Network Statement 2021

period of validity: 2021 Timetable
Sunday 13 December 2020 - Saturday 11 December 2021
(including the earlier handling of capacity requests for that period).

Colophon

owner	ProRail
email	netverklaring@prorail.nl
reference	T20180019-117460140-1513
version	1.0
date	13 December 2019
status	Definitive

Version management

Version management and processed supplements			
Version	**Date**	**Supplement**	**Subject of the changes**
0.5	28 August 2019		Draft Network Statement
1.0	13 December 2019		Final Network Statement 2021

Contents

List of appendices

Glossary

Included in Appendix 2 is a glossary explaining the specific terminology and abbreviations used in this Network Statement.

The website of RailNetEurope offers an extensive glossary in English of terms relevant to the Network Statement. Please note the disclaimer to the glossary, which stresses that the definitions are intended exclusively for informative purposes.

1 General information

1.1 Introduction

This Network Statement has been drawn up by ProRail[1], the manager of the main railway network in the Netherlands. ProRail is a private company under Dutch law. The sole shareholder is the State of the Netherlands (through Railinfratrust BV). The coalition agreement 'Trust in the Future' (2017-2021) sets out the intention to transform ProRail B.V. into a nondepartmental public body. This will be laid down in an Act. The aim is for this Act to enter into force on 1 January 2021. To the extent necessary, ProRail will amend the Network Statement after the entry into force of the Act.

ProRail is charged with the management of the main railway network in the Netherlands as described in the management concession within the meaning of Section 16 Railways Act, granted by the Minister of Infrastructure and Water Management.

Management by ProRail relates to the following activities[2]:

- the maintenance of the main railway network;
- the preparation and performance of the expansion of the main railway network;
- the fair, non-discriminatory and transparent allocation of capacity of the main railway network,
- control of the traffic on the main railway network,

in accordance with the provisions of the Management Concession 2015 - 2025. ProRail also carries out work for third parties, which is linked to the aforementioned management tasks or to mobility issues in the broader sense of the word.

In the interests of the safe management of the main railway infrastructure, ProRail uses a safety management system and a valid safety licence as referred to in Section 16f Railways Act.

Railinfratrust is the owner of the closed distribution system for electric tractive power on the tracks of the main railway network fitted out with overhead contact lines, and is as manager of this private network under the conditions of an exemption granted by the ACM, the Consumer & Market Authority (reference ACM/DE/2014/202129 dated 23 April 2014), exempted from the designation of a grid manager as referred to in the Electricity Act 1998. ProRail, acting on behalf of Railinfratrust, performs all the management tasks regarding this private network.

ProRail endeavours each year to further improve the contents and the presentation of the Network Statement. Suggestions for improvements or additions to the Network Statement are thus greatly appreciated.

1.2 Objective

The purpose of the Network Statement is to inform titleholders[3] about the nature and conditions of access and use of the main railway infrastructure structure, including the allocation of capacity. The Network Statement informs titleholders about the services ProRail can offer including availability, rates and conditions for these services and facilities.

The Network Statement also contains information on the conditions applicable to access to service facilities that are connected to the main railway network managed by ProRail and the services provided by those facilities, or reference to the website on which this information can be found.

1 ProRail BV, listed in the trade register of the Chamber of Commerce for Utrecht, under number 30124359.

2 Article 2 Paragraph 2 Management Concession 2015 - 2025.

3 The term 'titleholders' shall be deemed in this Network Statement to mean all parties that can enter into an Access Agreement with ProRail under the Railways Act; see Section 57 Railways Act.

1.3 Legal framework

Provided in Table 1.1 is the legal framework of the most important national laws and underlying decrees and regulations regarding access to and use of the railway structure. Also applicable are the directly applicable European Regulations and the Technical Specifications on Interoperability based thereon, as well as COTIF.

Table 1.1 List of laws and regulations

Subject	Laws and regulations
Railways	Railways Act Railways Allocation Decree Main Railways (Environmental Regime) Regulations Railway Interoperability and Safety Regulation
Railway undertakings	Operating Licence Decree and a number of exemptions from the main railways safety certificate Safety application regulations and railways safety management system requirements
Infrastructure	Railway Capacity Allocation Decree Network Infrastructure Regulations
Traffic	Rail Traffic Decree Rail Traffic Regulations
Personnel	Railway Personnel Decree 2011 Railway Personnel Regulations 2011
Railway vehicles	Railway Vehicles Service Regulations
Capacity and use	Railway Capacity Allocation Decree
Charges	Amendment Law Railways Act, etc. (Implementation Directive 2012/34/EU on establishing a single European railway area) Implementation Directive 2012/34/EU on establishing a single European railway area HSL Levy Decree 2015
Dangerous goods	Carriage of Dangerous Goods Act Decree on the Carriage of Dangerous Goods Regulations for the Transport by Rail of Dangerous Goods
Environment	Environmental Law (General Conditions) Act Environmental Management Act Environmental Management (Activities Decree) Act Rail Traffic Noise Calculation & Measurement Regulations 2012

1.4 Legal status

1.4.1 General remarks

The Network Statement 2021 is a network statement within the meaning of Section 58 Railways Act, and Article 27 of Directive 2012/34/EU[4] and is based on the regulations in force on 1 November 2019.

The following structure is applied:

- Provisions with regard to subjects about which ProRail wishes to reach agreement with titleholders before the titleholders make use of the infrastructure (with relevant proposals). These provisions can be found under the heading 'Regulations to be agreed upon' (blue typeface) and between ► blue triangles◄. These regulations solely give rise to obligations once parties enter into the Access Agreement.
- Provisions about the rules of procedure that apply to all titleholders.
  These rules of procedure can be found under the heading 'Rules of procedure' (green typeface) and between ►green triangles◄. ProRail has established the rules of procedure with a view to the non-discriminatory treatment of all titleholders, following consultation of the titleholders and with due consideration for their opinions. The rules of procedure are not individually negotiable and can only be changed by means of a supplement to the Network Statement. An application for capacity brings the rules of procedure into play.

Data of an informative nature, which does not give rise to obligations for titleholders, will be included in the Network Statement without further specific heading or typeface.

1.4.2 Liability

However, ProRail accepts no liability whatsoever for loss or damage ensuing from apparent mistakes or printing errors contained in the Network Statement 2021. ProRail's liability for the information contained in the Network Statement about service facilities and services offered by parties other than ProRail is limited to the correct representation of the data made available to ProRail by these parties. Also, ProRail accepts no liability for the content of third-party pages linked to in the Network Statement.

In the event of differences between the Dutch and English versions of this Network Statement, the Dutch version is binding.

1.4.3 Complaints, disputes and conflict resolution.

Disputes regarding the capacity allocation will be processed by ProRail on the basis of the Regulations on Capacity Allocation Disputes (Chapter 4.4.2).

Complaints and disputes about other services offered by or agreed with ProRail, or about the Network Statement 2021 as released by ProRail are processed in accordance with the General Regulations on the Settlement of Complaints and Disputes as included in the Network Statement (Appendix 4).

A party to the Access Agreement that is of the opinion that the other party to the agreement does not (properly) fulfil the performance scheme and that its complaint should be handled with urgency, can invoke application of the 'Performance scheme complaints procedure (Appendix 26 Section 1).

Complaints about (tariffs of the) charges and the principles thereof and the criteria and rules for capacity allocation published in Network Statement 2021 can be submitted to the Netherlands Authority for Consumers & Markets (ACM) until six weeks after the date of the Government Gazette announcing the adoption of the Network Statement 2021 or an amendment to that data.[5]

Complaints and disputes about the access to service facilities offered by or agreed with ProRail as referred to in Directive 2012/34/EU, Annex II, Section 2(a), or the delivery of services at the service

---

4 Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area, *OJEU* 2012, L 343.

5 Section 58(5) Railways Act.

facilities can, at the election of the parties, also be submitted and handled in accordance with the Regulations on the Settlement of Station Portfolio Complaints and disputes as included in the Network Statement (Appendix 4, Section 2)

Titleholders who have entered into an Access Agreement are entitled to request in writing a decision from the ACM regarding the conduct of ProRail, also if the General Regulations on the Settlement of Complaints and Disputes are applicable.[6] Complaints procedure is described on the website of ACM.

The contact particulars of the ACM are stated in Chapter 2.2.2.

1.5 Structure of the Network Statement

The Network Statement is drawn up according to the '*Network Statement Common Structure*' of RailNetEurope (see Chapter 1.10). This common structure ensures that globally equivalent information can be found in the same place in the Network Statement of the member countries.

For more detailed and up-to-date information, this Network Statement refers to websites, including the Logistics Portal of ProRail. Titleholders can on request gain access to the Logistics Portal (for contact particulars, see Chapter 1.8 or go to the website of ProRail).

1.6 Validity and changes

1.6.1 Validity period

The Network Statement 2021 applies to:

- Access to and use of the railway infrastructure and service facilities with accompanying services during the 2021 Timetable.
- The handling of capacity requests for the 2021 Timetable. This also applies if handling takes place before the start of the 2021 Timetable.

The 2021 Timetable starts at 00:00 hours on Sunday 13 December 2020 and ends at 24:00 hours on 11 December 2021. These dates are in accordance with Directive 2012/34/EU, Annex VII. Information in the Network Statement 2021 that relates to the period after 14 December 2021 is indicative only.

