

## RAILWAYS ACT 1993

### FINAL ORDER - RAILTRACK PLC

Under section 55 of the Railways Act 1993, I hereby make the following order in respect of Railtrack PLC of Railtrack House, Euston Square, London NW1 2EE.

#### The obligation

1. In order to comply with Condition 7 (Stewardship of the Licence Holder's Network) of its network licence, Railtrack shall, with due efficiency and economy and in a timely manner, including in all respects with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced infrastructure controller and infrastructure operator:

- (a) on or before 22 May 2000, prepare and provide to the Regulator:
  - (i) a specimen timetable demonstrating the capacity that will be provided after the Specified Works have been completed;
  - (ii) draft Rules of the Plan which Railtrack considers it would be necessary to propose in accordance with the Railtrack Track Access Conditions to enable the specimen timetable to be operated to provide the capacity referred to in paragraph 1(a)(i);
  - (iii) a statement of the difference between the capacity that will be provided as demonstrated by the timetable referred to in paragraph 1(a)(i) and the capacity which would be required to meet the capacity commitments, as the latter has been modified by changes in capacity requirements which, on or before the date this order is made, Railtrack has agreed with the relevant train operator or funder, together with the relevant documentation which evidences that agreement;
  - (iv) a statement of the reasons why the capacity difference referred to in paragraph 1(a)(iii) no longer represents the reasonable requirements of train operators or funders; and
  - (v) a statement of the infrastructure and other works necessary to meet the differences in capacity referred to in paragraph 1(a)(iii) (in sufficient detail to establish the nature and extent of the works required);
- (b) on or before 22 May 2000, prepare and provide to the Regulator the strategic review in respect of each of the areas specified in sub-paragraphs (ii), (iii) and (iv) of paragraph 3 of the Undertakings in sufficient detail to establish that it

has fulfilled the requirements of the Undertakings (other than as to timing contained in paragraph 4 of the Undertakings) in respect of the stated requirements of train operators and funders and specific modifications to the network (if any) already specified by any of them, in each case:

- (i) stating the assumptions it has made in preparing the review, and using its best judgement to ensure that those assumptions are both reasonable and consistent;
  - (ii) specifying those modifications to the network or to the manner of operation of the network which Railtrack and the relevant train operator and funder have agreed are necessary to meet their stated requirements together with, in respect to each modification to the network, a costed specification;
  - (iii) summarising those modifications which Railtrack and the relevant train operator and funder have agreed are unnecessary or otherwise inappropriate to meet those stated requirements; and
  - (iv) where modifications to the network or the manner of operation of the network are considered by a relevant party to be necessary or unnecessary to meet stated requirements but Railtrack and the relevant train operator and funder have not so agreed, specifying the modifications so considered by the parties in question, the reasons for their failure to agree on them and the actions proposed to reach agreement, and a costed specification of each modification to the network so considered;
- (c) ensure that a costed specification provided to the Regulator in accordance with paragraph 1(b) is accompanied by an unqualified certificate given by the independent risk assessor stating that the specification in question has been prepared in accordance with Railtrack's line standard for project management procedure and achieves the required probability value.

2.(1) For the purposes of paragraph 1(b), a modification may be treated as agreed notwithstanding the fact that the method of funding the relevant works has not been agreed.

(2) Where Railtrack is required to use the stated requirements of an operator or funder, or the stated preferred route of an operator, to comply with this order, but those requirements or preferred routes have not been not communicated to Railtrack by 17 December 1999, or where any such communications do not provide sufficient information to enable Railtrack to comply with this order, Railtrack shall use reasonable estimates of those requirements or preferred routes, such estimates being based on Railtrack's best judgement using all relevant information available to it.

(3) A specimen timetable prepared for the purposes of this order shall be accompanied by a statement explaining how that timetable provides for a standard of operational performance which meets the reasonable requirements of train operators and funders.

3. Railtrack shall:

- (a) within 21 days of the dates specified in sub-paragraphs (a) and (b) of paragraph 1, or such later dates as the Regulator may specify:
  - (i) publish (except to the extent that such publication would or might, in the opinion of the Regulator, seriously and prejudicially affect the interests of any person) the information referred to in each of the sub-paragraphs (a) and (b) of paragraph 1 on its website;
  - (ii) provide (free of charge) a copy of that information to the following persons:
    - (aa) each train operator providing passenger or non passenger services on the West Coast Main Line;
    - (bb) the Franchising Director; and
    - (cc) any Passenger Transport Executive having an interest in passenger services provided on the West Coast Main Line; and
- (b) provide (free of charge) a copy of that information to any local authority or organisation having a material interest in passenger or non-passenger services provided on the West Coast Main Line, not later than 5 days after receiving from that person a request for a copy or the date it is published in accordance with paragraph 3(a), whichever is the later.

#### **Independent risk assessor**

4. For the purpose of complying with paragraph 1(c), Railtrack shall timeously provide the independent risk assessor with such information, and to such standard, as he requires to enable him to give the required certification.

