man Vic-Atherton-Wigan Wallgate-Southport	Forward	SOUTHPORT	[redacted]
							225	Man/Man Vic-Atherton-Wigan Wallgate-Southport	Forward	WIGAN WALLGATE	[redacted]
							225	Man/Man Vic-Atherton-Wigan Wallgate-Southport	Reverse	MANCHESTER VICTORIA	[redacted]
							225	Man/Man Vic-Atherton-Wigan Wallgate-Southport	Reverse	SALFORD CRESCENT	[redacted]
							240	Wigan Wallgate-Kirkby	Forward	KIRKBY	[redacted]
							240	Wigan Wallgate-Kirkby	Reverse	WIGAN WALLGATE	[redacted]
							242	Manchester Victoria-Castleton-Rochdale (GM)	Forward	MANCHESTER VICTORIA	[redacted]
							242	Manchester Victoria-Castleton-Rochdale (GM)	Reverse	ROCHDALE	[redacted]

							242	Manchester Victoria-Castleton-Rochdale (GM)	Reverse	BLACKBURN	[redacted]
							349	Manchester Victoria/Preston-Blackburn-Clitheroe	Forward	CLITHEROE	[redacted]
							349	Manchester Victoria/Preston-Blackburn-Clitheroe	Forward	BLACKBURN	[redacted]
							349	Manchester Victoria/Preston-Blackburn-Clitheroe	Reverse	MANCHESTER VICTORIA	[redacted]
							349	Manchester Victoria/Preston-Blackburn-Clitheroe	Reverse	BOLTON	[redacted]
ED09 Merseyrail City Lines All Trains	[redacted]	[redacted]	[redacted]	[redacted]	45	180	236	Warrington Central-Manchester Oxford Road	Forward	WARRINGTON CENTRAL	[redacted]
							236	Warrington Central-Manchester Oxford Road	Reverse	MANCHESTER OXFORD ROAD	[redacted]
							236	Warrington Central-Manchester Oxford Road	Reverse	MANCHESTER PICCADILLY	[redacted]
							248	Manchester Airport-Warrington-Liverpool	Forward	MANCHESTER OXFORD ROAD	[redacted]
							248	Manchester Airport-Warrington-Liverpool	Forward	LIVERPOOL LIME STREET	[redacted]
							248	Manchester Airport-Warrington-Liverpool	Reverse	MANCHESTER AIRPORT	[redacted]
							248	Manchester Airport-Warrington-Liverpool	Reverse	MANCHESTER OXFORD ROAD	[redacted]
							291	Liverpool-Earlestown-Helsby-Ellesmere Port-Chester	Forward	WARRINGTON BANK QUAY	[redacted]
							291	Liverpool-Earlestown-Helsby-Ellesmere Port-Chester	Forward	LIVERPOOL LIME STREET	[redacted]
							291	Liverpool-Earlestown-Helsby-Ellesmere Port-Chester	Forward	HELSBY	[redacted]
							291	Liverpool-Earlestown-Helsby-Ellesmere Port-Chester	Forward	RUNCORN	[redacted]
							291	Liverpool-Earlestown-Helsby-Ellesmere Port-Chester	Reverse	WARRINGTON BANK QUAY	[redacted]

							291	Liverpool-Earlestown-Helsby-Ellesmere Port-Chester	Reverse	ELLESMERE PORT	[redacted]
							297	Liverpool-St Helens Ctrl/Newton L Will/Wigan NW	Forward	ST HELENS CENTRAL	[redacted]
							297	Liverpool-St Helens Ctrl/Newton L Will/Wigan NW	Forward	LIVERPOOL LIME STREET	[redacted]
							297	Liverpool-St Helens Ctrl/Newton L Will/Wigan NW	Reverse	WIGAN NORTH WESTERN	[redacted]
							297	Liverpool-St Helens Ctrl/Newton L Will/Wigan NW	Reverse	ST HELENS CENTRAL	[redacted]
							298	Liverpool-Newton Le Willows/Manchester Victoria	Forward	LIVERPOOL LIME STREET	[redacted]
							298	Liverpool-Newton Le Willows/Manchester Victoria	Reverse	MANCHESTER PICCADILLY	[redacted]
							298	Liverpool-Newton Le Willows/Manchester Victoria	Reverse	MANCHESTER VICTORIA	[redacted]
							299	Liverpool/Hunts Cross-Warrington Ctrl	Forward	LIVERPOOL LIME STREET	[redacted]
							299	Liverpool/Hunts Cross-Warrington Ctrl	Reverse	WARRINGTON CENTRAL	[redacted]
							367	Manchester Airport – Warrington – Liverpool (Fast)	Forward	MANCHESTER PICCADILLY	[redacted]
							367	Manchester Airport – Warrington – Liverpool (Fast)	Forward	WARRINGTON CENTRAL	[redacted]
							367	Manchester Airport – Warrington – Liverpool (Fast)	Forward	LIVERPOOL SOUTH PARKWAY	[redacted]
							367	Manchester Airport – Warrington – Liverpool (Fast)	Forward	LIVERPOOL LIME STREET	[redacted]
							367	Manchester Airport – Warrington – Liverpool (Fast)	Reverse	LIVERPOOL SOUTH PARKWAY	[redacted]
							367	Manchester Airport – Warrington – Liverpool (Fast)	Reverse	WARRINGTON CENTRAL	[redacted]
							367	Manchester Airport – Warrington – Liverpool (Fast)	Reverse	MANCHESTER PICCADILLY	[redacted]
							367	Manchester Airport – Warrington – Liverpool (Fast)	Reverse	MANCHESTER AIRPORT	[redacted]

ED10 South Manchester Off-Peak	[redacted]	[redacted]	[redacted]	[redacted]	45	180	226	Man Picc-Rmily/R Hill Mrple/N Mills Ctrl/Chnly/Shf	Forward	MANCHESTER PICCADILLY	[redacted]
							226	Man Picc-Rmily/R Hill Mrple/N Mills Ctrl/Chnly/Shf	Forward	ROMILEY	[redacted]
							226	Man Picc-Rmily/R Hill Mrple/N Mills Ctrl/Chnly/Shf	Reverse	SHEFFIELD	[redacted]
							226	Man Picc-Rmily/R Hill Mrple/N Mills Ctrl/Chnly/Shf	Reverse	ROMILEY	[redacted]
							227	Stockport - Stalybridge	Forward	STALYBRIDGE	[redacted]
							228	Buxton/Hazel Grove-Manchester/Deansgate	Forward	MANCHESTER PICCADILLY	[redacted]
							228	Buxton/Hazel Grove-Manchester/Deansgate	Reverse	HAZEL GROVE	[redacted]
							228	Buxton/Hazel Grove-Manchester/Deansgate	Reverse	BUXTON	[redacted]
							229	Chester-Northwich-Stockport/Man Picc	Forward	MANCHESTER PICCADILLY	[redacted]
							229	Chester-Northwich-Stockport/Man Picc	Forward	STOCKPORT	[redacted]
							229	Chester-Northwich-Stockport/Man Picc	Reverse	CHESTER	[redacted]
							230	Manchester-Hadfield (GM)	Forward	MANCHESTER PICCADILLY	[redacted]
							230	Manchester-Hadfield (GM)	Reverse	HADFIELD	[redacted]
							231	Manchester-Macclesfield/Stoke On Trent	Forward	MANCHESTER PICCADILLY	[redacted]
							231	Manchester-Macclesfield/Stoke On Trent	Reverse	MACCLESFIELD	[redacted]
							231	Manchester-Macclesfield/Stoke On Trent	Reverse	STOKE-ON-TRENT	[redacted]
							232	Manchester-Alderley Edge/Crewe	Forward	MANCHESTER PICCADILLY	[redacted]
							232	Manchester-Alderley Edge/Crewe	Reverse	CREWE	[redacted]
							232	Manchester-Alderley Edge/Crewe	Reverse	ALDERLEY EDGE	[redacted]

