

# The Railway Operational Code

## **CVL IM ROC Section 1 - Control Arrangements**

**June 30<sup>th</sup> 2023 derived from Network Rail Network Code Established date 28 September 2005**

## **CVL IM ROC Section 1 – Control Arrangements**

*This section details the protocols, principles and interfaces necessary in respect of each party to enable the provision of effective arrangements for operational control of the Network in a safe and efficient manner.*

*The following terms used in this section are defined elsewhere:*

- *the Network Code defines Disruptive Event, establishment (when used in the context of establishing this section), Objective and ORR ROC Criteria (in Part H), Access Parties, Network, Services, Train Crew, Train Operator and Working Timetable ( in Part A) and Ancillary Movements (in Part D).*

*References to a Train Operator in paragraph 7.1 are also deemed to be references to a Freight Customer Access Option Holder (ROC General and introductory section, paragraph 4.1.5(b)).*

*The section introduces new definitions for matters relating to operational control that replace and supplement the previous definitions in Part H of the Network Code.*

*This explanatory note does not form part of the ROC.*

### **1. Definitions**

1.1 In this section, unless the context otherwise requires:

1.1.1 “Contingency Plan” means a plan of action in relation to a Disruptive Event or Events, being either a Contingency Plan under Part H of the Network Code in existence when this section comes fully into effect or a Contingency Plan subsequently prepared in accordance with the Railway Operational Code. Such plans may be those prepared under this section, the section “ROC Section 3 – Arrangements for the Provision of Equipment to Deal with Adverse and Extreme Weather Conditions; and the Preparation for and Response to Seasonal Disruptions” or the section “ROC Section 5 – Arrangements for Clearance of Track Blockages and Assistance for Failed Trains”. In each case, “Contingency Plan” refers to such plans as subsequently amended or replaced in accordance with the Railway Operational Code. A non-exhaustive list of types of Contingency Plan is set out in Annex A to this section;

1.1.2 “Control Office” means an office or location at which Operational Control is carried out (whether independent, co-located or integrated so far as concerns the functions of CVL IM Operational Control and Train Operator Operational Control) and which:

(a) excludes a signal box or other office or location to the extent concerned with the operation of signalling equipment; and

(b) may include within the same office or location resource management and additional non-Operational Control functions;

1.1.3 “CVL IM Control Office” means the Control Office for a part of the Network, where CVL IM carries out its Operational Control of that part, including Operational Control in respect of Disruptive Events;

1.1.4 “Operational Control” means in respect of CVL IM the function as described in paragraph 4.1 (“CVL IM Operational Control”) and in respect of a Train Operator the function as described in paragraph 4.2 (“Train Operator Operational Control”);

1.1.5 “Route Code of Practice” is a code of practice as described in paragraph 7.1;

1.1.6 “Service Recovery Process” is a code of practice as described in paragraph 9.3.4;

1.1.7 “Train Operator Control Office” means the Control Office for a Train Operator, where that Train Operator carries out its Operational Control, including Operational Control in respect of Disruptive Events.

## **2. Contents of this section**

This section describes:

2.1 the nature of Operational Control and the establishment of Control Offices;

2.2 the arrangements for establishing Operational Control processes, including those for provision of information, changes to Operational Control arrangements, preparation of Route Codes of Practice and Contingency Plans;

2.3 the operation of processes for dealing with Disruptive Events; and

2.4 parts of the Network Code replaced by this section.

### **3. Effective Date**

3.1 This paragraph 3 has effect from the establishment of this section.

3.2 The remaining paragraphs of this section shall have effect from the date specified for their commencement in a notice given by CVL IM to every Train Operator, copied to the Office of Rail and Road, and published on its website. Before giving that notice, CVL IM shall consult with every Train Operator.

## 4. Operational Control and the Objective

### 4.1 CVL IM Operational Control

The CVL IM Operational Control function is as follows.

