

ROC Section 5 – Arrangements for Clearance of Track Blockages and Assistance for Failed trains.

This section details the principles and arrangements that will apply to the management of failed and disabled trains in order to clear the running lines. The purpose of the section is to identify the fundamental principles of operating rolling stock and traction upon the CVL Network so that failures can be quickly identified and assisted, and so as to ensure that where trains are disabled, arrangements can be applied by all parties that enable safe rescue of the stranded train and passengers.

The processes and arrangements for the management of track blockages in terms of network operation are contained within the ROC sections “ROC Section 1 – Control Arrangements”, “ROC Section 2 – Emergency Timetable Procedure in the Event of Extended Disruption” and ROC Section 3 – Arrangements for Provision of Equipment to Deal with Adverse and Extreme Weather Conditions; and the Preparation for and Response to Seasonal Disruptions”.

The following terms are used in this section and 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) and Access Agreement, Access Parties, Network, Restriction of Use, Services, Train Crew and Train Operator (in Part A).*

The section introduces new definitions for matters relating to a train unable to move when it has not failed, clarifying definitions previously 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 “Appropriate Location” means the nearer of:

- (a) the nearest point at which it is reasonably practicable to attach an alternative locomotive to a Failed Train or Disabled Train; and
- (b)
 - (i) in respect of a Failed Train or Disabled Train which is a passenger train, the nearest point at which it is reasonably practicable for its passengers to alight so as to continue with their journeys; and
 - (ii) in respect of a Failed Train or Disabled Train which is a non-passenger train, the nearest point at which it is reasonably practicable to stable it;

1.1.2 “Disabled Train” means a train that:

- (a) is unable to move due to reasons external to the train (including, but not limited to, the absence of electric traction supply, where applicable); or
- (b) is rendered inoperable due to damage to the train caused by contact with an external object, in the absence of which the train could operate normally (including, but not limited to, damage to brakes or to running gear locking the train wheels);

- 1.1.3 “Evacuation Train” means a train that has been positioned on the same line or an adjacent line to a Failed Train or Disabled Train for the purpose of evacuating the passengers from that Failed Train or Disabled Train, which may involve the use of bridging equipment between the Failed Train or Disabled Train and the Evacuation Train, such as ladders or other devices as appropriate to the circumstances;
- 1.1.4 “Failed Train” means a train that is subject of a Train Failure, other than a Disabled Train;
- 1.1.5 “Fix or Fail Policy” is a policy agreed in advance between Network Rail and the relevant Access Party that states the maximum time that may be allowed for a driver to investigate and attempt to resolve a fault or failure on the train, to enable it to move under its own power (even if this is in a degraded mode) before the driver must declare to the signaller that his train has become a Failed Train or Disabled Train;
- 1.1.6 “CVL IM Control Office” is as defined in “ROC Section 1 – Control Arrangements”;
- 1.1.7 “Standby Rescue Traction” means a locomotive, multiple unit or other form of motive power, provided or procured to assist a Failed Train or Disabled Train;
- 1.1.8 “Train Failure” means any failure of a train to move under its own power (including as a result of breakdown or any failure properly to load or prepare a train) which adversely affects either:
- (a) the operation of other trains on the Network; or
 - (b) any works carried out or to be carried out by or on behalf of CVL IM during a Restriction of Use to which Network Rail is entitled pursuant to the Network Code or any Access Agreement; and
- 1.1.9 “Train Operator Control Office” and “CVL IM Control Office” are as defined in “ROC Section 1 – Control Arrangements”.

2. Contents of this section

This section describes:

- 2.1 the arrangements for dealing with Failed Trains and Disabled Trains within the Route Codes of Practice established in accordance with “ROC Section 1 – Control Arrangements”.
- 2.2 the policy for determining a Failed Train or Disabled Train and the arrangements to be applied for the provision of an assisting train;
- 2.3 the arrangements for the provision of an Evacuation Train;
- 2.4 the arrangements for the provision of Standby Rescue Traction and the review of those arrangements; and

- 2.5 the arrangements for an industry review of the compatibility of traction types to produce improvements to the process of assisting Disabled Trains and Failed Trains.

