

Railinfrabeheer



RAILVERKEERSLEIDING

## **Network Statement 2003**

### **Colofon**

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## Preamble

Railinfrabeheer (Rail Infrastructure Management), Railverkeersleiding (Traffic Control) and Railned who jointly assume the function of manager of the national railway network infrastructure in the Netherlands, aim at managing the infrastructure of the network as to serve optimally the needs of the users (the railway companies) of the network.

As infra-managing organisations, they achieve this objective by promoting safety, availability, reliability and interoperability, within the frameworks laid down by the government as legislator and as their principal.

In the consciousness that railway traffic and the operations on the railway infrastructure can cause nuisance to the environment, Railinfrabeheer, Railverkeersleiding and Railned undertake to make every effort to promote good neighbourly relations with their environment.

They are fully aware that their actions are of key importance to the railway companies. Wherever their actions do not have the same results for all operating railway companies, they apply principles of non-discrimination, predictability and assessability.

With this Network Statement, the infra-managing organisations hope to contribute to the further transparency of their actions. This first Network Statement publication is still a trial edition; on the basis of the reactions concerning the user value of this publication, subsequent editions will be developed. Further international consultation should also contribute to and result in the development of harmonised network statements for traffic passing through networks of more than one inframanager.

## 1 General

### 1.1 Purpose

This Network Statement 2003 aims to provide railway companies (including future railway companies) with the information they require for their access to and use of the infrastructure of the national railway network in the Netherlands, managed by Railinfrabeheer, and open to public transport.

Railway companies can require that the railway infrastructure at least complies with the specifications laid down in this Network Statement, and that the inframanagement organisations will apply the standards and procedures described.

This Network Statement 2003 also contains notices from Railed as intended in article 9 of the Interim Bill on railway capacity allocation (Bulletin of Acts and Decrees 2000 474).

### 1.2 Responsible manager

The management functions for the national railway infrastructure network in the Netherlands are carried out by Railinfrabeheer, Railverkeersleiding and Railed. These three organisations are commissioned for their tasks by the State, and are jointly described by the generic term 'inframanagement organisations'. Wherever an organisation bears a specific responsibility, that organisation will in the Network Statement 2003 be indicated with its own name.

"Railverkeersleiding", "Railinfrabeheer" and "Railed" are trade names for the companies which currently (November 2001) continue to operate in formal terms under the names NS Verkeersleiding BV, NS Railinfrabeheer BV and Railed BV.

### 1.3 Context en references

This Network Statement 2003 is published as a trial edition, whereby in terms of content and order, the rules contained in Directive 2001/14/EC are applied.

### 1.4 Accountability

In preparing the issue of this Network Statement 2003, the railway companies operating in the Netherlands were given an opportunity to issue comments on a draft version of the Network Statement 2003. In Appendix 15 Consultation, their reactions are accounted for, stating also the way in which the comments have been taken into account.

### 1.5 Comparison with previous Network Statement

Not applicable; no previous network statement has been published before this Network Statement 2003.

### 1.6 Validity

The Network Statement 2003 is based on the officially published legislation and regulations as in force on 01 October 2001, or as will be in force from a later date, being officially published prior to 01 October 2001. The Network Statement 2003 will not anticipate future legislation and regulations, still under development.

The information in this Network Statement 2003 about the infrastructure is based on the state of knowledge at 01 October 2001 concerning the condition from 15 December 2002 (the commencement date of the yearly timetable period for 2003).

If after 01 October 2001 a change occurs to the information contained in the Network Statement 2003, the inframanagement organisations will issue a supplement to the Network Statement 2003, if the alteration takes effect before 31 December 2003.

The information relating to situations after 31 December 2003 is by way of indication.

### 1.7 Distribution

This Network Statement 2003 can be obtained from Railned by any interested party, upon payment of EUR 10,- / NLG 22,- (as a contribution to reproduction costs) in both Dutch and English. In the event of discrepancies between the translation and the original, the Dutch language issue will take precedence. The Network Statement 2003 is also available in both Dutch and English on Railned's internet site ([www.railned.nl](http://www.railned.nl)).

### 1.8 Approval

This Network Statement 2003 has been approved by the Boards of Management of Railinfrabeheer, Railverkeersleiding and Railned, in their joint meeting held on 29 November 2001.

### 1.9 Dispute resolution

Objections to a decision by Railned, Railverkeersleiding and Railinfrabeheer, including objections to this Network Statement, can be submitted to the Board of Management of the inframanaging organisation concerned. These objections will be dealt with as described in the Dispute Resolution Procedure, as a part of the Terms and Conditions of Railned, accompanying the Access Agreement Railned 1997.

Against decisions by Railned, Railverkeersleiding and Railinfrabeheer in relation to the allocation of capacity for transport services as intended in article 10 of Directive 91/440/EEC, or in connection with user charges, an appeal may be submitted to the court; the court to which the objection is submitted will pass judgement within eight weeks following conclusion of the investigation. Against this judgement a further appeal may be submitted with the 'College van Beroep voor het Bedrijfsleven' (Board of Appeal for trade and industry).

Against the decisions of Railned and Railverkeersleiding in respect of the allocation of capacity for domestic use, appeals may be submitted to the court. A further appeal against this judgement can be submitted with the Administrative Law Division of the Council of State.

### 1.10 Liability

The inframanagement organisations have prepared this Network Statement to the best of their knowledge and with the greatest possible care. They will however accept no liability for claims which could arise from apparent errors and printing errors in this Network Statement and other documents from the inframanagement organisations. In so far as deviations exist or arise between information or regulations on the one hand, which are laid down beyond the responsibility of the inframanagement organisations, and their reproduction of those items in this Network Statement on the other hand, at all times the information or regulations as drawn up by the body responsible for drawing up those regulations or information shall take precedence.

### 1.11 Further information

On request, the inframanagement organisations will provide railway companies with further information relating to the subjects mentioned in this Network Statement. For this purpose, contact Railned at the following address, or if you prefer, contact the organisation in question directly.

<i>Correspondence address:</i>	Railned Capacity Allocation Account Management, P.O. Box 2101, 3500 GC Utrecht
<i>Visitors' address:</i>	Catharijnesingel 30 3511 GC Utrecht
<i>telephone:</i>	+31(0)30 235 8008
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<i>e-mail:</i>	<a href="mailto:info@railned.nl">info@railned.nl</a>
<i>Internet:</i>	<a href="http://www.railned.nl">www.railned.nl</a>

## 2 The railway infrastructure

### 2.1 Network definition and area of competence

This Network Statement 2003 relates to the infrastructure of the national railway network in the Netherlands managed by Railinfrabeheer, and open to public transport.

This railway network, with its route sections and connections to networks of other infrastructure managers, is presented in the general overview map in Appendix 1.

### 2.2 Characteristics of the infrastructure of the railway network

The infrastructure of the railway network has numerous technical and functional characteristics, relevant for the possible uses. In order to present the information on this infrastructure in a structured manner, these characteristics have been broken down into a number of functional domains. For each domain, this Network Statement 2003 provides a description of the most relevant characteristics of the network infrastructure for traffic use purposes.

In addition, under the headings "*Other available information*", the Network Statement 2003 provides an overview of the detailed information relating to route sections and stations, which is most frequently required in practice, and which, like all other information about the infrastructure, is available to users through the inframanagement organisations.

This detailed information is, however, itself not part of the Network Statement 2003.

On request, the inframanagement organisations will also provide you with information relating to the possible uses which locally and/or under specific conditions may be broader than those described in this Network Statement 2003.

#### 2.2.1 Domain: geography and identification

Appendix 1: network overview map: single, double and multi-track sections; connection to networks of other infrastructure managers, names of key stations; distances between nodes.

*Other information available:*

- definitions
- track plan and carriage possibilities per station, with identification (letters/numbers) for tracks, signals, points and other facilities; cross-over facilities outside stations;
- directional orientation of connection of route sections in junctions;
- kilometre measurement(s) per route section;
- classification and preferential use of tracks at stations (arrival / departure / transit / overhaul / storage / care and maintenance / shunting, etc.);
- location and full and abbreviated name of all stations, junctions, border crossing points and other important points;
- effective length of arrival, departure, storage and overhaul tracks present at each station;
- location of branches to private sidings.

#### 2.2.2 Domain: track and route section geometry

Appendix 2: network map: maximum loading gauge per route section (including tracks at stations used by through traffic);

Appendix 3: load classes: maximum axle load and combinations of axle loads per route section.

*Other information available:*

- vertical geometry: length and angle of incline of gradients  $\geq 5\%$  for each track section;
- horizontal geometry: minimum curve radius per route section on routes for train traffic; curve radius of tracks on station yards for a curve radius  $< 250$  m.
- angle ratio's of points with permitted speeds;
- axle load-dependent restrictions on structural works and constructions.

### 2.2.3 Domain: traffic control and safety management

Appendix 4: network map; type of train influencing system per route section.

*Other information available:*

- type of protection system per route section;
- operating regulations: collection of descriptions of the safety systems present, the areas covered by those systems broken down into block sections, indication per signal of the possible combinations of pathway settings and signal positions, safety operating activities to be carried out in situ;
- local regulations;
- network traffic control areas and train traffic control areas;
- opening hours network traffic control and train traffic control posts;
- frequencies of Telerail communication;
- tunnels with their specific safety precautions and regulations;
- number and nature of level crossings with public roads.

### 2.2.4 Domain: capacity

Appendix 5: network map: route section speeds; classification as high-speed route section.

*Other information available:*

- locally-applicable fixed speed limits;
- temporary speed limits;
- permitted speed per pathway.

### 2.2.5 Domain: energy

Appendix 6: network map: electrified route sections; catenary voltage; provisions at transition points to other voltage.

*Other information available:*

- tracks fitted with catenary lines;
- maximum current take-up per train;
- refuelling points for diesel fuel (in so far as installations are managed by Railinfrabeheer).

### 2.2.6 Domain: rolling stock management and maintenance

*Other information available:*

- length of storage facilities;
- presence and nature of facilities for rolling stock maintenance (interior and exterior cleaning, inspection pits and platforms, waste disposal, water filling installations, sand filling points, pre-heating power supply, etc., in so far as managed by Railinfrabeheer).

### 2.2.7 Domain: transport functions

*Other information available:*

- presence and nature of platform facilities (effective length, height, accessibility);
- presence and nature of loading and unloading functions for freight transport (in so far as managed by Railinfrabeheer).



## 2.3 Infrastructure development

Railinfrabeheer is carrying out a series of projects aimed at expanding or improving the infrastructure of the railway network.

Appendix 12 includes an overview of the functional changes which are expected to become effective in 2003, as a result of these projects.

## 2.4 Availability and reliability of the infrastructure

### 2.4.1 Maintenance timetable

For the short-cycle maintenance of the infrastructure, once every period of four weeks, each track section is withdrawn from use by train traffic ("possession"), for a uninterrupted period of 5½ hours.

The programme for this possessions is laid down by Railned as a 'maintenance timetable' (stating starting and finishing times, and breakdown over weeks and week days) and will in good time be laid down in the allocation decision for the annual timetable for 2003.

### 2.4.2 Planned work on the infrastructure

Due to engineering work on or close to the railway infrastructure for renewal and enhancement, occasional restrictions to availability and/or functionalities of the railway network are necessary. Appendix 11 contains information about the traffic disruptions in relation with the implementation in 2003 of engineering work planned by Railinfrabeheer.

The procedure according to which the proposed traffic restrictions are announced to and harmonised with the railway companies is described in § 4.9 of this Network Statement 2003.

*Other information available:*

- method for determining expected nuisance due to possessions, with distinguished nuisance classes.

### 2.4.3 Reliability

The inframanagement organisations will make every effort to limit the number of unforeseen irregularities negatively affecting railway services [abbreviated in Dutch to "TAOs"] and the number of irregularities in the process of assigning pathways to 8200 to 8450 cases (across the entire network and through the entire calendar year 2003) with an unchanged, average duration per TAO of 2 hours and 15 minutes (by way of comparison: 10,200 cases in the year 2000).

## 2.5 External restrictions of use

The use of the infrastructure can be restricted by regulations imposed upon the inframanagement organisations. The most important of these regulations are listed below.

### 2.5.1 Environmental licences

Stations and their yards are considered as installations requiring environmental licensing, due to the activities carried out there generating noise nuisance, and activities relating to the handling of consignments of hazardous goods.

The environmental licences, granted by the competent local authorities and of which Railinfrabeheer is licensee, may contain stipulations which impose restrictions on the activities to be carried out at the stations. Railway companies carrying out activities at the stations involved (see Appendix 7) (other activities than sole arrival/departure/through passage of train movements) must be conversant with the stipulations in the environmental licences in question, and comply with those stipulations.

To ensure compliance with the licensing stipulations, the inframanagement organisations may, having heard the arguments of the railway companies concerned, ban or limit specific activities

further to be described (unless the licence-issuing body tolerate excess), and may impose additional conditions, including reporting obligations, to the carrying out of those activities. Generic measures are described via local regulations; any imposition of quotas considered necessary shall be included as restrictive conditions in the relevant allocation decisions. The inframanagement organisations require every railway company, for every station for which an environmental licence is applicable, to provide a periodic statement of the numbers, per risk class, of the consignments of hazardous substances handled at those stations.

*Information available:*

- licensing conditions; any generic restriction on use based on the licensing conditions and on local regulations.
- format for quantitative information to be submitted periodically by railway companies, concerning their processes at stations subject to compulsory environmental licences.

#### **2.5.2 Management of risk of transport of hazardous goods**

The route sections identified in Appendix 8 are excluded or only to a limited extent opened for the transport of hazardous goods.

For information and for policy preparation purposes, Railned requires the railway companies to provide an annual statement of the transport of hazardous goods carried out in each risk class, for each route section.

#### **2.5.3 Noise nuisance from rail traffic**

To comply with the regulations contained in the Railway Noise Nuisance Bill, Railned requires of the railway companies that they provide an annual statement of the level of train traffic per emission class, per route section.

On the basis of the stipulations in the Railway Noise Nuisance Bill, Railned can impose limitations on train traffic, in the event of foreseen or de facto violation of the locally-permitted route section emission values. Such limiting regulations may apply generally to all traffic on the section concerned, or be imposed as a quota, in an allocation decision.

#### **2.5.4 Bridge openings**

Appendix 9 lists the movable railway bridges which are opened for shipping traffic according to a fixed timetable or on request ("request regulations").

For the annual timetable for 2003, the opening times for the movable bridges which are opened for shipping according to a fixed timetable will be laid down by the Ministry of Transport, Public Works and Water Management at the latest on 1 July 2002.

*Other information available:*

- bridge opening times.

### 3 Access and services

#### 3.1 Access conditions

Access to and use of the railway infrastructure managed by Railinfrabeheer is open on the basis of an Access Agreement to be entered into, with the related Terms and Conditions of Railned 1997. These Terms and Conditions demand i.e. that the company must hold a safety certificate issued by Railned, if the company is able to demonstrate that it has developed and applies an adequate safety management system, which matches the company's operations.

The standard text of the Access Agreement 1997 and the Terms and Conditions of Railned 1997 and the Dispute Resolution Procedure appear in Appendix 14.

