

Annex 1 Freight Track Access Contract

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Ref	Section	Summary of key changes made to the model template only (consultees should review the draft document for the full detail of all changes)	Rationale
1.	General (throughout Track Access Contract)	References to Network Rail have been changed to the 'CVL IM'.	Change of infrastructure manager of the CVL.
		References to Network have changed to CVL.	Change of network routes.
		<p>A number of consequential changes have been made to reflect the above and other consequential changes required as a result of the change in infrastructure manager from Network Rail to the CVL IM, the characteristics of the CVL and the timing of the CVL Transfer, for example:</p> <ul style="list-style-type: none"> (a) references to the Network Code have been changed to the CVL Network Code; (b) references to the Access Dispute Resolution Rules have been changed to the CVL Access Dispute Resolution Rules; (c) references to the Engineering Access Statement have changed to the CVL Engineering Access Statement. 	The CVL IM is developing certain CVL specific documents for the CVL network.
		A definition of Transfer Date has been included and is used in a number of places in the Track Access Contract.	The Transfer Date is defined as the date on which the CVL IM becomes the Infrastructure Manager of the CVL and is expected to be the date on which the Track Access Contract will become effective.

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2.	Clauses 1-19	The definition of Expiry Date has been expanded to refer to the earlier of: (a) 23:59 on the Principal Change Date in the year 2026; and (b) unless all of the CVL IM's rights and obligations are novated or otherwise transferred in full (with the approval of the ORR) to another infrastructure manager, the date on which the CVL IM ceases to be the infrastructure manager of the CVL.	The CVL IM will be unable to provide access to the CVL when it ceases to be the infrastructure manager of the CVL.
		The definition of Line of Sight Operation has been added: means a method for driving a guided rail vehicle, where the operator controls the movement of the vehicle in such a manner that they can stop the movement within the distance that they can directly observe. Although a Movement Authority may have been issued, should the line not be clear. the driver must stop within that Movement Authority	Welsh Ministers plan the Route between Cardiff Queen Street South Junction and Cardiff Bay to be converted to Line of Sight operation. From the date of the conversion any Access Beneficiary wishing to access the Cardiff Bay Route of the CVL will to operate rolling stock capable of Line of Sight Operation.
		Definitions of Welsh Ministers and TFW have been included and references have been made to the appropriate franchising authority.	The Welsh Ministers are the appropriate franchising authority and Transport for Wales is a company wholly owned by the Welsh Ministers.
		The definition of Systems Code has been extended to include reference to any other code agreed with the Train Operator and introduced by the CVL IM in respect of the CVL that is approved by ORR.	Amended to account for the possibility that the CVL IM may need to introduce a Systems Code specific to the CVL network.
		The CVL Emergency Access Code will not be a conditions precedent.	Amended to reflect that the CVL Emergency Access Code will not be in place at the time of the Transfer Date, but will be agreed between the parties after such time.
		References have been included in the Track Access Contract, including in Schedule 7, to refer to the issue of invoices by the CVL IM or its nominee and similarly, for the payment of Track Charges to be paid to the CVL IM or its nominee.	The CVL IM may request that a nominee issues an invoice and/or receive payments on the CVL IM's behalf.

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		References to Traction Electricity Rules have been deleted.	Not applicable as the CVL is not currently electrified.
		Deletion of Clause 9 (Local Outputs – Performance Orders)	The CVL IM does not intend to have a Part L in its CVL Network Code due to the size and nature of the CVL in comparison the Network Rail Network.
		Permitted disclosure of Confidential Information to the ODP, Network Rail, the Welsh Ministers and TfW.	It may be necessary for the CVL IM to provide such information to Welsh Ministers and TfW under the ODP Grant Agreement. There may also be instances where the CVL IM is required to share Confidential Information with Network Rail regarding systems, access, performance regime or infrastructure.
		Provision has been included to allow the CVL IM to novate or transfer the Track Access Contract to an infrastructure manager of last resort (or such other entity as directed by the Welsh Ministers) in certain limited situations.	Included at the request of the Welsh Ministers to ensure continuity of service across the CVL.
		Removal of facsimile transmission under notice provisions.	The CVL IM does not intend to communicate notices via facsimile.
3.	Schedule 4 (Variations to Services)	Provision has been made in Schedule 4 to reflect the fact that Network Rail will administer the relevant mechanisms on behalf of the CVL IM.	<p>The train operator, the CVL IM and Network Rail have agreed that where the train operator also has a track access contract with Network Rail (the "NR Track Access Contract"), the variations to services/restrictions of use provisions that apply for the CVL will be administered by Network Rail (on behalf of the CVL IM) through Schedule 4 of the NR Track Access Contract.</p> <p>A separate agreement will be entered into by the CVL IM and Network Rail which will attribute various matters, including payments arising due to variations to</p>

