

**APPLICATION TO THE OFFICE OF RAIL REGULATION FOR
APPROVAL OF A PASSENGER TRACK ACCESS CONTRACT
UNDER SECTION 18 OF THE RAILWAYS ACT 1993**

1. Introduction

This form should be used to apply to the Office of Rail Regulation (ORR) for directions under section 18 of the Railways Act 1993 for a new track access contract. Section 18 provides for ORR to approve track access contracts between those seeking the right to use a railway facility, and the facility owner, when both parties have agreed the terms of the contract.

The form sets out ORR's standard information requirements for considering such applications. It cross-refers throughout to ORR's published document on its criteria and procedures for the approval of access contracts¹. That document explains the process and timing for ORR's consideration of access applications and discusses the issues that ORR will need to consider. Applicants should use the published model passenger track access contract as their starting point when drafting the contract they would like². Applicants are strongly encouraged to read our criteria document before making an application. Cross-references to this document have been included on this form.

It is very important that the application is made in good time and prospective applicants are strongly advised to read (and if necessary take advice on) the procedures which are laid out in the Railways Act 1993 and ORR's published guidance in this respect.

The track access team at ORR will be happy to discuss prospective applications. Applicants are strongly encouraged to contact the Office at an early stage, preferably before making an application, to discuss their likely requirements. Contact details are shown at the foot of this form.

A copy of this form, and of ORR's model passenger track access contract, can be accessed electronically and downloaded via the ORR website (www.rail-reg.gov.uk).

2. The application

2.1 Title of proposed contract:

TRACK ACCESS CONTRACT (PASSENGER SERVICES) between
NETWORK RAIL INFRASTRUCTURE LIMITED and FIRST GREATER WESTERN LIMITED

2.2 Contact details (*Company and named individual for queries*):

¹ *Criteria and procedures for the approval of passenger track access contracts: fourth edition*, Office of Rail Regulation, May 2006 available at <http://www.rail-reg.gov.uk/server/show/nav.202>

² This is available at <http://www.rail-reg.gov.uk/server/show/nav.202>

<u>Facility Owner</u>		<u>Beneficiary</u>	
Company:	Network Rail Infrastructure Ltd.	Company:	First Greater Western Ltd.
Contact individual:	Richard Cole	Contact Individual:	Robert Holder
Job title:	Route Commercial Manager	Job title:	Track Access Manager
Address:	3 rd Floor, 125 House 1 Gloucester Street Swindon, SN1 1GW	Address:	Milford House 1 Milford Street Swindon SN1 1HL
Telephone number:	01793 499226	Telephone number:	01793 499544
Fax number:	01793 515838	Fax number:	01793 499451
E-mail address	richard.c.cole@networkrail.co.uk	E-mail address:	robert.holder@firstgroup.com

Criteria document para(s)

2.3 Licence and Railway Safety Case/Certificate Please state whether the beneficiary intends to operate the services itself or have them operated on its behalf

3.9-3.14

Please state whether the proposed operator of the services (a) holds a valid train operating licence under section 8 of the Railways Act 1993 or an exemption under section 7, and (b) has an accepted Railway Safety Case under the Railways (Safety Case) Regulations 2000 or a Safety Certificate under the Railways and Other Guided Transport Systems (Safety) Regulations 2006. If the answer to (a) or (b) is no, please state the point which that person has reached in its obtaining of the licence or exemption and Railway Safety Case/Certificate (as the case may be)

First Greater Western Ltd. (FGW) intends to operate the services itself and holds a valid train operating licence under section 8 of the Railways Act 1993 and has an accepted Railway Safety Case under the Railways (Safety Case) Regulations 2000.

3. The proposed contract

3.1 Executive summary Please provide an executive summary of the proposed contract. This should cover the services, the commercial terms, and the applicants' reasons for seeking the contract in the terms proposed. The summary in this section should also explain (here or by cross-reference to the answers in the sections below):

3.21

- where there is an existing agreement in respect of the services in question, any differences between the existing agreement and the proposed contract (e.g. calling patterns, frequency, routes, rolling-stock, commercial terms etc); **3.53**
- any aspects in which the proposed contract contains bespoke provisions departing from the published model track access contract and the charging, performance and restrictions of use regimes established through ORR's periodic review (or subsequent interim reviews) of access charges; and **2.50-2.56**
6.2-6.3
- any material safety risks that have been identified arising from the proposed contract and the arrangements for their control and mitigation (by reference to the provisions of the facility owner's and operator's Railway Safety Case(s)/Certificate(s)) **4.9-4.11**

The proposed Track Access Contract is required to provide access from the Principal Change Date in December 2006. The existing track access contract in respect of the services covered by the proposed Track Access Contract are scheduled to expire at that point.