##### *Licensing*

On the basis of the legal regulations concerned, the following stipulations apply in respect of the offering and provision of transport services by rail:

<b>rail transport market segment</b>	<b>transport relation</b>	<b>required license</b>	<b>additional stipulations</b>
domestic public passenger transport	between stations in the Netherlands	license according tot Passenger Transport Act	license contains statement of transport relations for which license applies
cross-border public passenger transport	between stations in the Netherlands and stations in an other state	license according tot Passenger Transport Act	license contains statement of transport relations for which license applies; license is valid to border; co-operation required with holder(s) of license(s) according to legislation in the state concerned
	between stations in the Netherlands and stations in an other EU Member State	license according to Directive 95/18/EC	co-operation required with other EC-license holding railway company in the other EC Member State
cross-border combined freight traffic	between stations in the Netherlands and stations in an other EC Member State	license according to Directive 95/18/EC	--
cross-border freight traffic	between stations in the Netherlands and stations in Norway, Sweden, Danmark, Gernay, Switserland, or Austria	license according to Directive 95/18/EC	--
	between stations in the Netherlands and stations in a EC Member State other than those mentioned above	license according to Directive 95/18/EC	co-operation required with other EC-license holding railway company(ies) in the other EC Member State(s)
	between stations in the Netherlands and stations in another state	--	co-operation required with holder of license in other state according to legislation in state concerned
domestic freight transport	between stations in the Netherlands	--	--
domestic own transport	between stations in the Netherlands	--	--
domestic private passenger transport	bewteen stations in the Netherlands	--	--
non-carrying traffic, incl stock movements, measurement journeys, etc	between stations in the Netherlands	--	--

### 3.2 Safety certificate

The railway company is entitled to access to and use of the railway infrastructure, and is entitled to participate in rail traffic if that company holds a safety certificate issued to the company by Railned. The railway company must thereby comply with the regulations and limitations contained in the safety certificate.

In order to obtain the safety certificate, the company must display in a documented safety management plan that the risks relating to the (proposed) railway activities of the company have been surveyed, that measures for managing those risks have been taken and that these measures are indeed implemented.

The tasks that result for the safety management plan must be placed within the organisation in a clear and unambiguous manner, and the company must comply with the safety regulations, in particular the requirement that the members of staff responsible for safety tasks comply with the medical and psychological requirements, and that they are sufficiently trained in the field of railway safety, and are sufficiently re-instructed.

To ensure that the rolling stock deployed under the responsibility of the railway company continues to comply with the admission requirements, the stock must be subject to a maintenance system.

The requirements which must be met in order to obtain the safety certificate and the procedure followed in the relevant testing are described in the Railned standard sheets V-001 "Requirements on safety systems for rail carriers" and V-002 "The safety certificate for rail carriers: requirements, criteria, processes". (see [www.railned.nl](http://www.railned.nl)).

### 3.3 Admission of rolling stock

The requirements which the rolling stock must meet in order to be admitted to the Dutch railway network are laid down in the Railned standard sheets. In standard sheet M-001 "Admission Requirements Rolling Stock Railway Safety" the generic requirements are listed (see [www.railned.nl](http://www.railned.nl)).

The admission requirements relate to:

- the safety of rail traffic;
- the safety of passengers, personnel and the protection of the environment;
- compatibility with the infrastructure;
- shared use of the infrastructure and
- identification.

The admission (with any limiting conditions) is recorded in an Admission Certificate from the Stock Admission Office of Railned Spoorwegveiligheid (Railway Safety).

This certificate consists of a Type Approval and a Deployment Admission.

Rolling stock which, in the actual status of maintenance or loading, does not (or does no longer) comply with the admission requirements for the route sections to be travelled, can on a case-by-case basis be admitted subject to further conditions for special transport, to be imposed by the inframanagement organisations.

### 3.4 User charges

Railinfrabeheer applies a charge for the use of the railway infrastructure, on the basis of the stipulations of the Bill on user charges for the railway infrastructure <sup>1</sup>, and the Regulations for user charges for the railway infrastructure <sup>2</sup>.

<sup>1</sup> Staatsblad (Bulletin of Acts and Decrees) 1999, 457 dated 2 November 1999

<sup>2</sup> Staatscourant (Netherlands Government Gazette) 1999, 247 dated 23 December 1999

### 3.4.1 *Railway undertakings subject to user charges*

On the basis of the statutory regulations, the user charge are only imposed on railway companies whose primary activity consists of the provision of railway transport services for passengers and freight. The user charges are also not charged to railway companies whose activities are limited to urban or district transport in accordance with Directive 91/440/EC article 2 paragraph 2.

### 3.4.2 *Parameters for extend of use*

For public transport for passengers, the charges are determined on the basis of the number of train kilometres to be travelled and the number of stops, according to the published timetables. For private transport and for freight transport, the charges are determined on the basis solely of the number of train kilometres travelled, which are registered and counted in a system installed at Railverkeersleiding.

The charges per rail kilometre are not differentiated according to route section type or equipment; however, there is tariff differentiation according to transport market segment, with the following different categories:

- public and private passenger transport: basic charge
- freight transport: reduced charge
- non-carrying use: zero charge.

As non-carrying use are considered:

- delivery runs for empty passenger stock and individual locomotives;
- test runs, de-icing runs, runs exclusively for the purposes of tackling rust, spraying runs, measuring runs;
- delivery runs for work trains between the point of work and the nearby breakdown point, and return;
- recovery runs and runs using recovery trains, for the purposes of salvage following incidents;
- delivery runs for machines for mechanical route maintenance, with the accompanying accommodation and equipment carriages.

For the charges for stops, two categories of stations are distinguished, on the basis of the facilities available:

- The following are considered category 1 stations:  
Alkmaar, Almere Centrum, Amersfoort, Amsterdam Amstel, Amsterdam Centraal, Amsterdam Lelylaan, Amsterdam RAI, Amsterdam Sloterdijk, Amsterdam Zuid WTC, Arnhem, Breda, The Hague Centraal, The Hague HS, Deventer, Diemen Zuid, Duivendrecht, Eindhoven, Groningen, Haarlem, 's-Hertogenbosch, Leiden Centraal, Lelystad, Maastricht, Rotterdam Alexander, Rotterdam Blaak, Rotterdam Centraal, Schiphol, Sittard, Tilburg, Utrecht Centraal, Voorburg, Zaandam
- All other stations are category 2.

Attribution to one of the market segments (public passenger transport / private passenger transport / freight transport / non-carrying use) as well as attribution to railway companies is based on the train number. The table with the train numbers to be employed in timetable year 2003 will be notified by Railned, before 1 October 2002, and as the need is demonstrated, subsequently updated.

### 3.4.3 *Tariffs*

The level of the charges to be employed in 2003 will be determined by the Minister of Transport, Public Works and Water Management, and published at the latest on 31 December 2002 in the Staatscourant (Netherlands Government Gazette).

By way of orientation, the charges for use in the year 2001 are listed below (containing already calculated the discounts which will be reduced to 0% by 2007, in annual increments):

- per train kilometre public and private passenger transport: NLG 0.6215
- per train kilometre freight transport: NLG 0.2486
- per stop at a category 1 station: NLG 2.0749
- per stop at a category 2 station: NLG 0.4697

#### **3.4.4 Invoicing and payment**

Railinfrabeheer will invoice the user charges after each month, in advance.

Per calendar year, a definitive final settlement will be issued, whereby the amount charged will be set off against the advance payments invoiced.

According to the stipulations of the Terms and Conditions of Railned 1997, the user charges must be paid at the latest 30 days after the invoice date, to the account stated on the invoice.

### **3.5 Other services to be contracted**

#### **3.5.1 Timetables, detail design and data entry**

For railway companies with no access to the timetable planning and registration system VPT, and which are not affiliated to companies which do have such access, Railned can convert specified product drafts elaborated by railway companies, into one or more timetable drafts, and carry out the data entry in the automated VPT system, prior to allocation.

## 4 Allocation of capacity

### 4.1 Public law framework

The Interim Bill on railway capacity allocation<sup>3</sup> provides the public law framework for the allocation procedures and decisions by Railned and Railverkeersleiding. In this chapter of the Network Statement 2003, a summary of the content of the Interim Bill is given, as well as the procedures and regulations for its application.

### 4.2 Applicants

The following parties can appear as applicants for allocation of capacity:

- railway companies with a licence for passenger transport by rail as intended in the Passenger Transport Act 2000 or a licence as intended in Directive 95/18/EC;
  - railway companies recognised by the Ministry of Transport, Public Works and Water Management and having entered into an Access agreement with the inframanagement organisations;
  - government bodies authorised to grant concessions for public passenger transport by train;
  - Railinfrabeheer for the purposes of engineering work on the infrastructure;
- Railned is authorised to reserve capacities in allocation decisions, for the purposes of allocation requests to be received later.

### 4.3 Allocating bodies

In the planning period, the allocating body shall be Railned; in the traffic regulation period, after conclusion of the planning period, the allocating body shall be Railverkeersleiding. The conclusion of the planning period and the transition to the traffic regulation period shall on each occasion be 52 hours prior to the start of the transport day (the day on which the capacity to be allocated is to be used, according to the plan). However, if between the completion of the planning and the start of the transport day there should be a Saturday, Sunday or national holiday, the period of 52 hours shall be extended by one or more times 24 hours. Incidental settlements deviating from this plan shall be determined in good time, and following consultation with the interested parties, by Railned.

### 4.4 Allocation phases

The allocation of capacity shall take place for time periods which shall not exceed one timetable year. The timetable year 2003 shall cover the period from Sunday 15 December 2002 through to Saturday 13 December 2003.

The allocation process will pass through a number of phases, with increasingly lower levels of aggregation, whereby each phase will be concluded by an allocation decision.

The first phase covers the standard hour pattern.

In allocating the standard hour pattern, besides the applications from railway companies and from the concession-issuing bodies for public passenger transport services, Railned shall also take into consideration reservations for transport services in other market segments.

The scale of these capacities to be reserved by Railned for other market segments shall be based on the Interim Bill on railway capacity allocation. Railned will aim to ensure that these capacities tie in as well as possible with the specifications of the interested companies.

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<sup>3</sup> Staatsblad (Bulletin of Acts and Decrees) 2000, 474



The second phase concerns the allocation on the basis of a 24-hour breakdown, as necessary differentiated according to types of day. In these and later phases, all railway companies can request capacity for their services and operations; Railned will reserve capacity for short-term applications for capacity to be received at a later stage, in specific segments of the rail transport market; the scale of these reservations is described in the Interim Bill on railway capacity allocation, on the understanding that the capacities requested by railway companies shall be subtracted.

Allocations in this second phase at all times apply up to the end of the annual timetable period; however, periodically, updating will be carried out whereby applications for the remainder of the annual timetable period in question can be considered. The number and commencement dates of these alteration sheets shall be determined by Railned, in good time and following consultation with the interested parties.

The final phase concerns allocation by date. Also in this phase, all railway companies can request capacity. Railned can drop a proportion of the not yet claimed reserved capacity for short-term applications; the remainder shall however remain in place, until the planning is concluded.

The various allocation phases have a hierarchical relationship, in the sense that the allocations in one of the phases will automatically be passed on as an allocation in the next phase(s), and cannot be reversed on the basis of other allocations in one of the later phases (unless such is indicated explicitly in the allocation decision from the previous phase). In addition, for each phase, capacity can be requested and allocated separately.

#### 4.5 Allocation procedure per phase

The allocation shall take place according to the following procedure, in each of the phases described above:

- notification of date for final submission of requests;
- notification of the capacities to be reserved by the allocating body.

During the period leading up to the date of the final submission of requests, Railned is available to advise railway companies to draw up their applications in such a way that foreseeable incompatibilities are avoided.

Following the final date of submission of requests:

- Railned will investigate whether the capacities as requested can be combined within the capacity of the infrastructure; this investigation will result in an inventory of the incompatibilities;
- if no incompatibilities are identified, allocation will take place by Railned according to the requests;
- if incompatibilities are identified, Railned will initiate consultation between the applicants together, in order to investigate whether they can adjust their requests such that the incompatibilities are eradicated; if these consultations are successful, allocation will once again be made according to the (adjusted) requests;
- if the consultation does not (or does not in time) result in removal of the incompatibilities, the allocating body shall take its allocation decisions, in contravention of the requests, with application of the allocation rules.

In each allocation phase, an allocation decision will be taken on one occasion; subsequently received requests for allocation in that phase shall be dealt with in their order of receipt; allocation shall only take place if possible within the remaining free capacity, or if the allocation can be made within the capacities reserved for the market segment in question.

In its allocation procedure, Railned will regularly consult with applicants, for example about possible interim alterations to the process timetables employed ("work plan consultations").



## 4.6 Requests

The final submission dates for requests for capacity allocation in the hour pattern for 2003 and in the annual timetable period 2003 are listed in Appendix 13.

The requests must be submitted in the form of a draft timetable, via the VPT system.

Companies which do not have access to the VPT system and which are not affiliated to companies which do have such access, can also submit their request via a specification for a timetable to be designed by Railned.

For the submission of details relating to changes to trains following conclusion of the planning, Railverkeersleiding will make forms available.

*Information available:*

- specification forms for request/change to timetable

## 4.7 Allocation rules, in planning

If the combination of all requested capacities and capacities to be reserved by Railned is incompatible within the capacity of the infrastructure, and if the applicants do not adjust their request in the consultations which follow the identification of this incompatibility, Railned will take an allocation decision whereby capacities will be allocated contrary to the requests. Railned will employ the rules as formulated in the Interim Bill on railway capacity allocation.

These rules list the following interests which must be considered in the decision making process:

- maintaining the guaranteed minimum capacities per market segment, as specified in the Interim Bill
- the efficient use of the railway infrastructure
- the economic interests of the applicants
- minimising travelling times by public passenger transport
- the allocation of capacity to requests from companies for the first time requesting capacity for freight transport by rail.

In weighing up these interests, the allocating body must grant a higher weighting to the interests related to the market segments with higher priority; in that connection, the following order of priority should be employed:

- urban regional public passenger transport
- international public passenger transport
- conventional freight transport
- national public transport
- heavy freight transport
- rapid freight transport
- district and regional public passenger transport
- very high speed freight transport
- private passenger transport.

## 4.8 Allocation rules, in traffic regulation

### 4.8.1 Order acceptance

Following completion of the planning, orders concerning the trains to be deployed or altered shall be discussed by the order accepting officers of Railverkeersleiding; the thus submitted orders shall be dealt with in order of receipt.

If the required capacity cannot be provided, without conflict with other already allocated capacities, the request will be rejected. In the event of disruptions to train traffic, Railverkeersleiding can temporarily suspend the acceptance of orders.

#### 4.8.2 Traffic regulation

The necessity to make changes to the allocated capacities arises if the passage of trains deviates from the plan, or in the event of unforeseen reduced availability of the infrastructure. If the disruption and the corrective measures thereof affect only one railway company, and do not interfere with the capacities allocated to other railway companies, the corrective measures to be taken will be laid down in consultation with the railway company in question.