1.6.2 Supplements and changes

ProRail will, by means of supplements to the Network Statement 2021, announce any changes or additions made necessary by circumstances that arise after the release of this Network Statement.

ProRail's Logistics Portal contains documents referred to in the Network Statement via links. It is possible to receive a notification as soon as a new or modified document is placed on the Logistics Portal.

1.7 Distribution

ProRail has drawn up the Network Statement 2021 following consultation with the titleholders involved (see Appendix 3). An email with a hyperlink to the 2021 Network Statement on ProRail's website has been sent to:

- titleholders who have concluded an Access Agreement with ProRail,
- all administrative bodies authorised to grant concessions for passenger transport by train,
- the ACM (Consumer & Market Authority).

Supplements to the Network Statement 2021 are distributed by email among:

- titleholders who have concluded an Access Agreement with ProRail,
- the ACM (Consumer & Market Authority).

6 Section 71(1) Railways Act.

The most recent version of the Network Statement 2021 and the released supplements thereto are available in both Dutch and English on the website of ProRail. Publication of the Network Statement 2021 and supplements thereto are announced in the Netherlands Government Gazette.

1.8 Contact details

ProRail will, on request, provide railway undertakings and other titleholders with further information on topics mentioned in the Network Statement 2021. Please contact:

organisation:	ProRail, Capacity Management Account Management Department
postal address:	P.O. Box 2038 3500 GA Utrecht
office address:	Moreelsepark 3 3511 EP Utrecht
email:	netverklaring@prorail.nl
website:	www.prorail.nl

ProRail

ProRail will by means of (thematic) consultation tables or otherwise inform railway undertakings about relevant developments initiated by ProRail regarding the access to and use of the railway infrastructure and/or the related services offered by ProRail. Customisation per segment is possible for reasons of effectiveness and efficiency.

In case of relevant developments regarding access to and use of the railway infrastructure initiated by third parties, ProRail will, so far as familiar with those developments, urge those third parties to share such information with the railway undertakings. ProRail will, with the consent of the third party, share (process) information on those developments with the railway undertakings.

1.9 Rail Freight Corridors

The Regulation (EU) on the European rail network for competitive freight transport came into force on 9 November 2010. This Regulation obliges Member States to set up international market-oriented freight corridors (*RFC, Rail Freight Corridor*) in order to achieve the following objectives:

- Strengthening cooperation between the infrastructure managers on issues such as capacity allocation of train paths, introduction of interoperable systems and development of the main railway infrastructure.
- Finding a good balance between freight and passenger trains over the RFCs. Achieving adequate capacity for freight transport, in line with the needs of the market, while also meeting punctuality requirements.
- Promoting intermodality between rail and other transport modes by integrating the terminals into the corridor management process.

The table below shows the corridors with route sections in the Netherlands.

Table 1.2 International freight corridors with route sections in the Netherlands

Corridor	Main route of the international freight corridor	Main route in the Netherlands
Rhine – Alpine	Zeebrugge – Antwerp / Amsterdam / Vlissingen / Rotterdam – Duisburg – [Basel] – Milan – Genoa	Maasvlakte – Kijfhoek / Amsterdam Westhaven / Amsterdam Houtrakpolder / Vlissingen Sloe > Meteren – Zevenaar (border)
North Sea – Mediterranean	London / Dunkirk / Rijsel / Liege / Paris / Amsterdam – Rotterdam – Zeebrugge / Antwerp – Luxembourg – Metz – Dijon – Lyon / Basel – Marseille	Maasvlakte – Kijfhoek – Roosendaal (border)

Corridor	Main route of the international freight corridor	Main route in the Netherlands
North Sea – Baltic	Wilhelmshaven / Bremerhaven / Hamburg / Amsterdam / Rotterdam / Antwerp – Aachen / Prague / Berlin – Warsaw – Terespol (Polish – Belarusian border) / Kaunas	Maasvlakte – Kijfhoek – Meteren – Zevenaar (border) Amsterdam Westhaven / Amsterdam Houtrakpolder > Amersfoort – Oldenzaal (border)

For more information on all routes belonging to the corridors, see the Infrastructure Register (RINF). Access to the RINF can be requested via the Logistics Portal of ProRail.

The contact particulars of the corridor organisations are:

organisation:	EEIG Corridor Rhine – Alpine EWIV
office address:	Kleyerstraße 25 60326 Frankfurt am Main Germany
telephone:	+49 69 265 4544 1
email:	info@corridor-rhine-alpine.eu
website:	www.corridor-rhine-alpine.eu

organisation:	EEIG Rail Freight Corridor North Sea Mediterranean
office address:	9, place de la Gare L-1616 Luxembourg Luxembourg
email:	info@rfc2.eu
website:	www.rfc2.eu

organisation:	EEIG 'North Sea – Baltic Rail Freight Corridor' EZIG
office address:	74 Targowa Street 03-734 Warsaw Poland
telephone:	+48 22 47 32 320
email:	info@rfc8.eu
website:	www.rfc-northsea-baltic.eu

For further regulations on international rail freight corridors, see also Chapters 4.2.2, 4.2.3 and 4.4.1.

1.10 RailNetEurope – international cooperation by infrastructure managers

RailNetEurope (RNE) was founded in January 2004 at the initiative of a number of European infrastructure managers and railway capacity allocation authorities with a view to creating a European-wide organisation that could facilitate international activities. This can be achieved by offering joint solutions that benefit all RNE members, including the titleholders and other parties involved. The function of RNE is also to support compliancy with the European legal framework. This includes the development of a harmonised international business process, formats, manuals and guidelines. IT services and systems are also harmonised if necessary.

ProRail is an active member of RailNetEurope. More information about RNE can be found via the contact details below.

organisation:	RailNetEurope Joint Office
office address:	Ölzeltgasse 3 1030 Vienna Austria
email:	mailbox@rne.eu
website:	www.rfc8.eu

1.10.1 One-Stop-Shop

A network of One-Stop-Shops (OSS) represents the infrastructure managers and railway capacity allocation authorities in international traffic. In order to request an international train path, a railway undertaking need only contact a One-Stop-Shop of the country of departure, which will then initiate the entire international coordination process.

For a list of the contact particulars of the One-Stop-Shops, go to the website of RailNetEurope.

To contact the ProRail One-Stop-Shop:

organisation:	ProRail, Capacity Management Capacity Allocation Department
postal address:	P.O. Box 2038 3500 GA Utrecht
office address:	Moreelsepark 3 3511 EP Utrecht
telephone:	+31 (0) 88 231 3456
email:	oss@prorail.nl

1.10.2 RNE services and systems

The website of RailNetEurope provides information on the RailNetEurope systems below.

- Path Coordination System (PCS) is a system for the application for and coordination of international timetables.
- Charging Information System (CIS) is a system for the provision of price information on user charges.
- Train Information System (TIS) is a system that provides real-time information on the timetable of international trains.

1.10.3 Pilot Time Table Redesign

In order to further harmonise the procedures for requesting capacity for timetables between European countries, RNE, Forum Train Europe (FTE) in cooperation with the European Rail Freight Association (ERFA) have launched the pilot project Time Table Redesign (TTR).

The idea behind TTR is to better meet the needs of the various applicants through a more optimal timetabling process. This timetabling process offers capacity for various purposes, with part of the capacity being reserved for requests made shortly before the use of train paths ('Rolling Planning requests').

TTR is tested in pilots to try out the innovative parts of the TTR process. The pilots have started for the 2020 timetable year and will be extended for the 2021 timetable year. The purpose of the pilots is to check whether the new processes meet expectations and to make adjustments before they are implemented throughout Europe.

More information about the TTR project can be found in Chapter 4.2.4 of this Network Statement or on the RailNetEurope website.

2 Access conditions

2.1 Introduction

This chapter describes the conditions for access to and use of the main railway network managed by ProRail.

2.2 Access requirements

Access to the railway infrastructure is granted to railway undertakings for the use of railway vehicles, subject to the basic access package as referred to in Annex I to Directive 2012/34/EU.[7]

2.2.1 Requirements to request capacity

The following categories of natural person or legal entity are entitled to request capacity from ProRail and enter into an Access Agreement with ProRail:

- Railway undertakings.
- Undertakings that have requested an operating licence.
- Parties granting concessions for public transport by train.
- Each natural person or legal entity that can demonstrate that it has a commercial interest in the acquisition of capacity for the transport of passengers or goods by rail. [8]

As a result of the TSI TAP[9] and the TSI TAF[10], a titleholder (for passenger and freight transport, respectively) that requests capacity for international trains requires a Company Code or an RICS code (Railway Interchange Coding System).

Titleholders that are not railway undertakings can exclusively enter into a limited Access Agreement, A limited Access Agreement with a titleholder that is not a railway undertaking is referred to in this Network Statement as a Capacity Agreement.

2.2.2 Requirements for access to the railway infrastructure

Under the terms of the Railways Act access to the main railway infrastructure and participation in rail traffic is reserved for railway undertakings that:

- hold a valid operating licence or comparable document,
- hold a valid safety certificate or test certificate,
- are insured against risks related to statutory liability,
- have concluded an Access Agreement with the network manager.[11]

This is subject to the condition that the proposed traffic participation is permitted under the operating licence, the safety or test certificate and the insurance policy. ProRail stresses that the provision of rail transport services is subject to statutory provisions, as summarised in Appendix 7.