The Beneficiary is a franchised passenger train operator. Its area of operation extends from London Paddington to Cornwall, South Wales, and the Cotswolds, and from South Wales and Berkshire to the South of England. It includes high speed services, London area services and regional services, and currently operates under track access arrangements inherited from the three previous franchises. viz Great Western Trains. First Great Western Link. and Wessex

Trains.

The proposed contract is intended to facilitate the provision of services consistent with the Beneficiary's franchise agreement which commenced April 2006. The rights being proposed are underwritten by the December 2006 timetable offer and a realistic view of potential interaction with other services over the years of the contract.

The commercial terms of the proposed contract follow very much the model clause format and are based on the summation of existing commercial arrangements in the three inherited contracts as updated by regulatory review and consolidation of service into one train operator under the star model. Adjustments are shown under paragraph 3.2 below. Electricity supply provision is treated differently from the norm in view of the arrangements to operate Heathrow Connect between Paddington and Hayes, and additional access charges cover separately infrastructure projects inherited and operations outside the time window envisaged under the last regulatory review.

The services retain broadly the same structure and rolling stock as per the current level.

No service provided with access right in the proposed contract requires delivery of enhancement schemes in order to be timetabled or operated consistent with the terms of this proposed contract.

3.2 Departure from ORR's model passenger track access contract Please set out here, with reasons, any areas where the drafting of the proposed contract omits, amends or adds to ORR's published template track access contract (as appropriate, cross-referencing to the answers below). Wherever the proposed contract contains a new process (e.g. a self-modification provision) ORR will wish to see a flowchart illustrating that the process is robust, internally consistent and leaves no loose ends

2.50-2.56
6.2-6.3

Reference	Nature of Change	Reason
Main Body		

Clause 1.1	The "Class A Local Output", "Local Output", "Office of Rail Regulation's LOC Criteria" definition is deleted	These are deleted to reflect the revisions made to Part L at the time of the performance regime regulatory review, which replaced Local Output Commitments for TOCs with the new Part L JPIP process and significant poor performance regime in Schedule 8
Clause 1.1	Expiry Date	<p>This has been set to provide for a term to the Passenger Change Date 2014, which provides access for the bulk of the term of the Beneficiary's franchise agreement, which is due to expire on 31 March 2016, subject to the right of the Secretary of State to require up to a seven Reporting period extension.</p> <p>It is noted by the Beneficiary that it is anticipated that once the proposed contract is in place discussions will continue between the parties concerning extension of the term to the Principal Change Date 2016, so that the duration of the contract covers the entire duration of the franchise agreement.</p>
Clause 1.1	Relevant Losses	The definition has been amended in line with the Review Notice for the Performance Regime Review.
Clause 1.1	SPP Threshold	The definition has been added in line with the Review Notice for the Performance Regime Review.
Clause 9	Local Outputs	The provision has been deleted in line with the

		Review Notice for the Performance Regime Review.
Clause 11.3	Qualification to exclusion of claims for delays and cancellations	The provision has been amended in line with the Review Notice for the Performance Regime Review.
Clause 11.5	Limitation on liability for SPP claims	The provision has been amended in line with the Review Notice for the Performance Regime Review.
Clause 14.2	SRA changed to Secretary of State	The change reflects the transfer of responsibilities which occurred pursuant to the Railways Act 2005.
Clause 15.2 and 15.3	SRA changed to Secretary of State	The change reflects the transfer of responsibilities which occurred pursuant to the Railways Act 2005.
Clause 17.1, 17.3 and 17.9	Force Majeure in relation to Local Outputs	These provisions have been amended in line with the Review Notice for the Performance Regime Review.
Clause 18.6	Local Outputs reference	The provision has been amended in line with the Review Notice for the Performance Regime Review.
Clause 18.7.3	SRA changed to Secretary of State	The change reflects the transfer of responsibilities which occurred pursuant to the Railways Act 2005.
Clause 19	The transitional arrangements apply to each of the three Previous Access Agreements	Consequential changes are made to reflect the fact of three Previous Access Agreements.
Schedule 4 Part 3		
	CTRL and Thameslink Possessions	The references to these have been deleted as no longer relevant to this track

