

Great **North Eastern** Railway

8 August 2001

Paul Carey
Access Executive
Office of the Rail Regulator
138 - 142 Holborn
London
EC1N 2TQ

Your Ref
Our Ref

Dear Paul

Model Clauses for Track Access Agreements

Thank you for the opportunity to respond to this document. Before responding we wished to see the final version of the ATOC response.

GNER is broadly supportive of the ATOC response and in conjunction with that response wishes to make the following comments:

Schedule 5

We are very concerned that a TOC should have a firm right to a maximum journey time. There is a clear relationship between Franchise commitments and quantum of rolling stock. Should the maximum journey time be eroded then the Franchise commitment may become undeliverable. There is a risk that an InterCity TOC could not procure additional rolling stock to correct this.

We do not agree that there should be a direct link between access rights and PSR's. (Paragraphs 2.23, 2.24 of the ATOC response). Delivery of the PSR is indirectly already covered in the Decision Criteria. The detail of the existing PSR can be traced back in some cases to 1974 and decisions then may not be appropriate now. Whilst this consultation process is not the correct place to challenge the PSR, GNER would not wish to see delivery of the current PSR becoming a constraint on efficient allocation of capacity

Changes of Rights over Time

GNER supports the Regulators concept of Permanent mandatory removal of rights. However GNER would wish to see additional safeguards. It is our view that this process should be initiated by a TOC or by Railtrack on a TOC's behalf and not unilaterally by Railtrack. We are also of the view that before a TOC should initiate such action it should have the support of the SRA. In terms of compensation GNER believes the loss of profit stream to be the appropriate methodology.

Adrian Caltieri