In cases where multiple railway companies are involved in the disruption or correction thereof, Railverkeersleiding will aim to determine the corrective measures to be taken as far as possible in advance, in negotiation with the railway companies. The following rules will be applied in situations where such settlements are not available, or not suitable (for example because the nature of the disruption goes beyond the scope of the agreement reached, or because of the involvement of a railway company which is not participating in the settlement):

- if the plan deviation exceeds a specified delay margin, determined for each node, the right to use the allocated capacity shall expire; according to the specifications of the railway companies involved, Railverkeersleiding will allocate alternative capacity, as far as possible avoiding conflicts;
- in the event of unforeseen limitations to the availability of the infrastructure, Railverkeersleiding will aim to achieve efficient transport movements, with maximum use of the limited remaining capacity, whereby within the limiting conditions, as far as possible the original allocations will be complied with.

#### 4.9 Coordination of possessions

Railned will organise regular consultations during which the various proposed possessions for maintenance and construction engineering work on the infrastructure can be harmonised with one another at an early stage, as well as with the possibilities and wishes of the railway companies in respect of alteration of their train services.

Subsequently, Railned will periodically draw up an overview of the planned possessions, whereby the related proposed and harmonised timetable alterations are listed. These harmonisations will represent the framework within which the subsequently to be received definitive applications for possessions can be assessed.

All possession situations as requested by Railinfrabeheer will be submitted to the railway companies for evaluation, using an automated system, precisely stating the related restrictions on the use of the infrastructure. On the basis of the reactions from the railway companies affected, Railned will take an allocation decision, as necessary following consultation and the hearing of arguments from both sides, whilst maintaining the previously agreed framework as the reference framework.

#### 4.10 Reserved capacities

For international freight transport, Railned together with foreign sister organisations will draw up preplanned cross-border timetable paths. These timetable paths, on the most important relations from and to the Netherlands for international freight transport, are reserved in the annual timetable for railway companies wishing to make use of them.

These reservations will expire anyway if, five days prior to the transport day, no candidate has come forward. Other reserved capacity, not allocated to a railway company at the moment of conclusion of the planning, will expire at that moment.

*Other information available:*

- timetable for preplanned paths in the Netherlands and on adjacent foreign networks in the annual timetable 2003 (available from September 2002).

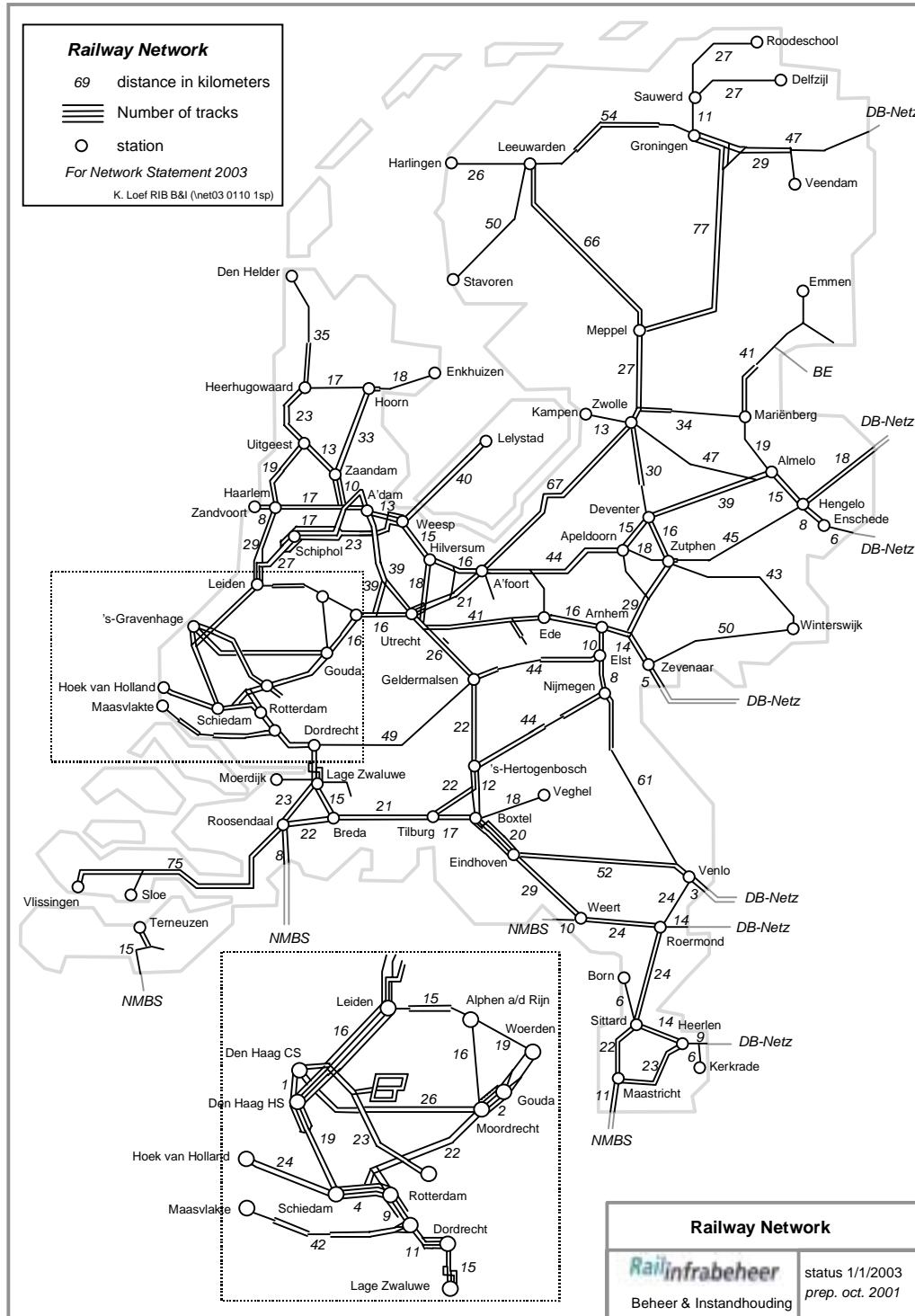
#### 4.11 Congested infrastructure

The sections of the network marked in Appendix 10 are already marked in advance as congested, for the timetable year 2003.

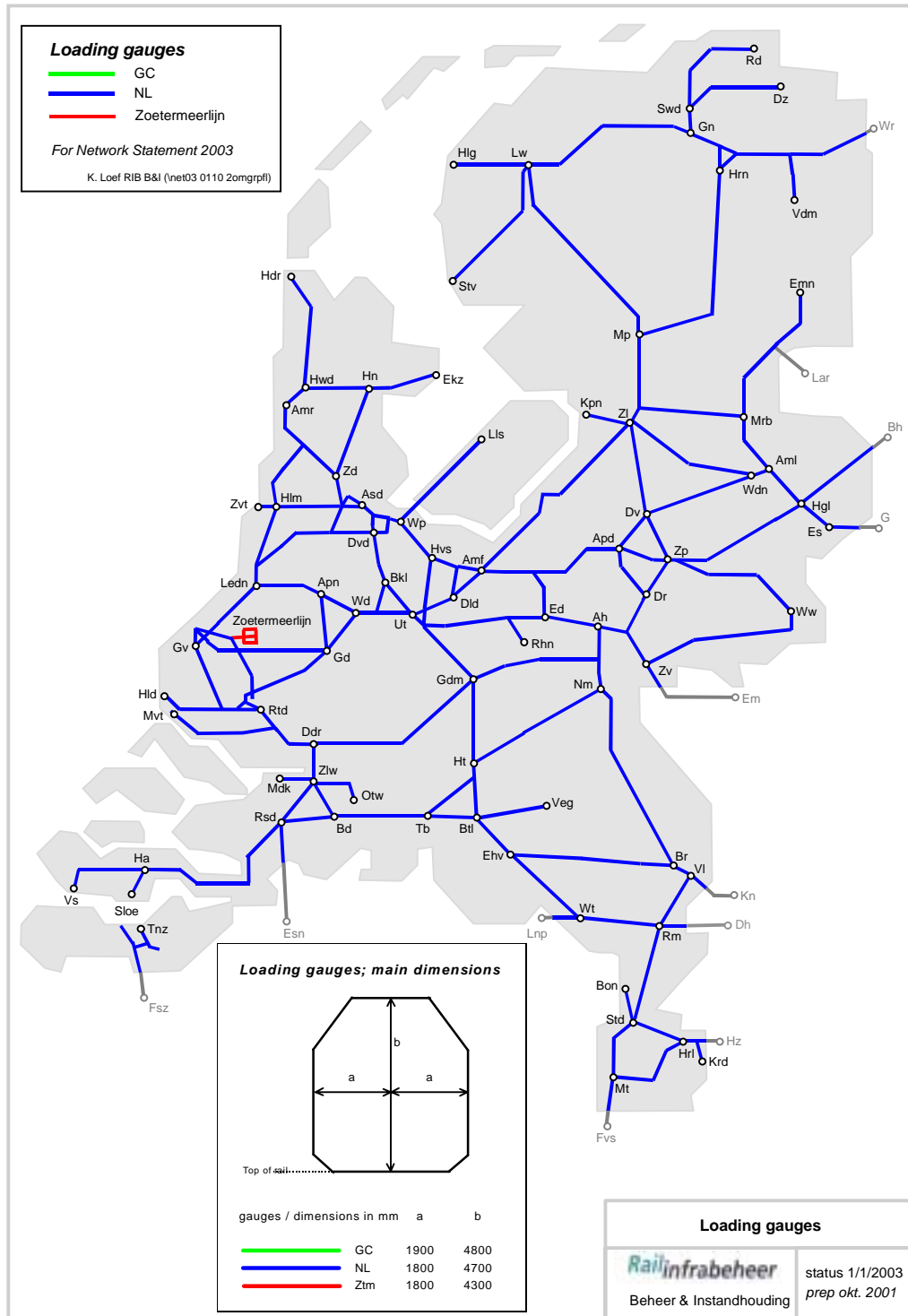
This statement of congestion is based on the investigations carried out into the scale and nature of the expected demand for capacity on the network sections in question, in relation to the capacity available on those network sections.

Railway companies requesting capacity allocation on these network sections must therefore take account of the fact that the timings and path characteristics of the capacities allocated to them may deviate considerably from their requests.