		access contract.
Para 1.5	Transitional arrangements	This provision has been deleted as it relates to past Network Code changes which are no longer relevant.
Schedule 5		
Para 1.1	Exeter Service, Extended Summer Period, Filton Service, Westbury Service, Sleeper Service, Summer Period, and Winter Period	Definitions are added which are used in the tables and some of these are also cross-referenced in Schedule 7 (additional charges for signal box opening).
Para 2.1	Expression of peak Time quantum entitlement	The entitlement to peak quanta into and out of Paddington is stated in aggregate across Service Groups EF01-04.
Para 2.8	Relief Passenger Train Slots	This has been customised with a mix of a limited quantum of Firm Rights and a wider but still limited quantum of Contingent Rights, both reflecting established levels of requirements for relief services.
Para 2.9	Christmas and Boxing Day	Network Rails entitlement to close the Routes is confirmed.
Para 2.10	Stabling Rights	It is confirmed that exercise of stabling rights does not count against quantum entitlement to Passenger Services.
Table 3.1	Interval Pattern	The table is expressed as entitlement to an interval pattern in minutes between trains (rather than the number of trains in an hour) with a permitted variation in the interval. This addresses the varying intervals which sometimes

		are longer than an hour. Differing interval times are expressed within a single table, rather than using separate Peak and Off-Peak tables. This reflects the varying timing of the windows, which are not constant around the peak/Off Peak distinction. This approach is reflected in further customisation of paragraph 3 to correspond with the table.
Para 3.8	Earliest and latest Passenger Train Slots	It is confirmed that the times given in each case are for departure from station of origin.
Para 5.5	Train lengths	The details of the Specified Equipment includes train length data and where this is stated Firm Rights will apply accordingly. In the case of the specified HST formations, the nature of the train fleet means that it will not be open to the Beneficiary to easily modify the Train lengths from those specified and it therefore requires an associated Firm Right to the specified Train lengths.
Schedule 7		
	SRA to Secretary of State	The change reflects the transfer of responsibilities which occurred pursuant to the Railways Act 2005.
Part 1, para 3	Transitional arrangements	This provision has been deleted as it relates to past Network Code changes which are no longer relevant.
Part 2, para 4	Traction Electricity Charge	The only electric traction current consumed by the Beneficiary is in respect of

			the Heathrow Local Services Service Group, which is operated under arrangements also involving Heathrow Airport Limited. In line with the track access contract being replaced by this track access contract, Heathrow Airport Limited will continue to have responsibility for traction electricity consumed by this service and accordingly the Beneficiary will not pay for traction electricity used in this service.
Part 5	Additional Permitted Charges		Additional Permitted Charges continue to apply: <ul style="list-style-type: none"> - in respect of specified additional signal box opening hours as previously applied under the Wessex track access contract; and - until the relevant investment is included in the RAB (expected as part of the next Charges Review), in respect of platform and related works at Bristol Temple Meads and Reading Stations. The additional charges continue the terms established in the Previous Access Agreement for Great Western Trains Company Limited.
Schedule 8			
Para 1.1	Capped Value		The change reflects the transfer of responsibilities which occurred pursuant to the Railways Act 2005.
Para 1.1 and para 14	Passenger's Charter		The Beneficiary has elected not to benefit from Passengers Charter

		Indemnity compensation.
Para 1.4	Transitional Arrangements	This provision has been deleted as it relates to past Network Code changes which are no longer relevant.
Para 9.1	Capped value wording	The provision has been amended in line with the Review Notice for the Performance Regime Review.
Para 17	Amendments to Appendix 1	The provision has been amended in line with the Review Notice for the Performance Regime Review.
Para 18 and 19	Compensation sustained for poor performance	The provision has been included in line with the Review Notice for the Performance Regime Review, with amendments to reflect that claims under this track access contract will be permitted from the Transition Date as opposed to 1 April 2006, with performance under the Previous Access Agreements able to be taken into account in calculating the Average Periodic Liability.
Appendix 2	Charter Destination Points	Although the Passenger's Charter Indemnity is disapplied, the Beneficiary continues to require Passenger's Charter data.
Schedule 10		
	SRA to Secretary of State	The change reflects the transfer of responsibilities which occurred pursuant to the Railways Act 2005.
Para 4.8	Timing for provision of a consolidated contract.	This is increased from 21 to 28 days, to reflect the time anticipated to be

			required in practice to produce consolidated contracts.	
	General Note		The table does not include comment on areas of the model clauses intended for customisation, which have been customised in accordance with the model clauses.	