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			services/restrictions of use, as appropriate, between the CVL IM and Network Rail.
4.	Schedule 5 (Services)	Inclusion of reference to the East and West CVL Boundaries. Reference to the use of electrified rolling stock on the CVL has been included.	This has been included for the purposes of the Rights Table in Annex 1. Electrified rolling stock may not be used on the CVL until the charges pursuant to Schedule 7 have been amended to include charges for electrified rolling stock.
5.	Schedule 7 (Charges)	Removal of Traction Electricity Charge and Electrification Asset Usage Charge. Removal of freight specific charges from the calculation of the Variable Charge. Removal of Incremental Costs. Track charges reviewed and adjusted by the CVL IM on 1 April 2024 and thereafter reviewed on a five-yearly basis. Provision has been made in Schedule 8 to reflect the fact that Network Rail will administer the performance regime on behalf of the CVL IM.	Not applicable as the CVL is not currently electrified. No freight operator will be carrying relevant commodities on the CVL. Not applicable to the CVL IM or the CVL. To reflect the intervals for review and adjustment of charges. The train operator, the CVL IM and Network Rail have agreed that where the train operator also has a NR Track Access Contract, the performance regime for the CVL will be administered by Network Rail (on behalf of AKIL) through Schedule 8 of the NR Track Access Contract. The CVL will be considered to be part of the Network Rail network for the purposes of Schedule 8 of the NR Track Access Contract with the train operator.

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			A separate agreement will be entered into by the CVL IM and Network Rail which will attribute various matters, including performance regime payments, as appropriate, between the CVL IM and Network Rail.
6.	Schedule 8 (Performance)	Where there is not an NR Track Access Contract in place the European Train Control System will also be removed.	Not applicable to the CVL IM or the CVL.
		Removal of reference to the Traction Electricity Modifications.	Not applicable as the CVL is not currently signalled with this technology.
7.	Schedule 10 (CVL Network Code)		

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CVL Network Code

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1.	General	References to Network (i.e. the NR network) have been changed to CVL.	The CVL Network Code is applicable only to the CVL.
		References to Network Rail have been changed to the CVL IM.	The CVL IM is the infrastructure manager of the CVL Network.
		<p>A number of consequential changes have been made to reflect the above and other consequential changes required as a result of the change in infrastructure manager from Network Rail to the CVL IM, the characteristics of the CVL and the timing of the CVL Transfer, for example:</p> <ul style="list-style-type: none"> (a) references to the Network Code have been changed to the CVL Network Code; (b) references to the Access Dispute Resolution Rules and the ADRR have been changed to the CVL Access Dispute Resolution Rules and the CVL ADRR respectively; and (c) references to the Engineering Access Statement have been changed to the CVL Engineering Access Statement. 	The CVL IM is developing certain CVL specific documents for the CVL.
2.	Part B (Performance Monitoring)	Inclusion of provisions relating to modifications to the Delay Attribution Principles and Rules and the Performance Data Accuracy Code.	The wording referring to the Delay Attribution Principles and Rules and Performance Data Accuracy Code has been amended so it accurately describes how changes can be proposed.

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		Conditions B6 and B7 relating to the Delay Attribution Board have been deleted.	The CVL IM is not involved in the governance processes of the Delay Attribution Board, which is constituted under the NR Network Code.
3.	Part C (Modifications)	Deletion of Conditions C1 (Class Meetings), C2 (Class Representative Committee), C3 (Committee Meetings), C4 (Administration of Change Procedure) and C6 (Consideration by Class Representative Committee) of the NR Network Code and inclusion of revised provisions relating to modifications to the CVL Network Code and the CVL ADRR.	The processes set out in Conditions C1-C4 and C6 of the NR Network Code are not appropriate for a considerably smaller network than the NR Network with fewer anticipated users.
		Inclusion of new provisions relating to modifications to the CVL Network Code without requiring the full Part C process following amendments to the Delay Attribution Principles and Rules or the Performance Data Accuracy Code.	A new process has been included governing the procedure for modifications to the CVL Network Code following amendments to the Delay Attribution Principles and Rules or the Performance Data Accuracy Code aimed at making the procedure for making such changes to the CVL Network Code more efficient. Please refer to row 2 above for further details on proposed modifications to the Delay Attribution Principles and Rules and the Performance Data Accuracy Code.
		Inclusion of new provision allowing the CVL IM to make certain modifications to the CVL Network Code within the first two years of operations without requiring the full Part C process.	This is intended to allow the arrangements to become embedded to ensure they work in practice and allow flexibility to resolve any practical difficulties in implementation.
		Inclusion of new provision allowing the CVL IM to make certain modifications to the CVL Network Code due to an amendment to the NR Network Code without requiring the full Part C process.	This has been added to allow flexibility to resolve any inconsistencies between the CVL Network Code and the NR Network Code.