							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Forward	MANCHESTER PICCADILLY	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Forward	MANCHESTER AIRPORT	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Reverse	CREWE	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Reverse	MANCHESTER AIRPORT	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Reverse	WILMSLOW	[redacted]
							366	Manchester Victoria – Warrington Bank Quay - Chester	Forward	CHESTER	[redacted]
							366	Manchester Victoria – Warrington Bank Quay - Chester	Forward	WARRINGTON BANK QUAY	[redacted]
							366	Manchester Victoria – Warrington Bank Quay - Chester	Reverse	WARRINGTON BANK QUAY	[redacted]
							366	Manchester Victoria – Warrington Bank Quay - Chester	Reverse	MANCHESTER VICTORIA	[redacted]
ED10 South Manchester Peak	[redacted]	[redacted]	[redacted]	[redacted]	45	180	226	Man Picc-Rmily/R Hill Mrple/N Mills Ctrl/Chnly/Shf	Forward	MANCHESTER PICCADILLY	[redacted]
							226	Man Picc-Rmily/R Hill Mrple/N Mills Ctrl/Chnly/Shf	Forward	ROMILEY	[redacted]
							226	Man Picc-Rmily/R Hill Mrple/N Mills Ctrl/Chnly/Shf	Reverse	SHEFFIELD	[redacted]
							226	Man Picc-Rmily/R Hill Mrple/N Mills Ctrl/Chnly/Shf	Reverse	ROMILEY	[redacted]
							227	Stockport - Stalybridge	Forward	STALYBRIDGE	[redacted]
							228	Buxton/Hazel Grove-Manchester/Deansgate	Forward	MANCHESTER PICCADILLY	[redacted]
							228	Buxton/Hazel Grove-Manchester/Deansgate	Reverse	HAZEL GROVE	[redacted]
							228	Buxton/Hazel Grove-Manchester/Deansgate	Reverse	BUXTON	[redacted]
							229	Chester-Northwich-Stockport/Man Picc	Forward	MANCHESTER PICCADILLY	[redacted]

							229	Chester-Northwich-Stockport/Man Picc	Forward	GREENBANK	[redacted]
							229	Chester-Northwich-Stockport/Man Picc	Forward	STOCKPORT	[redacted]
							229	Chester-Northwich-Stockport/Man Picc	Reverse	CHESTER	[redacted]
							230	Manchester-Hadfield (GM)	Forward	MANCHESTER PICCADILLY	[redacted]
							230	Manchester-Hadfield (GM)	Reverse	HADFIELD	[redacted]
							231	Manchester-Macclesfield/Stoke On Trent	Forward	MANCHESTER PICCADILLY	[redacted]
							231	Manchester-Macclesfield/Stoke On Trent	Reverse	MACCLESFIELD	[redacted]
							231	Manchester-Macclesfield/Stoke On Trent	Reverse	STOKE-ON-TRENT	[redacted]
							232	Manchester-Alderley Edge/Crewe	Forward	MANCHESTER PICCADILLY	[redacted]
							232	Manchester-Alderley Edge/Crewe	Reverse	CREWE	[redacted]
							232	Manchester-Alderley Edge/Crewe	Reverse	ALDERLEY EDGE	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Forward	MANCHESTER PICCADILLY	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Forward	MANCHESTER AIRPORT	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Reverse	CREWE	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Reverse	MANCHESTER AIRPORT	[redacted]
							233	Dsgate/Mnchster-A Edge/Crewe/Wlmslw v Styal or MIA	Reverse	WILMSLOW	[redacted]
							366	Manchester Victoria – Warrington Bank Quay - Chester	Forward	CHESTER	[redacted]
							366	Manchester Victoria – Warrington Bank Quay - Chester	Forward	WARRINGTON BANK QUAY	[redacted]
							366	Manchester Victoria – Warrington Bank Quay - Chester	Reverse	WARRINGTON BANK QUAY	[redacted]

							366	Manchester Victoria – Warrington Bank Quay - Chester	Reverse	MANCHESTER VICTORIA	[redacted]
ED11 Lancashire & Cumbria Inter Urban All Trains	[redacted]	[redacted]	[redacted]	[redacted]	60	180	249	Liverpool-St Helens-Wigan-Preston/BPN/Lancaster/Mo	Forward	BLACKPOOL NORTH	[redacted]
							249	Liverpool-St Helens-Wigan-Preston/BPN/Lancaster/Mo	Forward	WIGAN	[redacted]
							249	Liverpool-St Helens-Wigan-Preston/BPN/Lancaster/Mo	Forward	PRESTON	[redacted]
							249	Liverpool-St Helens-Wigan-Preston/BPN/Lancaster/Mo	Reverse	PRESTON	[redacted]
							249	Liverpool-St Helens-Wigan-Preston/BPN/Lancaster/Mo	Reverse	WIGAN	[redacted]
							249	Liverpool-St Helens-Wigan-Preston/BPN/Lancaster/Mo	Reverse	LIVERPOOL LIME STREET	[redacted]
							355	Blackpool North-Preston-Manchester Picc/Vic	Forward	BLACKPOOL NORTH	[redacted]
							355	Blackpool North-Preston-Manchester Picc/Vic	Forward	PRESTON	[redacted]
							355	Blackpool North-Preston-Manchester Picc/Vic	Forward	BOLTON	[redacted]
							355	Blackpool North-Preston-Manchester Picc/Vic	Reverse	MANCHESTER PICCADILLY	[redacted]
							355	Blackpool North-Preston-Manchester Picc/Vic	Reverse	BOLTON	[redacted]
							355	Blackpool North-Preston-Manchester Picc/Vic	Reverse	MANCHESTER VICTORIA	[redacted]
							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Forward	MANCHESTER OXFORD RD	[redacted]
							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Forward	BARROW-IN-FURNESS	[redacted]
							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Forward	WINDERMERE	[redacted]
							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Forward	PRESTON	[redacted]
							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Forward	WIGAN	[redacted]

							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Reverse	WIGAN	[redacted]
							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Reverse	MANCHESTER OXFORD RD	[redacted]
							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Reverse	MANCHESTER AIRPORT	[redacted]
							357	MIA/MCV-Bolton-Wigan-Preston-Barrow/Wdm	Reverse	PRESTON	[redacted]
							361	Lancaster/Oxenholme-Windermere	Forward	WINDERMERE	[redacted]
							361	Lancaster/Oxenholme-Windermere	Reverse	OXENHOLME LAKE DISTRICT	[redacted]
							362	Manchester Airport - Blackpool North	Forward	BLACKPOOL NORTH	[redacted]
							362	Manchester Airport - Blackpool North	Forward	PRESTON	[redacted]
							362	Manchester Airport - Blackpool North	Forward	MANCHESTER OXFORD RD	[redacted]
							362	Manchester Airport - Blackpool North	Reverse	MANCHESTER AIRPORT	[redacted]
							362	Manchester Airport - Blackpool North	Reverse	MANCHESTER OXFORD RD	[redacted]

APPENDIX 2 – CHARTER DESTINATION POINTS

Not Used.