---

7 Section 27 Paragraph 1 Railways Act.

8 Section 57 Railways Act.

9 Commission Regulation (EU) No 454/2011 of 5 May 2011 on the technical specification for interoperability relating to the subsystem telematics applications for passenger services of the trans-European rail system, *OJEU* 2011 L 123.

10 Commission Regulation (EU) No 1305/2014 of 11 December 2014 on the technical specification for interoperability relating to the telematics applications for freight subsystem of the rail system in the European Union and repealing the Regulation (EC) No 62/2006, *OJEU* 2002 L 356.

11 Section 27(2) Railways Act.

In particular, ProRail refers to its obligation to notify the Consumer & Market Authority and ProRail no later than 18 months before the start of the period of validity of the timetable of its intention to apply for capacity in the 2021 timetable year with a view to operating a passenger transport service that is not part of a concession as referred to in Section 20(1) or (4) of the Passenger Transport Act 2000.[12]

The contact particulars of the ACM are:

organisation:	ACM, Consumer & Market Authority
postal address:	PO Box 16326 2500 BH The Hague
office address:	Muzenstraat 41 2511 WB The Hague
telephone:	+31 (0) 70 72 22 000
fax:	+31 (0) 70 72 22 355
website:	www.acm.nl

Autoriteit Consument & Markt

2.2.3 Licences

An operating licence is prescribed for access to the main railway network.[13] Operating licences for railway undertakings established in the Netherlands are issued by the Transport Inspectorate.

Information on the various types of operating licences with the accompanying requirements is contained in Appendix 7.

The contact particulars of the Environmental Health and Transport Inspectorate are:

organisation:	Environmental Health and Transport Inspectorate Rail and Road Transport
postal address:	PO Box 16191 2500 BD The Hague
office address:	Graadt van Roggenweg 500 3531 AH Utrecht
telephone:	+31 (0) 88 489 0000
website:	www.ilent.nl

Inspectie Leefomgeving en Transport
Ministerie van Infrastructuur en Milieu

2.2.4 Safety & test certificates

A safety or test certificate is prescribed by law for access to and use of the main railway network.[14] Safety and test certificates are issued by the Environmental Health and Transport Inspectorate.

Railway undertakings and prospective railway undertakings that are in preparation for acquiring a safety certificate or a test certificate can on request (see the website of ProRail) gain access to the Logistics Portal on which ProRail makes information available regarding the route(s) that they wish to operate, in accordance with the provisions of the technical specifications regarding interoperability of the operations subsystem and the traffic control of the railway system.

2.2.5 Insurance

A railway undertaking that makes use of the main railway network shall be insured against the financial risks arising from statutory liability[15]; the minimum cover is € 10,000,000 per event.[16]

12 Section 57(4) and (5) Railways Act.
13 Section 27(2)(a) Railways Act.
14 Section 27(2)(b) Railways Act.
15 Section 55 Railways Act.
16 Section 7 Operating Licence and Safety Certificate (Main Railways) Decree.

Undertakings that exclusively use the main railway network infrastructure for exchange or station facilities in a railway yard, or that solely run on decommissioned tracks in order to carry out work on those tracks are subject to a lower minimum cover requirement, namely of € 2,500,000 per event.[17]

2.3 Agreements and General Terms & Conditions

In civil law terms, this Network Statement is an offer by ProRail to titleholders for access to and use of the railway infrastructure managed by ProRail and the accompanying services provided by ProRail. On grounds of specific legal regulations[18] and non-discriminatory considerations, not all parts of this offer are open to individual negotiation.

Access by (personnel of) railway undertakings and their auxiliary staff to buildings and sites of ProRail is governed by the Company Regulations of ProRail[19].

2.3.1 Access agreements with railway undertakings

An Access Agreement is concluded between a titleholder and ProRail. The Access Agreement shall comply with the conditions referred to in Section 59 Railways Act.

The model Access Agreement and corresponding General Terms & Conditions are contained in Appendix 5.

Subject to conditions determined by the Environmental Health and Transport Inspectorate with respect to operating licences, safety certificates and the admission of rolling stock, ProRail can conclude an Access Agreement for the transfer traffic between a main railway and a railway of a different qualification.

General Terms & Conditions
ProRail will, by way of General Terms & Conditions included in the Access Agreements, lay down the administrative, technical and financial regulations applicable to use of the railway infrastructure managed by ProRail as well as the provided services. Regulations of the CUI[20], which by operation of law apply only to the use of the railway infrastructure in international rail traffic, have been included in the General Terms & Conditions, or are by way of the General Terms & Conditions declared to apply mutatis mutandis to the use of railway infrastructure for domestic transport and for other use of the railways to which the regulations of the CUI do not legally apply. The Access Agreement and the General Terms & Conditions have been drawn up in accordance with the European General Terms & Conditions as agreed between CIT and RailNet Europe. The European General Terms & Conditions are available for consultation on the website of ProRail.

Regulations to be agreed upon

► ProRail wishes to include a provision in all Access Agreements declaring the applicability of the General Terms & Conditions.
ProRail offers the following possibilities for deviation from the General Terms & Conditions:

- Except in case of intent and/or deliberate recklessness, the maximum amount of compensation payable to the railway undertaking under Article 18 General Terms & Conditions is € 100,000,000 per loss event as referred to in the General Terms & Conditions; and the maximum amount of compensation payable to the network manager under Article 19 General Terms & Conditions is € 100,000,000 per loss event as referred to in the General Terms & Conditions, except in case of intent and/or deliberate recklessness.
- In deviation of Article 18, Paragraph 5 and Article 19, Paragraph 4 of the General Terms & Conditions, the stated threshold amount for claims for compensation is set at € 10,000 or € 20,000 per loss event ◄

17 Section 8(3) Operating Licence and Safety Certificate (Main Railways) Decree.
18 Section 59 Railways Act.
19 RLN00300 is available for consultation on the website of ProRail.
20 CUI: Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI – Annex E to the Convention concerning International Carriage by Rail (COTIF), Treaty Series 277 2011 dated 28 December 2011).

Conclusion of the agreement
ProRail will on request inform titleholders about the information and documents to be submitted prior to the signing of the agreement. Titleholders who wish to conclude an Access Agreement are invited to contact ProRail (for contact particulars: see Chapter 1.8) from the time that the request for a safety certificate is submitted to the Environmental Health and Transport Inspectorate.

Titleholders who wish to conclude their first Access Agreement as railway undertaking shall take into account that due to administrative preparations, a term of one week applies between the signing of the agreement and the first use of the railway infrastructure.

2.3.2 Access Agreements with titleholders not being railway undertakings

The Access Agreement between ProRail and a titleholder, which is not a railway undertaking, is referred to in the Network Statement as a Capacity Agreement. The Capacity Agreement only concerns the allocation and reservation of capacity, but does not give any right to access or use of the railway infrastructure. The reservation lapses if the titleholder fails to inform ProRail within 30 days of the traffic date of the identity of the railway undertaking that will provide the train service on behalf of the titleholder.

General Terms & Conditions
ProRail wishes, by means of the capacity agreements, to agree to General Terms & Conditions. For further clarification, see under the header General Terms & Conditions in Chapter 2.3.1.

The model capacity agreement and corresponding General Terms & Conditions are contained in Appendix 5.

2.3.3 Framework agreements

ProRail does not offer framework agreements.

2.4 Operational Conditions

The statutory rules for safe and unhindered use of the main railway network are laid down in the Rail Traffic Decree and associated regulations.

Supplementary to the statutory rules concerning safe and unhindered use of the railway network, ProRail has drawn up a set of operating rules to advance optimal use of the main railway network and promote efficient communications between ProRail and operational railway personnel. This set of operating rules takes the form of Operational Conditions, which are included in Appendix 6.

Regulations to be agreed upon
► The purpose of ProRail in concluding an Access Agreement is to reach agreement on optimal use of the main railway network and efficient communications between ProRail and operational railway personnel, subject to the terms of the Operational Conditions as included in Appendix 6. ◄

Official language
ProRail uses Dutch as its official language in the TSI 'Operations and Traffic Control'[21]. In the event of an 'international disruption', as defined in Chapter 2 of the Handbook for International Contingency Management of RailNet Europe, the language as defined in this Handbook applies (for more information see also Chapter 4.8.5). On the Enschede - Enschede Border route section, the working language is German, as defined in the document 'Supplementary agreement on local particularities for the Gronau - Enschede cross-border route section'. This document is available on the Logistics Portal of ProRail.

[21] Decision 2012/757/EU, as amended by Regulation (EU) 2015/995 of 8 June 2015, *OJEU* 2015, L 165/1.

2.5 Exceptional transport

Railway vehicles, including loads, which do not meet the statutory requirements or the limit values for normal traffic as described in Section 1.2 of Appendix 6 Operational Conditions can in certain cases - in so far as allowed by law and without prejudice to statutory obligations in terms of exemptions - nevertheless be allowed to participate in traffic, subject to the conditions applicable to Exceptional Transport.