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 affected Train Operator.

4. Objective and Obligations

4.1 Objective

The objective of this section is:

- 4.1.1 to facilitate the rapid clearance of a Failed Train or Disabled Train as appropriate , so as to clear the line; and
- 4.1.2 to provide the guiding principles to enable this to be achieved in each case, so as to support the ROC 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 interests of safety and security;
 - (b) the needs of passengers and freight customers; and
 - (c) the efficient and economical operation of the Network and of trains operating on it.

4.2 CVL IM and other Access Parties' Obligations

- 4.2.1 CVL IM shall in its capacity as operator of the Network undertake its activities envisaged by this section in a manner which supports the fulfilment of the objective of this section.
- 4.2.2 The Access Parties shall undertake their activities envisaged by this section in a manner which supports the fulfilment of the objective of this section.

5. Arrangements to deal with Failed Trains and Disabled Trains within the Route Codes of Practice

- 5.1 CVL IM shall develop with the relevant Train Operators provisions to deal with Failed Trains and Disabled Trains within each Route Code of Practice established under paragraph 7 of “ROC Section 1 – Control Arrangements” as follows:
- 5.1.1 a Fix or Fail Policy that is specific to a particular traction type but which is mutually agreed to be compatible with the maximum duration that could be allowed for the route in question, taking account of the impact that such failure or disablement may be anticipated to have on the overall operation of the route;
 - 5.1.2 provisions for making available expeditiously appropriate technical assistance (including attendance, where appropriate) for the rectification of faults on Failed Trains and Disabled Trains by the Train Operators on the route for themselves and for each other. Such provisions shall include arrangements between the parties for the securing and maintenance of sufficient competence in the staff providing such technical assistance related to the relevant types of train;
 - 5.1.3 the provision of Standby Rescue Traction in accordance with paragraph 11.
- 5.2 Train Operators shall co-operate with CVL IM in the development and agreement of the Fix or Fail Policies in accordance with paragraph 5.1.

6. Failure of a Train Operator’s Train

6.1 Notification of Train Failure

- 6.1.1 If a Train Failure occurs in respect of a train operated by a Train Operator, it shall promptly notify CVL IM of the location of the Failed Train, the time at which such train is declared to be a failure and any other details reasonably required by Network Rail in respect of the Failed Train.
- 6.1.2 Each Train Operator:
 - (a) shall have procedures that ensure that its Train Crew immediately contact the signaller when either their train has stopped out of course due to an apparent fault or is otherwise mandated to do so;
 - (b) shall have procedures that ensure information concerning a Train Failure reported to their particular Train Operator Control Office is promptly advised to the CVL IM Control Office; and
 - (c) shall ensure that the signaller (and subsequently the CVL IM Control Office) is notified of any Train Failures in accordance with the Fix or Fail Policy.

6.2 CVL IM’s obligation to consult Train Operators

- 6.2.1 On becoming aware that a Train Failure has occurred, CVL IM shall promptly:

- (a) consult with the Train Operator of the Failed Train in order to ascertain the reason for the Train Failure and to obtain such other information as may be necessary in order to effect a safe and expeditious removal of the Failed Train; and
- (b) consult with other Train Operators whose trains are or are likely to be in the vicinity of the Failed Train in order to assess the capability of those trains or the locomotives coupled to them to move the Failed Train.

6.3 Movement of Failed Train by its Train Operator

6.3.1 If, after consultation in accordance with paragraph 6.2.1 (a), CVL IM reasonably believes that the Train Failure in question can be remedied by action taken by or on behalf of the Train Operator's Train Crew at the site of the Train Failure, it shall require the Train Operator to take such action as is necessary to move the Failed Train. Such requirement may be subject to such time limits as CVL IM shall reasonably specify to the Train Operator in accordance with the Fix or Fail Policy having due regard to the effect of the Train Failure on trains on the same or adjoining sections of track.