APPENDIX 3 17TH

SPP threshold

	Period:	3	6	10	13
2019/20		[redacted]	[redacted]	[redacted]	[redacted]
2020/21		[redacted]	[redacted]	[redacted]	[redacted]
2021/22		[redacted]	[redacted]	[redacted]	[redacted]
2022/23		[redacted]	[redacted]	[redacted]	[redacted]
2023/24		[redacted]	[redacted]	[redacted]	[redacted]

SCHEDULE 9: LIMITATION ON LIABILITY

1 Definitions

In this Schedule

"Contract Year" means each yearly period commencing on Principal Change Date December 2016 and subsequently on each anniversary of such date;

"Liability Cap" means: *17th*

(a) in relation to the first Contract Year, the sum of £37.6m; and

(b) in relation to any subsequent Contract Year, the sum calculated in accordance with the following formula:

$$C_n = C_{2017-18} \times \left[\frac{CPI_n}{CPI_{2017-18}}\right]$$

where:

(i) $C_{2017-18} = C_1 \times \left[\frac{RPI_{2017-18}}{RPI_1}\right]$

(ii) C_1 is the sum of £37.6m;

(iii) C_n is the Liability Cap in the nth subsequent Contract Year;

(iv) CPI_n is the Consumer Prices Index (as defined in Schedule 7) published or determined with respect to the first month of the subsequent Contract Year n;

(v) $CPI_{2017\text{-}18}$ is the Consumer Prices Index (as defined in Schedule 7) published or determined with respect to that month in which a Contract Year starts in the Relevant Year which commences on 1 April 2017 and ends on 31 March 2018;

(vi) $RPI_{2017\text{-}18}$ is the Retail Prices Index (as defined in Schedule 7) published or determined with respect to that month in which a Contract Year starts in the Relevant Year which commences on 1 April 2017 and ends on 31 March 2018; and

(vii) RPI_1 is the Retail Prices Index (as defined in Schedule 7) published or determined with respect to the month in which this contract became effective under Clause 3.1.

2 Application

The limitations on liability contained in this Schedule apply in the circumstances set out in Clause 11.5.

3 Limitation on Network Rail's liability

In relation to any claim for indemnity made by the Train Operator to which this Schedule 9 applies:

(a) Network Rail shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Contract Year to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year; and

(b) to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and Network Rail shall have no further liability for it.

4 Limitation on Train Operator's liability

In relation to any claims for indemnity made by Network Rail to which this Schedule 9 applies:

(a) the Train Operator shall not be liable to make payments in relation to such claims which are admitted in writing or finally determined in any Contract Year to the extent that its liability for such claims exceeds the Liability Cap for such Contract Year; and

(b) to the extent its liability for such claims exceeds the Liability Cap for such Contract Year, any claim for payment of a sum which exceeds such Liability Cap shall be extinguished and the Train Operator shall have no further liability for it.

5 Disapplication of limitation

To the extent that any Relevant Losses:

(a) result from a conscious and intentional breach by a party; or

(b) are in respect of obligations to compensate any person for liability for death or personal injury, whether resulting from the negligence of a party or the negligence of any of its officers, employees or agents or from a failure by a party to comply with its Safety Obligations,

such Relevant Losses:

(i) shall not be subject to the limitation of liability in Schedule 9; and

(ii) shall not be taken into account when calculating the amount of Relevant Losses in respect of claims admitted or finally determined in a Contract Year for the purposes of the limitations of liability in this Schedule 9.

6 Exclusion of legal and other costs

The limits on the parties' liabilities provided for in paragraphs 3 and 4 shall not apply to costs incurred in recovering any amount under a relevant claim, including legal, arbitral and other professional fees and expenses.

7 Exclusion of certain Relevant Losses

A party shall have no claim for Relevant Losses to the extent that such Relevant Losses result from its own negligence or breach of this contract.

8 Continuing breaches

Nothing in this Schedule 9 shall prevent a party making a new claim for indemnity in respect of a continuing breach of contract which:

(a) is a continuing breach of contract which continues for more than 12 months;

(b) is a continuing breach of contract which continues beyond a period within which it might reasonably be expected to have been remedied; or

(c) is a breach of a Performance Order in relation to a breach of contract,

but any such new claim shall not include any sum which was the subject matter of a previous claim and was extinguished by virtue of paragraph 3(b) or 4(b).

9 Final determination of claims

For the purpose of this Schedule 9, a determination of a claim for Relevant Losses by a Court or other tribunal shall be treated as final when there is no further right of appeal or review from such determination or in respect of which any right of appeal or review has been lost, whether by expiry of time or otherwise.

SCHEDULE 10: NETWORK CODE AND TRACTION ELECTRICITY MODIFICATIONS

1 Automatic effect

1.1 General

This contract shall have effect:

(a) with the modifications; and

(b) from the date,

specified by ORR in a modification notice as supplemented (where appropriate) by a notice of consent to requisite adaptations or a notice of determined requisite adaptations.

1.2 Retrospective effect

No relevant notice may have retrospective effect.

2 Modification notice

2.1 Meaning

A modification notice is a notice given by ORR to the parties for the purposes of this contract which modifies specified provisions of this contract (other than this Schedule 10) by making such modifications as are consequential upon, or necessary to give full effect to, any change to the Network Code or the Traction Electricity Rules.

2.2 Contents of modification notice

A modification notice shall state:

(a) the modifications which are to be made to this contract;

(b) the date from which specified modifications are to have effect; and, if any such modifications are to have effect from different dates, the dates applicable to each modification; and

(c) which of the specified modifications are to be subject to adaptation and the backstop date for the requisite adaptations in question.

3 Adaptation procedure

3.1 Application

This paragraph 3 applies in the case of specified modifications which are specified as being subject to adaptation.

3.2 Negotiation of adaptations

In respect of the modifications in each modification notice:

(a) within 14 days of the date of service of the relevant modification notice, the parties shall meet and in good faith negotiate and attempt to agree the requisite adaptations;

(b) each party shall ensure that:

(i) such negotiations are conducted in good faith in a timely, efficient and economical manner, with appropriate recourse to professional advice; and

(ii) ORR's criteria are applied in the negotiations; and

(c) the negotiations shall not continue after the backstop date.

3.3 Agreed adaptations - notice to the Office of Rail and Road

If the parties have agreed the requisite adaptations on or before the backstop date, not later than seven days after the backstop date the agreed requisite adaptations shall be sent by the parties to ORR for its consent, together with a statement, signed by or on behalf of both parties:

(a) stating the reasons for the agreed requisite adaptations;

(b) stating the extent to which and ways in which ORR's criteria have been applied in arriving at the agreed requisite adaptations and, in any case where they have not been applied, the reasons; and

(c) giving such other information as ORR may have requested.

3.4 Agreed adaptations – Office of Rail and Road's consent

If ORR is satisfied with the agreed requisite adaptations, and it gives a notice of consent to requisite adaptations, they shall have effect as provided for in paragraph 3.8.