The exemptions from other statutory requirements are granted by the Transport Inspectorate. If the load of a railway vehicle is located outside the applicable vehicle gauge (OPS)[22], but within the so-called Red Measuring Area[23] (see Appendix 12), the railway undertaking must report this to ProRail, which may prompt instructions.[24]

The conditions for out-of-gauge loads as well as information about these conditions can be requested from ProRail's One-Stop Shop (for contact details, see 1.10.1).

2.6 Dangerous goods

The transport of dangerous goods by rail is governed by the Carriage of Dangerous Goods Act, the Decree on the Carriage of Dangerous Goods and the Regulations for the Transport by Rail of Dangerous, by force of which the RID[25] has been adopted in Dutch legislation.

For a number of elements of the railway network qualified as ‘structure’ (such as railway tunnels), user restrictions are in effect on the basis of which the transport of dangerous goods over those parts of the railways is restricted or even prohibited; see also Chapter 3.4.1.

The handling and stabling of wagons containing dangerous goods is only permitted on railway yards specially equipped for such (see Chapter 3.4.3), under the terms of the environmental permit granted for the yard in question.

Pursuant to Section 25 Rail Traffic Decree in relation to Article 4.2.2.7.2 of the TSI ‘Operations and Traffic Control’, the railway undertaking shall before departure of the train containing dangerous goods provide ProRail with all information required by the network manager. In accordance with Section 1.4.3.6b RID, ProRail will receive the UN number and the hazard indication number of those dangerous goods, as well as of their position in the train.

On grounds of Article 1.4.2.2.5 in conjunction with Article 1.4.3.6.b RID, the railway undertaking shall ensure that ProRail at all times during the transport of dangerous goods (including the stay at a railway yard during transport) has prompt and trouble-free access to the load specifications of wagons with dangerous goods, as well as the location of those wagons in relation to the other wagons of the railway undertaking in the train.

Regulations to be agreed upon

► ProRail wants to lay down in the Access Agreement whether the business activities of the railway undertakings include the transport of dangerous goods, and if so, include agreements in the Access Agreement on the method:

- of information provision regarding said transport (see Appendix 6, Operational Conditions, Section 4.2.1);
- of the provision of data regarding the load and wagon sequence in trains and at railway yards (see Appendix 6Appendix 6, Operational Conditions, Section 4.2.2).

If the operating activities of a railway undertaking includes the transport of nuclear substances, further agreements within the context of the Access Agreement will be made prior to the transport.

22 See Section 10(2) Rail Traffic Decree in which reference is made to the Railway Vehicles Service Regulations.

23 As referred to in Section 10(3)(a) Rail Traffic Decree and Section 40a Rail Traffic Regulations and as included in Annex 8 to the Rail Traffic Regulations. See also Appendix 12 to this Network Statement.

24 Section 10(3) Rail Traffic Decree.

25 Annex C to the Convention concerning the international carriage by rail (COTIF).

Insofar as these agreements require any commitment on the part of ProRail and/or its auxiliary persons, the related actual costs are for the risk and account of the railway undertaking. ◄

2.7 Rolling stock acceptance requirements

Vehicle licences
The operation of a railway vehicle on the main railway network requires a vehicle licence and the vehicle must be registered in the vehicle register.[26] The Transport Inspectorate, on behalf of the Minister of Infrastructure and Public Works, can issue a temporary user licence for the performance of test runs with railway vehicles on the main railway network.[27] Licences are granted via the European Railway Agency (ERA) or the Transport Inspectorate. The manner in which the Transport Inspectorate involves ProRail in this is laid down in a policy rule.[28]

The admission of railway vehicles is subject to the requirements of the Technical Specifications for Interoperability (TSI) and the Railway Vehicles Service Regulation (Ris). Information about the main railway network can be found in the Infrastructure Register (RINF). Additional information on the main railway network may be required for testing and assessment of requirements. Questions about this can addressed to inzet.spoorvoertuigen@prorail.nl.

Operation and maintenance of railway vehicles
As soon as a rail vehicle is commissioned by a railway undertaking, the latter is responsible for operation and maintenance of the rail vehicle in accordance with the applicable statutory and essential requirements. [29]

Railway vehicles data
ProRail needs data from railway undertakings on new and modified railway vehicles, as referred to in Chapters 2.9 and Appendix 8 (Section 3) and Chapters 3.5 and Appendix 6 (Section 4.1. 1 paragraph 4). The Logistics Portal of ProRail includes a form specifying the data to be provided (Rolling stock characteristics form, version 2 dated 12/12/14). The completed form can be sent to accountmanagement@prorail.nl.

The railway undertaking is responsible for ensuring that the data relating to the new or modified railway vehicle has been submitted prior to being taken into use. It is possible that the data is already provided by the vehicle supplier during the admissions process.

2.8 Staff acceptance process

The railway undertaking will ensure that the personnel and auxiliary staff deployed at its responsibility in the sense of the Railways Act, have received sufficient instructions concerning the safety aspects and the proper execution of operating processes. [30]

Regulations to be agreed upon
► The railway undertaking will ensure that (auxiliary) staff engaged under its responsibility act in accordance with the provisions of the Access Agreement. Persons working on the railway infrastructure are required to do so on the instructions of the railway undertaking. Such persons, shall on request, be able to provide proof of such instruction. ◄

26 Section 26q Railways Act
27 Section 26r Railways Act
28 Policy rule on the role of the network manager in the admission of vehicles Railways Act
29 Sections 26k(6) and 26c(1) Railways Act
30 Section 22(2)(d) and Sections 49 to 54 Railways Act.

For certain cross-border route sections an exemption can be granted with regard to the language level that needs to be spoken, provided that the 'Procedure for the exemption of language level (B1) for drivers on cross-border route sections' is followed. This procedure is available for consultation on the Logistics Portal of ProRail.

2.9 Requirements relating to information provision

The railway undertaking will continually provide ProRail with the information it requires concerning the use of the railway infrastructure. This information will include:

- The information that the railway undertaking includes in its capacity requests (see request data in Chapter 4). This will include the information necessary in advance for the capacity allocation systems and analysis of the tractive power supply system (see Appendix 8).
- The information that the railway undertaking provides immediately prior to and during actual use of the railway infrastructure.
- The information that the railway undertaking provides on expiry of a certain period of time, and which relates to actual use, traffic and transport during said period, in particular for the control of noise emissions (see Appendix 8).
- The particulars of the types of railway vehicles that railway undertakings must make available to ProRail (see Chapters 2.7 and Appendix 8).
- Information on activities by the railway undertaking within structures, in the sense of the Environmental Management Act, of the infrastructure that are subject to a reporting duty on the part of the permit holder.
- ETCS loggings for fault analyses.
- In order to be able to identify the root causes of complex ERTMS (chain) problems in technology, process or operation/use, periodic analyses are carried out jointly by the railway undertaking and the network manager. For these analyses, the railway undertaking will make relevant raw data from railway vehicles (e.g. ARR data, JRU data and RTM data) available to the network manager to the extent permitted by the rolling stock contracts. The infrastructure manager will make the relevant QATS data from the rail vehicles available to the railway undertaking on request. In the event of safety-related malfunctions, the parties will safeguard the data within 24 hours and make it available to the network manager as soon as possible upon request.

Reports to meet the duty resting on railway undertakings to provide statistical data.
Railway undertakings are under legal obligation to provide statistical data about their traffic to the Central Bureau of Statistics (CBS).
ProRail is prepared, following receipt of an authorisation to this effect by the railway undertaking, to furnish data available to ProRail directly to the Central Bureau of Statistics.

Regulations to be agreed upon

► By means of the Access Agreement, railway undertakings and ProRail make further agreements on the modality of information transfer, both as prescribed by law and under the terms of the Access Agreement. Parties can determine in the Access Agreement that information that serves several purposes need only be supplied once by the railway undertaking. ◄

3 Railway infrastructure

3.1 Introduction

This chapter contains a description of the functional and technical characteristics of the main railway infrastructure managed by ProRail. The Infrastructure Register (RINF) as referred to in Section 16g Railways Act contains the values of the network parameters.

The Network Statement provides user information on those aspects of the railway infrastructure that are of fundamental importance in terms of interoperability. In practice, there is often a need for more detailed information. Additional information about the (possibilities for use of the) railway infrastructure, as mentioned in Chapters 3.3.1.4, 3.3.2.7 and 3.3.3.6, can be requested from ProRail at the following contact address:

organisation:	ProRail, Capacity Management Transport Analysis and Capacity Development Department
postal address:	P.O. Box 2038 3500 GA Utrecht
office address:	Moreelsepark 3 3511 EP Utrecht
email:	gebruikswaardeinfo@prorail.nl

Titleholders can also request access to various applications that contain specific information, such as the Logistics Portal, via the website of ProRail.

3.2 Extent of network

The area under the management of ProRail is defined by means of:

- A specification of the railways that fall under the management of ProRail, with the accompanying railway infrastructure and decommissioned lines.
- A specification of the transition points to connected railways that fall outside the management of ProRail.

3.2.1 Railway network managed by ProRail

Appendix 1 shows the Railway network[31] managed by ProRail. This appendix also includes a table with the railways designated as part of the main railway network[32] that link up with the sidings in port and industrial areas.

