



Stephen Williams
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Your Ref:
Our Ref: WRH/KW/IP318
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31st August 2000

Dear Mr. Williams,

Re: Model Clauses Consultation
Information Provisions

I refer to the above document on which you have requested comments by 31st August and detail Nexus's comments below. The reply prepared by West Yorkshire PTE (Metro) on behalf of all PTEs is also supported.

1. **Commercial Purpose**

The inclusion of a general Commercial Purpose Clause is reasonable and I have no comments to make on this.

2. **Tabular Access Rights**

The provision of the proposed data on train slots, calling patterns, first and last trains etc. is important and welcomed. With regard to this information, most will be a continuation of existing rights. Wherever changes occur these should be fully discussed with a PTE if they occur in a PTEs area. The Use It or Lose It proposals are sensible. Nexus does intend to use the additional paths made available between Newcastle and Sunderland following the introduction of Metro services. However, we are comforted by the clause stating that "Rights relating to any enhancement project which an operator has paid for should not be lost under these use it or lose it provisions as the extension is being funded by the Tyne and Wear Passenger Transport Authority. The recommendation that Railtrack prepare an action plan to improve the assessment of the effect of new access rights on existing operators and the access register which would show all access rights including those currently not in the public domain will greatly assist in planning new services.

3. **Output Statements**

I am disappointed that no rights in respect of local output statements are to be given to funders who are not access beneficiaries. Rights will have to be enforced through any separate funding agreement.

4. **Liabilities**

Nexus agrees that this area requires attention and agrees with the Regulator that unlimited and potentially very substantial liability for losses is not in the interests of the industry or its funders. The facilitating of a contractual remedy of specific performance is also welcomed.

Yours sincerely,

W.R. HARBOTTLE

Technical Finance Manager