
Rail Freight Group

6 Buckingham Gate, London SW1E 6JP, Tel 020 7630 8613, fax 020 7630 8614
email james@rfg.org.uk, website www.rfg.org.uk

Paul Carey
Office of the Rail Regulator
1 Waterhouse Square
138-142 Holborn
LONDON
EC1N 2TQ

29 August 2000

yr: mag.cart

Dear Mr Carey,

Lord Berkeley has asked me to reply on behalf of the Rail Freight Group to Michael Beswick's letter of 25 July seeking comments on your proposed model clauses for track access agreements.

We are limiting our comments to the principal issues. These, in our view, are (with your chapter numbers):

- 2 Commercial Purpose: The model provided in Annex 2 would require significant adaptation to be a useful addition to a freight track access contract, and should not be used as a backstop for inadequate definition of other components of the contract. It must take account of the possibility that the contract may be between a party other than a freight operating company and Railtrack. Para 4.2 (e) is particularly unlikely to be relevant to freight contracts.
- 3 Access Rights: For freight operators, protection of journey times is essential both to meet freight transporters' requirements and for efficient resource utilisation. While accepting that rights should remain subject to Rules of the Route and Plan, consultation over proposed changes in these Rules must include a much wider range of actual and potential freight users, not just existing freight train operators. Without this, a freight terminal or industrial development could be planned assuming access to the railway network, only to find that such access was unavailable at the required times, without the developer or owner of the facility being involved in discussion on the planned change. We would wish to discuss further with you (you propose a workshop) how such consultation in the wider interest of freight users could be conducted. 'Use it or Lose it' would not be acceptable in all freight contracts, for example those providing for services to industrial customers whose activities require only intermittently rail transport.
- 4 Output Statements: It is inappropriate to apply 'local' output statements to freight contracts which can cover many localities and cross many passenger routes. Again, consultation on such output statements must embrace potential as well as current freight users of routes, and not just be limited to freight operating companies. It may be that you would wish to include the process for their production and consultation in the agenda for the Rules of the Route and Plan workshop.

- 5 Network Change: Involvement of the wider freight community at phase 2 of the Part G process is again essential.
- 6 Liabilities: The operation of the freight market will clearly be improved, with more flexibility and entry to the market, if liabilities can be limited in ways acceptable to Railtrack and more similar to those faced by users of road transport.
- 7 Implementation: We would like to discuss with you in due course your proposals for specific model clauses for freight access agreements.
- 7 Network Code: We see no advantage in the semantic renaming of the Track Access Conditions, which has become a recognised term within the industry. Continuation of this title would give some continuity of understanding, and reduce the confusion of further change.

These comments are being sent initially by email. A paper copy will follow.

Yours sincerely

James Mackay