ProRail manages:

- The railways designated as main railway network by the Railways Allocation Decree, the management of which has been assigned by concession to ProRail.
- The infrastructural elements[33] that constitute part of the main railway network and which are designated as railway infrastructure, including the transfer facilities in stations.
- A number of other infrastructural facilities that are related to the traffic on the main railway network and are managed by ProRail, such as refuelling facilities.

31 The railways as stated in Annex 1 and Annex 2(a) Railways Allocation Decree.
32 The railways as stated in Annex 2(b) Railways Allocation Decree.
33 See Annex I to Directive 2012/34/EU.

- A number of decommissioned tracks, not designated part of the main railway network, see Appendix 11.

The cadastral boundaries of the area managed by ProRail are shown in RailMaps, see Chapter 3.3.

Decommissioned railways
ProRail manages a number of decommissioned railways (see Appendix 11). These railways are railways within the meaning of Section 2(3) Special Railways Decree, which means that rail traffic is not possible over these decommissioned railways. Any reactivation of decommissioned railways will be announced by means of a supplement to the Network Statement and, in that case, rail traffic over a reactivated railway will first be possible after inclusion of that railway in the Railways Allocation Decree.

3.2.2 Connected railway networks outside the management of ProRail

For the purposes of cross-border traffic, the main railway network is linked to the railways in neighbouring countries at the border crossings below.

- With the railway network in Belgium managed by Infrabel, at the border crossings:
  - Sas van Gent – Zelzate
  - Roosendaal – Essen
  - Hazeldonk
  - Budel – Neerpelt
  - Maastricht – Lanaken[34]
  - Eijsden – Visé
- With the railway network in Germany managed by DB Netz AG, at the border crossings:
  - Nieuweschans – Weener[35]
  - Oldenzaal – Bad Bentheim
  - Enschede – Gronau[36]
  - Zevenaar – Emmerich
  - Venlo – Kaldenkirchen
  - Haanrade – Herzogenrath

For the purposes of transfer traffic, furthermore, the main railway network is connected at the following places with railway lines in the Netherlands managed by other parties: Veendam, Coevorden, Apeldoorn Zuid, Dieren, Kerkrade Centrum, Schin op Geul, Hoorn, Goes and Schiedam.

Various industrial and transhipment companies have sidings connecting them to the main railway network managed by ProRail. These sidings fall outside the management of ProRail (see Appendix 11). Information on the possible use and applicable conditions is available from the companies connected to these tracks.

3.3 Infrastructure description

This chapter describes the characteristics of the railway infrastructure that are relevant to traffic use. Detailed information on these characteristics of the railway infrastructure can be found, inter alia, in:

- The Rail and Road Signs application as described in Section 1 of Appendix 23.
- Provision of customised railway infrastructure data via Infra-Atlas in Chapter 5.5.2.1.
- The Rail and Road Signs application as described in Section 2 of Appendix 23.
- The publication on temporary speed restrictions as described in Section 3 of Appendix 23.

---

34 The Maastricht - Lanaken railway line connects the industrial estate located near the border on Belgian territory with the Dutch railway infrastruture; the railway line offers no connection for through traffic to/from the Belgian railway network.

35 During the period of validity of this Network Statement, no through traffic after Weener is possible via the Nieuweschans – Weener railway line owing to a defective railway bridge.

36 The Enschede - Gronau railway line is not connected at Enschede to the main railway network in the Netherlands and does not provide a connection for through traffic to/from the German railway network.

- The Infrastructure Register (RINF). This register referred to in Section 16g Railways Act contains the values of the network parameters of the railway infrastructure. Access to the RINF can be requested via the Logistics Portal of ProRail.

3.3.1 Geographical identification

In the geographical identification of the railway infrastructure managed by ProRail, a distinction is made between route sections, track geometry and stations and nodes. The identification characteristics of tracks (letters/numbers), signals, points and other facilities and the kilometre marking(s) per section can be consulted in RailMaps.

The effective length of available arrival, departure, stabling and overtaking tracks per railway yard is available via the Logistics Portal of ProRail. Also, an overview is provided of the relevant detailed information available on request.

3.3.1.1 Route sections

An overview of the network configuration, single-track, double-track and multi-track sections distances between nodes (selection) can be found in Appendix 1.

For information about the effective track length of stabling tracks: see the Logistics Portal of ProRail.

3.3.1.2 Track geometry

Track gauge: the nominal rail gauge throughout the entire railway infrastructure is 1,435 mm, in accordance with EN 13848-1 (minimum 1,430 mm, maximum 1,450 mm).

3.3.1.3 Stations and nodes

Railway infrastructure nodes and the names of several important station and nodes can be found in Appendix 1.

3.3.1.4 Information available on request

Also available on request (see Chapter 3.1) are:

- Track plan and route options per railway yard. Crossover facilities outside railway yards.
- Directional orientation of route sections at stations.
- The location and full and abbreviated names of all railway yards, stations, border crossing points and other important points.
- Location of branches to sidings.
- The boundaries of the tracks and rail sections that are designated as 'railway yard' pursuant to the Rail Traffic Decree[37].

3.3.2 Potential use

The potential use of the railways is described with the aid of the six parameters below.

1. Loading gauge
2. Axle load and ton metre weight
3. Gradient
4. Speed
5. Train length
6. Power supply

An overview is also provided of the supplementary information on potential use, which is available on request.

The angle ratios of points and the presence of overhead lines on individual tracks are available via RailMaps.

[37] Sections 29 to 34 Rail Traffic Decree; Sections 38 to 40 Rail Traffic Regulations.

The use outside the limit values of the parameters below is permitted only under agreed regulations for Exceptional Transport as defined in Section 1.2 of Appendix 6.

3.3.2.1 Loading gauge

The coding of loading gauges in this chapter complies with EN 15273.

- Railway vehicles (including load), the loading gauge of which complies with G2[38] are permitted on the entire main railway network managed by ProRail.
- Railway vehicles (including load), the loading gauge of which complies with GC[39] are permitted on the route sections designated in Appendix 12 as GC or NL-2.
- Railway vehicles (including load), the loading gauge of which complies with NL-1[40] are permitted on the route sections designated in Appendix 12 as NL-1 or NL-2.
- Railway vehicles (including load), the loading gauge of which complies with NL-2[41] are permitted on the route sections designated in Appendix 12 as NL-2.
- Railway vehicles (including load) with a loading gauge that does not fit within the applicable loading gauge for that route section is designated as Exceptional Transport, see Chapter 2.5. This is in any event applicable if a load is in the so-called Red Measuring Area, see Appendix 12.
- Vehicles used on border route sections shall also comply with the vehicle gauge requirements of the neighbouring railway network.

3.3.2.2 Axle load and ton metre weight

The coding of loading classes in this chapter complies with NEN-EN 15528.
Loading Class C2 is permitted throughout the network. Also, the vehicle load may not exceed the maximum permissible load specified for that railway vehicle.[42] In accordance with the TSI Infrastructure[43], a distinction is made between freight transport (F) and passenger transport (P):

- Freight transport (F)
  Large sections of the network, including all route sections forming part of the rail freight corridors, can accommodate Loading Class C2 subject to the conditions of Exceptional Transport (See Section 1.2 of Appendix 6 and Section 0 of Appendix 13). Insofar as use is made of regular routes, these conditions only concern compliance with local speed restrictions.
- Passenger transport (P)
  On large parts of the network, see Section 0 of Appendix 13, an axle load deviating from loading class C2 can be agreed for passenger rolling stock under specific conditions. The specific conditions are agreed in the Access Agreement and may differ per route section and type and use of rolling stock.

  In any case, the conditions apply that the deviating axle load will never exceeds 22.5 tons and that the maximum speed is the route section speed, with a maximum as indicated in Appendix 13, Section 0.

3.3.2.3 Gradient

- The gradient of stabling tracks does not exceed 1:1000.
- The gradient of other tracks will as a rule not exceed 1:200. Signalling helps to prevent heavy trains from having to stop on steeper gradients.

38 Section 13(1) Railway Vehicles Service Regulations
39 Section 13(2) Railway Vehicles Service Regulations
40 Section 13(2) Railway Vehicles Service Regulations
41 Section 13(2) Railway Vehicles Service Regulations
42 Section 17(2) Rail Traffic Decree.
43 Commission Regulation (EU) No 1299/2014 of 18 November 2014 on the technical specifications for interoperability relating to the 'infrastructure' subsystem of the rail system in the European Union, *OJEU* 2015, L 356/1.

3.3.2.4 Speed

- The permissible line speed is the highest speed allowed on a route section or a part thereof. The speed class of the permissible line speed is indicated per route section in Appendix 16.