4.1.1 CVL IM shall on a “real time” basis in its capacity as operator of the Network, in accordance with paragraph 4.1.2:

(a) direct and manage the movements of trains on the Network in sustaining the operation of the Network; and

(b) determine the capacity of the Network and direct and manage the movements of trains on the Network in the event of degraded operations subject to the availability and provision of Train Operators’ operational resources.

4.1.2 CVL IM shall do this to fulfil the Objective, which is **to sustain, and where necessary restore expeditiously, the operation of Services in accordance with the Working Timetable and in a manner consistent with the ORR ROC Criteria, having regard to:**

(a) **the needs of passengers and freight customers;**

(b) **the interests of safety and security; and**

(c) **the efficient and economical operation of the Network and of trains operating on it,**

and, without prejudice to its right and obligation of direction and management, shall use all reasonable endeavours to do so on a co-operative basis with Train Operators.

### 4.2 Train Operator Operational Control

Each Train Operator shall on a “real time” basis in its capacity as an operator of trains on the Network provide a control function in relation to the rolling stock, Train Crew and other operational resources of the Train Operator relevant to the operation of its Services, the management of passengers and/or freight carried by its Services and arrangements for the dissemination of information to its customers. This control function (the Train Operator Operational Control function):

4.2.1 will be responsible for dealing with any Disruptive Event, insofar as it applies to that Train Operator's rolling stock, Train Crew or other operational resources, wherever located;

4.2.2 may undertake functions extending beyond a CVL IM route boundary; and

4.2.3 may include within the same control location resource management and additional non-Operational Control functions.

4.3 CVL IM shall in performing the CVL IM Operational Control function use all reasonable endeavours to meet the Objective in a manner consistent with the ORR ROC Criteria (including when making "real time" decisions), and will at all times have due regard to the need to strike a fair and reasonable balance between the interests of both passengers and freight customers, and the restoration of the operational railway, considering the terms of the Objective (set out in paragraph 4.1.2) in the light of the following factors, which derive from the ORR ROC Criteria:

4.3.1 the reasonable interests of safety and security must take priority;

4.3.2 in considering the needs of passengers and freight customers, the primary objective should be to improve performance against the overall public performance measure (PPM) for franchised passenger operators and to reduce the total number of minutes delay and cancellations to trains operated on the network by other operators;

4.3.3 in pursuing the Objective:

(a) disproportionate delay or inconvenience to passengers or freight traffic should be avoided;

(b) the specific needs of longer distance passenger and freight trains should be recognised (in particular, the risk of excessive delay to either passengers, including those making connections onto other trains, or freight movements, and for their potential to spread delay across the Network);

(c) account should be taken of the need to avoid transferring disproportionate delay onto or off the Network at the interfaces with other connected networks; and

(d) account should be taken of specific local needs consistent with pursuit of the Objective;

4.3.3 in considering the efficient and economical operation of the Network and of trains operating on it, the primary objective should be efficiency of operation at the whole-industry level.

4.4 In performing the Train Operator Operational Control function, each Train Operator shall use all reasonable endeavours to do so in a manner which supports the fulfilment of the Objective by CVL IM in a manner consistent with the ORR ROC Criteria and includes co-operation with CVL IM in making and implementing “real time” decisions.

4.5 The fulfilment by CVL IM of its obligations in respect of an existing or impending Disruptive Event under paragraphs 4.1 and 4.3 and by each Train Operator under paragraphs 4.2 and 4.4 shall be undertaken in liaison and co-operation, using the supporting procedures for which this section provides. This is without prejudice to CVL IM’s responsibilities for leading the response to such events under paragraph 4.1 and its powers of direction, management and taking other action under that paragraph.

## **5 Control Offices**

5.1 CVL IM shall establish and maintain CVL IM Control Offices which together provide the CVL IM Operational Control of the entire Network.

5.2 Each Train Operator shall establish and maintain (or procure that there is established and maintained on its behalf) one or more Train Operator Control Offices which together provide Train Operator Operational Control of every train movement on the Network for which it is the Train Operator.

5.3 Control Offices may be established on an independent basis or, as provided in paragraph 6, on a co-located or an integrated basis.