3.5 Agreed requisite adaptations – Office of Rail and Road's refusal of consent

If ORR gives notice to the parties that it is not satisfied with any or all of the agreed requisite adaptations, it may:

(a) require the parties again to follow the procedure for negotiating requisite adaptations (with such modifications as to time limits as it specifies), in which case they shall do so; or

(b) determine the requisite adaptations itself.

3.6 Requisite adaptations - failure to agree or submit

If the parties have failed to submit agreed requisite adaptations to ORR for its consent within seven days after the backstop date, it may determine the requisite adaptations itself.

3.7 Notice of determined requisite adaptations

A notice of determined requisite adaptations is a notice:

(a) given by ORR to the parties for the purposes of this paragraph 3 following the failure of the parties to send to ORR within seven days of the backstop date requisite adaptations to which it gives its consent; and

(b) which states the requisite adaptations which ORR has determined should be made using its powers to do so under paragraph 3.5 or 3.6.

3.8 Effect of requisite adaptations

Requisite adaptations established either:

(a) by agreement of the parties and in respect of which ORR has given a notice of consent to requisite adaptations under paragraph 3.4; or

(b) by the determination of ORR under paragraph 3.5 or 3.6 and stated in a notice of determined requisite adaptations,

shall have effect from such date as ORR states in the relevant notice of consent to requisite adaptations or (as the case may be) the relevant notice of determined requisite adaptations.

4 Procedural matters

4.1 More than one notice

More than one modification notice may be given.

4.2 Differences etc as to requisite adaptations

Any difference or question as to whether anything is a requisite adaptation shall be determined by ORR:

(a) on the application of either party; and

(b) in accordance with such procedure (including as to consultation) as ORR may by notice to the parties determine.

4.3 Co-operation and information

If ORR gives notice to either or both of the parties that it requires from either or both of them information in relation to any requisite adaptation or proposed requisite adaptation:

(a) the party of whom the request is made shall provide the requested information promptly and to the standard required by ORR; and

(b) if that party fails timeously to do so, ORR shall be entitled to proceed with its consideration of the matter in question and to reach a decision in relation to it without the information in question and the party in default shall have no grounds for complaint in that respect.

4.4 Office of Rail and Road's criteria

In relation to the negotiation of any requisite adaptation, ORR shall be entitled to:

(a) give to the parties any criteria which it requires to be applied in the negotiations; and

(b) modify the criteria after consultation.

4.5 Procedural modifications

In relation to the procedure in paragraph 3 for the agreement or establishment of requisite adaptations (including the times within which any step or thing requires to be done or achieved):

(a) such procedure may be modified by ORR by a notice of procedural modification given by it to the parties; but

(b) ORR may give a notice of procedural modification only if it is satisfied that it is necessary or expedient to do so in order to promote or achieve the objectives specified in section 4 of the Act or if such a notice is requested by both parties.

4.6 Dates

In this Schedule 10:

(a) where provision is made for a date to be specified or stated by ORR it may, instead of specifying or stating a date, specify or state a method by which a date is to be determined, and references to dates shall be construed accordingly; and

(b) any notice given by ORR which states a date may state different dates for different purposes.

4.7 Requirement for prior consultation

No relevant notice shall have effect unless:

(a) ORR has first consulted the parties and the Secretary of State in relation to the proposed relevant notice in question;

(b) in the consultations referred to in paragraph 4.7(a), ORR has made available to the parties and the Secretary of State such drafts of the proposed relevant notice as it considers are necessary so as properly to inform them of its contents;

(c) ORR has given each party and the Secretary of State the opportunity to make representations in relation to the proposed relevant notice and has taken into account all such representations (other than those which are frivolous or trivial) in making its decision on the relevant notice to be given;

(d) ORR has notified the parties and the Secretary of State as to its conclusions in relation to the relevant notice in question (including by providing to each such person a copy of the text of the proposed relevant notice) and its reasons for those conclusions; and

(e) in effecting the notifications required by paragraph 4.7(d), ORR has treated as confidential any representation (including any submission of written material) which (and to the extent that) the person making the representation, by notice in writing to ORR or by endorsement on the representation of words indicating the confidential nature of such representation, has specified as confidential information.

4.8 Consolidated contract

Not later than 28 days after the giving of the last of:

(a) a modification notice; and

(b) a notice of determined requisite adaptations or a notice of consent to requisite adaptations (as the case may be),

Network Rail shall prepare and send to the Train Operator, ORR and the Secretary of State a copy of this contract as so modified.

4.9 Saving

Nothing in this Schedule 10 affects:

(a) the right of either party to approach and obtain from ORR guidance in relation to the requisite adaptations; or

(b) the right of ORR at any time to effect modifications to either the Network Code under Condition C8 of that code, or the Traction Electricity Rules pursuant to the provisions contained therein.

5 Definitions

In this Schedule 10:

"backstop date"	means the date (being not earlier than 28 days from the date of the modification notice) specified as such in a modification notice (or such later date as may be established under paragraph 3.5(a) or 4.6);
"modification notice"	has the meaning ascribed to it in paragraph 2.1;
"notice of consent to requisite adaptations"	means a notice given by ORR under paragraph 3.4;
"notice of determined requisite adaptations"	has the meaning ascribed to it in paragraph 3.7;
"notice of procedural modification"	means a notice given by ORR to the parties under paragraph 4.5 modifying any aspect of the procedure in this Schedule 10 for the agreement or establishment of requisite adaptations;

“ORR’s criteria”	means the criteria established by ORR for the purposes of the negotiation of requisite adaptations and given to the parties, or modified, under paragraph 4.4;
“relevant notice”	means a modification notice, notice of determined requisite adaptations, notice of procedural modification or notice of modification of ORR’s criteria;
“requisite adaptations”	in relation to specified modifications, means the amendments (including the addition of information) to the provisions in question which are necessary or expedient so as to give full effect to them in the particular circumstances of the case, and “adaptation” shall be construed accordingly; and
“specified”	means specified in a modification notice.

SCHEDULE 11: RELEVANT SCHEDULE 4 AND 8 MODIFICATIONS

1. Automatic effect

1.1 General

This contract shall have effect:

(a) with the Relevant Schedule 4 and 8 Modifications; and

(b) from the date,

specified by ORR in a Notice of Consent or Notice of Determined Relevant Schedule 4 and 8 Modifications.

1.2 Retrospective effect

A Notice of Consent or Notice of Determined Relevant Schedule 4 and 8 Modifications may have retrospective effect.

2. Procedures governing Relevant Schedule 4 and 8 Modifications

2.1 Negotiation of Relevant Schedule 4 and 8 Modifications

In respect of the Relevant Schedule 4 and 8 Modifications:

(a) the parties shall, within 28 days from the Start Date, meet and negotiate and use reasonable endeavours to agree the Relevant Schedule 4 and 8 Modifications;

(b) each party shall ensure that:

(i) such negotiations are conducted in a timely, efficient and economical manner, with appropriate recourse to professional advice; and

(ii) ORR's Criteria are applied in the negotiations;

(c the negotiations shall not continue after the Backstop Date; and

.