6.4 Consultation where assistance required

6.4.1 If after consultation in accordance with paragraph 6.2.1 and, if relevant, the expiry of any time limit specified by Network Rail pursuant to paragraph 6.3.1, CVL IM reasonably believes that the Failed Train can only be moved with the assistance of another train or locomotive or other equipment, CVL IM shall consult with the Train Operator operating the Failed Train as to the capabilities of any trains or locomotives which are available to assist the Failed Train or the nature of other assistance.

6.5 Compliance with Network Rail's instructions

6.5.1 The Train Operator shall, subject to CVL IM having consulted with it in accordance with paragraphs 6.2.1 and 6.4.1, comply with any reasonable instructions of Network Rail for the purpose of ensuring, with any such assistance as referred to in paragraph 6.4.1, the prompt removal of the Failed Train to an Appropriate Location.

7. Assistance to a Failed Train

7.1 Use of following train

7.1.1 If, after consultation in accordance with paragraph 6, CVL IM reasonably believes that the train, or the locomotive coupled to a train, immediately following a Failed Train is able to move the Failed Train by pushing or pulling it, CVL IM may commission the Train Operator of such train or locomotive to use it to push or pull the Failed Train under the guidance and control of the Train Operator of the Failed Train to such Appropriate Location as CVL IM shall notify to that Train Operator.

7.2 Procurement of other trains

- 7.2.1 If a Failed Train cannot, in the opinion of CVL IM, be moved by the train or locomotive immediately following the Failed Train, Network Rail may procure that any Train Operator in control of a train or locomotive in the vicinity of the Failed Train moves the Failed Train to such Appropriate Location as CVL IM shall notify to it. CVL IM may only procure the Train Operator's train or locomotive:
- (a) with the consent of that Train Operator (which consent shall not be unreasonably withheld or delayed); and
 - (b) if, having had due regard to all relevant factors (including the factors set out in paragraph 7.3), it reasonably believes the Train Operator's train or locomotive is the most appropriate means to move the Failed Train.
- 7.2.2 Such consent by the Train Operator shall be requested from the Train Operator Control Office but this shall not preclude such request and consent from being communicated through the driver of the train or locomotive, unless otherwise agreed.

7.3 Relevant factors

- 7.3.1 The factors referred to in paragraph 7.2 are, in relation to the relevant locomotive or train:
- (a) its traction capability for the intended purpose (for example, in relation to the tonnage of the train to be assisted and the gradients which it is to encounter);
 - (b) its fuel reserves;
 - (c) the current use of the train or, in the case of a locomotive, the train to which it is coupled and, if relevant, the goods carried on the train;
 - (d) the route knowledge, competency in terms of traction knowledge, and ability to provide assistance of its Train Crew; and
 - (e) the length of any delay to any assisting train or train to which an assisting locomotive is coupled and the reasonably foreseeable consequences of that delay (taking account of the time necessary to return an assisting locomotive or to provide a suitable replacement locomotive).

7.4 Compliance with directions

- 7.4.1 Where it provides an assisting train or locomotive, a Train Operator shall comply with any directions given by CVL IM to move that Failed Train to such Appropriate Location as has been notified to it and:
- (a) subject to such directions, the Train Crew of the train that is assisting shall, during the course of moving the Failed Train, act under the guidance and control of the Train Operator of the Failed Train; and
 - (b) nothing in this paragraph 7.4.1 shall oblige any Train Operator to contravene any Railway Group Standard.

7.5 Movement to Appropriate Location

7.5.1 CVL IM shall use all reasonable endeavours to ensure that a Failed Train is moved to the Appropriate Location notified to the Train Operator in accordance with this paragraph 7. A Train Operator whose train or locomotive has been procured to move a Failed Train under this paragraph 7 shall be obliged to move such Failed Train only to an Appropriate Location notified to the Train Operator in accordance with this paragraph 7.

7.6 Timely release of assisting train

7.6.1 CVL IM shall use all reasonable endeavours to release the assisting train or locomotive to the assisting Train Operator as soon as reasonably practicable and in any event within a period of 3 hours from the time at which such train or locomotive was procured by CVL IM in accordance with this paragraph 7.