## **6 Operational Control Information and Practices**

6.1 CVL IM shall advise each Train Operator of such details regarding its CVL IM Operational Control arrangements, and each Train Operator shall advise CVL IM of such details regarding its Train Operator Operational Control arrangements, as the other may reasonably require in connection with its operation of the Network or of trains on the Network.

6.2 In relation to each CVL IM Control Office and Train Operator Control Office, CVL IM and the relevant affected Train Operators shall establish and document together with a view to fulfilling the Objective in a manner consistent with the ORR ROC Criteria:

6.2.1 the chain of command for all CVL IM Operational Control and Train Operator Operational Control decisions;

6.2.2 defined interfaces between CVL IM Operational Control and Train Operator Operational Control, setting out the accountability of the controllers on each side of the interface and the responsibilities for, and means of communication across, the interface;

6.2.3 arrangements for incident management with clearly defined roles and procedures, including decision making processes;

6.2.4 arrangements for the structured management and communication of relevant information in relation to Operational Control arrangements, including identification of communications methods and establishment of communications protocols; and

6.2.5 business continuity arrangements in the event of an evacuation of a Control Office.

6.3 The processes established under paragraph 6.2 shall reflect the relevant status of the Control Office concerned as between CVL IM and the relevant affected Train Operator as independent, co-located or integrated.

6.4 CVL IM and each Train Operator shall:

6.4.1 use all reasonable endeavours to comply with the processes established under paragraph 6.2;

6.4.2 keep those processes under regular review with a view to fulfilling better the Objective in a manner consistent with the ORR ROC criteria;

6.4.3 liaise and cooperate with the other parties affected by any change proposed by it to those processes or any change proposed to its arrangements which is reasonably likely to affect those processes; and

6.4.4 provide as much notice as reasonably practicable of any material change to its practices relevant to those processes and endeavour to make any such change in a manner which promotes the achievement of the Objective.

6.5 CVL IM may consult with any Train Operator regarding the establishment of Operational Control arrangements between them on a co-located or partly or fully integrated basis and that Train Operator will cooperate as reasonably required by CVL IM in that consultation process. Annex C to this section describes in outline, for information purposes, characteristics of the CVL IM Operational Control and Control Office.

6.6 If it is agreed between CVL IM and the relevant affected Train Operators that there should be a change to the Operational Control arrangements then in place, CVL IM shall be responsible for establishing and agreeing with the relevant affected Train Operators a plan and timetable to implement the agreed change. The relevant affected Train Operators shall liaise and cooperate with CVL IM in the establishment and agreement of that plan and timetable, and shall not unreasonably withhold agreement to the plan and timetable. Each relevant Access Party shall use its reasonable endeavours to implement the agreed plan in accordance with the agreed timetable and use its reasonable endeavours to agree with the others any alterations to the plan reasonably required to give effect as soon as reasonably practicable to the agreed plan.

6.7 It is acknowledged that any such agreed plan for amending Operational Control arrangements may need to address in particular safety case requirements, employment arrangements, liability issues, insurance, arrangements for assured access to Control Office facilities (including, where appropriate, application of the Railway Industry Shared Facilities Access Code) and systems, asset responsibilities, transitional arrangements, any changes in the detailed application of the Service Recovery Process, allocation of costs and expenses relating to the change and the ongoing revised arrangements between the relevant parties and the funding of those costs and expenses and consequent revisions to Route Codes of Practice and Contingency Plans.

6.8 When this section comes into full effect:

6.8.1 where there exist Operational Control arrangements on a co-located or integrated basis, then these shall be treated as established pursuant to this section; and

6.8.2 where Operational Control arrangements on a co-located or integrated basis are in the course of agreement or implementation, then these shall be treated as having been agreed or implemented (to the relevant extent) pursuant to this section.

## **7. Route Codes of Practice and Contingency Plans**

### **7.1 Route Codes of Practice**

7.1.1 CVL IM shall lead the process of developing and establishing a Route Code of Practice in respect of each of the CVL IM routes. Such Route Codes of Practice shall constitute subsidiary documentation for the purposes of this section, and further details of their development, approval and establishment in conjunction with activities in relation to Contingency Plans are set out in Annex B.