2.2 Relevant Schedule 4 and 8 Modifications - failure to agree

If the parties fail to agree the Relevant Schedule 4 and 8 Modifications on or before the Backstop Date:

(a) the matter shall be submitted to arbitration in accordance with Part C of the Access Dispute Resolution Rules; and

(b) Network Rail shall within five Working Days notify ORR in writing of such submission to arbitration.

2.3 Use of the Office of Rail Regulation's Criteria in arbitration

If a matter is referred to arbitration under paragraph 2.2, the arbitrator shall be required by the parties to:

(a) determine the Relevant Schedule 4 and 8 Modifications in accordance with ORR's Criteria and make such orders in his award as he considers necessary to establish the requisite Relevant Schedule 4 and 8 Modifications;

(b) provide reasons for his award; and

(c) state the extent to which and ways in which ORR's Criteria have been applied in determining the Relevant Schedule 4 and 8 Modifications and, in any case where they have not been applied, give the reasons.

2.4 Relevant Schedule 4 and 8 Modifications – notice to the Office of Rail Regulation

Not later than seven days after the Backstop Date or the conclusion of arbitration, as the case may be, the Relevant Schedule 4 and 8 Modifications shall be sent by the parties to ORR for its consent, together with a statement, signed by or on behalf of both parties:

(a) stating the reasons for the Relevant Schedule 4 and 8 Modifications;

(b) stating the extent to which and ways in which ORR's Criteria have been applied in determining the Relevant Schedule 4 and 8 Modifications and, in any case where they have not been applied, the reasons; and

(c) giving such other information as ORR may have requested.

2.5 Relevant Schedule 4 and 8 Modifications – the Office of Rail Regulation's consent

If ORR is satisfied with the Relevant Schedule 4 and 8 Modifications submitted to it pursuant to paragraph 2.4, and it gives a notice to that effect, such modifications shall have effect as provided for in paragraph 1.1.

2.6 Relevant Schedule 4 and 8 Modifications – the Office of Rail Regulation's refusal of consent

If:

(a) the parties fail to submit to ORR for its consent the Relevant Schedule 4 and 8 Modifications in accordance with paragraph 2.4; or

(b) ORR gives notice to the parties that it is not satisfied with any or all of the proposed Relevant Schedule 4 and 8 Modifications,

ORR may:

(i) require the parties again to follow the procedure or any part of the procedure set out in paragraphs 2.1 to 2.4 for agreeing Relevant Schedule 4 and 8 Modifications (with such modifications as to time limits as it specifies), in which case they shall do so; or

(ii) following such consultation with the parties as it considers necessary, determine the Relevant Schedule 4 and 8 Modifications itself and give a notice specifying such Relevant Schedule 4 and 8 Modifications.

2.7 Payment adjustments

(a) Within ten Working Days of the date of any notice referred to in paragraph 1.1, and in order to give effect to the Relevant Schedule 4 and 8 Modifications specified in such notice, Network Rail shall issue to the Train Operator a statement showing the necessary adjustments to the payments already made under Schedule 4 and 8; and

(b) any statement issued by Network Rail under paragraph 2.7(a) shall be accompanied by an adjusting invoice or credit note.

3. Procedural matters

3.1 Co-operation and information

If ORR gives notice to either or both of the parties that it requires from either or both of them information in relation to the Relevant Schedule 4 and 8 Modifications or proposed Relevant Schedule 4 and 8 Modifications:

(a) the party of whom the request is made shall provide the requested information promptly and to the standard required by ORR; and

(b) if that party fails timeously to do so, ORR shall be entitled to proceed with its consideration of the matter in question and to reach a decision in relation to it without the information in question and the party in default shall have no grounds for complaint in that respect.

3.2 The Office of Rail Regulation's Criteria

Any Relevant Schedule 4 and 8 Modifications shall:

(a) ensure that Schedule 4 and 8 will maintain appropriate financial incentives on both parties in relation to Services, such that both parties are encouraged to maintain and improve operational performance, seeking to minimise lateness and cancellations;

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

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

(d) take account, where relevant, of ORR's latest policy statements on the performance regime; and

(e) take account of the duties of ORR under section 4 of the Act.

3.3 Procedural modifications

In relation to the procedure in paragraph 2 for the Relevant Schedule 4 and 8 Modifications (including the times within which any step or thing requires to be done or achieved):

(a) such procedure may be modified by ORR by a Notice of Procedural Modifications; but

(b) ORR may only give a Notice of Procedural Modifications if it is satisfied that it is necessary or expedient to do so in order to promote or achieve the objectives specified in section 4 of the Act or if it is requested by both parties.

3.4 Dates

In this Schedule:

(a) where provision is made for a date to be specified or stated by ORR, it may, instead of specifying or stating a date, specify or state a method by which a date is to be determined, and references to dates shall be construed accordingly; and

(b) any notice given by ORR which states a date may state different dates for different purposes.

3.5 Consolidated contract

Not later than 28 days after the giving of a Notice of Consent or Notice of Determined Relevant Schedule 4 and 8 Modifications, Network Rail shall prepare and send to the Train Operator and ORR a copy of this contract as so modified.

3.6 Saving

Nothing in this Schedule affects the right of either party to approach and obtain from ORR guidance in relation to Relevant Schedule 4 and 8 Modifications.

4. Definitions

In this Schedule 11:

"Backstop Date" means 30th June 2017 (or such later date as may be established under paragraph 2.6 or 3.3);

"Notice of Consent" means a notice given by ORR to the parties under paragraph 2.5;

"Notice of Determined Relevant Schedule 4 and 8 Modifications" means a notice given by ORR to the parties under paragraph 2.6 (b);

"Notice of Procedural Modifications" means a notice given by ORR to the parties under paragraph 3.3 modifying any aspect of the procedures in this Schedule;

"ORR's Criteria" means the criteria set out in paragraph 3.2;

"Relevant Schedule 4 and 8 Modifications" means:

(a) any modifications required to the Monitoring Points and associated weightings, Network Rail Performance Points and Payment Rates and Train Operator Performance Points and Payment Rates in Appendix 1 to Schedule 8 following a review against ORR's Criteria; and

(b) any modifications to any other part of Schedule 4 and 8 of this Contract which are necessary as a consequence of any modifications under paragraph (a);

to reflect the alterations which are necessary or desirable to achieve the objectives set out in ORR's Criteria in the most efficient and economic manner;

"Start Date" Principal Change Date December 2016

IN WITNESS whereof the duly authorised representatives of Network Rail and the Train Operator have executed this contract on the date first above written.

Signed by .....

Print name .....

Duly authorised for and on behalf of
NETWORK RAIL INFRASTRUCTURE LIMITED

Signed by .....

Print name .....

Duly authorised for and on behalf of
NORTHERN RAIL LIMITED

End Notes

(i) First Supplemental Agreement dated 26 March 2016

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Expiry Date or on the earlier termination of the Contract.

Schedule 5 shall be amended as below:

Table 2.1 Passenger Train Slots ED01

An amended table to reflect the correct service description of 15 Sundays in the winter period line of route Newcastle – Whitby 7 Sundays from 3rd Sunday in March until 2nd Sunday in May and subsequently 8 Sundays from 3rd Sunday in September until the last Sunday in October. Please note the amendment to the footnote to reflect these changes.
The table has also been amended to reflect the correct service structure from Whitby – Newcastle on both Saturdays and Sundays.

