

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.

This section governs the arrangements for the industry preparation, planning for, response to, and provision of equipment to manage operational disruption arising from adverse weather conditions including seasonal conditions.

The industry is to work to a network seasonal calendar with key dates for activities to take place in relation to the preparation of arrangements for each season and mitigation measures for all year round hazards.

The following terms used in this section are defined elsewhere:

- *the Network Code defines Disruptive Event, establish and establishment (when used in the context of establishing this section), Extended Disruption, Objective, Services (in Part H), Network, Access Parties, Train Operator and Working Timetable (in Part A) and Decision Criteria (set out in Condition D6);*
- *the Introductory and General Section of the ROC defines Contingency Plan and provides that references to Conditions are to Conditions of the Network Code.*

This explanatory note does not form part of the ROC.

1. Definitions

1.1 “Seasonal, Adverse and Extreme Weather Objective” is the objective set out in paragraph 3.1;

1.2 “Seasonal Arrangements” means a statement issued by Network Rail in respect of each route prior to the applicable season that:

1.2.1 contains the arrangements in respect of preparing and planning for, and responding to, seasonal weather conditions, which may include weather-related hazards, that (so far as concerns measures to be observed or performed by the affected Train Operators) have been agreed between the affected Train Operators and CVL IM as applicable during the relevant season;

1.2.2 is to be framed so as to have due regard to network-wide consistency in relation to its subject matter;

- 1.2.3 includes any specific Contingency Plans as part of such arrangements; and
- 1.2.4 identifies any applicable emergency timetables with key route strategies;

- 1.3 “Seasonal Calendar” relates to Network Rail's annual process map that contains the planning arrangements and the measurements of activity of preparedness for weather related hazards, and shall include CVL IM specifics and any development into a national industry calendar as provided by paragraph 6;
- 1.4 “Summer” is treated as beginning on 1 April each year and ending on 30 September, “Autumn” is treated as beginning on 1 October and ending on 13 December, “Winter” is treated as beginning on 1 October and ending on 31 March next year (and so overlaps with Autumn); and references to “season” or “seasonal” shall be interpreted accordingly;
- 1.5 “Weather Management Standard” means Network Rail’s standard for management of operational risk in respect of weather, comprising Company Standard NR/L2/OCS/021 ‘Weather – Managing the Operational Risk’, (October 2004 Issue 2) or any amendment or replacement of this;
- 1.6 “Weather Strategy Code” means a protocol or code of practice for rail industry purposes as provided by paragraph 7.

2. Effective Date

- 2.1 This paragraph 2 has effect from the establishment of this section.
- 2.2 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.

3. Adverse and extreme weather conditions and the preparation for seasonal disruption: the Seasonal, Adverse and Extreme Weather Objective

- 3.1 The Seasonal, Adverse and Extreme Weather Objective is, in a manner consistent with the Objective (which is **to sustain and, where necessary, restore expeditiously the operation of Services** as further described in the Objective):
- 3.1.1 to publish an industry wide response to seasonal disruption and weather-related hazards;

- 3.1.2 to detail the contingency arrangements for each season including the provision of emergency timetables (where applicable) and key route strategies; and
 - 3.1.3 to identify specific tasks and measures to ensure that, in accommodating the effects of seasonal disruption and weather-related hazards, the most efficient and economical use of available resources is made so as to fulfil so far as reasonably practicable the needs of passengers and freight customers.
- 3.2 CVL IM shall in its capacity as operator of the CVL Network and the other Access Parties shall respectively undertake their activities envisaged by this section in a manner which supports the fulfilment of the Seasonal, Adverse and extreme Weather Objective.

4. Weather Management Standard and forecast arrangements

4.1 CVL IM:

- 4.1.1 shall comply with the Weather Management Standard and shall issue daily weather information to the other Access Parties in accordance with the procedure set out in that standard;
- 4.1.2 shall maintain the Weather Management Standard under review for the purpose of its better fulfilment of the Seasonal, Adverse and extreme Weather Objective;
- 4.1.3 shall make available the Weather Management Standard to all other Access Parties upon establishing this section and to any Access Party subsequently on request and notify promptly any changes to the Weather Management Standard to such Access Parties; and
- 4.1.4 may (but is not obliged to) publish the Weather Management Standard further.

5. Seasonal Arrangements

5.1 Planning and provision of documentation

- 5.1.1 Network Rail shall be responsible for the timely formulation and dissemination of the Seasonal Arrangements and shall facilitate the involvement of the other Access Parties in their preparation and review.
- 5.1.2 Access Parties shall participate in consultations and support the planning and production of the Seasonal Arrangements for Summer, Autumn and Winter in conjunction with Network Rail, and so that agreement shall not be unreasonably withheld or delayed in respect of those matters to which paragraph 1.2.1 refers as to be agreed. Network Rail shall in the formulation of the Seasonal Arrangements have due regard to representations made by the other Access Parties in the course of such consultations.