7.1.2 Each Train Operator shall participate, in conjunction with CVL IM, in the development and establishment of the Route Codes of Practice, together with other Train Operators on those routes.

7.1.3 Each Route Code of Practice shall:

(a) conform with the Objective;

(b) establish in general terms the roles and responsibilities of CVL IM and Train Operators responding to a Disruptive Event and be supplementary to any mandatory emergency plans required by Safety Case or Licence obligations; and

(c) be a record of the principal information necessary or desirable to help achieve the Objective and in particular, detail, processes and information in respect of the following matters:

(i) communications between CVL IM and Train Operators following a Disruptive Event;

(ii) the identity and capability of any relevant diversionary routes;

(iii) arrangements as to the utilisation of railway vehicles and information on the availability of any relevant route and traction knowledge of Train Crews in relation to the diversionary routes or railway vehicles;

(iv) the contingent arrangements for freight traffic specific to that route;

(v) the contingent arrangements for passengers in respect of that route (for example regarding the provision of alternative bus services);

(vi) Train Operators' arrangements for communications with passengers;

(vii) the response to any failures of the Network and deployment of engineering resources to incidents;

(viii) the arrangements that will apply in the incidence of a Disruptive Event escalating, including on-call procedures;

(ix) the identification of any relevant Contingency Plans (including any specifically owned by the Train Operator which apply to their rolling stock, depots and customer operations);

(x) business continuity in the event that it is necessary to evacuate a Control Office;

(xi) the arrangements for a daily operational readiness statement envisaged by paragraphs 8.1 and 8.2; and

(xii) those matters that are documented under paragraph 6.2.

7.1.4 The Route Codes of Practice may set out protocols for the formulation or amendment of Contingency Plans for that route.

7.1.5 Where a Train Operator participates in more than one Route Code of Practice, CVL IM and the relevant Train Operator will work together so as to ensure that each such Route Code of Practice is properly reflective of the other as regards common matters, including as to services that cross over the areas with which each deals.

7.1.6 CVL IM will lead the process of keeping the Route Codes of Practice under review, including by taking into account material changes in circumstances affecting the Network or any Access Party, Contingency Plans which are established or changed or types of Disruptive Event which are not adequately addressed in the then existing Contingency Plans or the Route Codes of Practice.

## **7.2 Development and establishment of Contingency Plans**

7.2.1 CVL IM and each Train Operator shall, as soon as reasonably practicable following the date on which the Access Agreement between them comes into effect, participate (together, where appropriate, with other relevant affected Train Operators) in the development and establishment of Contingency Plans in relation to the Services covered by that Access Agreement.

7.2.2 CVL IM shall lead the process for the establishment, co-ordination and agreement and subsequent periodic review of all Contingency Plans with the participation of all affected Access Parties. The processes to be applied in respect of the contingency arrangements covered by the Seasonal Arrangements (as defined in ROC Section 3 – Arrangements for The Provision to Deal with Adverse and Extreme Weather Conditions; and the Preparation for and Response to Seasonal Disruptions”) are set out in that section. Where the processes to be applied in respect of a Contingency Plan are affected by any mandatory requirements involving third parties (which may include civil emergency contingency plans, as described in Annex A), then the process to be applied is to be such as shall enable those requirements to be accommodated.

7.2.3 In co-ordinating the arrangements for joint Contingency Plans, CVL IM will ensure that each Train Operator is kept aware of the validity and extent of Contingency Plans in relation to those parts of the Network that the Train Operator has permission to use and of any changes to those parts such as may be relevant to the Contingency Plans and their currency. This includes any material change in circumstances or proposals for change to the Contingency Plans of CVL IM or other Train Operators which may be relevant to the Contingency Plans of that Train Operator. CVL IM will also keep each Train Operator informed of the other Train Operators for which that Train Operator’s Contingency Plan is relevant and of any changes to those other Train Operators’ identities or contact details.