Table 4.1 Calling patterns ED04

Northern is seeking an additional stop at the new station at Low Moor, as a regular calling pattern on line of route Selby-Wakefield Westgate via Leeds Halifax and Huddersfield and as an additional station line of route York – Blackpool North via Bradford Interchange services to call at Low Moor station from its opening, (date to be confirmed), using the station calls contained in the existing paths.
Table 4.1 is amended to reflect the additional stop.

Table 2.1 Passenger Train Slots ED10

Northern seeks the operation of the following additional Sunday services along the Hope Valley Line of Route Manchester Piccadilly – Sheffield one service in each direction in summer and the period of operation of the summer services is extended up to and including Sunday 30/10/16
Please note the amendment to the footnote to reflect these changes

(ii) Third Supplemental Agreement dated 1 July 2016

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Principal Change Date 2017or on the earlier termination of the Contract.

Schedule 5 shall be amended as below:

Table 2.2 Additional Passenger Train Slots to be added to Service Group ED04 for the additional service Bradford Interchange to Leeds
Additional stations of New Pudsey and Bramley to be added to Table 4.1 of Service Group ED04, Description ED04.6.

(iii) Second Supplemental Agreement dated 1 December 2016

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Expiry Date or on the earlier termination of the Contract.

Schedule 5 shall be amended as below:

> Service Group ED11 Lancashire and Cumbria Inter Urban, Table 2.1 shall be deleted and replaced by new Table 2.1 as set out in the Appendix to this Supplemental Agreement.
>
> Service Group ED11 Lancashire and Cumbria Inter Urban, Table 4.1 shall be deleted and replaced by new Table 4.1 as set out in the Appendix to this Supplemental Agreement.

This is to reflect the remapped services.

Schedule 7 shall be amended as below:

Appendix 7C Default Train Consist Data shall be amended by the inclusion of

12357820	Train movement (s) between Manchester Airport Manchester Victoria Bolton Wigan Preston and Barrow in Furness	1 x Class 185 Diesel Multiple Unit (3 power cars)

12362822	Train movement (s) between Manchester Airport and Blackpool North via Bolton Preston	1 x Class 156 Diesel Multiple Unit (2 power cars)
22361000	Train movement (s) between Lancaster Oxenholme and Windermere	1 x Class 185 Diesel Multiple Unit (3 power cars)

This is to reflect to remapped services.

(iv) Fifth Supplemental Agreement dated 1 December 2016

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Principal Change Date 2017 or on the earlier termination of the Contract.

Schedule 5 shall be amended as below:

Table 2.2 Additional Passenger Train Slots to be deleted and replaced with a new table as set out in the Appendix to the Supplemental Agreement.

This reflects the service starting back from Halifax.

Table 4.1 calling patterns in Service Group ED04 for the service description ED04.6 will be amended with the deletion of “Bradford Interchange” and insertion of “Halifax”

This reflects the service starting back from Halifax

(v) Fourth Supplemental Agreement dated 8 December 2016

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Expiry Date or on the earlier termination of the Contract.

Schedule 1, Paragraph 2 shall be amended as follows:

Delete and replace Paragraph 2 with the following

“The Train Operator’s address for the service of notices is:

Arriva Rail North Limited,

1 Admiral Way,

Doxford International Business Park,

Sunderland, Tyne & Wear,

SR3 3XP

All written notices to be marked: "URGENT: ATTENTION MANAGING DIRECTOR". and copied to:

Performance & Planning Director

Arriva Rail North Limited

Fourth Floor

Northern House

9 Rougier Street

York

YO1 6HZ”

Schedule 4 shall be amended as follows:

The deletion of the words [To be completed subject to Schedule 11] in Annex B to Part 3 of Schedule 4 - Look Up Tables for EBM Weights

Lookup Tables for EBM weights and VTP maps shall be added to Annex B to Part 3 of Schedule 4 as set out in the Appendix to this Supplemental Agreement.

(vi) Sixth Supplemental Agreement dated 10 November 2017

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Expiry Date or on the earlier termination of the Contract.

The amendments shall be applied retrospectively from 1st April 2016

Appendix 1 of Schedule 8 of the Contract shall be deleted in its entirety and replaced with the Appendix 1 as set out to this Supplemental Agreement.

This Supplemental Agreement is in respect of the new services that ARN inherited from FTPE on 1st April 2016 as part of the franchise remapping process.

ARN subsequently created a new service group ED11 to incorporate the services inherited from FTPE and made some minor amendments to ED02 to create an Inter Urban service group.

In line with this, work has been completed with consultants (CH2M) to recalibrate the TOC payment rates post 1st April 2016.

(vii) Seventh Supplemental Agreement dated 11 October 2017

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Expiry Date or on the earlier termination of the Contract.

RETROSPECTIVE EFFECT

Notwithstanding the Effective Date, the amendments specified under sections 4, 6 and 7 of this Supplemental Agreement shall be applied retrospectively from 02:00 on 1st April 2016.

AMENDMENT TO THE CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 4

Annex A to Part 3 of Schedule 4 – Notification Factors, shall be deleted in its entirety and replaced with the Annex A to Part 3 of Schedule 4 as set in Annex 1 of this agreement.

Annex C to Part 3 of Schedule 4 – Payment rate per train mile, shall be deleted in its entirety and replaced with the Annex C to Part 3 of Schedule 4 as set in Annex 2 of this agreement.

Annex D to Part 3 of Schedule 4 – Defined Service Group Revenue, shall be deleted in its entirety and replaced with the Annex D to Part 3 of Schedule 4 as set in Annex 3 of this agreement.

Paragraph 1 of Part 5 of Schedule 4 shall be deleted in its entirety and replaced with the following:

“The Train Operator shall pay or procure the payment to Network Rail of an Access Charge Supplement for Restrictions of Use (ACSRU) in respect of each Period equal to 1/13 of the amount specified below (as indexed in accordance with paragraph 2) in respect of the Relevant Year commencing 1 April in which the first day of the relevant Period falls:

2014-2015	£6,367,341
2015-2016	£7,088,280
2016-2017	£7,411,212
2017-2018	£7,426,143
2018-2019	£7,288,716

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

AMENDMENT TO THE CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 5

Paragraph 2.9 of Schedule 5 shall be deleted in its entirety and replaced with the following:

"Subject to prior agreement with Network Rail, the Train Operator shall be entitled to operate Services on 25 and 26 December in any year. Any prior agreement shall be subject to paying for Network Rail's reasonable costs for providing such access. "

a). In Schedule 5 Table 2.1 of the Contract Service Group ED01 Tyne, Tees and Wear, shall be deleted in its entirety and replaced with the version set out in Annex 4.

b). In Schedule 5 Table 2.1 of the Contract Service Group ED02 Lancashire and Cumbria, shall be deleted in its entirety and replaced with the version set out in Annex 5.

c). In Schedule 5 Table 2.1 of the Contract Service Group ED04 West and North Yorkshire Inter Urban, shall be deleted in its entirety and replaced with the version set out in Annex 6.

d). In Schedule 5 Table 2.2 of the Contract Service Group ED04 West and North Yorkshire Inter Urban, shall be deleted in its entirety and replaced with the version set out in Annex 7

e). In Schedule 5 Table 4.1 of the Contract Service Group ED04 West and North Yorkshire Inter Urban, shall be deleted in its entirety and replaced with the version set out in Annex 8

f). In Schedule 5 Table 2.1 of the Contract Service Group ED05 West and North Yorkshire Local, shall be deleted in its entirety and replaced with the version set out in Annex 9.