#### **Definitions**

5. In this order:

"ancillary movements" means those ancillary movements which Railtrack assess will be required so that a specimen timetable prepared for the purposes of this order

provides for a standard of operational performance which meets the reasonable requirements of train operators and funders;

"capacity commitments" means the provision of the capacity specified in paragraph 1 of the Undertakings;

"costed specification" means an estimate:

- (i) based on a specification of the relevant works prepared in sufficient detail to demonstrate the nature of the works required;
- (ii) which uses a quantitative risk model complying with Railtrack's line standard for project management procedure and achieves the required probability value; and
- (iii) prepared to pre-feasibility level and in accordance with the highest practicable standards and on the basis of the best information available or reasonably obtainable of the cost of carrying out the works required to effect a modification in a timely, economic and efficient manner and in accordance with best practice;

"independent risk assessor" means the risk assessor appointed for the purpose of producing the certificates referred to in paragraph 1(c);

"line standard for project management procedure" means the procedure set out in the document published by Railtrack, having the title "Project Risk Management" and the reference number RT/PCM/CM/005, and being issue 3 dated 12 February 1999;

"pre-feasibility level" means a level of estimate for which the project remit has been defined, unit rates have been specified and approximate quantities established;

"Railtrack" means Railtrack PLC;

"required probability value" means 80% or such lower value as the Regulator specifies by notice to Railtrack as being sufficient;

"Rules of the Plan" has the same meaning as in the Railtrack Track Access Conditions incorporated in track access contracts to which Railtrack is a party and shall include, based on Railtrack's best judgement, proposed sectional running times covering the characteristics of the main types of new and existing rolling stock reasonably expected to be operated following implementation of the Specified Works, proposed headways, and proposed junction, station and engineering time allowances, and stating the assumptions and allowances for performance made by Railtrack;

"Specified Works" means those works specified in the document entitled "Functional Specification in respect of the West Coast Route Modernisation (Issue Formal 2)" dated 16 April 1999 and works necessary to provide two extra fast line platforms at Watford Junction, two additional tracks between Tamworth and Lichfield, an additional crossover at the south end of Northampton Station and an additional track across a flyover at the north end of the layout at Nuneaton;

"specimen timetable" means a working timetable for a typical weekday and accommodating the service characteristics, mixes of traffic, ancillary movements, platform movements and haulage modes forecast by Railtrack using its best judgement and having full and proper regard to information provided by train operators and to the reasonable requirements of train operators and funders:

- (i) providing for all movements on a 24-hour basis for each of the following route sections: London (Euston) to Rugby via Weedon and Northampton; Rugby to Birmingham New Street via Coventry; and Rugby to Stafford (via Nuneaton);
- (ii) on a 24-hour basis for freight movements along the whole of the West Coast Main Line (as well as the paths which use the sections Rugby to Stechford to Bescot, Nuneaton to Bescot/Lawley Street, and Bescot/Lawley Street to Stafford); and
- (iii) containing a standard hour timetable for all movements during off-peak hours (between 11.00 and 15.00 hours) for the following route sections: Stafford to Crewe; Crewe to Manchester (Piccadilly) via Cheadle Hulme; and Crewe to Glasgow (Central),

and demonstrating in all cases that services which do not run on each weekday can be accommodated on the days on which they run;

"Undertakings" means Annex A of the document entitled "The Regulator's Conclusions on the Proposed Tenth Supplemental Agreement between Railtrack PLC and West Coast Trains Limited (the "PUG 2 Agreement")" published by the Regulator on 8 June 1998; and

"West Coast Main Line" means the following route sections:

- (i) London (Euston) to Manchester (Piccadilly), via Weedon and Northampton, Rugby, Nuneaton, Stafford, Crewe and Cheadle Hulme;
- (ii) Rugby to Stafford, via Coventry, Birmingham New Street and Wolverhampton;
- (iii) Colwich Junction to Cheadle Hulme, via Stone and Stoke-on-Trent;

- (iv) Norton Bridge to Stone;
  - (v) Crewe to Glasgow (Central), via Weaver Junction, Wigan North Western, Penrith, Carlisle, Carstairs, Motherwell, Uddingston and Larkfield Junction; and
  - (vi) Weaver Junction to Liverpool (Lime Street), via Runcorn.
6. In this order (unless the context otherwise requires):
- (a) references to paragraphs are to paragraphs of this order;
  - (b) paragraph headings are for convenience of reference only and do not form part of, and shall neither affect nor be used in the construction of, this order;
  - (c) terms and expressions defined in the Railways Act 1993 or Railtrack's network licence shall have the same meanings in this order; and
  - (d) "stated", in relation to the requirements of an operator or funder or the preferred route of an operator, means communicated to Railtrack prior to 17 December 1999.

**Effective Date**

7. This order shall take effect on 5 May 2000.

**TOM WINSOR**  
**Rail Regulator**

**4 May 2000**