7.2.4 Notwithstanding CVL IM’s leadership of the process to establish and review Contingency Plans, any other party may make a proposal for a Contingency Plan or an amendment to an existing Contingency Plan, and the parties will use all reasonable endeavours to agree joint Contingency Plans and any amendments to them, and:

(a) where any such agreement is not forthcoming, and any such party is of the reasonable opinion that, having regard to the representations made

under that consultation, the establishment or amendment of the Contingency Plan would fulfil better the Objective in a manner consistent with the ORR ROC Criteria, then that party may:

(i) give notice to the others stating its reasons for sustaining that opinion; and

(ii) bring an appeal in relation to such establishment or amendment as though Condition H4 applied, within 30 days of giving such notification. If the outcome of the appeal as finally concluded is the adjustment of the Contingency Plan or its amendment, then it shall be treated as adjusted accordingly;

(b) pending the outcome of any such appeal, any relevant Contingency Plan already established shall continue to apply, except to the extent that may be agreed between the relevant parties;

(c) the arrangements for amending Contingency Plans contained in this paragraph 7.2 shall (to the extent that Section H of the Network Code may now or later permit this) be in substitution for the arrangements set out in Condition H5.1 to H5.4 inclusive;

(d) Contingency Plans established or required under this ROC Section constitute subsidiary documentation for the purposes of this ROC Section.

7.2.5 In the preparation and review of a Contingency Plan, CVL IM and each Train Operator will have regard to their obligations under “ROC Section 2 – Emergency Timetabling Procedure in the Event of Extended Disruption”.

7.2.6 CVL IM shall, following the establishment or agreement with all relevant Train Operators of a Contingency Plan or of any amendment to a Contingency Plan, ensure prompt distribution of the plan (or, where applicable, the relevant amended part) to all Train Operators affected. CVL IM may, but is not required to, publish a Contingency Plan or an amendment to it, beyond such distribution.

7.2.7 All Contingency Plans shall be cross-referenced to ensure that no overlaps or confusion of purpose exists, including cross boundary operations to ensure that clarity of purpose exists between CVL IM routes.

### **7.3 Diversionary Routes and Train Crew route and traction knowledge**

7.3.1 Each Route Codes of Practice will identify the key diversionary routes for when a line is blocked and the circumstances in which the diversionary routes may be used.

7.3.2 Each Contingency Plan will, where appropriate, identify the key diversionary routes in respect of the train services covered by that plan. The plan will reflect the more likely circumstances in which the diversionary routes may be used and the effect on other services already using those routes.

7.3.3 Each Contingency Plan will in respect of the relevant Train Operator identify the level of Train Crew route and traction knowledge which it will use all reasonable endeavours to maintain, having regard to such key diversionary routes, and an indication of the Train Crew which it may potentially use on other services in times of disruption.

7.3.4 The criteria by which key diversionary routes will be identified include:

- (a) the natural diversionary route normally used in the last 3 years;
- (b) the route availability, electrification and gauge clearance limitations of the diversion;
- (c) the likelihood and severity of an event occurring causing the diversion;
- (d) the number of pathways the diversionary route offers;
- (e) the impact and benefit overall to the Contingency Plan applicable
- (f) the feasibility and practicality of enhancing route knowledge to provide for a diversion;
- (g) any future changes to a Train Operator's services then known or reasonably anticipated;
- (h) the feasibility and practicability of route knowledge based on then current route and traffic levels; and
- (i) any new route with the capability to be used as a diversionary route.



## **8. Regular Reports and Notification of a Disruptive Event**

8.1 CVL IM and each Train Operator shall prepare and issue to each other, or (as may be agreed) jointly each day, a daily operational readiness statement in respect of that day.