7.7 Assistance in reaching intended destination

7.7.1 CVL IM shall use all reasonable means to assist a Train Operator whose train or locomotive has been procured to move a Failed Train, so that its train can reach its intended destination, as soon as reasonably practicable.

8. Compensation for moving Failed Trains

8.1 Obligation to reimburse CVL IM

8.1.1 Except as provided for in paragraph 8.4, if one of a Train Operator's trains is subject to a Train Failure due to a mechanical defect or other cause attributable to the Train Operator and such train is moved in accordance with paragraphs 6 and 7, the Train Operator shall pay CVL IM the sum of the amounts payable under paragraph 8.2.

8.2 Right to payment for assisting Failed Train

8.2.1 Except as provided for in paragraph 8.4, where a train or locomotive of a Train Operator has been procured for use to assist a Failed Train in accordance with paragraph 7.1 and 7.2, CVL IM shall pay to the Train Operator:

- (a) £2,360; and
- (b) £240 for every hour which the train or locomotive is assisting the Failed Train over and above 3 hours.

8.3 Price Variation

8.3.1 The amounts specified in paragraph 8.2.1 shall remain in force until 31 March 2006, and:

- (a) on 1 April each year commencing with 1 April 2006 the amounts specified in paragraph 8.2.1 which applied in the immediately preceding year shall be adjusted by multiplying them by the

Adjustment Factor rounded to three decimal places, to be calculated in accordance with the following formula:

$$\text{Adjustment Factor} = 1 + \frac{(\text{RPI } t-1 - \text{RPI } t-2)}{\text{RPI } t-2}$$

where:

RPI t-1 means the average monthly value of the Retail Prices Index All Items (“RPI”) issued by the Office for National Statistics for the 12 months up to and including the month of December immediately preceding the relevant 1 April;

RPI t-2 means the average monthly value of the Retail Prices Index referred to above applicable for the 12 months up to and including the month of December which is 12 months before the month of December immediately preceding the relevant 1 April;

- (b) the amounts calculated in accordance with paragraph (b) above shall be rounded to the nearest £10; and
- (c) as soon as reasonably practicable after 1 April each year, Network Rail shall give notice to each Train Operator of the adjusted amounts calculated in accordance with paragraph (a) above.

8.4 Alternative financial arrangements

- 8.4.1 The provisions of paragraph 8.1, 8.2 and 8.3 shall apply subject to any alternative financial arrangements which may be agreed between Train Operators who are to pay and receive amounts under those conditions, provided such alternative arrangements have first been notified to and approved by CVL IM (such approval not to be unreasonably withheld or delayed).

8.5 Liability of assisting Train Operator for payments to Network Rail

Without prejudice to any obligation arising as a result of its failure to perform any obligation or its negligence, no Train Operator shall be liable to pay to CVL IM any amount (whether in respect of permission to use track, signalling or other equipment or the provision of electricity or any service or otherwise) which it would, but for this paragraph 8.5, have become liable to pay as a result of assisting a Failed Train.

9. Disabled Trains

- 9.1 Paragraphs 6, 7 and 8 shall apply as appropriate to the circumstances for providing assistance to Disabled Trains, except that:
 - 9.1.1 CVL IM shall investigate, where relevant, loss of traction supply, and shall endeavour to restore the supply; and
 - 9.1.2 if the supply cannot be restored within a reasonable period, CVL IM in accordance with “ROC Section 1 – Control Arrangements” and subject to paragraph 7 shall make arrangements to provide assistance to the Disabled Train.