g). In Schedule 5 Table 4.1 of the Contract Service Group ED05 West and North Yorkshire Local, shall be deleted in its entirety and replaced with the version set out in Annex 10.

h). In Schedule 5 Table 2.1 of the Contract Service Group ED07 South and East Yorkshire Local, shall be deleted in its entirety and replaced with the version set out in Annex 11

i). In Schedule 5 Table 4.1 of the Contract Service Group ED07 South and East Yorkshire Local, shall be deleted in its entirety and replaced with the version set out in Annex 12

k). In Schedule 5 Table 2.1 of the Contract Service Group ED08 North Manchester, shall be deleted in its entirety and replaced with the version set out in Annex 13

l). In Schedule 5 Table 2.1 of the Contract Service Group ED09 Merseyrail city Lines, shall be deleted in its entirety and replaced with the version set out in Annex 14.

m). In Schedule 5 Table 4.1 of the Contract Service Group ED09 Merseyrail City Lines, shall be deleted in its entirety and replaced with the version set out in Annex 15.

AMENDMENT TO THE CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 7

The definition of "Schedule of Fixed Charges" within Schedule 7 of the Contract shall be deleted in its entirety and replaced with:

"Schedule of Fixed Charges means:

(a) For the financial years

2014-2015 and

2015-2016

the document entitled "Schedule of Fixed Charges" published by Network Rail on or about 20 December 2013; and

(b) For the financial years:

2016-2017	£19,628,054
2017-2018	£23,286,170
2018-2019	£48,664,187

(£, in 2012/13 prices);

AMENDMENT TO THE CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 8

Annex 3 to Schedule 8 – SPP Threshold, shall be deleted in its entirety and replaced with the Annex 3 to Schedule 8 as set out in Annex 16 of this agreement.

(viii) Tenth Supplemental Agreement dated 8 May 2018

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Expiry Date or on the earlier termination of the Contract. (0200 on the Subsidiary Change Date 2018)

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) **General Approval** 2009.

AMENDMENT TO THE CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 5

a). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED02 Lancashire and Cumbria shall be inserted as set out by the version in Annex 1.

b). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED04 West and North Yorkshire Inter Urban shall be inserted as set out by the version in Annex 2.

c). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED05 West and North Yorkshire Local shall be inserted as set out by the version in Annex 3.

d). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED06 South and East Yorkshire Inter Urban shall be inserted as set out by the version in Annex 4.

e). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED08 North Manchester shall be inserted as set out by the version in Annex 5.

f). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED09 Merseyrail City Lines shall be inserted as set out by the version in Annex 6.

g). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED10 South Manchester shall be inserted as set out by the version in Annex 7.

h). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED11 Lancashire and Cumbria Inter Urban shall be inserted as set out by the version in Annex 8.

i). ‘Class 769 EDMU’ shall be added to the Specified Equipment under paragraph 5.1 (a) of Schedule 5.

j). ‘Class 195 DMU’ shall be added to the Specified Equipment under paragraph 5.1 (a) of Schedule 5.

k). ‘Class 331 EMU’ shall be added to the Specified Equipment under paragraph 5.1 (a) of Schedule 5.

(ix) Ninth Supplemental Agreement dated 17 May 2018

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on 0200 on the Expiry Date or on the earlier termination of the Contract. (0200 on the Subsidiary Change Date 2018)

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) **General Approval** 2009.

AMENDMENT TO THE CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 5

In Schedule 5 of the Contract, in the section relating to Service Group ED04 - West and North Yorkshire Inter Urban, the Table 2.2 Additional Passenger Train Slots as set out in Annex 1 to this supplemental agreement shall be deleted and replaced with the new Table 2.2 as set out in Annex 2 to this supplemental agreement.

This relates to the 2 x Leeds - Hebden Bridge and return peak services

(x) Eleventh Supplemental Agreement dated 18 May 2018

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

This Supplemental Agreement is entered into pursuant to the Passenger Access (Short Term Timetable and Miscellaneous Changes) **General Approval** 2009.

AMENDMENT TO CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 8

Appendix 1 of Schedule 8 will be deleted and replaced with the version set out in Annex 1 to this Supplemental Agreement.

(xi) Fourteenth Supplemental Agreement dated 19 November 2018

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

This is relating to Schedule 4 which shall be amended as follows:

Annex B to Part 3 of Schedule 4 – lookup Table for EBM weights shall be deleted and replaced by Annex B to Part 3 of Schedule 4 – lookup Table for EBM weights.

(xii) Twelfth Supplemental Agreement dated 4 December 2018

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

AMENDMENT TO THE CONTRACT TO REFLECT THE CHANGES TO SCHEDULE 5

This is a roll over of Contingent Rights which are contained in Table 2.2 of Schedule 5, from May 2018 to December 2018 in Service Groups ED02, ED04, ED05, ED06, ED08, ED09, ED10 and ED11.

These rights will expire and fall away in the Subsidiary Change date 2019.

In Schedule 5 Table 2.1 Passenger Train Slots for the Service Group ED01 Tyne, Tees and Wear, the two footnotes stating:

> '4 Rights introduced via the 7th STAA that interface with the East Coast Main Line shall expire Subsidiary Change Date 2019.'
>
> Shall be deleted and replaced with the following:
>
> '4 Rights introduced via the 7th STAA that interface with the East Coast Main Line shall expire Subsidiary Change Date 2020.'

In Schedule 5 Table 2.1 Passenger Train Slots for the Service Group ED05 West and North Yorkshire Local the footnote stating:

> '4 Rights introduced via the 7th STAA that interface with the East Coast Main Line shall expire Subsidiary Change Date 2019.'
>
> Shall be deleted and replaced with the following:
>
> '4 Rights introduced via the 7th STAA that interface with the East Coast Main Line shall expire Subsidiary Change Date 2020.'

(xiii) Fifteenth Supplemental Agreement dated 2 January 2019

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

This is relating to amendments to the Track Access Contract (Passenger Services) dated 3 March 2016 – Interim treatment of the 2018 Periodic Review.

(xiv) Seventeenth Supplemental Agreement dated 21 March 2019

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

This is relating to changes in respect of the 2018 Periodic Review.

(xv) Sixteenth Supplemental Agreement dated 16 May 2019

The Amendments to the Contract pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

This is relating to the relevant changes to the May 2019 timetable including:

Amend Tables 2.1, 2.2 and 4.1 of Schedule 5, and 7C of Schedule 7 Default Consist Data to support ARN's May 2019 timetable changes, including changes to quantum, calling patterns and timing loads.

The amendments to Table 2.2 are in relation to capacity on the Castlefield corridor, East Coast Main Line and performance concerns around Leeds.

(xvi) Twenty First Supplemental Agreement dated 21 June 2019

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

The Contract shall be amended as follows:

3.1 In clause 9.11 of Part 2 (Track Charges) of Schedule 7 (Track Charges and Other Payments) of the Contract, replace the wording with:

"In the case of a supplement to the Traction Electricity Modelled Consumption Rates List, the supplement shall have effect from such date as ORR shall determine by notice to the parties, provided that such date shall not be a date falling prior to the start of the Relevant Year in which ORR consented to or determined the supplement, except in the case of modelled consumption rates for Class 331 vehicles consented to by ORR in June 2019 which shall have effect for the Relevant Year that commenced on 1 April 2018."