8.2 The operational readiness statement:

8.2.1 will detail (in the case of CVL IM) the availability of the infrastructure and resources to operate the Network, and (in the case of the Train Operator) the rolling stock, Train Crews and other operational resources to meet the timetable requirements and so as to include all operational activity necessary to meet the Objective including the Train Operators' reasonable requirements;

8.2.2 will include a performance report in respect of operations on the preceding day (but so that the report may constitute a separate part of the statement and may be issued on that preceding day); and

8.2.3 will (as regards CVL IM and Train Operators) include information on the then current status of relevant "real time" operations issues affecting the Network and a plan of action where issues require to be addressed;

8.2.4 will be in a format that is documented under the relevant Route Code of Practice but which may be determined separately as between CVL IM and any national operator for inclusion in such Code. A national operator for these purposes is a Train Operator whose Access Agreement includes access rights applying to the whole, or substantially the whole, of the Network.

8.3 CVL IM shall notify a Train Operator of the occurrence or likely occurrence of any Disruptive Event which has disrupted or is reasonably likely to disrupt the operation of trains by that operator. CVL IM shall make such notification as soon as reasonably practicable after it becomes aware of that actual or likely Disruptive Event and the applicable Contingency Plan.

8.4 The Train Operator shall notify CVL IM of the occurrence or likely occurrence of any Disruptive Event which has disrupted or is reasonably likely to disrupt either the operation of trains by that operator or the operation of that part of the Network which it has permission to use. The

Train Operator shall make such notification as soon as reasonably practicable after it becomes aware of that actual or likely Disruptive Event.

8.5 Any notice of a Disruptive Event under paragraphs 8.2 or 8.3 shall contain such information regarding the nature, extent, timing and duration of the relevant Disruptive Event as is reasonably practicable in the circumstances and likely to be material to enable CVL IM and the relevant affected Train Operators to fulfil the Objective (including by providing relevant information to staff and customers) and shall be updated as soon as practicable after any material additional information becomes available.

## **9. Action following notification of a Disruptive Event**

### **9.1 Determination by CVL IM**

9.1.1 CVL IM shall, as soon as reasonably practicable following notification of a likely Disruptive Event or following the occurrence of a Disruptive Event determine the most appropriate action to be taken to fulfil best the Objective in a manner consistent with the ORR ROC Criteria, having regard to the matters referred to in paragraph 4.3 and any applicable Contingency Plans or action defined within any applicable Route Codes of Practice and:

(a) (whether before, during or after such determination, as the circumstances admit) CVL IM shall consult with each Train Operator affected or likely to be affected by the Disruptive Event, as fully and regularly as is reasonably practicable in the circumstances, regarding the action it proposes to take, the implementation of that action and its subsequent review; and

(b) such action may, upon the occurrence or likely occurrence of a Disruptive Event include the recording by CVL IM Operational Control that the Service Recovery Process applies, and subsequently CVL IM will adhere to the Service Recovery Process.

9.1.2 In undertaking such action, CVL IM shall have overall accountability for the direction and management of train movements on the Network in accordance with the Objective in a manner consistent with the ORR ROC Criteria. Each Train Operator will remain responsible for its own Train Operator Operational Control and carry out that function in accordance with paragraph 4.4.

9.1.3 CVL IM will be responsible as part of its Operational Control function for:

(a) directing the response to the Disruptive Event in terms of incident response staff and the deployment of its maintenance and repair resources in respect of the CVL Network;

(b) directing the movements of trains on the CVL Network, subject to the availability of relevant rolling stock, Train Crews and other necessary operational resources, diverting and rerouting services where necessary;

(c) co-ordinating and directing the manner and extent of service provision where a Disruptive Event results in degraded operations; and

(d) taking action in accordance with and as applicable with any other section of the Railway Operational Code.

## **9.2 Access Parties' response to Disruptive Events**

9.2.1 Where CVL IM considers a Contingency Plan should be implemented, the relevant Access Parties shall co-operate in this and use all reasonable endeavours to adapt such implementation so as to meet the specific circumstances of and surrounding the relevant Disruptive Event.

9.2.2 Where no Contingency Plan exists or deals adequately with a particular Disruptive Event, the relevant Access Parties shall use all reasonable endeavours to work together in the application of measures contained within the Route Codes of Practice including where appropriate for the formulation of a Contingency Plan.