3.3.2.5 Train length

- The maximum train length (including locomotive) is 740m for freight trains and 400m (excluding a tolerance of 1%) for high-speed passenger trains. Length-specific limitations also apply to international traffic.
- The train length shall in all cases be less than the effective length of the departure, overtaking and arrival tracks present at each station for which the train is scheduled according to the timetable. Additionally, the length of passenger trains shall be attuned to the effective length of the platforms at which the train will stop according to the timetable (see Appendix 19).
  In case of a scheduled use of a rerouting, the length restrictions according to the timetable for that route apply.
  A detailed list of the effective track and platform length per railway yard is available for consultation on the Logistics Portal of ProRail.
- Based on the restrictions in Germany, ProRail and DB Netz have determined the following maximum train lengths (including traction vehicles) for freight trains at the border crossings:
  - Oldenzaal – Bad Bentheim: maximum 590m
  - Zevenaar – Emmerich: maximum 690m
  - Venlo – Kaldenkirchen: maximum 650m

  Freight trains to and from Germany longer than these limit values can only be used with the consent of DB Netz. ProRail is responsible for the coordination with DB Netz. Freight trains to and from Germany which do not use the pre-arranged paths on the freight corridors and which are longer than the above limit values (with a maximum of 740m) can only be used with the consent of DB Netz. ProRail is responsible for the coordination with DB Netz. For more information on this process, see Chapters 4.4.1.1 (Pre-arranged paths) and 4.4.1.2 (Reservation of capacity).

3.3.2.6 Power supply

Provided in Appendix 17 is the following information:

- The route sections fitted out with an overhead line for electric tractive power supply.
- The contact line voltage and any maximum current collection per route section in accordance with EN 50367.
- The provisions at transition points to other contact line voltages.

The standard height of the overhead contact line in relation to the top edge of the rail is +5.50m. A different height may apply at the location of structural works, although the overhead contact line remains beyond the loading gauge locally applicable.

The distance between the front of the train and the rearmost raised current collector of that same train may not exceed 400m, in connection with the placement of signals at air gap overlap span.

Regulations to be agreed upon

► ProRail requires the railway undertaking to provide particulars per type of electric railway vehicle as described in Section 3 of Appendix 8. ◄

3.3.2.7 Information available on request

Also available on request (see Chapter 3.1) are:

- Information on the kinetic loading gauge NL-1 at stations and railway yards.
- Locally applicable speed limits.
- Contact line voltage tolerances.

3.3.3 Safety and communications systems

The railways are fitted with signalling systems, safety and communication system for the safe and controlled handling of rail traffic. All route sections and tracks that are designed for speeds >40 km/h

are equipped with a signalling system that monitors the relationship between the position of points, track occupation and signalling. Additional safety systems use automatic train control to monitor the maximum speed and correct signal performance. Regulations for the use of locally operated route sections are available on the Logistics Portal. The operating instructions are available via Raildocs of ProRail.

3.3.3.1 Signalling systems

The type of signalling system per route section is described in the table below.

Table 3.1 Type of signalling system per route section.

Route section	Applicable signalling system
Hoofddorp – Rotterdam Centraal (forming part of the HSL-Zuid)	Single signalling system ERTMS Level 2 version 2.3.0 corridor with cabin signalling via ETCS. The fall-back signalling system is ERTMS Level 1.
Rotterdam Lombardijen – Hazeldonk Grens (forming part of the HSL-Zuid)	
Maasvlakte – Barendrecht Vork (forming part of the Betuweroute)	Single signalling system ERTMS Level 1 version 2.3.0.d. Light signalling system.
Barendrecht Vork – Kijfhoek Zuid (forming part of the Betuweroute)	Dual signalling: – ERTMS Level 1 version 2.3.0.d. – ATB and light signalling system. Trains equipped with only ATB, and trains with ERTMS/ETCS can run simultaneously.
Kijfhoek-Zuid – Zevenaar Betuweroute Aansluiting (forming part of the Betuweroute)	Single signalling system ERTMS Level 2 version 2.3.0.d with cabin signalling via ETCS.
Zevenaar-Oost – Zevenaar Grens	Single signalling system ERTMS Level 2 version 2.3.0.d with cabin signalling via ETCS.
Amsterdam Duivendrecht – Utrecht (Amsterdam-Utrecht)	Dual signalling: – ERTMS Level 2 version 2.3.0.d with cabin signalling via ETCS. – Light signals, supported by cabin signalling via ATB.
Lelystad Opstelterrein Aansluiting – Hattemerbroek Aansluiting (Hanzelijn)	
Enschede – Enschede Grens	Local operation of signals by train personnel using an infrared remote control system.
Winterswijk – Doetinchem	
Groningen – Leeuwarden	
Other route sections	Light signals, supported by cabin signalling via ATB or ETCS.

3.3.3.2 Traffic control systems

Traffic control support systems are fed with train composition data as entered into the timetable planning systems. The conditions for the use of these systems by railway undertakings are subject to further agreement.

3.3.3.3 Communication systems

The railways managed by ProRail are fitted out with GSM-R, an internationally standardised digital radio-communication system. GSM-R is suitable for data communication between ETCS systems and voice communication between the driver and traffic control (see the GSM-R Voice Rail Safety in Section 4 of Appendix 23 and the GSM-R Walkie-Talkies service in Chapter 5.5.1.1).

3.3.3.4 Automatic train control systems

- Type of automatic train control (ATC) system per route section: see Appendix 14.
  The (Belgian) ATC system Memor/krokodil is installed between the national border and the start/end of the ATC system covered area on the border route sections Roosendaal – Roosendaal Grens and Maastricht-Eijsden Grens.
  The German PZB/Indusi ATC system has been installed at a number of signals at the Venlo railway yard, the border route section Venlo – Venlo Grens, and the border route section Enschede – Enschede Grens.

- Railway vehicles shall at all times be compatible with the train detection systems installed on the route sections on which the vehicles are run.
- Both ATC-EG and an ERTMS ATC system are present on the route sections Amsterdam Duivendrecht – Utrecht and Lelystad Opstelterrein Aansluiting – Hattemerbroek Aansluiting. Traction vehicles fitted with ATC system and/or compatible ERTMS train equipment can use this route section. The ERTMS control system permits suitable and approved rolling stock to run at the speeds indicated below.
  - Amsterdam – Utrecht: 160 km/h
  - Lelystad Opstelterrein Aansluiting – Hattemerbroek Aansluiting: 200 km/h.

  Rolling stock fitted with ETCS can run on this route section with ATC system without requiring ERTMS communication encryption keys.
- The shunting hump in Kijfhoek is fitted with an automated hump process control system. Traction vehicles used for shunting via this hump shall be fitted with equipment for communication with and control by the hump process control system.
- The ATC system (both ATC-EG and ATC-NG) monitors the instruction to reduce speed to the limit indicated by the signalling system. At selected locations, the system has an extra function ('ATC-Vv') that provides for braking curve monitoring in the speed range between 0 and 40 km/h. ATC-Vv only works on rolling stock fitted with the ATC-Vv functionality.
- An ETCS level transition STM-ATC <> STM-PZB is present on the border route sections:
  - Nieuweschans – Weener (D)
  - Coevorden – Laarwald (D)
  - Oldenzaal – Bad Bentheim (D)
  - Venlo (railway yard) – Kaldenkirchen (D)
  - Landgraaf – Herzogenrath (D)
- An ETCS level transition STM-ATB <> Level 2 is present on the route section Zevenaar – Zevenaar Oost.
- An ETCS level transition Level 2 <> STM-PZB is present on the border route section Zevenaar Oost – Emmerich (D).
- An ETCS level transition STM-ATC <> STM-Memor is present on the border route sections:
  - Roosendaal – Essen (B)
  - Weert – Budel – Neerpelt (B)
  - Maastricht Randwyck – Eijsden – Visé (B)

Regulations to be agreed upon

► ProRail has described:
- the procedures for requesting and managing communication encryption keys, which are required to run on ERTMS level 2 route sections,
- the user processes for the running of trains with ERTMS,

in Section 5.1 of Appendix 6 Operational Conditions and wants to include these in the Access Agreement. ◄

3.3.3.5 Train detection systems

- Multiple train detection systems are used on the railway infrastructure managed by ProRail in order to feed the safety system with information on track occupation. Some of these detection systems make use of the shorting effect of wheelsets (track circuits), other systems make use of physical phenomena, such as the influencing of a magnetic field (axle counters and detection loops) or rail deflection (pedals).
- Which train detection systems are in use on which route section is stated in Appendix 15. Information on existing detection systems on specific tracks at railway yards and stations is not visible in Appendix 15. For this, see Chapter 3.3.3.6.
- Railway vehicles shall at all times be compatible with the train detection systems installed on the route sections on which the vehicles are run, which in any event includes compatibility as regards shorting and circuit behaviour (train-track). Whether there is sufficient compatibility is determined on a case-by-case basis by the Minister of Infrastructure and Water Management (represented by the Transport Inspectorate) and laid down in the service licence of the specific railway vehicle. The compatibility requirements connected to the various detection systems are laid down in the Railway Vehicles Service Regulations. These requirements are described for each detection

system in Section 17 Railway Vehicles Service Regulations with reference to Annexes 4, 5 and 6. For non-TSI-compliant vehicles, the requirements under 1.4 of Annex 3 also apply.
- In case of combination of GRS track circuits with additional detection systems (axle counters, PSSSL, pedals, mass detection loops) it is possible to run railway vehicles that do not meet the requirements with regard to detection quality[44].
- Route sections with only GRS and Tone Frequency track circuits are not necessarily suitable for modern electric passenger train sets running in monoculture[45]. This is indicated in the restrictions of railway vehicle service licence, with reference to the Technical file for authorisation.
- Appendix 15 indicates which route sections are suitable for these electric passenger trains, regardless of whether a monoculture occurs.

