



Our ref: RAIL/JLD/LH/703

Contact: Mr Julian Daley

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Mr Michael Dawson
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Dear Mr Dawson

MODEL CLAUSES FOR PASSENGER TRACK ACCESS CONTRACTS: FINAL POLICY CONCLUSIONS

Thank you for advising Merseytravel of the Regulator's final policy conclusions on the form and content of the model passenger track access agreement. Merseytravel has some comments on the detailed drafting of the Model Passenger Track Access Contract contained in Annex 2. These result in part from the work currently in progress to draft a revised Track Access Agreement for the replacement Merseyrail Electrics Franchise, which I anticipate will be submitted to the Regulator shortly. Comments on Annex 2 are:-

1. Clause 15.2

Entitlement to divulge confidential information. This must include an entitlement to divulge confidential information to a PTE in respect of services sponsored or funded by said PTE. For the Merseyrail Electrics franchise, it must additionally recognise that Merseytravel is to assume many of the powers and functions of the SRA, and will need to receive information on a similar basis to that applying to the SRA in respect of other operators of franchised passenger services.

2. Schedule 5, Table 3.1

This table should make clear provision for services to be flexed within a range rather than a maximum (+/- minutes). As written, it implies that flexing within a range (e.g. -1 to +5 minutes) is not permitted, but that only a flex of the same number of minutes either side of the bid time can be accommodated (e.g. +/-2 minutes). There are circumstances where additional positive flex would be appropriate, in particular to facilitate the provision of connecting services.

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- 2 -

3. Schedule 5, Table 3.3

This table could usefully make provision for specification of first trains to arrive no later than a fixed time at their destination, and for last trains to arrive no earlier than a fixed time at their destination. The specification of first trains, in particular, is often based on a passenger requirement for an early arrival at a destination at a specific time, or an early arrival making connections with long distance services. This issue arose in the drafting of the new Merseyrail Electrics agreement.

I hope these comments are of assistance to you. Should further issues become apparent during the drafting of the revised Track Access Agreement for the replacement Merseyrail Electrics franchise, I will bring them to your attention.

Yours sincerely

Neil Scales
Chief Executive & Director General