9.2.3 Where no Contingency Plan exists or the relevant Route Code of Practice does not exist, or where timing does not make it reasonably practicable to establish a Contingency Plan, the relevant Access Parties shall use all reasonable endeavours to work together in accordance with the Objective to mitigate as appropriate the circumstances and restore the Working Timetable as soon as reasonably practicable.

9.2.4 Where CVL IM is reasonably satisfied that the relevant Disruptive Event is or will be an Extended Disruption and notifies this accordingly, the relevant Access Parties shall comply with "ROC Section 2 – Emergency Timetabling Procedure in the Event of Extended Disruption".

## **9.3 Action during a Disruptive Event**

Access Parties will each:

9.3.1 monitor the effects on, and recovery of, the Services;

9.3.2 co-operate by participating in such action as is necessary and appropriate to fulfil the Objective in a manner consistent with the ORR ROC Criteria, having regard to the matters referred to in paragraph 4.3;

9.3.3 share information on Disruptive Events

(a) in order to facilitate appropriate communications by the relevant party to passengers and customers; and

(b) to help identify the root cause of the incident, the circumstances arising and the effectiveness of the action taken or proposed to be taken; and

9.3.4 undertake these actions in accordance with and use all reasonable endeavours to abide by a code of practice (“Service Recovery Process”) which shall:

(a) be agreed between the Access Parties;

(b) contain provisions for review of its effectiveness;

(c) be subsidiary documentation for the purposes of this ROC Section;

(d) be, when this section comes fully into effect, the then current version of the “Approved Code of Practice: Contingency Planning for Train Service Recovery - Service Recovery”;

(e) be supplied by CVL IM to an Access Party on request, and CVL IM may (but is not obliged to) publish the Service Recovery Process beyond such distribution; and

(f) be capable of being varied by the procedures under paragraph 7.2 for amendment to Contingency Plans unless and until the Service Recovery Process contains its own provision for variation, when this shall apply.

#### **9.4 Disruptive Events affecting only one operator of trains**

Where a Disruptive Event is likely to, or only affects the operation of trains of one Train Operator, CVL IM shall follow the requirements of this section and, as applicable, “ROC Section 2 – Emergency Timetabling Procedure in the Event of Extended Disruption”, taking into account, where those sections permit, any such actions as the Train Operator shall reasonably specify in relation to the maintenance or restoration of the Working Timetable.

## **ANNEX A**

### **Types of Contingency Plan:**

#### **1. Service Recovery Contingency Plan**

Service recovery plans that detail specific actions with individual trains or service groups forming part of a larger plan to restore the Working Timetable in “real time” during and following a Disruptive Event as mandated by the Service Recovery Process. However, these plans may be used, notwithstanding the Service Recovery Commencement Time (as defined in the Service Recovery Process) not being declared.

#### **2. Route Blockage Contingency Plan**

Route blockage plans that detail specific actions with individual trains or service groups when one or more lines on a route has been blocked and will remain so for a material period, including details of the diversionary route to be used by such service group or trains, plans for moving from total to partial blockage and plans for degraded hand-back.

#### **3. Adverse Weather and Seasonal Arrangements Contingency Plan**

A Contingency Plan that has been derived as part of the arrangements for dealing with adverse weather or a specific season.

#### **4. Train Operator Contingency Plan**

A Contingency Plan that has been designed specifically by the Train Operator to deal with a single event or circumstance affecting rolling stock, Train Crew, a depot or siding or customer arrangement, excluding a plan as described under paragraph 6 of this Annex and any other plan relating to compliance with Rule Book requirements in relation to safety defects.

#### **5. Engineering Work Contingency Plan**

A Contingency Plan that is designed to mitigate the effects of specific engineering work in anticipation of circumstances, which may be otherwise unforeseen, causing the work to overrun, which plan may provide measures to minimise those effects and could incorporate elements of other Contingency Plans.

#### **6. “On Train” Defective Equipment Contingency Plan**

A specific plan that is provided by the Train Operator and authorised by CVL IM to comply with the Railway Group Standard requirements in the report and managing of “on train” defective equipment.

#### **7 Civil Emergency Contingency Plan**

A plan to address responses to civil emergencies.