3.3.3.6 Information available on request

Also available on request (see Chapter 3.1) are:
- Further information on the (Belgian) automatic train control system Memor/krokodil.
- Further information on the (German) automatic train control system PZB/Indusi.
- Working zone divisions (the division of the railway infrastructure into zones which can be completely decommissioned at any given moment).
- Location of the crossovers from a centrally controlled area to a locally controlled one.
- Division of the railway infrastructure into traffic control areas.
- Number and nature of railway level crossings with public roads.
- Location of various train detection systems on station and railway tracks.

3.4 Restrictions to use

The potential for use of the railways is determined by the characteristics of the railway infrastructure and external factors.

Explicitly - but not exclusively - included under external factors are the regulations of environmental permits granted to ProRail pursuant to the Environmental Permit (General Conditions) Act and imposed on ProRail under the General Administrative Law Act for the use of the railway infrastructure managed by ProRail.

ProRail will, by means of the Network Statement, report traffic restrictions under the basic access package, pursuant to Annex II of Directive 2012/34/EU and ensuing from licensing or other public law regulations, the contents of which are not announced in a Netherlands Government Gazette, Bulletin of Acts and Decrees or Treaty Series.

3.4.1 Specialised railway infrastructure

Transport restrictions and exclusions
Stated in Appendix 9 are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded.

This appendix also specifies the route sections for which passenger transport must be requested from the OSS of ProRail. The request shall include a Risk Inventory & Evaluation and an operational scenario. These documents shall be approved by ProRail at least one month before the performance date. For contact particulars, see Chapter 1.10.1.

Environmental fire safety permits
Some parts of the railway infrastructure are qualified as structures. Use of these structures can, under the terms of the Environmental Permit (General Conditions) Act, in combination with the

[44] See the Railway Vehicles Service Regulations, Annex 5.

[45] A monoculture occurs if fewer than 2 railway vehicles with irreproachable detection quality run per hour at track level: VIRM/VIRMm, ICMm, DDZ, E-loc with carriages.
Combinations with other types of train sets and freight trains generally do not provide sufficient guarantee that the detection quality is maintained in deteriorating conditions, such as during the autumn with leaves falling on the tracks.

Environmental Law Decree and the 2012 Building Decree, require an environmental fire safety permit or occupancy notification. The competent authority can grant the environmental fire safety permit subject to conditions.
If an environmental fire safety permit lays down restrictions or conditions that are of importance to the use of the railway infrastructure by railway undertakings, ProRail will publish those restrictions or conditions in the Network Statement. These documents are available for consultation at ProRail. The limitations and conditions of the permits valid at the start of the timetable belonging to this Network Statement are listed in Appendix 9.

High-speed route sections
The Hoofddorp-Rotterdam Centraal (via the Groene Hart tunnel) and Rotterdam Lombardijen – Hazeldonk route sections are designated as route sections of the high-speed rail system as referred to in Annex I to Directive 2016/797. Specific restrictions that apply to the use of these route sections are stated in the infrastructure register.

Regulations to be agreed upon
► By entering into the Access Agreement, the railway undertaking accepts the obligation to comply with the notifications and environmental permits for fire-safe use and to refrain from any action that may result in a violation of the applicable regulations. Furthermore, the railway undertaking accepts that ProRail monitors compliance with these obligations. ◄

3.4.2 Environment-related operating rules and restrictions

3.4.2.1 Environmental permits

General
Railway undertakings making use of the railway yards managed by ProRail may only perform those activities for which an environmental permit has been issued. The permitted activities are stated in the environmental permit. The environmental permits granted to ProRail, in as far as these contain provisions relating to the use of the railway infrastructure, are considered an integral part of the Network Statement.

Railway yards are facilities where multiple users (such as ProRail and railway undertakings) can operate simultaneously and alongside one another, using the same environmental permit. Every user is responsible for compliance with the permit and the applicable regulations. Every user can be held to account by the competent authority. ProRail has assumed the coordinating task to ensure that the users of the facility are informed about the rights and obligations stated in the permit.

Regulations to be agreed upon
► By entering into the Access Agreement, the railway undertaking accepts the obligation to perform its operations in accordance with the permits regulations. Non-compliance with these provisions implies an attributable failure towards ProRail. Further details in this respect are provided in the General Terms & Conditions (Appendix 5) and the Operational Conditions (Appendix 6). ◄

Within the context of the acoustic study to determine compliance with environmental permits and the application for environmental permits, ProRail requires noise emission data on passenger rolling stock and locomotives as applicable for the use on railway yards. Known average values are used for freight wagons.

Regulations to be agreed upon
► ProRail requires all railway undertakings to submit a statement of the noise emission data of their passenger rolling stock and locomotives. Further details of this statement are given in Appendix 8. ◄

A railway undertaking requires prior permission from ProRail if it intends to make changes to the permit-linked activities (under the Environmental Permit (General Conditions) Act) at the site. The environmental permit may have to be revised in a number of cases.

Application for or change to an environmental permit
In case of an application for/change to a permit, ProRail will contact the relevant railway undertakings for the collection of the prescribed information. The information required from the railway undertaking is detailed in Section 3 of Appendix 6. Consideration should thereby be given to the points below.

- Based on input by the railway undertakings, ProRail will calculate the environmental effect of the activities under application on the environment and draw up reports. The environmental reports, together with the application text, will be discussed with the railway undertakings. Timely coordination with the railway undertakings takes place on submitting the final application, submitting opinions on the basis of the draft decision, and filing a letter of appeal. Copies of the relevant documents are sent to the railway undertakings.
- Once the environmental permit has come into effect, ProRail translates the environmental parameters into planning standards that form the basis for the allocation of capacity (integral capacity management).

ProRail has a coordinating role in processes concerning the submitting of opinion documents and letters of appeal and, when so addressed by the competent authority, in actions within the context of supervision and compliance. A description of information required by ProRail from the railway undertakings is given in Section 3 of Appendix 6.

Environmental permit control
ProRail assumes that railway undertakings are familiar with the permit regulations. All current environmental permits (and environmental notifications) are available for consultation on the Logistics Portal of ProRail or can be provided on request by ProRail. Here, users (parties who are responsible for compliance with the permit regulations) of a railway yard will find all the provisions with which they shall comply.

The restrictions and obligations laid down in the environmental permit can concern:

- The handling - including the stabling - of wagons with dangerous goods, in particular when loaded in tank wagons and tank containers.
- The performance of operations that may place a noise load on the environment.
- The stabling of railway vehicles intended for scrapping is treated as the 'storage of waste substances'.
- The provision of information on the activities and actions performed at a railway yard. For the information to be provided in arrears: see Appendix 8.
- The installation and use of facilities at the railway yard.
- A code of conduct for users, including the use of compulsory (protective) equipment, the handling of waste and the reporting of unsafe situations, is included in the company regulations of ProRail, see Chapter 2.3.
- Obligations to report on volume of use, incidents, measures, target regulations, etc.

Exceptional situations
It may occur that ProRail is granted an environmental permit that also has implications for tracks that fall outside the management of ProRail. ProRail will in that case make arrangements with the manager of those tracks in order to ensure compliance with the permit conditions.

Another possibility is that tracks and sites that fall under the management of ProRail fall within the scope of application of an environmental permit granted to a party other than ProRail. In that case ProRail will inform the railway undertaking about the conditions of the permit that are relevant to the railway undertaking.

3.4.2.2 Noise on route sections

The Minister of Infrastructure and Water Management sets[46] the permissible noise limits for rail traffic. Information on the permitted noise limits is published on the website of the Ministry of Infrastructure and Water Management. ProRail takes measures to ensure[47] compliance with the noise limits, by testing whether the requested capacity remains under the noise limits, see Chapter 4.4 point b. If the

[46] Section 11.27 Environmental Management Act
[47] Section 11.20 Environmental Management Act

test shows an exceedance of the noise limits, which cannot be resolved by coordination, the applicable railway infrastructure is declared congested, see Chapter 4.4.3.

ProRail shall each calendar year submit a compliance report to the Minister of Infrastructure and Water Management regarding compliance with statutory noise limits. ProRail is moreover required under the terms of the Management Concession to prepare a 5-yearly Noise Map for the Minister. To fulfil these obligations, ProRail requires data from railway undertakings on the average realised running and composition of trains during the day, evening and night periods in the calendar year. ProRail will, at the request of the railway undertakings, strive to acquire as much of this data as possible from its own systems. The railway undertakings are responsible for the data.

ProRail also requires the categorisation of the passenger rolling stock as defined in the statutory calculation regulations[48]. A distinction is made between quiet and non-quiet freight wagons.

Regulations to be agreed upon

► ProRail requires that every railway undertaking provides an annual statement of the average realised train service and composition during the day, evening and night periods in the calendar year. Further details of this statement are given in Appendix 8. ProRail also requires every railway undertaking to state the categorisation of the passenger rolling stock as defined in the statutory calculation regulations[49]. Further details of this statement are given in Appendix 8. ◄

3.4.2.3 Soil protection

The operating processes of the railway undertakings entail risks in terms of contamination of the soil and ballast with fuels, coolants, lubricants, etc. Small quantities of these contaminants can, under normal running conditions, leak from trains on the ballast. This risk can be minimised through good and regular maintenance. Moreover, soil and ballast contamination can occur as a result of incidents.