(xvii) Twenty Second Supplemental Agreement dated 11 September 2019

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.
The Contract shall be amended as follows:
In Table 4.1 of Schedule 5, for Service Group ED09 Merseyrail City Lines "Warrington West" shall be inserted in the "additional stations" column of the rows with the Description "ED09.5.1" and "ED09.5.2".

(xviii) Twenty Third Supplemental Agreement dated 12 November 2019

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.
This is relating to Schedule 4 which shall be amended as follows:
Annex B to Part 3 of Schedule 4 – lookup Table for EBM weights shall be deleted and replaced by Annex B to Part 3 of Schedule 4 – lookup Table for EBM weights as set out as an Appendix to this Supplemental Agreement.

(xix) Eighteenth Supplemental Agreement dated 12 November 2019

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date. The amendments in Paragraph 3.1 (f), (n), (p) shall cease to have effect in the Subsidiary Change Date 2020 or on earlier termination of the Contract. The amendments in Paragraph 3.1 (f) shall cease to have effect on the Principal Change Date 2020 or on the earlier termination of the Contract. The amendments in Paragraph 3.1(b), (i) & (k) shall cease to have effect on the Subsidiary Change date 2021 or on the earlier termination of the Contract. The amendments made in all other clauses of Paragraph 3.1 shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

The Contract shall be amended as follows:

a) Table 2.1 for Service Group ED01 Tyne, Tees and Wear, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 1.

b) Table 2.2 for Service Group ED01 Tyne, Tees and Wear, of Schedule 5 of the Contract shall be inserted as set out by the version in Annex 2.

c) Table 4.1 for Service Group ED01 Tyne, Tees and Wear, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 4.1 in Annex 3.

d) Table 2.1 for Service Group ED02 Lancashire and Cumbria, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 4.

e) Table 2.1 for Service Group ED04 West and North Yorkshire Inter Urban, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 5.

f) Table 2.2 for Service Group ED04 West and North Yorkshire Inter Urban, of Schedule 5 of the Contract to be added in Annex 6.

g) Table 4.1 for Service Group ED04 West and North Yorkshire Inter Urban, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 4.1 in Annex 7.

h) Table 2.1 for Service Group ED05 West and North Yorkshire Local, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 8.

i) In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED05 West and North Yorkshire Local the footnote stating:

"1. Rights shall expire on the Subsidiary Change Date 2020"

shall be deleted and replaced with the following:

" 1. Rights shall expire on the Subsidiary Change Date 2021".

j) Table 2.1 for Service Group ED06 South and East Yorkshire Inter Urban, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 9.

k) In Schedule 5 Table 2.2 Additional Passenger Train Slots for the ED06 South and East Yorkshire Inter Urban the footnote stating:

"1. Rights shall expire on Subsidiary Change Date 2020"

shall be deleted and replaced with the following:

"1. Rights shall expire on the Subsidiary Change Date 2021".

l) Table 4.1 for Service Group ED06 South and East Yorkshire Inter Urban, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 4.1 in Annex 10.

m) Table 2.1 for Service Group ED08 North Manchester, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 11.

n) In Schedule 5 Table 2.2 Additional Passenger Train Slots for the service Group ED09 Merseyrail City Lines the footnote stating:

"1. Rights shall expire on the Principal Change Date 2019"

shall be deleted and replaced with the following:

"1. Rights shall expire on the Subsidiary Change Date 2020".

o) Table 2.1 for Service Group ED10 South Manchester, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 12.

p) In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED11 Lancashire and Cumbria Inter Urban the footnote stating:

"1. Rights shall expire on the Principal Change Date 2019"

shall be deleted and replaced with the following:

"1. Rights shall expire on the Subsidiary Change Date 2020".

Some rights introduced under this Supplemental Agreement (those between Middlesbrough and Whitby) were not included in the industry consultation, however, they were consulted upon separately as the Nineteenth and Twenty Fourth

Supplemental Agreements. This was because, at the time of consultation for the Eighteenth Supplemental Agreement, agreement had not been reached between the parties for these services. They are now agreed and included here. The relevant rights are:

From the Nineteenth Supplemental Agreement: Additional quantum of 1 per day Middlesbrough – Whitby.

From the Twenty Fourth Supplemental Agreement: Additional quantum of 1 per day Middlesbrough – Whitby.

(xx) Twenty Sixth Supplemental Agreement dated 04 February 2020

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

Notwithstanding the Effective Date, the amendments shall be applied retrospectively from 02:00 on 15 December 2019.

The Contract shall be amended as follows:

The Appendix 1 of Schedule 8 of the Contract shall be deleted in its entirety and replaced by Appendix 1 of Schedule 8 of the Contract as set out as an Annex to this Supplemental Agreement.

(xxi) Twenty Ninth Supplemental Agreement dated 19 April 2020

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract.

Table 2.1 for Service Group ED08 North Manchester, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 1 as set out in this Supplemental Agreement.

(xxii) Twenty Fifth Supplemental Agreement dated 05 May 2020

The amendments to the Contract made pursuant to this Supplemental Agreement shall have effect from the Effective Date and shall cease to have effect on the Expiry Date or on the earlier termination of the Contract. The amendments in (g), (j), (k) shall cease to have effect on the Principal Change Date 2020 or on the earlier termination of the Contract. The amendments in (b) shall cease to have effect on the Subsidiary Change Date 2021 or on the earlier termination of the Contract.

The contract shall be amended as follows:

a). Table 2.1 for Service Group ED01 Tyne, Tees and Wear, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 1.

b). Table 2.2 for Service Group ED01 Tyne, Tees and Wear, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.2 in Annex 2

c). Table 4.1 for Service Group ED01 Tyne, Tees and Wear, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 4.1 in Annex 3.

d). Table 2.1 for Service Group ED02 Lancashire and Cumbria, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 4.

e). Table 4.1 for Service Group ED02 Lancashire and Cumbria, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 4.1 in Annex 5.

f). Table 2.1 for Service Group ED04 West and North Yorkshire Inter Urban, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 6

g). Table 2.2 for Service Group ED04 West and North Yorkshire Inter Urban, of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.2 in Annex 7

h). Table 2.1 for Service Group ED07 South and East Yorkshire Local of Schedule 5 of the Contract shall be deleted in its entirety and replaced by the Table 2.1 in Annex 8

i). Table 2.2 for Service Group ED07 South and East Yorkshire Local of Schedule 5 of the Contract shall be deleted in its entirety

j). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the service Group ED09 Merseyrail City Lines the footnote stating:

‘1. Rights shall expire on the Subsidiary change date 2020’ shall be deleted and replaced with the following:

‘1. Rights shall expire on the Principal change date 2020’

k). In Schedule 5 Table 2.2 Additional Passenger Train Slots for the Service Group ED11 Lancashire and Cumbria Inter Urban the footnote stating:

‘1. Rights shall expire on the Subsidiary change date 2020’ shall be deleted and replaced with the following:

‘1. Rights shall expire on the Principal change date 2020’.