5.2 Implementation of Seasonal Arrangements

- 5.2.1 Network Rail shall so far as reasonably practicable comply with the procedures contained in the Seasonal Arrangements for the response to weather hazards, acting in accordance with implementation procedures contained in the Weather Management Standard.
- 5.2.2 Access Parties shall comply as far as reasonably practicable with the joint procedures contained within the Seasonal Arrangements for the response to seasonal weather conditions, which may include weather-related hazards, referred to in paragraph 1.2.1 (compliance with Contingency Plans mentioned in paragraph 1.2.3 being a matter for “ROC Section 1 – Control Arrangements”, and establishment and implementation of emergency timetables mentioned in paragraph 1.2.4 being a matter for “ROC Section 2 – Emergency Timetabling Procedure in the Event of Extended Disruption”).
- 5.2.3 When a specific hazard or risk is identified from prevailing or predicted weather conditions outside the season under which the Seasonal Arrangements address that hazard or risk, then, if the Seasonal Arrangements are capable of being applied to it, the Access Parties shall so far as reasonably practicable seek to implement them accordingly.

6 Seasonal Calendar

- 6.1 Network Rail shall maintain a Seasonal Calendar and:

6.1.1 shall be responsible for the design, operation and safeguard of the data contained within the Seasonal Calendar; and

6.1.2 may maintain it in a website or other format.

6.2 In maintaining the seasonal calendar:

6.2.1 The other Access Parties and such other persons as it shall consider appropriate, shall meet the reasonable requirements of Network Rail to populate the revised Seasonal Calendar with seasonal precautionary measures and progress with activities;

6.2.2 following any necessary transitional arrangements, the revised Seasonal Calendar shall be the Seasonal Calendar for the purposes of this section; and

6.2.3 Network Rail shall fulfil its obligation to populate the revised Seasonal Calendar with seasonal precautionary measures and progress with activities.

7. Weather Strategy Code

7.1 Network Rail shall (through its Seasonal Management Team) produce a national rail industry Weather Strategy Code that will draw together the arrangements for industry engagement in relation to seasonal, adverse and extreme weather conditions on a strategic basis and shall include:

7.1.1 contact arrangements;

7.1.2 Network Rail responsibilities;

7.1.3 formulation of national Contingency Plans;

7.1.4 Network Rail national contracts relevant to the provision of equipment to deal with adverse and extreme weather conditions;

7.1.5 other Access Parties' responsibilities;

7.1.6 defined industry joint activities;

7.1.7 the design and use of a national electronic version of the Seasonal Calendar; and

7.1.8 the arrangements for on-going review of the Weather Strategy Code.

7.2 The Weather Strategy Code shall:

7.2.1 be consistent with the responsibilities and arrangements under this section and shall be prepared by Network Rail in consultation (including as to the timing of its production) with other Access Parties;

7.2.2 be capable of being varied by the procedures under Conditions H5.1 to H5.3, and shall apply to all Access Parties;

7.2.3 be issued by Network Rail to all other Access Parties upon its establishment and to any Access Party subsequently on request, and Network Rail may (but is not obliged to) publish it further.

8. Weather-related general and localised hazards

8.1 Where risks exist in respect of adverse and extreme weather conditions, which may include weather-related hazards and which are not addressed as part of the Seasonal Arrangements, Network Rail and the other Access Parties shall collaborate to produce local and national arrangements and Contingency Plans and shall agree joint plans so as best to promote the Seasonal, Adverse and Extreme Weather Objective.

9. Joint national and local seasonal reviews

9.1. Network Rail shall hold annual local seasonal reviews, inviting the relevant Access Parties as necessary.

9.2 Network Rail shall hold a national seasons review.

9.3 Under such reviews, Network Rail and the relevant Access Parties shall, using reasonable endeavours, participate in sharing best practice and revising any arrangements, plans and the Seasonal Calendar in light of experience or the identification of new hazards.

10. Provision of assistance and distribution of equipment

- 10.1 CVL IM shall provide such equipment, distributed at such locations, as it shall reasonably consider appropriate to accommodate the effects of adverse and extreme weather conditions in relation to the operation of the Network.
- 10.2 If a Train Operator holds any equipment which it has not agreed to provide to CVL IM for this purpose in any of the plans or other arrangements under this section, and that equipment in the reasonable opinion of Network Rail, may assist in fulfilling that purpose, then:
- 10.2.1 the Train Operator shall, where reasonably requested to do so by CVL IM, make that equipment available and otherwise provide reasonable assistance for this purpose, and
- 10.2.2 CVL IM shall be responsible for the Train Operator's reasonable costs as shall be agreed between the parties.

11. Subsidiary documentation

- 11.1 The Weather Management Standard and the Weather Strategy Code shall constitute subsidiary documentation for the purposes of this ROC Section.
- 11.2 The statement of specification of design, functionality and outputs of any national rail industry Seasonal Calendar, if proceeded with in accordance with paragraph 6.2, shall constitute subsidiary documentation for the purposes of this ROC Section.

12. Reviews

- 12.1 This section shall be reviewed as set out in the Introductory and General Section, and also if steps are taken that are reasonably likely to result in the withdrawal of either Network Rail Standard NR/L2/OCS/021 (Weather – Managing the Operational Risks) or Network Rail Standard NR/L2/TRK/3011 (Continuously Welded Rail (CWR) Track).