## **ANNEX B**

1. The arrangements for developing, approving and establishing the Route Codes of Practice shall include the following actions and matters.

2. CVL IM shall (on a route basis) arrange a forum of CVL IM and the Train Operators that shall meet to comply with the requirements of this section, and shall provide an agenda for the forum and a description of the extent of the route with which the forum is to deal, and the forum:

2.1 shall seek to take account of what is considered to be good practice in any relevant present arrangements;

2.2 shall investigate measures that will enhance Contingency Plans and advance those enhancements through appropriate channels

3. All such parties shall identify the key participants from their own organisations who will make up the forum and additional individuals for specific sub or working groups that may be required from time to time.

4. CVL IM shall arrange the meeting structure and frequency to discuss, arrange and formulate any Contingency Plan or activity required by a plan, including reviews of the Route Codes of Practice as described in paragraph 7.1.5 (whether initiated by CVL IM or reasonably requested by the participants).

5. The Route Codes of Practice shall:

5.1 have regard to the desirability of working with templated forms for overall consistency, so far as is reasonably practicable;

5.2 detail how 'on call' arrangements by each organisation including contact details will be made available to each party, their use and notification procedure;

5.2 include an outline account of the management structure of each organisation, which has the responsibility for response to Disruptive Events;

5.3 include a definitive list of all of the Contingency Plans (individual or joint), by route, type and including their validity, review process and variation procedures;

5.4 comply with the arrangements contained in paragraphs 7.1.3, 7.1.4 and 7.1,5 of this section; and

5.5 be prepared in accordance with timescales that allow for template development and which are to be agreed (and modified, if need be) through the forum described in paragraph 2 of this Annex.

## **ANNEX C**

### **Different bases of Operational Control and Control Offices – for information:**

#### **Definitions: Annex C**

In this Annex:

- “Co-located Control” means a Control Office where the CVL IM Control Office and Train Operator Control Office are co-located;

- “Integrated Control Centre” (or ICC) means a Control Office, which:

- (a) is a CVL IM led integrated Control Office controlling a CVL IM route, and (as between CVL IM and the relevant participating Train Operators) is entirely responsible for the direction and management of the movements of trains over that CVL IM route;

- (b) has a CVL IM led organisation and management structure, additionally with one or more Train Operators’ controllers with responsibilities as described in this Annex;

- “Satellite Control” means an independent CVL IM and/or Train Operator function of Operational Control located within an ICC or other Control Office served by a single Train Operator where circumstances exist justifying the requirement;

- “Sub-Control” means a CVL IM or Train Operator “out based” desk reporting to an ICC or other Control Office and which is provided where exceptional circumstances exist requiring a control presence within a specific geographical area.



## **Present arrangements**

### **CVL ICC is an integrated control with limited de-duplication and common systems and procedures**

These comprise:

- A Co-located Controls in shared accommodation with formal protocols for communication, with or without Sub-Controls and Satellite Controls
- Common procedures used by CVL IM and Train Operators in the Co-located Control may be simplified into a single procedure that still covers the accountability of all such parties;
- a common log for the Co-located Control is used
- a common platform for paging or a similar system, from a single point within the Co-located Control is in use;
- shared objectives for CVL IM and Train Operator controllers within the Co-located Control may be implemented to develop a common purpose and aim.

### **Full integration, providing an Integrated Operations Control Centre (ICC)**

Under such integration:

- A CVL IM Duty Control Manager will take overall responsibility for all aspects of the management and direction of the movements of trains and associated railway operations in the Control Office operating area, reporting to the CVL IM Head of Operations

Duty Control Managers:

- TfW Train Running controllers will be provided to manage and direct the movements of trains on the Network, subject to the provision of Train Crew and rolling stock;
- The Controllers of each Train Operator participating in the ICC will within the ICC and in respect of that Train Operator continue to manage its rolling stock fleet, its Train Crew and the dissemination of information to its customers.
- CVL IM shall maintain appropriate train control arrangements with other Train Operators which are not participating directly in the ICC but which operate over the routes managed by the ICC.