3.3 Duration of contract Please indicate the commencement date sought for the proposed contract, and provide justification for the proposed duration (in particular, giving reference to ORR's policy on long-term access contracts³ where contracts would be for longer than five years) **4.74-4.79**

The proposed Track Access Contract is required to start on the Principal Change Date in December 2006. The existing track access contracts in respect of the services covered by the proposed Track Access Contract are scheduled to expire at that point.

The Beneficiary is a franchised passenger train operator. Its franchise agreement is scheduled to expire on 31st March 2016, subject to the right of the Secretary of State to extend it for up to seven Reporting Periods and subject to some limited options for early termination at 31st March 2013, again subject to the Secretary of State's right for up to seven Reporting Periods' extension. A term is proposed running to the Principal Change Date in 2014. This ensures a proposed Contract not exceeding ten years and not exceeding two years beyond the early termination break point.

The term is required to provide a reasonable measure of certainty to the Beneficiary (and the Secretary of State) for the bulk of the duration of the franchise agreement, taking into account the very material obligations being undertaken under the franchise agreement, which include in excess of £200m investment in the first three years of the franchise.

It is noted by the Beneficiary that it is anticipated that once the proposed contract is in place discussions will continue between the parties concerning extension of the term to the Principal Change Date 2016, so that the duration of the contract covers the entire duration of the franchise agreement.

³ *Long-term access contracts: final conclusions*, Office of Rail Regulation, June 2005 available at <http://www.rail-reg.gov.uk/upload/pdf/240.pdf>

4. The expression of access rights and the consumption of capacity

4.1 Benefits Please set out what specific benefits will result from the proposed contract. In particular, please describe any new rights sought or significant changes in the pattern of services, their benefits to passengers and their impact on existing operators **4.30-4.36**

The driver for the rights sought is the Service Level Commitment contracted to the Beneficiary by the Department for Transport a part of the new Greater Western Franchise. The December 2006 timetable offer has provided a safe basis for assessment of a suite of suitable rights to enable the franchise timetable to be provided on an ongoing basis alongside the anticipated aspirations of other operators. No rights have been agreed where risk in delivery is perceived or un-assessed.

The Service Level Commitment timetable has been thoroughly consulted by the DfT and by the Beneficiary within and without the industry, and is seen as being the most efficient and effective way in meeting market demand for rail travel in the area.

No disputes were raised by other operators in developing and proving the December 2006 timetable as it affected the Beneficiary. The rights sought here are entirely consistent with the December 2006 service and provide a significant right of flex to Network Rail.

4.2 Congested infrastructure Please state whether the part(s) of the network to which this application relates have been declared congested by the facility owner, under regulations 23-25 of the Railways Infrastructure (Access and Management) Regulations 2005⁴? **4.84-4.85**

The following is an extract from Network Rail's 2008 Network Statement declaring under Regulation 23 of the Access and Management Regulations that the element of the railway infrastructure is congested, within the meaning of that Regulation:

"Reading to Gatwick: The basic passenger train service over the route is one train per hour in each direction with one train every 2 hours between Redhill and Reading. It has not been possible to timetable 2 tph between Reading and Gatwick. The need for Gatwick services to reverse direction at Redhill, as well as those services running between Horsham and Tonbridge limits the availability of platforms at Redhill. This, coupled with platform availability at Gatwick Airport, means that it is currently not possible to provide clock-face departures. The implementation of the BML12 Route Utilisation Strategy will free up capacity for additional pathways over this route."

4.3 Adequacy Please set out to what extent and by what process (if any) the applicants have satisfied themselves that there is sufficient network capacity for the services in the proposed contract, and the implications for overall network performance and the facility owner's maintenance and renewal activities **4.17-4.38**

The services in the proposed contract represent the culmination of a series of processes, including:

- the operation of the Great Western Trains Company Limited, Wales & West Passenger Trains Limited and First Great Western Link Limited track access contracts currently held by the Beneficiary;
- the Secretary of State's process of consultation on the Service Level Commitment for the Greater Western franchise;
- the Beneficiary's consultation on the proposed timetables to fulfil the Secretary of

⁴ These regulations are available at <http://www.opsi.gov.uk/si/si2005/20053049.htm>

State's Service Level Commitment;

- the process of development of the timetable to apply from December 2006, the output of which has served to determine what services are provided for in Schedule 5.