### Appendix 1 Map of railway network; general overview map

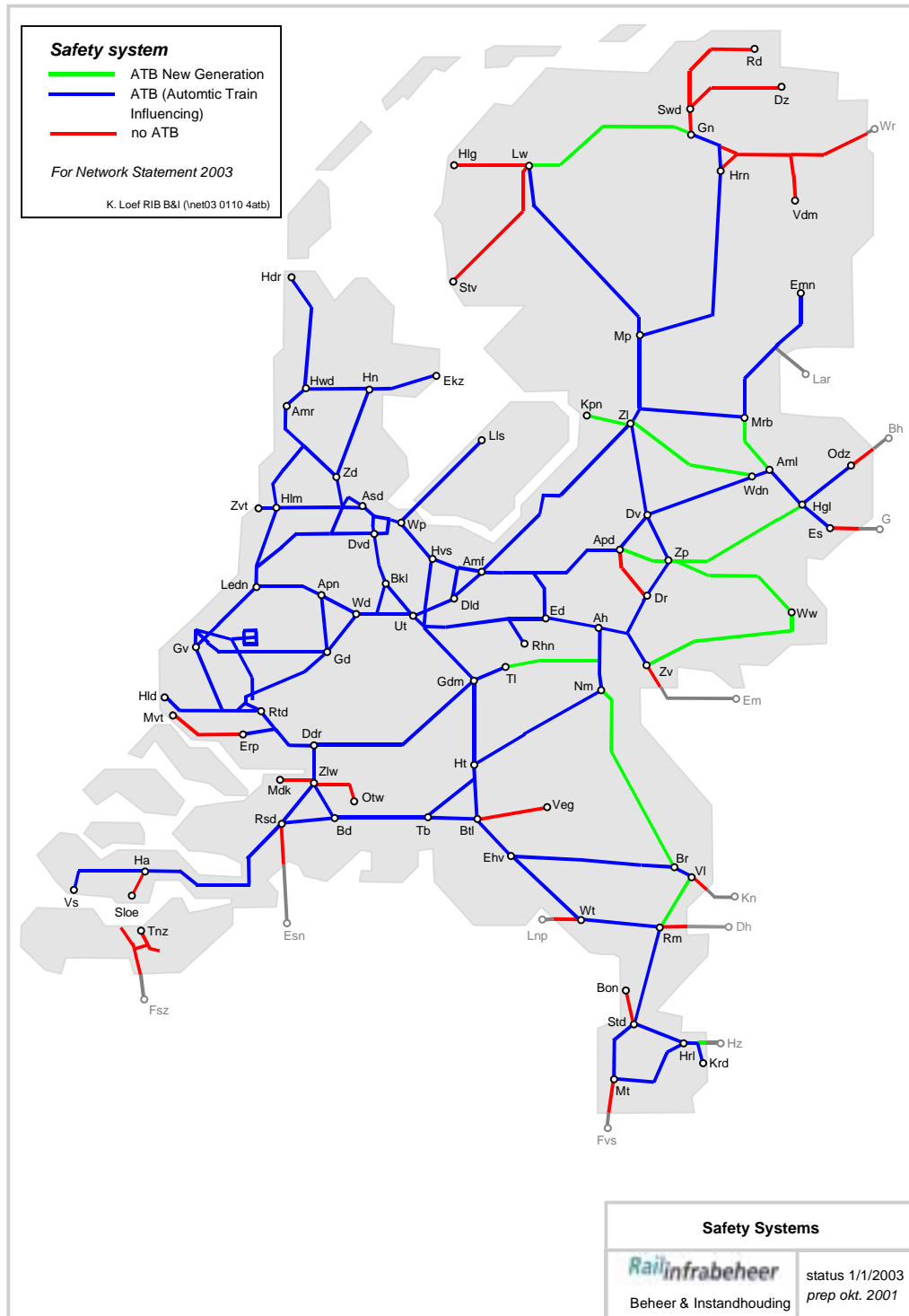


## Appendix 2 Map of railway network; maximum loading gauges per line

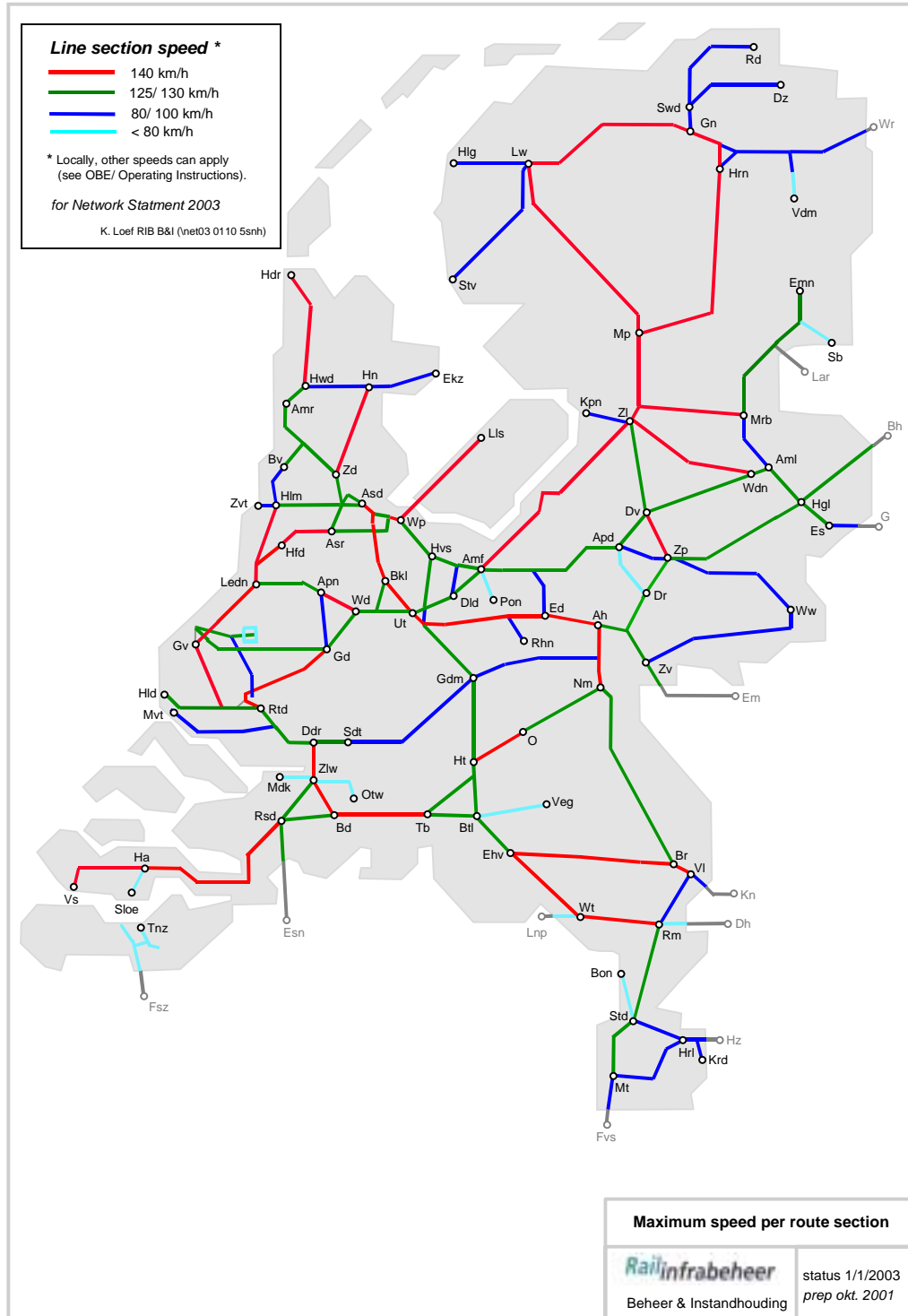




### Appendix 4 Map of railway network; installed safety systems

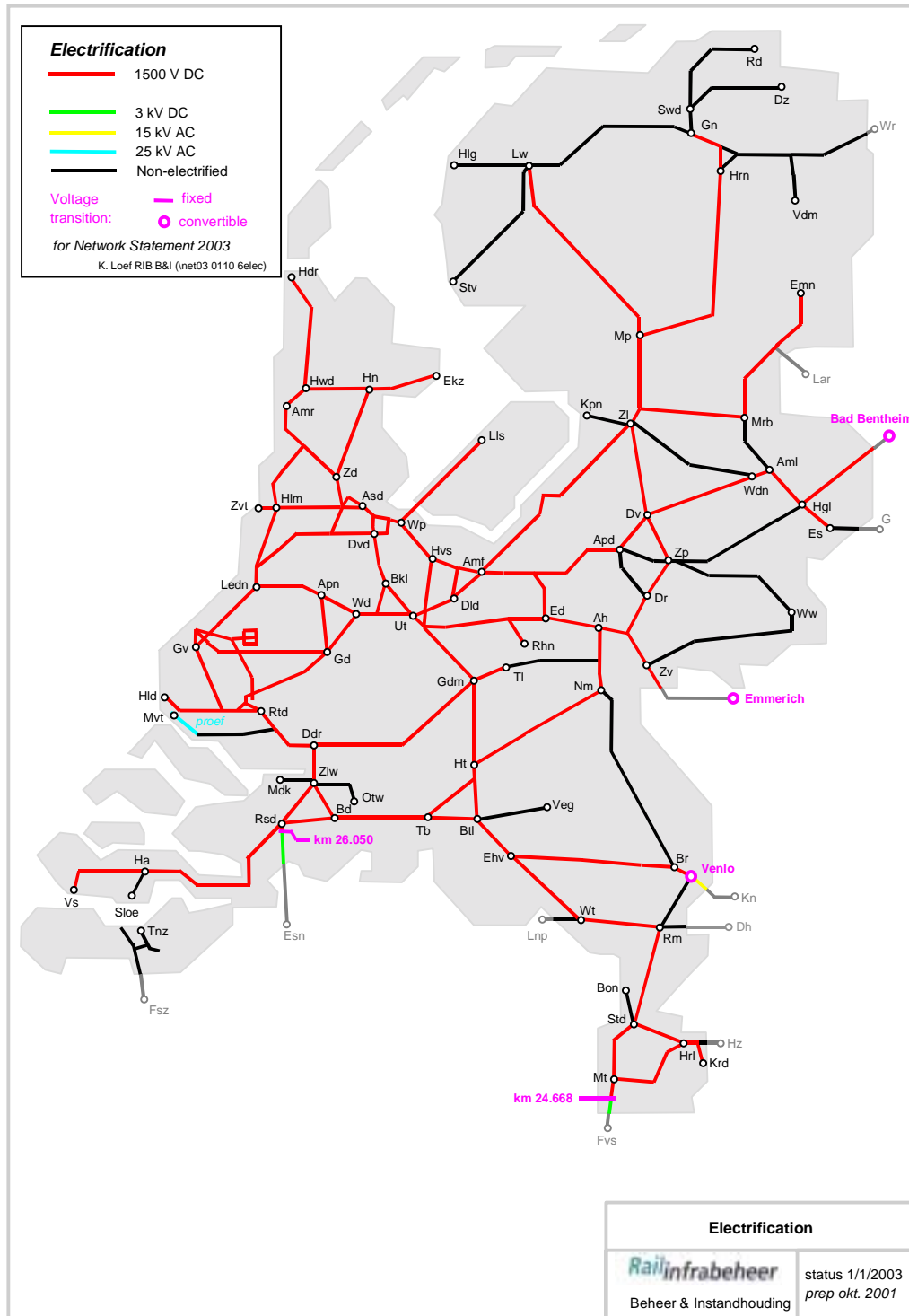


Appendix 5 Map of railway network;  
route section speeds

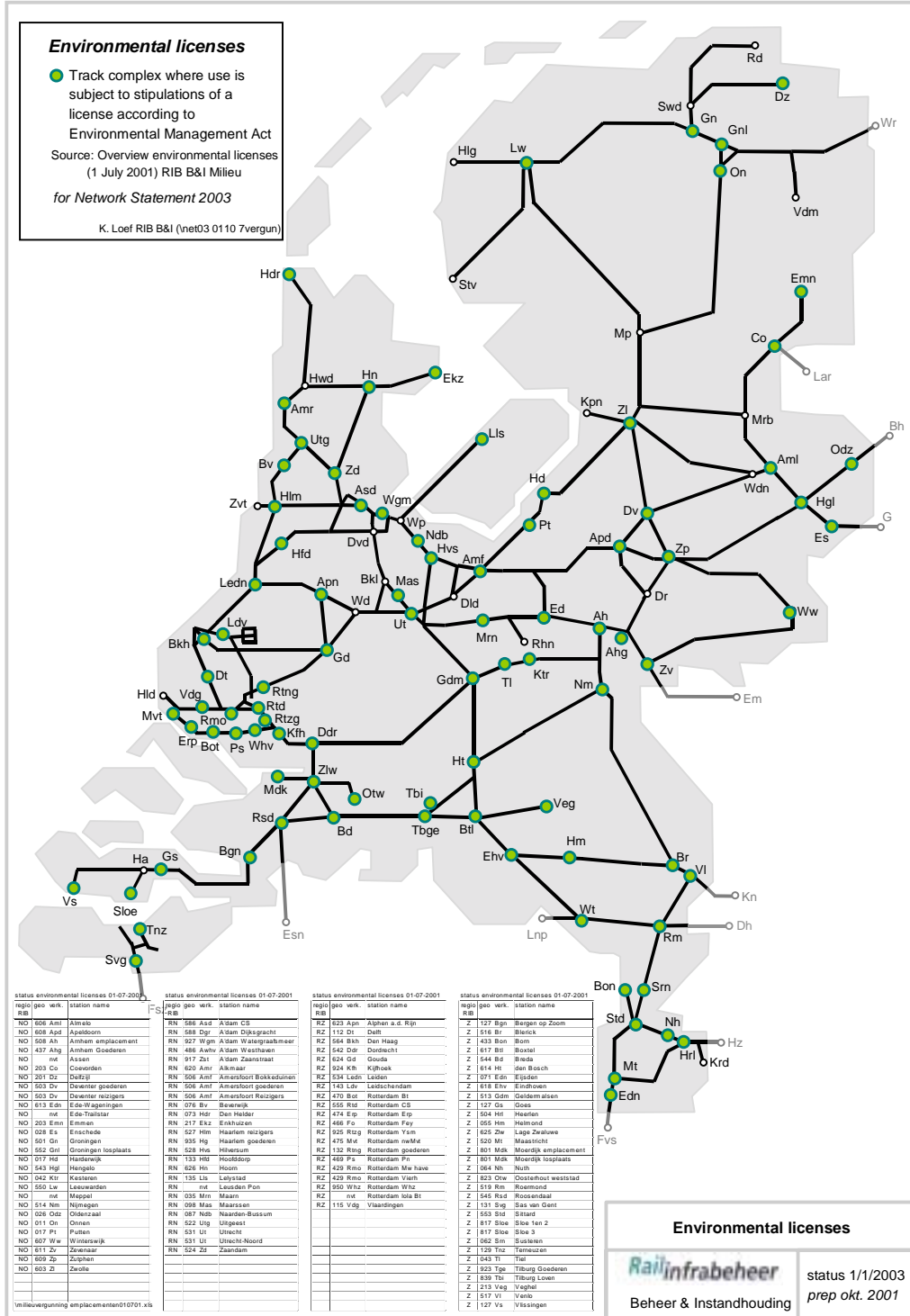




Appendix 6 Map of railway network; electrified route sections; catenary voltage



### Appendix 7 Map of railway network; applicable environmental licences



Railinfrabeheer



RAILVERKEERSLEIDING

**Appendix 8 Map of railway network;  
route sections with traffic restrictions**

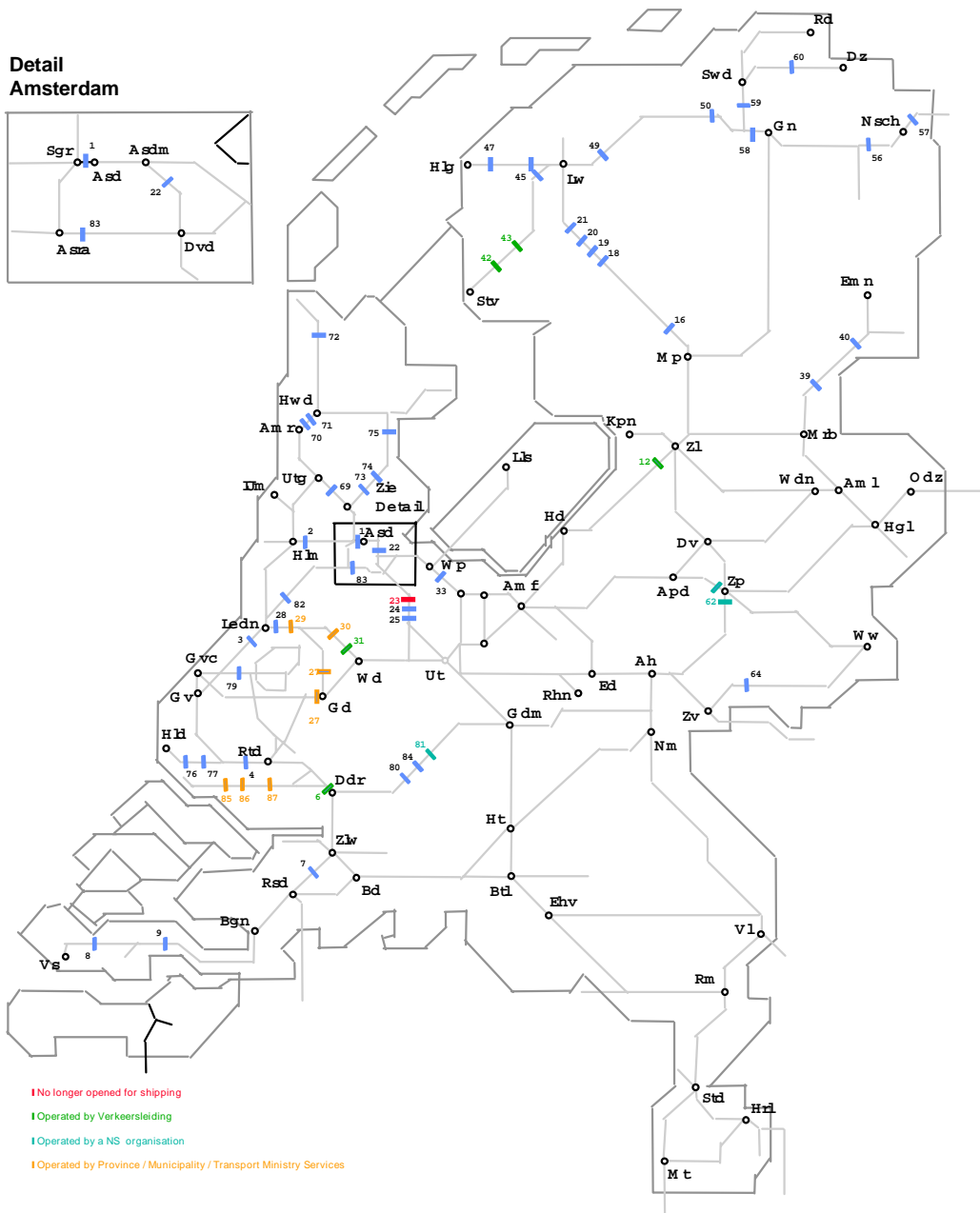
In Network Statement 2003: nill

## Appendix 9 Table and map of railway network; movable railway bridges

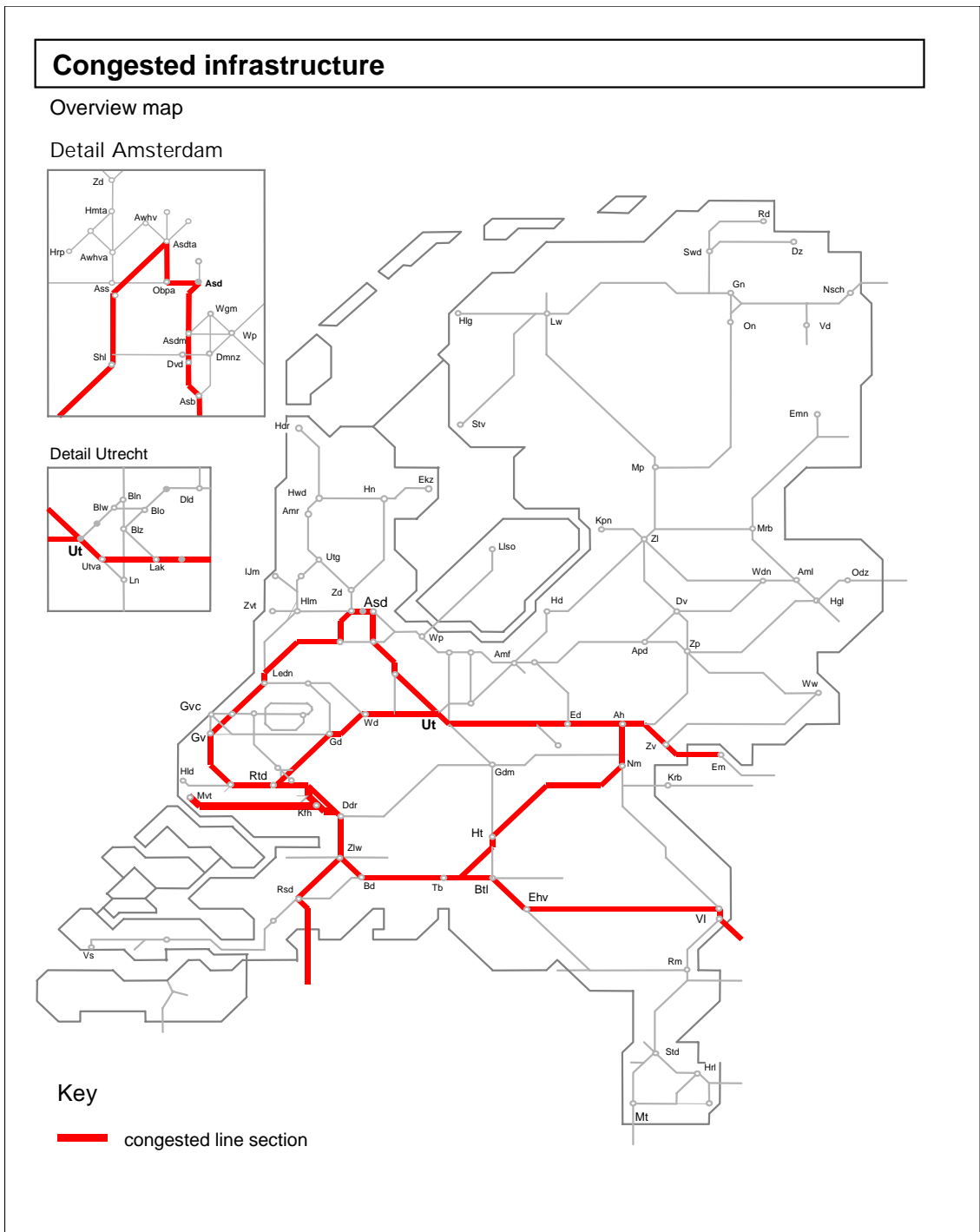
BRIDGE NAME	MUNICIPALITY	BRIDGE NUMBER	SPECIAL FEATURES
Singelgracht	Amsterdam	1	
Spaarnebrug	Haarlem	2	
Vinkbrug	Leiden	3	
Schiebruggen	Rotterdam	4	
Oude Maas	Dordrecht	6	
Mark	Zevenbergen	7	
Arnekanaalbrug	Arnemuiden	8	On request
Vlakebrug	Vlake	9	
IJssel (ZI)	Zwolle	12	
Drentse hoofdvaart brug	Meppel	16	
Deelsbrug	Akkrum	18	
Boorne	Akkrum	19	
Prinses Margrietkanaal	Grouw	20	
Harinxma kanaal (Mp-Lw)	Leeuwarden	21	
Oosterdoksuis	Amsterdam	22	
Gein	Abcoude	23	No longer opened
Nieuwe Wetering	Nieuwersluis	24	
Grote Heycop	Breukelen	25	
Hoge Gouwebrug	Gouda	27	
Galgewater	Leiden	28	On request
Rijn-Schiekanaal	Leiden	29	
Gouwsluis	Alphen aan de Rijn	30	
Dubbele Wiericke	Bodegraven	31	On request
Vechtbrug	Weesp	33	
Coevorder Stadsgracht	Coevorden	39	
Hoogeveense vaart	Nieuw Amsterdam	40	
Klifrak	Workum	42	On request
Wijmerts	Oudega	43	On request
Harinxma (Lw-Hlg/Stv)	Leeuwarden	45	
Zuidergracht	Harlingen	47	On request
Greuns	Leeuwarden	49	
Hoendiep	Hoogkerk	50	
Wildervanckkanaal AG	Zuidbroek	56	On request
Westerwoldse Aa	Nieuweschans	57	On request
NoordWillemsKanaal	Groningen	58	On request
Reitdiep	Groningen	59	
Boterdiep	Bedum	60	On request
Ijsselbrug	Zutphen	62	
Oude Ijssel	Doetinchem	64	
Nauernasevaart	Krommenie-Assendelft	69	
Noord Hollandskanaal	Alkmaar	70	
Bolbrug	Broek op Langendijk	71	On request
Koegrasbrug	Koegras	72	
Zaanbrug	Zaanstad	73	
Noord Hollandskanaal	Purmerend	74	
Where	Purmerend	75	
De Haven	Maassluis	76	
De Haven	Vlaardingen	77	On request
Rijn-Schiekanaal	Leidschendam-Voorburg	79	On request
Wantijbrug	Dordrecht	80	On request
Merwedekanaalbrug	Arkel	81	
Ringvaartbrug	Haarlemmermeer	82	
Schinkelbrug	Amsterdam	83	
Baanhoekbrug	Dordrecht	84	On request
Suurhoffbrug	Rotterdam	85	
Calandbrug	Rotterdam	86	
Botlekbrug	Rotterdam	87	
Rensel	Winschoten	56A	On request

Overview map Bridges

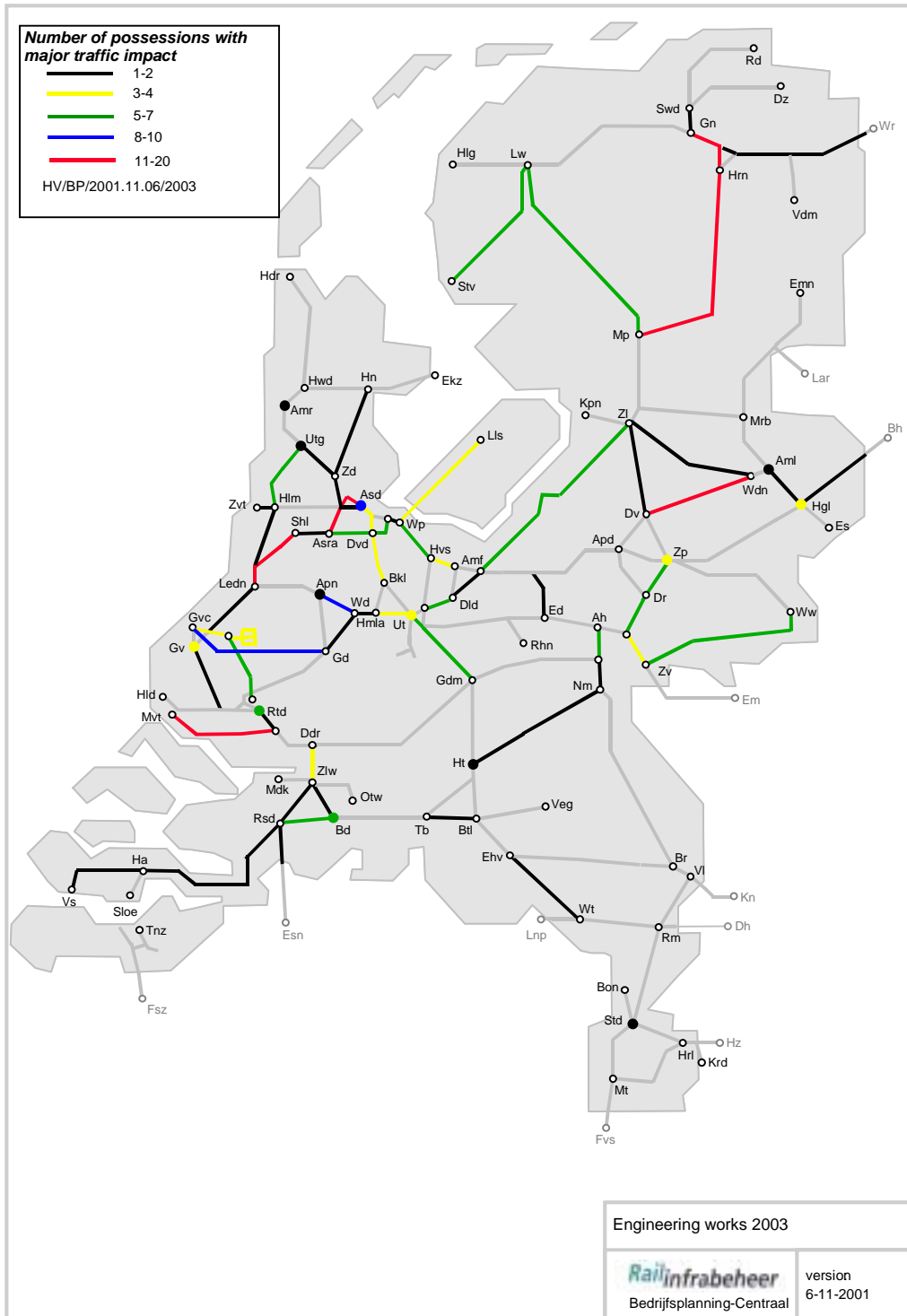
16 October 2001



**Appendix 10 Map of railway network;  
congested infrastructure**



**Appendix 11 Map of railway network; expected functional traffic nuisance in connection with engineering work (for renewal and enhancement) on or close to the infrastructure**



## Appendix 12 Table; alterations to infrastructure functions applicable from 2003

description of transport axis and project	effective from (planned in- service date)	probability of on-time delivery	remarks
<b>Amsterdam – Den Haag – Rotterdam – Dordrecht</b>			
Barendrecht, phase 3 step 5; 4 passenger tracks through tubes 1 and 2	Nov 2003	at risk	severe pressure on planning
<b>Amsterdam – Utrecht – Maastricht/Heerlen</b>			
Amsterdam-Utrecht: step 160.04; waiting holding track Maarssen + Strukton no longer accessible from Breukelen	Jul 2003	at risk	
Amsterdam-Utrecht: step 160.04; Sli only accessible via track 52	Jul 2003	at risk	Utrecht phasing not yet elaborated
Amsterdam-Utrecht: step 160.05; Strukton once again accessible from Breukelen (dieseltrains only)	Jul 2003	at risk	
Betuweroute Geldermalsen-'s-Hertogenbosch: phase 1.6; holding track between main tracks and single track junction Geldermalsen-Betuwroute + double track junction 's-Hertogenbosch-Betuweroute	Jul 2003	at risk	severe pressure on planning
<b>Amsterdam/Schiphol – Den Helder</b>			
Hemboog	Dec 2003	at risk	
<b>Utrecht – Arnhem – Zevenaar</b>			
Betuweroute, Zevenaar step 2; Zevenaar-Zevenaar border: cross-over at Zevenaar en double cross-over close to border	II 2003	at risk	severe pressure on planning