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4.	Part D (Timetable Change)	The CVL IM acknowledges that Network Rail is currently undertaking a review of Part D of the Network Rail Network Code. Following publication of any changes made by Network Rail, the CVL IM intends to update Part D of the CVL Network Code as necessary to maintain consistency with the Network Rail Network Code.	
		Part D has been amended to describe the CVL IM's and NR's role in relation to the timetabling process.	The CVL IM and Network Rail have reached a contractual arrangement with the effect that, for services on the CVL and services which utilise both the CVL and the NR Network, Network Rail will in practice fulfil the CVL IM's timetabling responsibilities on behalf of the CVL IM. Part D includes the obligations of the CVL IM in the timetabling process.
5.	Part F (CVL Vehicle Change)	Requirement to produce standard form CVL Vehicle Change documentation and model terms has been deleted.	Given the expected low number of CVL Vehicle Changes, this requirement is considered to be disproportionate. Terms will be agreed on a case-by-case basis.
		References to Compatibility Review Forum have been included.	These provisions set out what will happen in practice in relation to CVL Vehicle Changes and are intended to facilitate the process.
		Condition F7 has been included to clarify that approval of a proposed CVL Vehicle Change does not relieve the Sponsor from the duty to comply with any other infrastructure manager affected by a proposed CVL Vehicle Change.	This has been included to ensure consistency across the CVL and the NR Network.
6.	Part G (CVL Network Change)	A provision relating to CVL Network Changes affecting multiple networks has been included	The CVL IM recognises that a CVL Network Change may affect the NR Network, and that services operating on the CVL Network are likely also to operate on the NR Network.

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		A provision relating to the relationship between a CVL Network Change and a CVL Vehicle Change has been included.	The CVL IM recognises that a CVL Network Change may lead to the need to implement a CVL Vehicle Change in which case both Parts G and Parts F must be considered and followed.
7.	Part H (CVL Railway Operational Code)	Amended to include references to the CVL ROC Plan and to clarify interim arrangements prior to the establishment of the CVL Railway Operational Code.	The intention is that the CVL IM (working with Network Rail), each Train Operator and each Freight Customer Access Option Holder will comply with the Network Rail Railway Operational Code as if it applies, mutatis mutandis, to the CVL until the CVL Railway Operational Code is established. The CVL Railway Operational Code will be established in accordance with the CVL ROC Plan.
8.	Part K	No Part K included.	These provisions are more suited to a larger network than the CVL Network.
9.	Part L	No Part L included.	These provisions are more suited to a larger network than the CVL Network.

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CVL ADRR

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1.	General	The CVL ADRR is based on the NR ADRR, with certain CVL-specific and consequential drafting amendments (e.g. references to the Network Rail network have been changed to CVL and references to the laws and jurisdiction of Scotland have been deleted).	These changes have been made to align with the terminology and characteristics of the CVL.
2.	Chapter A (Principles and Operation of the Determination Procedure)	It has been added that if there is any dispute that affects or relates to the CVL and AKIL is not a party to such dispute, AKIL shall be entitled to attend the hearing of any dispute as an interested party.	Included to ensure that AKIL has sight of any disputes across the CVL.
3.	Chapter H (Determinative Process Rules – Timetabling Panel)	Rules H(3) and H(4) with regards to the appointment of individual members of the Timetabling Pool have been deleted. Rule H(12)(c) regarding the composition of the Timetabling Panel has been amended.	These provisions have been amended to refer to the relevant types of railway operations (e.g. passenger, non-passenger) where necessary, as opposed to "Bands" or "Classes".
4.	Chapter J (Constitution, Governance and Funding)	Most of the Rules relating to the establishment, purpose, powers and constitution of the Committee and the role of the Committee Chair have been deleted, and there have been various other consequential changes.	The CVL IM procures services through the Committee for the performance of dispute resolution functions and related administrative services. The Committee is constituted under the NR ADRR.
		Most of the Rules relating to funding of the Committee have been deleted, and there have been various other consequential changes.	The Committee is funded in accordance with the NR ADRR.