As part of the franchising process the Beneficiary has conducted extensive studying and modelling of the available capacity and performance impacts of the services, working where appropriate closely with Network Rail and the ORR.

Network Rail and the Beneficiary are both confident that the outcome of the process to develop the timetable for December 2006 is supported by adequate network capacity and has been reviewed for affects on network performance and maintenance and renewal activities. The services in the proposed contract reflect what the timetable development process has proven.

4.4 Flexing rights Please provide a general description of the extent of the facility owner's flexing rights in the proposed contract, and the rationale for the extent of flex provided, including changes from that in any existing agreement in respect of the services in question **2.44-2.49 4.51**

Each slot has firm right to quantum (save a couple of Hayes services and a number of relief train services which are contingent on space being available). Such right gives NR significant flexing potential in line with the Decision Criteria and any other right proposed here. These include a small number when compared with existing rights for interval services (there is no Clockface right) and departure window rights. There is no right to a general hours of opening of the Network right as is there is in the existing Beneficiary contract. First and Last trains mirror those in the December 2006 service and give no wider firm right. Stabling rights are no greater than the existing right and reflect only those needs where rights already exist carried forward into the December 2006 provision. The rights are presented closer than ever to the Model Clause template so greater flexing right is available to NR and less flexibility provided for the Beneficiary. Platforming and Connection rights are very loose with no maximum time for connection being shown. Alternative platforms can be provided if the interaction with other operators precludes first choice being available. Train lengths are limited by the interaction of the capability of the Network and its use by all operators. Journey times provisions have significant flex and are limited to a small proportion of service calling patterns. The Calling Patterns themselves rely to a large extent on contingent right to call at a number of places in a number of trains.

The parties have been very careful to include in the application only what has been able to be verified in the time available. This has left some further details still to be addressed and these are expected to be dealt with through a subsequent amendment agreement to be considered under Section 22 of the Railways Act, or other suitable process.

4.5 Protected rights and obligations Please describe the extent to which the proposed contract contains any protected rights and/or protected obligations (i.e. protection from subsequent amendment of the Network Code under Condition C8), and explain the justification for the form and extent of protection sought by reference to ORR's criteria **4.69-4.70**

No Protected Rights are being sought.

4.6 Journey time protection Please describe the extent to which the proposed contract affords journey time protection to any services (by establishing maximum journey times, fastest key journey times or maximum key journey times), and explain the justification for the form and extent of protection sought by reference to ORR's criteria **4.52-4.66**

These seek to help safeguard Network quality and provide confidence in meeting franchise provisions. In order to be of sufficient capability to last the length of the contract if necessary

material contingency above the December 2006 delivery level is provided. Only core stopping patterns are protected but these enjoy Fastest Key, Maximum Key and (on Sundays) Maximum Journey Time provision so that the Beneficiary's Service Level Commitment is catered for throughout the week.

4.7 Other limitations on flexibility Please describe the extent to which the proposed contract contains any other restrictive obligations on the facility owner (e.g. regular service intervals, clockface departures, dedicated platforms etc), and explain the justification for any such provisions by reference to ORR's criteria **4.39-4.48**

These are very limited and are driven by the need to fulfil the Service Level Commitment and meet key commercial needs. They are seen as being consistent with anticipated future timetable development needs across the Network. The rights sought are all delivered by the December 2006 timetable.

Interval rights are in the main provided for key High Speed Services and selected high profile services in other areas, and on sole user routes. There is no Clockface right sought. Flex is five minutes either way for a 30 minute frequency and ten minutes either way for a sixty minute interval.

Platform preferences are provided at Paddington and Reading to place trains near passenger facilities but alternatives can be offered if unavoidable. Suitable platforming arrangements for the Sleeping Car service at Penzance and Paddington are sought.

Priorities for connection opportunities are provided. These are no more onerous than existing rights.

4.8 Specified equipment Where the proposed contract contains changes to specified equipment (rolling stock), please give full details, including timescales, and the extent to which the vehicle and route acceptance procedure in the Network Code (Part F) has been completed **4.49-4.50**

Existing Specified Equipment is carried forward.

4.9 Moderation of competition Where applicable, please describe the extent to which the proposed contract seeks contractual protection from the introduction of competing services on specific flows, and explain the justification for such protection by reference to ORR's policy on moderation of competition **4.71-4.73**

There is no protection sought.