<b>Stations and stations alterations</b>			
Amsterdam Centraal track 10-15: step 30; platform 4 extended, platform 5 not accesible from west, platform 6 accessibility limited	Dec 2003	probable	
Arnhem Schuytgraaf; new stop	May 2003	at risk	later, due to absence of traffic situation plan
Almere Buiten Oost; new stop	IV 2003	probable	
Tilburg Reeshof; new stop	IV 2003	probable	
<b>Other route sections</b>			
Randstad rail: connection of Hofplein line towards Rotterdam Centraal and Rotterdam Noord interrupted	Jan 2003	at risk	other functional changes related to Randstad rail not yet known
Groningen – Sauwerd: double track Groningen Noord (excl.) – Sauwerd	mei 2003	probable	
Betuweroute, Arnhem-Nijmegen: phase 1.6; holding track between main tracks + double track junction of Logistic Centre towards Arnhem and Nijmegen	Jul 2003	at risk	severe pressure on planning.



description of transport axis and project	effective from (planned in- service date)	probability of on-time delivery	remarks
Gooi curve connection line	Dec 2003	certain	
<b>High Speed projects</b>			
HSL South: Rotterdam west side step 3.2, additional section platform 1 + extension of platform 1+2 + accessibility track 4 <-> BA/AA cancelled	Feb 2003	probable	
HSL South: Rotterdam west side step 4.2, stabling track 10W once again operational	Sep 2003	probable	
HSL South: Rotterdam west side step 5, platform 5 extended and 1 track of "west junction" in service	Dec 2003	probable	
HSL South: Breda-Breda junction; step 3.3, limited 3-track/4-track situation	May 2003	probable	
<b>Freight</b>			
Main private sidings branch line	2003	probable	
Noordwesthoek Maasvlakte: connection to container- and oilterminal			
Barendrecht, phase 3 step 4; tracks HJ/HL & KJ/KL in tube 2: no longer freight traffic allowed on passenger tracks (tube 1 out of service)	Mar 2003	at risk	severe pressure on
Barendrecht, phase 4 step 3; 2 freight tracks in tube 3	Jun 2003	at risk	severe pressure on planning
Havenspoorlijn: Botlek - Maasvlakte, full double track (on final site: no functional alteration)	Mar 2003	at risk	severe pressure on planning
Botlek railway tunnel c.a. double track (Pernis - Botlek) + Botlek bridge for local transport (Phase 8 step 7.1)	May 2003	at risk	severe pressure on planning
Havenspoorlijn: Waalhaven Zuid - Pernis, full double track (HS 6)	Sep 2003	at risk	severe pressure on planning
probability that indicated effective date of in-service will be achieved: certain >95%; probable >80%; at risk >50%			

### **Appendix 13 Working plan; time table for final submission of allocation requests**

For dealing with requests for capacity allocation in the annual timetable 2003, which commences on Sunday 15 December 2002 and ends on Saturday 13 December 2003, the following timetable applies:

- 15 March 2002 final date for submission of requests for allocation of capacity in the basic hour pattern 2003;
- 01 May 2002 final date for decision by Railned in respect of allocation of capacity in the basic hour pattern 2003;
- 11 Sept 2002 completion of planning annual timetable 2003, and decision by Railned relating to allocation of capacity in the annual timetable 2003.

From 15 October 2001, Railned will be available for consultation and advice on requests to be submitted.

The hereinabove mentioned final dates for submission and allocation decisions may be adjusted in the working plan, following consultation.

The number and submission dates for alteration sheets to the annual timetable 2003, the final dates for requests for allocation in those alteration sheets, and the dates on which Railned will take an allocation decision for the requests in question will be further determined by Railned, following consultation in the work plan discussions.

The requests for capacity for cross-border trains in the annual timetable 2003 can be submitted at the meetings of "Forum Train Europe" ("FTE B" Passengers 13 to 17 May 2002; "FTE B" Freight 27 to 31 May 2002); on request, Railned will inform you about special requirements relating to the submission of these requests.

The meeting of the Forum Train Europe ("FTE C", 25 to 28 June 2002) will decide on (acceptance of) international harmonisation of requests.