10. The provision of Evacuation Trains

- 10.1 If the Rail Incident Officer has decided, in consultation with the relevant Train Operator, that an Evacuation Train is required at the location of a Failed Train or Disabled Train, CVL IM shall:
- (a) identify the size and type of Evacuation Train required; and
 - (b) consult and agree with the relevant Train Operators operating in the vicinity of the Disabled Train which train(s) shall be utilised as the Evacuation Train.
- 10.2 CVL IM shall ensure that the arrangements for the Evacuation Train are recorded and advised to the Train Operator who will supply the Evacuation Train.
- 10.3 Train Operators requested to provide an Evacuation Train shall not unreasonably withhold or delay their consent to such provision.
- 10.4 CVL IM, may in the absence of any agreement, and provided it is acting in accordance with the objective of this ROC Section and with due regard to the urgency of the situation, direct the provision of an Evacuation Train.

11. Provision of Standby Rescue Traction

- 11.1 CVL IM may from time to time lead, and other relevant Access Parties shall co-operate in, local rail industry exercises to identify the benefits of and consider the necessity for the provision of Standby Rescue Traction where major engineering work or projects are planned. Where the work will significantly restrict infrastructure availability, so that normal operation is constrained, such Standby Rescue Traction provision may be arranged for the duration of the constraint.
- 11.2 CVL IM shall, on each route, review the arrangements for the provision of Standby Rescue Traction in conjunction with the review of contingency arrangements required within "ROC Section 1 – Control Arrangements".
- 11.3 The factors to be taken into account in such exercises and reviews shall include (but not be limited to):

- 11.3.1 the geography and type of Services provided (such as commuter, long-distance and/or freight traffic);
 - 11.3.2 traction types (such as whether diesel or electric, whether locomotive hauled or diesel or electric multiple-unit);
 - 11.3.3 the coupling compatibility between trains operating on the route, including the provision of adaptor couplings;
 - 11.3.4 the provision of engineering response to Failed Trains or Disabled Trains; and
 - 11.3.5 suitable stabling locations and any other relevant factors;
 - 11.3.6 the route knowledge and competency in terms of traction knowledge of Train Crew who may be engaged;
 - 11.3.7 the availability of suitable traction to provide a standby rescue capability; and
 - 11.3.8 the likely availability of traction capable of being procured for the purposes of assisting a failed train in accordance with paragraph 7 of this Section.
- 11.4 The assessments of risk will also take into account relevant activities arising under “ROC Section 3 – Arrangements for Provision of Equipment to Deal with Adverse and Extreme Weather Conditions; and the Preparation for and Response to Seasonal Disruptions”.
- 11.5 CVL IM and the affected Access Parties shall decide upon the conclusions of the assessments and as to the arrangements to provide Standby Rescue Traction, as appropriate.
- 11.6 Nothing in this paragraph 11 creates an obligation on any party with regard to the provision of such Standby Rescue Traction or its funding.
- 11.7 The arrangements under paragraph 11.6 will not preclude CVL IM from investigating and evaluating the feasibility of providing, procuring and/or operating its own fleet of Standby Rescue Traction, whether for part or for the whole of the CVL Network, and if CVL IM shall determine to do so, then:
- 11.7.1 CVL IM and the affected Access Parties shall review the arrangements under paragraph 11.6; and
 - 11.7.2 this section will be reviewed, whether or not such a review is due in accordance with paragraph 6 of the ROC Section entitled “Introductory and General Section”.

12 National standard of compatibility between traction types

- 12.1 CVL IM and other Access Parties shall co-operate in an industry review of coupling compatibility between every type of train. The study will need to evaluate the following non exhaustive list of factors:
 - 12.1.1 the minimum requirement for through control that is required when assisting a Failed Train or Disabled Train;
 - 12.1.2 through control in terms of brake, power and multiple working;
 - 12.1.3 Railway Group Standards applicable; and
 - 12.1.4 the different designs of physical coupling and associated connectors.
- 12.2 The purpose of the exercise is to identify which types of train can be coupled together, the circumstances of and use of adaptor couplings when assistance is to be provided for a Failed Train or Disabled Train and how this information can be made readily available and used in operational circumstances.
- 12.3 CVL IM and the affected Access Parties shall decide upon the conclusions of the exercise and make recommendations to the industry on the results.
- 12.4 Nothing in this paragraph 12 creates an obligation on any party with regard to the provision of anything consequential upon those conclusions and recommendations or their funding.