4.10 Franchise obligations Please indicate the extent to which the services in the proposed contract are necessary to fulfil obligations under a franchise agreement with the Department for Transport or Transport Scotland **4.3-4.4**

The services exist to fulfil the Franchise Agreement Service Level Commitment and a small number of additional passenger services which the Beneficiary has committed to the Department for Transport in its Franchise agreement to work to achieve, in the light of responses to stakeholder consultation.

4.11 Public funding Please indicate whether (and if so to what extent) the services in the proposed contract are subject to financial support from central or local government (other than the Department for Transport or Transport Scotland). including Passenger Transport Executives. and provide a point of **3.32**
4.23
4.35-4.38

contact at that body

No other funding is provided. Discussions are ongoing regarding the provision of services on New Year's Eve between London Paddington and Slough which are likely to be funded directly to the Beneficiary by Transport for London, and regarding Oxford - Bicester services at weekends in the run up to Christmas which may be supported by local government. Such services are likely to be encompassed within the provision in this proposed contract including that for Relief train services.

4.12 Passenger Focus Please indicate whether (and if so to what extent) the services in the proposed contract have been discussed with Passenger Focus, and provide copies of any relevant correspondence **3.32 4.38**

There has been wide consultation by both the DfT and the Beneficiary.

4.13 Route utilisation strategies If applicable, please also state which route utilisation strategies (RUSs) are considered relevant to this application and whether the proposed rights are consistent with that RUS. If the proposed rights are not consistent, please state the reasons for this. **2.29 4.5-4.8**

It is believed the SLC was developed being cognizant with the SRA RUS for the GWML. The proposed rights are considered consistent with relevant RUS and draft RUS including those for GWML, South Western Main Line and Brighton Main Line.

5. Incentives

5.1 Charges and performance Please indicate, and explain the reasons for, any instances where the proposed contract departs from the charging and/or performance regimes established by ORR's periodic review (or subsequent interim reviews) as reflected in ORR's model passenger track access contract, including the financial implications (e.g. establishment of an access charge supplement or rebate) **5.1-5.43**

The Beneficiary has selected template opt out from Passenger's Charter compensation arrangements with Network Rail.

Additional charges are shown to cover payback of infrastructure enhancement costs at Bristol and Reading delivered under a previous franchise but since the 2001 ORR Review, and to cover signal box costs resulting from a service level maintained from a previous franchise that is above that taken into account in the 2001 ORR Review.

Bespoke electricity traction supply charging arrangements inherited from a previous franchise are maintained to help meet the practicalities of the Heathrow Connect service which is operated by the Beneficiary between Paddington and Hayes on infrastructure where Heathrow Airport Ltd. takes responsibility for electricity traction current.

5.2 Train operator performance Please describe any planned initiatives associated with the operation of the services in the proposed contract aimed at improving the train operator's own performance **4.30 5.1**

The Beneficiary will oversee over £200m of investment in the early years of the franchise.

There is a full suite of significant fleet reliability enhancements committed to by the Beneficiary as part of its franchise agreement.

First Group expects to improve performance and reliability for the Beneficiary so that 9 out of 10 trains run on time, with this targeted to be achieved by 2011/12.

DMU maintenance will be taken in house following an £8m investment in a new depot at Bristol. The HST fleet is to be re-engined. HSTs are to be configured to provide additional capacity

whilst at the same time reducing much of the fleet to 2+7 variety from December 2007 to improve punctuality rather than reduce advertised journey times.

Line Speeds on the relief line between Paddington and Reading are planned to be increased with reduced journey times improving toc performance rather than being incorporated in reduced advertised journey times.

There is a committed programme of toc staff training.

5.3 Facility owner performance Please describe any planned initiatives associated with the operation of the services in the proposed amendment aimed at improving the facility owner's own performance.

4.30
5.1

Over and above the Network Rail obligation to operate, maintain and renew the network we can conform that a number of minor enhancements are being implemented on the routes operated over by FGW. These enhancements include the provision of additional platforms at Bristol Parkway and Newport, along with improved signalling functionality in South Wales. In addition Network Rail works with many stakeholders to attract inward investment for capital works and current funders include Cornwall County Council, Reading Borough Council, Welsh Assembly Government and BAA. Works covered include rail infrastructure and station infrastructure improvements.