## Appendix 14 Model Access Agreement 1997, Statement by Railned, Terms and Conditions of Railned 1997 and Dispute Resolution Procedure 1997

### Model ACCESS AGREEMENT 1997

between on the one hand

**Railned B.V., NS Railinfrabeheer B.V. and NS Verkeersleiding B.V.**, all with registered offices in Utrecht, the latter two companies in this matter represented by Railned B.V., as demonstrated by the mutual power of representative authority attached to present agreement,

and on the other hand

**xxx**, with registered offices in Xxx, hereinafter referred to as the Carrier;

whereas

- the carrier wishes to participate in traffic on the national railway network;
- [- the carrier is in possession of a recognition as a railway company, issued on dd mmm yyy, reference XXX;]
- [- the carrier is in possession of a licence as intended in the Passenger Transport Act, article 5, issued on dd mmm yyyy, reference XXX;]
- Railned B.V. is responsible for admission to participate in traffic on the national railway network and the allocation of capacity, and is responsible for railway safety;
- NS Railinfrabeheer B.V. is economic owner of and responsible for the construction and management of the railway infrastructure;
- NS Verkeersleiding B.V. is responsible for the control and management of train traffic, and disaster prevention;
- the parties wish to regulate by contract their relationship in respect of participation in rail traffic and use of the infrastructure,

agree as follows:

1. the carrier may participate in traffic on the national railway infrastructure, within the limits of the approval and/or licence issued to the carrier, and the safety certificate issued or to be issued to the carrier;
2. present agreement and participation in railway traffic are subject tot the "Terms and Conditions of Railned 1997", without prejudice to that stipulated or laid down in the Railway Act or the Local Railway and Tram Line Act;
3. present agreement is applicable for a specified term, and shall terminate one month after the parties "on the one hand" have issued a proposal to the carrier for an access agreement tying in with present agreement, with the terms and conditions as approved by the Minister, or earlier, in a manner as described in the Terms and Conditions as referred to in the paragraph above;
4. in all matters relating to present agreement, Railned BV shall be permitted to act as the first point of contact for NS Railinfrabeheer BV and NS Verkeersleiding BV.

Signed in quadruplicate in Utrecht, dd mmm yyyy.

Railned BV,  
NS Railinfrabeheer BV,  
NS Verkeersleiding BV,

[Carrier XXX],

P.M. Ranke

XXX.

## Statement relating to the Access Agreement 1997, the Terms and Conditions of Railned 1997 and the Dispute Resolution Procedures 1997.

Railned BV hereby states, also on behalf of NS Railinfrabeheer BV and NS Verkeersleiding BV, that it has entered into an Access Agreement with a railway company, subject to conditions which deviate from the Terms and Conditions of Railned 1997.

The deviation relates to an additional stipulation to said access agreement, which appears below in its entirety, *in italics*, and which has become applicable following the abortive expiry of a period of consultation.

*"There is no agreement between all parties concerning the regulation of the subjects listed hereinbelow; as a consequence, the relevant stipulations in the Terms and Conditions 1997 shall be considered never to have applied between the parties;*

- *the required level of coverage of an insurance against legal liability;*
- *the allocation of capacity in the planning phase, in relation to the procedures and settlement rules for conflicting requests for transport purposes, and for conflicts between a request for allocation for transport purposes and a request for management purposes; in the Terms and Conditions, more specific, more detailed rules should be included;*
- *the rules for allocation of capacity in adjustment; in the Terms and Conditions more specific, more detailed rules should be included;*
- *the degree of availability of the functions of the infrastructure; in the Terms and Conditions, more specific, more detailed regulations should be included;*
- *the summary of the circumstances according to which the right to compensation for the unavailability or non-ability to use allocated capacity is excluded, in particular whether such should also apply in relation to duly planned possessions;*
- *the area of applicability and the procedures for objection and arbitration;*
- *the more precise description of the differentiation with claims which are or are not directly related to the event which caused the damage;*
- *the position of the tracks located close to maintenance work sites;*
- *the stipulations in the Rail Traffic Regulations [RRV – Reglement Railverkeer], which have a possible criminal legal relevance, and which could violate the principle that no one is required to contribute to their own conviction.*

*It should also be added, in relation to the last of the above points, that in advance of agreement in respect of the subject referred to there, carriers and their members of staff are not required to participate in investigations, if through cooperation the right that no one is required to cooperate in his own conviction could thereby be taken away."*

In accordance with article 12.2 of the Terms and Conditions of Railned 1997, all railway carriers, for the duration of the applicability of the Access Agreement 1997, may call upon application of (parts of) these deviating conditions, in relation to their Access Agreement.

Railned would further point out that Railned and NS Verkeersleiding are required to impose the rules contained in the Interim Bill on railway capacity allocation (Netherlands Government Gazette 2000 474), wherever necessary in contravention of the stipulations in the Access Agreement 1997.

## TERMS AND CONDITIONS OF RAILNED 1997

CONDITIONS OF THE ACCESS AGREEMENT 1997 BETWEEN  
RAILNED BV, NS RAILINFRABEHEER BV AND NS VERKEERSLEIDING BV

AND

TRANSPORT COMPANIES ON THE NATIONAL RAILWAY NETWORK

### INTRODUCTION

The Terms and Conditions of Railned 1997 apply to the Access Agreement 1997 between Railned, NS Railinfrabeheer and NS Verkeersleiding on the one hand and transport companies on the other, for participation in rail traffic on the Dutch national railway network. They are based on the agreements reached between the Dutch State and N.V. Nederlandse Spoorwegen on 29 June 1995 pertaining to the revision of the administrative and financial relationship between the Netherlands government and NS for the purpose of structuring the rail transport market in the Netherlands.

They incorporate provisions for the safety and regulation of rail traffic and provisions in the interest of NS Verkeersleiding BV and NS Railinfrabeheer BV. These include the technical, administrative and financial provisions that need to be agreed between railway companies and the managers of the railway infrastructure under the terms of Directive EC/91/440.

The Terms and Conditions of Railned 1997 have been approved by the Minister of Transport (by letter, reference DGP/MM/MO/V722936, dd. 28 May 1997)

Utrecht, 29 May 1997  
Railned B.V.  
NS Railinfrabeheer B.V.  
NS Verkeersleiding B.V.

- 
1. General provisions
    - 1.1. Field of application
      - 1.1.1. The Terms and Conditions of Railned 1997 apply to the Access Agreement 1997 between Railned, NS Railinfrabeheer and NS Verkeersleiding on the one hand and the transport company on the other regarding participation in rail traffic on the national railway network.
      - 1.1.2. The national railway network comprises the infrastructure of:
        - Main and branch railway lines in the Netherlands <sup>4</sup>;
        - Main siding lines.
      - 1.1.3. Supply of electric energy for traction of trains does not enter in the scope of this agreement.
    - 1.2. Organisations
      - a. Railned: Railned B.V.; charged with authorising participation in traffic on the national railway network, the allocation of capacity, responsibility for railway safety and the investigation of irregularities.
      - b. RIB: NS Railinfrabeheer B.V.; economic owner of the national railway network, charged with ensuring its availability, safety of use and accessibility, and holder of environmental and other necessary licences.
      - c. NS VL: NS Verkeersleiding B.V.; charged with controlling and adjusting the provision of

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<sup>4</sup> See the list of lines incorporated in the concession granted to NV Nederlandse Spoorwegen under the terms of article 6 of the Railway Reorganisation Act (Reorganisatiewet).

infrastructure capacity for train services and responsible for emergency control.

- d. Inframangement organisation: generic description of RIB, Railned and NS VL.
- 1.3. Definitions
- a. Licence: a document issued by the competent body to a railway company enabling it to undertake transport operations on the national railway network.<sup>5</sup>.
- b. Transport Company: a railway company holding a licence to undertake transport operations on the national railway network.
- c. Access Agreement: the agreement between the transport company and Railned, RIB and NS VL in which the technical, administrative and financial aspects of participation in rail traffic are specified, and of which these Terms and Conditions of Railned 1997 form part.
- d. Safety Certificate: the document issued by Railned following the testing of the transport company's organisation, expertise and compliance with rules concerning operation, rolling stock and personnel, which also states the extent to which the prevailing requirements have been met and with regard to which transport.
- e. Infrastructure: the definition of infrastructure is as set out in the Memorandum of Intent 'Infrastructure Definitions and Authority' (Intentienotitie Definitie en Zeggenschap Infrastructuur) and elaborated in the List of Infrastructure Elements (Objectenlijst Infrastructuur)<sup>6</sup>.
- f. Capacity: space available for allocation on the infrastructure of the national railway network, defined in terms of time, place and potential use.
- g. Allocation: the provision of capacity by Railned to the transport company or to RIB, for use exclusively by them.
- h. Restrictions: structural or incidental limitation of potential use of capacity.
- i. Emergency: an event inside or outside the rail transport system entailing:
- Disruption to the rail transport system such that continuation is threatened or already substantially hindered;
  - The immediate threat or actual incidence of harm to people, animals, property and the environment.

## 2. Rights of the transport company

- 2.1. The transport company only has the right to participate in rail traffic, if:
- It holds a licence,
  - It has signed an Access Agreement,
  - It has been awarded a Safety Certificate,
  - It operates subject to the conditions set out by these documents and provided that these documents remain valid.
- 2.2. Railned is obliged to allocate the transport company the capacity to which it is entitled, subject to the application of the Allocation Principles prepared by the Minister of Transport and for the purposes of the rail services for which it meets the conditions set out in 2.1, provided that the transport company can reasonably demonstrate to Railned that it will possess the commercial resources required to perform the rail service for which it is applying for capacity.
- 2.3. The transport company may only use the capacity allocated to it if it takes account of the technical and functional characteristics of the infrastructure and of the safety, service performance and environmental conditions set out in the relevant Allocation Decision.
- 2.4. The inframangement organisations will provide the transport company in good time with

<sup>5</sup> For the purposes of the Terms and Conditions of Railned 1997, the following will be viewed as licences:

- A licence to engage in public transport by train under the terms of article 5 of the Passenger Transport Act (Wet personenvervoer);
- An operations licence as envisaged by Directive EC/95/18;
- An accreditation as a railway company by the Minister of Transport, granting permission to undertake transport activities on the national railway network;

<sup>6</sup> Annex 1 to Appendix II 'Memorandum of Intent "Infrastructure Definitions and Authority"' to the Agreement in Principle between the Dutch State and N.V. Nederlandse Spoorwegen, dd. 29 June 1995.

information pertaining to the capacity available for allocation, together with the restrictions and prevailing rules regarding infrastructure, safety, service performance and environment, and to the capacity allocated to it.

If requested, Railned will inform the transport company of which inframanagement organisation it should contact to obtain information on a specific subject.

- 2.5. A transport company also has the right to participate in rail traffic on the rail connections of the senders and receivers of goods, in so far as the sender or receiver in question has given its permission and subject to the conditions applying equally to all transport companies and to the functional and technical characteristics of the relevant rail connection.

### **3. Duties of the transport company**

- 3.1. The transport company shall comply with the rules set out and to be set out in the future by Railned, RIB and NS VL on the basis of the tasks with which they have been charged by the Minister of Transport, pertaining to the protection of the infrastructure, safety, service performance and the environment.

Additions and changes to the rules applying at the moment this agreement is entered into will be made by Railned, RIB and NS VL in consultation with the transport company, except in such cases as Railned, RIB or NS VL are legally empowered to amend the rule in question or where the addition or change arises from the amendment of statutory provisions.

- 3.2. The transport company must comply with national or local regulations pertaining to the care of the environment imposed by law on RIB and which relate in part to the transport company's operations.

- 3.3. The transport company shall ensure that its personnel and organisations and persons operating on its behalf or with its permission will act in accordance and will comply with the rules, standards and procedures set out in articles 3.1 en 3.2.

- 3.4. The transport company will ensure that those members of its personnel charged with the safety tasks specified in the Rail Traffic Regulations (Reglement Railverkeer) have a sufficient command of the Dutch language to enable them to perform their duties properly.

- 3.5. The transport company shall insure itself against legal liability to the sum of at least NLG 20,000,000 (twenty million guilders) per claim, or shall make a provision deemed by Railned to be equal.

- 3.6. Where a transport company enjoys authority over a rail connection, it must permit other transport companies to use this connection subject to conditions that apply equally to all transport companies and determined by the functional and technical characteristics of that rail connection.

### **4. Allocation of capacity**

- 4.1. The transport company shall apply for capacity in accordance with the procedures and terms determined by Railned and communicated to the transport company. A distinction is drawn within these procedures between the allocation of capacity in the context of the annual timetable, allocation of capacity in the shorter term and allocation in the context of emergency timetables and adjustment plans.

- 4.2. Allocation is carried out by Railned by means of an Allocation Decision. The Allocation Decision only comes into force irrevocably once the term allowed for the submission of objections has elapsed and any submitted objections have been ruled upon.

- 4.3. When allocating capacity, Railned shall apply the allocation principles <sup>7</sup> set out by the Minister of Transport and - in so far as these principles do not settle the matter - the 'Key Principles of Capacity Management' (Leidende Principes Capaciteits-management) drawn up by Railned in December 1993.

<sup>7</sup>

See the letter of the Minister of Transport to the Lower House of the Dutch Parliament, parliamentary document 25228 dd 11 February 1997.



4.4. Capacity will only be allocated to a transport company within the conditions set out by its licence, Access Agreement and Safety Certificate. Allocation may be made subject to additional conditions, the latter being based exclusively on:

- The technical or functional characteristics of the infrastructure;
- The allocation principles set out in article 4.3;
- Statutory regulations pertaining to use.

Where the Minister has yet to decide whether to grant a licence application submitted by the transport company, Railned may allocate capacity for the services in question, but only at the Minister's request.

4.5. Railned reserves the right to:

- Withdraw or change allocated capacity:
  - = Because of necessary work on the infrastructure of the national railway network, the nature or time of which could not reasonably have been foreseen at the time of allocation;
  - = Because of planned work on the infrastructure of the national railway network, the execution date or time of which had not been set at the time of allocation;
  - = When instructed to do so by the competent authorities;
  - = In the interest of public order and related interests;
  - = If and for as long as the transport company is unable to demonstrate to Railned that it has at its disposal sufficient rolling stock suitable for the implementation of the rail services regarding which it has been allocated capacity;
  - = If and for as long as the transport company is unable to use the capacity allocated to it as a consequence of its failure to comply with the terms of the licence and/or Safety Certificate;
  - = if the transport company has failed to use the capacity allocated to it for a period of three months.
- Designate a proportionate number of the transport company's trains for purposes of anti-corrosion operation in order to guarantee the effective functioning of the track system; Railned undertakes to minimise the negative consequences of this duty on the part of the transport company.

4.6. Railned may charge the transport company for the costs of entering its data into the computer systems used by Railned when allocating capacity, if the transport company does not provide this input itself. The charge will be calculated on a non-discriminatory basis, known in advance.

4.7. Objections to an Allocation Decision or the decision to withdraw or alter allocated capacity may be made in the manner described in Section 11.

## 5. Infrastructure

5.1. Availability of infrastructure

RIB undertakes to ensure (barring circumstances beyond its control) that, as a minimum, the infrastructure meets the technical and functional specifications set out in the documentation, which will also be made available to transport companies.

RIB's executive and supervisory personnel are empowered, in order to prevent immediate danger caused by the state of the infrastructure, to take all actions and issue all instructions they deem necessary to prevent that danger, with the proviso that instructions relating to the implementation of train and shunting services will always be communicated to the transport company via NS VL. The transport company shall obey these instructions immediately.

5.2. Protection of the infrastructure

The transport company is not permitted to alter, damage or contaminate the infrastructure or to use it in any manner other than the one for which it is intended, has been equipped or has been made available.

RIB's executive and supervisory personnel are empowered, in order to prevent immediate danger of environmental harm or damage to the integrity of the infrastructure, to take all actions and to issue all instructions they deem necessary to prevent that danger, with the proviso that instructions relating to the implementation of train and shunting services will always be communicated to the transport company via NS VL. The transport company shall obey these instructions immediately.



### 5.3. Installation of permanent facilities

#### 5.3.1. The transport company may request RIB's permission to install its own temporary and permanent facilities relating to its participation in rail traffic on sites belonging to the infrastructure.

The transport company may not install its own temporary and permanent facilities relating to its operational activities on sites belonging to the infrastructure until it has requested and received RIB's permission.

The request will be evaluated according to factors including functionality, priority, feasibility, environmental regulations and consideration of the interests of other transport companies and those of RIB. If permission is granted, the transport company may act on it after the necessary provisions in terms of the civil law have been made with RIB, taking account also of the prevailing statutory regulations.

#### 5.3.2. In so far as a transport company operates facilities of the kind referred to in article 5.3.1, it shall permit other transport companies to use them, in return for reasonable compensation and subject to reasonable conditions, provided that its commercial operations are not unreasonably hindered as a result.

### 5.4. Use of facilities

#### 5.4.1. Under the terms of prevailing local environmental permits (or similar statutory provisions), RIB is empowered to order that, at a railway yard or part thereof:

- Cleaning of rolling stock in the open air;
- Filling up with diesel;
- Supplying or removing waste from operational processes or removal of waste from rolling stock;
- Other, similar actions designated by RIB which fall under the terms of the relevant licence or statutory provisions,

may not be carried out, or may only be carried out at the locations designated by it and/or subject to conditions imposed by it and/or using the facilities located at the site.

#### 5.4.2. In so far as RIB is the manager of the facilities referred to in article 5.3.1, the charges to be made for using the facilities in question will be agreed with RIB; regulating the use of facilities managed by a party other than RIB falls beyond the scope of this agreement.

## 6. Traffic control

### 6.1. Task fulfilment

#### 6.1.1. NS VL shall make lines available to the transport company in accordance with the capacity allocated by Railned; NS VL may deviate from the established capacity allocation in the following cases:

- Threat of danger, emergencies and (threatened) disruption of public order;
- Disruption or blocking of the infrastructure;
- Delays or disruptions to the train service;
- Extreme weather conditions;
- If so instructed by the competent authorities or in the interests of public order or other related interests.

Deviations may relate to:

- Changes to implementation times, routes and track use;
- Cancellation or insertion of trains;
- Breaking of through services and connections;
- Addition and removal of stops.

In the event that previously designated trains are not operating, NS VL may also designate the transport company's trains for purposes of anti-corrosion operation in order to guarantee the effective functioning of the track system.

NS VL undertakes to minimise the negative consequences of any deviation from the allocated capacity on the part of the transport company.

#### 6.1.2. The transport company must comply with the amendments to the train service, instructions and measures specified by NS VL.

- 6.1.3. When carrying out adjustments, NS VL shall apply the allocation principles set out by the Minister of Transport and - in so far as these principles do not settle the matter - the 'Key Principles of Capacity Management' (Leidende Principes Capaciteits-management) drawn up by Railned in December 1993, on the basis of the information available at that moment and the prevailing conditions.
- 6.1.4. A transport company or group of transport companies may, in connection with the adjustment of its own service performance and the removal of blockages, agree arrangements with NS VL regarding problem-solving scenarios, in which the allocation rules may be deviated from, if this does not harm the interests of the other transport companies and other interested parties.
- 6.2. Action in response to immediate danger  
NS VL personnel charged with safety duties are empowered in the event of immediate danger to issue all instructions and take all actions they deem necessary to prevent that danger. The transport company must obey these instructions immediately.
- 6.3. Refusal to co-operate  
NS VL may refuse to co-operate with actions whereby the transport company is clearly in breach of the safety regulations to which it is subject.
- 6.4. Information exchange
- 6.4.1. The transport company shall furnish NS VL with information requested and necessary to the performance of its duties with regard to production planning, granting access to vehicles, transported hazardous substances, exceptional transport, etc., observing the terms, form and structure established by NS VL following consultation with the transport companies. The requested manner of information provision and the term within which information is to be provided may not be unreasonably onerous and may not have any discriminatory effects. NS VL may charge the transport company for the costs of entering its data into the computer systems used by NS VL when controlling and adjusting the train service, if the transport company does not provide this input itself. The charge will be calculated on a non-discriminatory basis, known in advance.
- 6.4.2. NS VL is authorised to store data concerning the operation of train and shunting services and the transport of hazardous substances and to use this data for purposes of analysis. NS VL will only disclose data concerning a specific transport company to any party other than Railned and RIB with the permission of the transport company in question, unless the disclosure of that data occurs in compliance with a legal obligation or in connection with the processing of emergencies. Data belonging to and concerning a particular transport company which is not required for the performance of NS VL, Railned or RIB's own tasks will only be collected and stored by NS VL under the terms of an agreement signed with the transport company in question.
- 6.4.3. NS VL will report on the production quality it has delivered in a manner to be agreed by NS VL and the transport company.
- 6.4.4. NS VL will agree arrangements with the transport company setting out in what cases and by what procedure NS VL will directly inform the transport company of measures taken by NS VL (in the context of adjustment or emergency control), which have a negative influence on the transport company's rail services.
- 6.5. Emergency organisation
- 6.5.1. The general management, co-ordination and implementation of emergency control is the responsibility of NS VL, without prejudice to the powers of the public authorities. Transport companies must obey the instructions of local NS VL management.
- 6.5.2. NS VL may, if necessary for the performance of its task, make use of each transport company's commercial assets. If these assets are used for more than simply the benefit of the transport company itself, the transport company will be entitled to be compensated by NS VL for the costs it has incurred. If this use is to be systematic, NS VL will make prior arrangements with the transport company concerning this deployment and compensation.

- 6.5.3. NS VL may not order the transport company to take over the transport operations of other transport companies, other than to collect the passengers from a train stranded away from a station.
- 6.5.4. For the purposes of emergency control involving trains, passengers, personnel or rolling stock, the transport company should:
- Take steps to assist the passengers and personnel in question;
  - Ensure that the necessary expertise regarding the re-railing and salvage of its rolling stock is available by means of a call system.
- These measures should be established in consultation between the transport company and NS VL.
- The transport company may agree fixed arrangements with NS VL concerning a contribution on the part of the transport company to the fulfilment of NS VL's duties in the field of emergency control, such as the provision of personnel, expertise and technical equipment, for purposes including the re-railing of its own vehicles and the clearance of its own cargoes.
- 6.5.5. NS VL shall take account, when dealing with emergencies, of the interests of the transport companies concerned, of RIB and of all other involved parties. It will consult them regarding technical matters and the prevention of further damage. It is empowered to enter any vehicle at the site of the emergency, to request information and to issue instructions relating to its duties.

## 7. Safety assurance

- 7.1. The transport company is responsible for and shall ensure safe participation in rail traffic, by both its own organisation and by organisations and persons active in that traffic at its instruction or with its permission, this in accordance with the Rail Traffic Regulations (Reglement Railverkeer).
- 7.2. Before it may use the capacity allocated to it, the transport company must satisfy Railned that it has structured its organisation in such a way that:
- The processes and procedures for participating in rail traffic can be implemented;
  - Only personnel meeting the requirements to which their function is subject are deployed in rail traffic;
  - Only vehicles meeting the prevailing requirements are deployed in rail traffic.
- Railned will set out in rules based on the Rail Traffic Regulations:
- Which requirements will apply;
  - How Railned will determine whether these requirements have been met.
- 7.3. Transport companies meeting the requirements referred to in article 7.2 will be awarded a Safety Certificate by the head of Railned's Railway Safety Department. This certificate will indicate the types of traffic, form of operation and sections of the national railway network with regard to which the requirements have been satisfied. Conditions and restrictions may be attached to the Safety Certificate.
- The validity of the Safety Certificate or of parts thereof may be limited to a period stated in the certificate.
- 7.4. Railned may revise the Safety Certificate during its period of validity, either in an official capacity or at the transport company's request, in the event of changes in the transport company's organisation or operation.
- 7.5. The Safety Certificate may be revised or withdrawn by Railned if it determines that the transport company or an organisation used by it no longer meets the requirements to which the issued Safety Certificate is subject. Revision or withdrawal may only take place after the transport company has been notified of this failure to comply with the requirements and a reasonable period has been allowed for the transport company to rectify the situation but has failed to do so.
- 7.6. It is possible to object to decisions relating to a Safety Certificate (see Section 11).

## 8. Supervision and control

- 8.1. On behalf of RIB and NS VL, Railned's Railway Safety Department monitors safe operation and compliance with the Rail Traffic Regulations and the rules, standards and procedures

based on them as drawn up by Railned, by the transport company, its personnel and organisations and persons acting on its instruction or with its permission.

8.2. The transport company shall co-operate with safety investigations, audits and inspections by Railned's Railway Safety Department and will place a similar obligation on those acting on its instruction or with its permission.

8.3. For the purposes of implementing the provisions of articles 8.1 and 8.2, the personnel of Railned's Railway Safety Department may, having properly identified themselves:

- Issue instructions to the transport company;
- Request information and perusal of data and documents and record or copy this information,
- Take away items for investigation, having provided a receipt;
- Enter vehicles and facilities belonging to the transport company;
- Withdraw the transport company's vehicles and facilities from operation for as long as necessary to perform investigations or inspections or until shortcomings in terms of safety, service performance, compromising the safe operation of the infrastructure or environmental protection have been put right;
- Travel free of charge on the transport company's trains, in so far as this is required in order to perform the tasks described here;

The personnel of Railned's Railway Safety Department will only exercise these powers in so far as this is necessary for the effective fulfilment of their tasks and will do so in such a way as to avoid unnecessary disruption to the transport company's commercial operations.

8.4. The personnel of Railned's Railway Safety Department described in article 8.3 are empowered in the event of immediate danger to take all actions and to issue all instructions they deem necessary to prevent that danger. The transport company shall obey these instructions immediately.

8.5. vacant.

8.6. Railned may, in order to exact a transport company's compliance with a rule, notify that transport company of its intention to impose a fine or withdraw the capacity allocated to it if the transport company fails, within the period specified in the notification, to comply with the specified rule. The fine must be proportionate to the fact with regard to which it is being imposed. Payment of the fine does not relieve the transport company of the duty to comply with the contents of the notification document.

8.7. In the event that a penalty or fine is imposed on Railned, RIB or NS VL by a government body as a result of action on the part of a transport company to which the Access Agreement applies, Railned will impose a penalty or fine of equal value on the transport company, though not before Railned, RIB or NS VL has offered the kind of defence the transport company might reasonably expect, or after the transport company has been given the opportunity by the inframanagement organisations of putting forward such a defence and the penalty or fine in question has come into effect following a ruling on that defence. If several transport companies are guilty of the punished action, Railned will impose the penalty or fine on them in proportion with their part in the punished action.

8.8. vacant.

## **9. Liability and damage**

9.1. Taking account of the provisions set out below, the parties' liability for damage arising from or relating to the failure to comply fully with any provision of the Access Agreement and/or these Conditions will be determined in accordance with statutory and legal ruleset.

9.2. Railned, RIB and NS VL are severally liable for damage suffered by the transport company as a result of their actions and shortcomings relating to the Access Agreement and/or these Conditions. A claim for damages will be dealt with entirely by the party to whom it was presented, unless, within six weeks of the submission of the claim, a party other than the transport company indicates that it will deal entirely with the claim.

If a transport company inflicts damage on Railned and/or NS VL and/or RIB, Railned, NS VL and RIB will combine their individual claims for liability to as great an extent as possible.

- 9.3. Liability proceedings between Railned, NS VL and RIB on the one hand, and transport companies on the other, and between transport companies, concerning damage that has not been directly caused by the incident leading to the damage, will not be accepted, unless the party suffering the damage can demonstrate the damage was caused by the transport company, Railned, NS VL or RIB, their subordinates and/or auxiliary staff, either deliberately or with knowing recklessness.  
Parties may not invoke the above exclusion in so far as they have not done everything that could reasonably have been expected of them to avoid or limit the damage.
- 9.4. The parties undertake not to submit claims for incidents valued at less than NLG 10,000 (ten thousand guilders), unless the damage in question was caused deliberately or with knowing recklessness.
- 9.5. The right to compensation does not exist with regard to allocated capacity which cannot be used/is unavailable:
- because of urgent repairs to the infrastructure that could not reasonably have been foreseen,
  - for reasons of emergency control,
  - in the interests of public order,
  - at the order of the competent authorities
- provided that Railned, RIB and NS VL do everything that might reasonably be expected of them to make the capacity allocated to the transport company available to it once again as rapidly as possible.
- 9.6. If a party asks Railned to allocate it capacity that has already been allocated to another user, for reason of urgent circumstances that could not reasonably have been foreseen at the moment of allocation (other than as intended in 9.5), Railned may, if it agrees to that request, attach conditions to the allocation in question, including payment of a fee to Railned to indemnify the other capacity user.
- 9.7. The inframanagement organisations will only accept liability for damage suffered by a transport company as a result of measures, instructions or amendments ('measures') that are unjustified or have unreasonably harmed its interests and which have been imposed on the transport company by NS VL in accordance with articles 6.1.2, 6.2, or by Railned in accordance with article 8.4, provided that the objection against the measures in question is deemed to be well-founded by the application of the procedure set out in Section 11 (article 11.2).
- 10. Finances**
- 10.1. Usage levy  
The transport company will only be liable to pay a levy for use of the national railway network on the basis of an existing or future statutory regulation covering this.
- 10.2. Other duties
- 10.2.1. vacant
- 10.2.2. The transport company will pay Railned the fine or penalty imposed on it in the manner referred to in article 8.7 within 30 days of receiving notification to this end and in the manner indicated.
- 10.3. Payment rules
- 10.3.1. Payment of the compensation referred to in article 10.1 and 10.2 should be made within 30 days of invoice date to the account specified in the invoice.
- 10.3.2. If legal or extra-legal actions are undertaken by or on behalf of Railned in order to oblige a transport company in arrears to pay the sum owing, the costs of these actions shall be payable by the transport company, the minimum cost being equal to 15% of the sum in question and the maximum being NLG 50,000, with no notification being required.
- 10.3.3. In the event of late payment, a penalty of 1% a month will be payable on all outstanding sums and costs, with no requirement for further notification.

10.3.4. If, following notice by means of a letter with confirmation of receipt, the transport company persists in its failure to meet any payment required under the terms of the Access Agreement and these Conditions or to provide security for that payment before the expiry of a period of at least thirty days specified in the notice, Railned may decide to withdraw the capacity allocated to it, with effect from the eighth day following any such decision. Railned may also refuse, with effect from the date of receipt of notice, to allocate any different or additional capacity to the transport company other than that already allocated to it before that date.

10.3.5. Railned reserves the right, in the event that it has good reason to fear that the transport company will default on the performance of the financial obligations associated with its participation in rail traffic, to demand the provision of security in the form of bank-guarantees or in some other manner Railned considers appropriate.