5.4 Restrictions of use Please indicate and explain the reasons for any instances where the proposed contract departs from the restrictions of use (possessions) compensation regime established by ORR's periodic review of access charges and his subsequent interim review of the possessions incentives regime

5.44-5.51

None.

6. Enhancement

6.1 Enhancement details Where the proposed contract provides for the delivery of any network enhancements, or the services in the proposed contract are predicated on any planned network enhancements, please give full details of the relevant enhancement schemes, including a summary of outputs from the scheme, timescales and the extent to which the network change procedure in the Network Code (Part G) has been completed (where appropriate, by reference to submissions made under ORR's enhancement reporting framework)

4.82-4.83

No Service is predicated on network enhancement.
The proposed contract does not provide for the delivery of enhancement scheme.

6.2 Enhancement charges Please confirm that the arrangements for the funding of any network enhancements are consistent with ORR's Policy Framework for Investments⁵, and summarise the level and duration of payments, and the assumed rate of return (see chapter 3 of the Conclusions document)

5.7
5.12-5.14

The proposed contract continues provisions from the existing contract funding enhancement

⁵ *Policy Framework for Investments: Conclusions*, Office of Rail Regulation, October 2005, available at <http://www.rail-reg.gov.uk/upload/pdf/255.pdf>

work undertaken for a previous franchise.
There is no new enhancement funding.

7. Other

7.1 Associated applications to ORR Please indicate whether this application is being made in parallel with, or relates to, any other current or proposed applications to ORR (e.g. in respect of track, station or light maintenance depot access contracts or agreements) **3.17**

There is none.

7.2 Supporting information Please indicate here any further justification or relevant information in support of the application, including a list and explanation of any other material being submitted (and supply copies with the application) **3.30**

Consultation Evidence.

7.3 Objections or unresolved concerns Please detail any objections or unresolved concerns arising from any pre-application consultation of train operators or other interested parties undertaken by the facility owner in respect of the proposed services **4.31**

The rights sought are predicated on the December 2006 timetable which has now completed its industry development process. No objections were made to this which were not addressed and there is no unresolved concern of which Network Rail or the Beneficiary is aware.

7.4 Side letters and collateral agreements Please confirm here that the whole of the proposed contract between the parties has been submitted with this application and that there are no side letters or other documents which qualify or otherwise affect the proposed access contract **6.12-6.16 6.21**

There is none.

7.5 Confidentiality exclusions Please indicate clearly any elements in the application and the proposed contract that the parties would wish to exclude from wider consultation on the grounds of confidentiality specified in section 71(2) of the Railways Act 1993, and provide a full justification for each instance by reference to those statutory grounds. Subject to its decision on such exclusions, it is ORR's intention to publish this application and the proposed contract on the ORR website **3.23-3.27**

The exclusions sought are those elements normally sought for exclusion viz all funding, performance regime and liability values from Schedules 4, 7, 8 and 9.

Note: ORR has not agreed to the exclusions sought by the parties from Schedules 4 and 9 [ORR – 31 October 2007]

8. Certification

Warning: Under section 146 of the Railways Act 1993, any person who, in giving any information or making any application under or for the purposes of any provision of the Railways Act 1993 (including section 18), makes any statement which he knows to be false in a material particular, or recklessly makes any statement which is false in a material particular, is guilty of an offence and so liable to criminal prosecution **3.31**

I certify that the information provided in this form is true and complete to the best of my knowledge and that Network Rail Infrastructure Ltd. and First Greater Western Ltd. are willing to enter into the attached contract as submitted

Facility Owner

Beneficiary

Signed:

Signed:

Date:

Date:

Name (in caps):

Name (in caps):

Job title:

Job title:

For (company):

For (company):

9. Submission

9.1 What to send

Please supply, in hard copy, the signed top copy of this application form, one copy of the proposed draft contract, with copies of any documents incorporated by reference (other than established standard industry codes or other instruments) and any other attachments, supporting documents or information.

3.30

Please also supply the application, the proposed contract and, insofar as it is possible, any other supporting information, in electronic form, by e-mail or on disc, **in plain Microsoft Word format** (i.e. excluding any macros, auto-para or page numbering, or other auto-formatting).

3.28-3.29

9.2 Where to send it

Manager, Track Access Team
 Directorate of Rail Markets, Passengers & Freight
 Office of Rail Regulation
 One Kemble Street
 London
 WC2B 4AN

ORR Passenger Form S18 May 2006