10.4. Termination of the Access Agreement

10.4.1. The Access Agreement may be terminated by Railned, on the joint behalf of RIB and NS VL, if the transport company:

- Ceases to hold a valid operating licence;
- Ceases to hold a valid Safety Certificate;
- Fails to participate in rail traffic on the national railway network for the period of one year.

Two months' notice must be given in this event.

The Access Agreement may be terminated by Railned, on the joint behalf of RIB and NS VL, with immediate effect if, after repeated notification and the expiry of the period specified therein, the transport company persistently fails to comply with the provisions of the Access Agreement or these Conditions specified in the notice document.

10.4.2. Railned may, on the joint behalf of RIB and NS VL, terminate the Access Agreement and the provision of the performance specified in this agreement with immediate effect in the event of the transport company's bankruptcy or application for a moratorium on payments to its creditors.

10.4.3. The transport company may terminate the Access Agreement with thirty days' notice.

## 11. Objections

11.1. Interested transport companies may submit an objection relating to an Allocation Decision to the Director of Railned in accordance with Section 4. The interested transport company can submit an objection to a decision regarding a Safety Certificate in accordance with Section 7 and a decision concerning a fine in accordance with 8.6 and 8.7 to the Director of Railned. The Director of Railned will deal with this objection in accordance with the appended Dispute Resolution Procedure

11.2. The transport company may submit an objection to the Director of the relevant inframanagement organisation against measures, instructions, orders or changes ('measures') imposed on it by NS VL in accordance with article 6.1.2 or 6.2, or by Railned in accordance with article 8.4, if it believes those measures to have been imposed unjustly, disproportionately or as a result of circumstances arising from actions or negligence on the part of the relevant inframanagement organisation, provided that it makes a reasonable case that the damage it has suffered exceeds the threshold for damage described in article 9.4. The Director of the relevant inframanagement organisation will deal with this objection in accordance with the appended Dispute Resolution Procedure.

11.3. vacant.

11.4. vacant.

## 12. Final provisions

12.1. Railned, RIB and NS VL and their personnel are bound to respect the secrecy of the confidential information supplied to them by transport companies.



- 12.2. The provisions of these Terms and Conditions may be deviated from in the Access Agreement, in so far as this does not harm the interests of other parties and the deviations are not discriminatory. If, within the duration of the Access Agreement, the inframanagement organisations offer another party an Access Agreement based on different conditions than these Terms and Conditions of Railned 1997, the transport company will be entitled - if it takes the view that these different conditions are more favourable than the Terms and Conditions of Railned 1997 - to have those more favourable conditions declared applicable to its Access Agreement as well.
- 12.3. These Conditions and the Access Agreement are subject to Dutch law.
- 12.4. These Conditions may be cited as Terms and Conditions of Railned 1997.
- 12.5. With effect from the moment that a standard Access Agreement with the accompanying Terms and Conditions has been approved by the Minister of Transport, the existing Access Agreement with the accompanying Terms and Conditions of Railned 1997 may be converted at the transport company's request and with immediate effect into the aforesaid standard Access Agreement with the accompanying Terms and Conditions.
- 12.6. Disputes relating to the Terms and Conditions and the Access Agreement will be settled by the competent judge in Utrecht, in so far as the Dispute Resolution Procedure does not apply.

## Dispute Resolution Procedure (Appendix to Terms and Conditions of Railed 1997)

This Dispute Resolution Procedure forms part of the Terms and Conditions of Railed 1997, applying to the Access Agreements between NS Railinfrabeheer BV, NS Verkeersleiding BV and Railed BV, on the one hand, and transport companies on the national railway network on the other.

This Procedure has been approved by the Minister of Transport (letter reference DGP/MM/MO/V722936 dd. 28 May 1997).

### Definitions

- 1.a 'Railway company' refers in this Procedure to:
- A railway company that has submitted a request for capacity allocation to Railed for the purposes of its commercial activities in accordance with article 4.1 of the Terms and Conditions of Railed 1997;
  - A railway company that has submitted a request for the issue or amendment of a Safety Certificate for the purposes of its own operations in accordance with articles 7.3 and 7.4 of the Terms and Conditions of Railed 1997.
  - A railway company on which a fine or penalty has been imposed in accordance with the provisions of articles 8.6 and 8.7 of the Terms and Conditions of Railed 1997.
  - A railway company which has been given an instruction on the basis of articles 5.1, 5.2, 6.1.2, 6.2 or 8.4 of the Terms and Conditions of Railed 1997, which must be obeyed immediately.
- 1.b 'Decision' refers in this Procedure to:
- A decision communicated in writing to the railway company by the head of Railed's Capacity Allocation Department regarding the allocation of capacity or the alteration or withdrawal of previously allocated capacity, including the restrictions and conditions attached to the allocation, in accordance with articles 4.2 to 4.5 inclusive and 9.6 of the Terms and Conditions of Railed 1997 ('Allocation Decision').
  - A decision communicated in writing to the railway company by the head of Railed's Capacity Allocation Department regarding the provision, amendment or withdrawal of a Safety Certificate in accordance with articles 7.3 to 7.5 inclusive of the Terms and Conditions of Railed 1997; the decision includes the restrictions and conditions incorporated in the Safety Certificate ('Decision regarding Safety Certificates').
  - A decision communicated in writing to the railway by the head of Railed's Capacity Allocation Department regarding the imposition of a fine or penalty in accordance with articles 8.6 and 8.7 of the Terms and Conditions of Railed 1997 ('Decision regarding Fine/Penalty').
  - Instructions, orders and measures issued by NS VL in accordance with articles 6.1.2 or 6.2 of the Terms and Conditions of Railed 1997 ('Decision regarding NS VL Measures');
  - Instructions, orders and measures issued to a railway company by Railed in accordance with article 8.4 of the Terms and Conditions of Railed 1997 ('Decision regarding Railed Measures')
- 1.c The following distinctions are made regarding the application of this Procedure to Allocation Decisions:
- Long-term decisions (LT), relating to the fixing of long-range (annual) timetables, and Allocation Decisions regarding short-term deviations from the annual timetable, in so far as these decisions are taken at least 13 weeks before the date (or the first day of the period) to which the decision relates.
  - Short-term decisions (ST), relating to interim alterations to the annual timetable, and Allocation Decisions regarding short-term deviations from the annual timetable, in so far as these decisions are taken less than 13 weeks before the date (or the first day of the period) to which the decision relates

### General provisions regarding the handling of objections.

2. The submission of the objection does not have the effect of suspending the decision to which it relates.
3. The objection should be submitted to the Director of the inframanagement organisation that took the disputed decision. The Director shall deal with the objection personally. In the event that the Director is prevented from doing so, he or she will appoint a substitute who was not involved with the decision to which the objection relates or to its preparation.



4. The Director is authorised to mediate during the handling of the objection with a view to removing the objection; the party submitting the objection may withdraw it at any stage of the procedure, which will then be halted.

#### **Submission of an objection to Allocation Decisions**

5. A railway company may submit a written objection against an Allocation Decision to the Director of Railned no later than ten (LT) or five (ST) working days from the date of that Decision. Objections will also be accepted where these concern Railned's failure to notify the railway company of an Allocation Decision within the proper period, that is, the railway company was not informed of the capacity allocation within ten (LT) or five (ST) working days of the expiry of the allocation notification periods specified in article 4.1 of the Terms and Conditions of Railned 1997.
6. The Director of Railned will send a submitted objection accompanied by the notes and, if applicable, the detailed explanation of the decision and - if they have not yet been informed of the decision - the decision itself within five (LT) or two (ST) working days (calculated from the end of the objection period cited in the previous point) to other interested parties that derive infrastructure usage rights from the decision to which the objection relates, and whose infrastructure usage rights might be affected in the event that the decision is reconsidered in the manner envisaged by the party submitting the objection.
7. The other interested parties referred to in point 6 shall have at least five (LT) or three (ST) working days after dispatch and up to five working days before the hearing referred to in point 8 to submit additional documents to the Director of Railned. Interested parties may peruse all submitted documents at the office of the Director of Railned.

#### **Handling an objection against an Allocation Decision**

8. The Director of Railned shall organise a hearing to be held at least 15 (LT) or 5 (ST) working days, and at most 30 (LT) or 20 (ST) days from the expiry of the objection period. The Director will invite the party submitting the objection and the other parties referred to in point 6 which have an interest in the decision to which the objection relates, together with the Head of the Capacity Allocation Department, who took the decision.  
The party submitting the objection and the other interested parties may have themselves represented at the hearing.
9. The Director of Railned will hear the party submitting the objection, the other interested parties referred to in point 6 and the Head of the Capacity Allocation Department in each other's presence. Other parties may attend the meeting as observers, provided that none of the summoned parties objects. A transcript of the proceedings will be kept. If one of the parties fails to attend, cognisance will be taken of the documents it has submitted.

#### **Ruling on an objection against a Allocation Decision**

10. The Director of Railned will rule on the objection within five (LT) or two (ST) working days of the hearing, having fully reconsidered the decision, applying to the current dispute the rules and procedures relating to allocation and will also consider the views expressed during the hearing. Interested parties may peruse all the data and documents used by the Director of Railned in his reconsideration. The ruling will be communicated to the party submitting the objection and to the other interested parties immediately, and an explanation of the ruling as quickly as possible but no later than ten or five working days afterwards.
11. The ruling will comprise a decision regarding the allocation of capacity.  
The Director of Railned is not empowered in the context of the objection procedure to impose a duty of compensation, financial or otherwise, on the party submitting the objection or the other interested parties.

The Director of Railned is empowered to rule that, having heard the party submitting the objection and the other interested parties, the objection is well-founded and hence accepted, but that the Allocation Decision will not or will only be partially replaced by a new Allocation Decision, on the grounds that the time available between the Director of Railned's ruling and the date (the first day of the period) to which the Allocation Decision relates is too short for implementation to be adequately prepared.

#### **Submission of an objection relating to Safety Certificates**

12. The submission of objections relating to Safety Certificates is not subject to time limits.

Objections will also be accepted that are submitted against Railned's failure to take a decision regarding the issue of a Safety Certificate, that is, if Railned has not decided within a period of 90 days whether to issue a Safety Certificate in response to a submitted application.

#### **Handling an objection relating to Safety Certificates**

13. The Director of Railned shall organise a hearing to be held no more than 20 working days from the submission of the objection. The Director will invite the party submitting the objection, the Head of Railned's Railway Safety Department, who took the decision, and the Head of the National Traffic Inspectorate's Railway Supervision Department. The party submitting the objection may have itself represented at the hearing.
14. The Director of Railned will hear the party submitting the objection and the Head of the Railway Safety Department in each other's presence; the Director will also give the Head of the National Traffic Inspectorate's Railway Supervision Department the opportunity to indicate his view of the decision during the hearing. Other parties may attend the meeting as observers, provided that none of the summoned parties objects. A transcript of the hearing will be kept. If one of the parties fails to attend, cognisance will be taken of the documents it has submitted.

#### **Ruling on an objection relating to Safety Certificates**

15. The Director of Railned shall rule on the objection within 10 working days of the hearing, having fully reconsidered the decision, applying to the current application the rules and procedures relating to the issue of a Safety Certificate, and will also consider the views expressed during the hearing. The ruling will be communicated to the party submitting the objection immediately, and an explanation of the ruling as quickly as possible but no later than twenty working days afterwards.
16. The ruling will comprise a decision concerning the issue of a Safety Certificate and the conditions and provisions to be included in it.

#### **Submission of an objection relating to fines/penalties**

17. Objections relating to fines/penalties must be submitted within 30 days of the date of notification.

#### **Handling an objection relating to fines/penalties**

18. The Director of Railned shall organise a hearing to be held no more than 20 working days from the submission of the objection. The Director will invite the party submitting the objection and the Head of Railned's Capacity Allocation Department, which took the decision. The party submitting the objection may have itself represented at the hearing.
19. The Director of Railned will hear the party submitting the objection and the Head of the Capacity Allocation Department in each other's presence. Other parties may attend the meeting as observers, provided none of the summoned parties objects. A transcript of the hearing will be kept. If one of the parties fails to attend, cognisance will be taken of the documents it has submitted.

#### **Ruling on an objection relating to fines/penalties**

20. The Director of Railned shall rule on the objection within 10 working days of the hearing, having fully reconsidered the decision, applying the rules and procedures relating to the imposition of fines and penalties, and will also consider the views expressed during the hearing. The ruling will be communicated to the party submitting the objection immediately, and an explanation of the ruling as quickly as possible, but no later than twenty working days afterwards.
21. The ruling will comprise a decision concerning the imposed fine or penalty.

#### **Submission of an objection relating to NS VL and Railned measures**

22. Objections relating to NS VL or Railned measures must be submitted within 30 days of the date on which the measures were imposed.

#### **Handling an objection relating to NS VL and Railned measures**

23. The Director of the relevant inframanagement organisation will deal with the objection in an internal investigation with the officer(s) who imposed the disputed measure.

#### **Ruling on an objection relating to NS VL and Railned measures**

24. The Director of the relevant inframanagement organisation shall rule on the objection within 20 working days of submission, having fully reconsidered the decision, using the information available at the time of the decision and applying the rules prevailing in the disputed situation and taking

into consideration the extent to which the need to take the disputed measure arose from the action or inaction of the inframangement organisation itself. The ruling will be communicated to the party submitting the objection immediately, and an explanation of the ruling as quickly as possible, but no later than twenty working days afterwards.

25. The ruling will comprise a decision as to whether the submitted objection is well-founded.

**Costs**

26. No costs are payable for the handling of the objection.
27. The party submitting the objection and interested parties will each bear their own costs arising from the handling of the objection.

## Appendix 15 Consultation

On 25 July 2001, Railned submitted a draft version of this Network Statement 2003 for comments, to the railway companies operating in the Netherlands, and the Ministry of Transport, Public Works and Water Management. In response, written reactions were received from Eurailscout, NedTrain, NoordNed, NS Reizgers, Railion, and Volker Stevin Rail & Traffic Materieel.

The reactions resulted in no review of the structure or the intended level of detail of the network statement. Omissions and uncertainties notified were however corrected.

In a number of reactions, the wish was expressed that the accessibility of (detailed) information about the infrastructure be improved, and a greater insight be provided into the future development thereof. In particular insight into altering functions relating to the infrastructure could be improved; such an insight is important in connection with interoperability and the deployment of the stock of railway companies.

It ties in with the ambitions of the inframanagement organisations to include in the network statement information in a multiyear perspective relevant to the operation of the railway companies; however, in the time available for the preparation of this Network Statement 2003, this ambition could unfortunately not be realised.

In a number of the reactions, the request was issued that greater information be provided in respect of the development of the public law framework for the railway system; the inframanagement organisations, however, do not consider it responsible to issue information in advance about the results of the legislative process which is still currently underway. Comments were also made aimed at the public law framework within which the inframanagement organisations are operating. NS Passengers, for example, objected to the rule that Railned would reserve capacity for allocation requests to be received at a later date, because this rule allegedly would violate the neutral operation of Railned, in the event of allocation conflicts.

However, this rule will be maintained, because it is based on the stipulations of a public law rule, on the basis of the Railway Act. The wording of the passage in question has however been tightened up, and brought more into line with the formulation in the Interim Bill on railway capacity allocation.