The Soil Protection Act prescribes that ProRail and the railway undertakings take measures aimed at minimising the risk of soil contamination and, in the case that soil contamination nevertheless does occur, that they take all necessary measures to limit the effects thereof.

If contamination is ascertained in the ballast or soil of the main railway network, ProRail will conduct a survey to determine the current or past cause. In case of indications that the contamination has been caused by a railway undertaking, the latter will be notified immediately. ProRail will also involve the railway undertaking in the survey. Pursuant to the provisions of the Soil Protection Act, ProRail will notify the competent authorities of the soil contamination. The appropriate remediation measures will be based on the instructions of the competent authority. The costs of the ballast and/or soil survey, as well as any required remediation, will be recovered from the railway undertaking if it indeed appears to have been the party causing the contamination.

Rolling stock tanks containing diesel or gas oil involve a raised risk of soil contamination. The same applies to other forms of transhipment of hazardous liquids. Locomotives may only be refuelled at the designated refuelling facilities, above the soil protection facilities stated in Appendix 21.

Refuelling outside one of the refuelling facilities stated in Appendix 21 is permitted only in exceptional cases. These cases are described in Section 3.3 of Appendix 6 Operational Conditions.

Regulations to be agreed upon

► ProRail wishes to lay down the arrangements concerning soil protection (handling in case of signalled ballast contamination and refuelling) by means of the General Terms & Conditions (see Section Appendix 5) and the Operational Conditions (see Section 3.3 of Appendix 6) to the Access Agreement. ◄

3.4.3 Restrictions due to dangerous goods

Handling of dangerous goods at railway yards

The railway yards below are equipped for the handling and stabling of wagons with dangerous goods.

48 Rail Traffic Noise Calculation & Measurement Regulations 2012

49 Rail Traffic Noise Calculation & Measurement Regulations 2012

Table 3.2 Railway yards equipped for the handling and stabling of wagons with dangerous goods

Railway yards		
Amersfoort Goederen	Kijfhoek	Rotterdam Waalhaven Zuid
Amsterdam Aziëhaven	Lage Zwaluwe	Sas van Gent
Amsterdam Westhaven	Moerdijk	Sittard
Axel Aansluiting	Onnen	Sloe 1
Blerick	Roosendaal***	Sloe 2
Delfzijl Oosterhoorn	Rotterdam Botlek	Terneuzen Aansluiting
Deventer Goederen*	Rotterdam Europoort	Valburg CUP
Emmen**	Rotterdam Maasvlakte	Venlo
Hengelo	Rotterdam Pernis	

* Only the turning back with wagons loaded with dangerous goods is permitted. Other (shunting) operations with dangerous goods are not permitted.
** Only turning back with category C3 (maximum 500 wagons p/y) is allowed.
*** Operations with dangerous goods are not permitted, but turning back is.

The above supply is the result of deliberate investment by ProRail in, instructions by the competent authority or generic safety regulations required for the fitting out and organisation of railway yards involved in the handling of trains and wagons containing dangerous goods.
The available railway yards are selected to accommodate shunting processes near the start or end point of rail transport flows to/from potential shippers/recipients/processes of dangerous goods, as well as the necessary in transit shunting processes (locomotive exchange/direction change/stabling). The environmental checklist for timetabling purposes is published on the Logistics Portal of ProRail. This checklist provides an overview of all railway yards where it is legally permitted to date to shunt trains and wagons containing dangerous goods.
ProRail will handle requests from titleholders for the designation of other/supplementary railway yards in accordance with the procedures as described in Chapter 3.8.1.

The handling of trains with dangerous goods at railway yards is subject to environmental permits. Chapter 3.4.2.1 discusses the application procedure for an environmental permit pursuant to the Wabo Act (Environmental Law (General Conditions) Act).

Rules of procedure

► If railway undertakings collectively apply for more capacity than is locally permitted, the permit holder may, as part of the integral capacity management, opt to subject the capacity allocation to an individual applicant to specific restrictive conditions and regulations, in such a manner as to ensure that the total allocated capacity complies with the permit conditions. ◄

In order to comply with statutory obligations regarding external safety on railway yards, ProRail requires railway undertakings to provide supplements and corrections to the data collected by ProRail. Further details of this statement are given in Appendix 8.

Carriage of dangerous goods
Route sections on which the carriage of wagons containing dangerous goods is excluded or restricted due to local environmental risks are listed in Appendix 9.

The periodic report on external safety is further described in Appendix 8.

3.4.4 Railway tunnel user regulations and restrictions

User regulations
Railway tunnels are generally fitted with specific safety and evacuation facilities. These facilities and the accompanying emergency plans help persons to escape to safety in case of a disaster. The following tunnels are suitably equipped:

- Hemspoortunnel (Amsterdam Sloterdijk – Zaandam)
- Velserspoortunnel (Santpoort Noord – Beverwijk)
- Schipholspoortunnel (Hoofddorp – Amsterdam Riekerpolder Aansluiting)

- Spoortunnel Rijswijk (Den Haag Moerwijk – Delft)
- Willemsspoortunnel (Rotterdam Centraal – Rotterdam Zuid)
- Overkapping Barendrecht (Rotterdam Lombardijen – Zwijndrecht)
- Botlektunnel (Botlek - Pernis)
- Sophiatunnel (Kijfhoek Zuid - Papendrecht)
- Giessentunnel (Giessendam - Gorinchem)
- Pannerdensch Kanaal spoortunnel (Valburg - Duiven)
- Spoortunnel Zevenaar (Duiven - Zevenaar)
- Spoortunnel Best (Boxtel – Eindhoven Strijp-S)
- Groene Hart spoortunnel (Hoofddorp – Rotterdam)
- Spoortunnel Rotterdam-Noord (Hoofdddorp – Rotterdam)
- Oude Maas spoortunnel (Rotterdam – Hazeldonk)
- Dordtsche Kil spoortunnel (Rotterdam – Hazeldonk)
- Drontermeerspoortunnel (Dronten – Kampen Zuid)
- Spoortunnel Nijverdal (Raalte - Wierden)
- Spoortunnel Delft (Rijswijk – Delft Zuid)

User restriction
Specific tunnel related traffic & transport limitations are stated in Appendix 9.

3.4.5 Bridge opening times and restrictions

Railway bridges that are opened according to a fixed timetable or on call ('request scheme') to enable the passage of shipping are shown in Appendix 18. The opening times of bridges subject to a fixed timetable are laid down in the 2021 Timetable determined by the Minister[50] and subsequently published on the website of Rijkswaterstaat.

3.4.6 Restrictions due to platform safety

ProRail manages the transfer facilities at stations, including platforms. Due to the limited capacity of a platform in combination with expected passenger numbers, high risk situations can arise. The degree of risks associated with current use of platforms is mapped out using the Platform Safety Risk Model. The model is now ready. Its implementation is still under development. ProRail is discussing this with passenger transport operators, NS Stations and the Ministry of Infrastructure and Public Works. Based on the initial results of the risk model, ProRail has drawn up a list of points for attention with regard to the timetable design.

This list is included in the start document for the BHP process. For the purposes of management and development of the railway infrastructure in relation to the demand for capacity and with a view to transfer risks, ProRail takes ad hoc measurements of the transfer load at a number of stations with (potential) capacity bottlenecks. These measurements produce relevant information on the use of the existing local transfer capacity. Also, ProRail makes arrangements in the Access Agreement with railway undertakings about the provision of transport data by the railway undertaking (see Appendix 8, Section 2.6 and 2.7).

3.5 Reliability, availability and operational quality of the railway infrastructure

This chapter describes the quality of the railway infrastructure in terms of reliability, availability, maintainability, safety, health and the environment (RAMSHE), as it applies to the entire railway infrastructure managed by ProRail. See Chapter 4.5 for the procedures applicable to capacity allocation for scheduled work on or near the main railway network.

[50] Section 25 Railways Infrastructure Decree.

Reliability and availability
Availability concerns the level of availability of the track for train services. Availability is reduced by scheduled (i.e. maintenance work) and unscheduled (i.e. due to disruptions) possessions. The scheduled possessions are required for the proper performance of maintenance, repair and management works (including the necessary testing of infrastructure systems and safety organisation drills) as well as the construction or modification work on or near the main railway network. For this reason, rail sections often have to be closed to traffic.

Weather conditions can impact on the reliability and availability of the railway infrastructure. ProRail has determined parameters per weather facet (temperature, wind force, etc.) within which the nominal operational parameters of the railway infrastructure shall be available. In case of the over- or underrun of those parameters, ProRail can take preventive measures to reduce the risk of unsafe situations and/or damage to the railway infrastructure and to maintain the highest possible availability and reliability. These preventive measures can entail a restriction to the nominal operational parameters of the railway infrastructure (restrictions in speed/choice of route, etc.). The document 'Four Seasons Matrix' (available for consultation on the website of ProRail) states the weather conditions per facet, as well as the applicable parameters and resulting measures.

Maintainability
ProRail will to the best of its ability make use of opportunities to perform work on the infrastructure without causing hindrance to the users/rail traffic, giving due consideration to cost and safety conditions. ProRail will take this aspect into account in case of all changes to infrastructure.

Safety
Furthermore, ProRail applies strict control procedures with regard to the safety of rail traffic during operating procedures by traffic control and other management tasks, in order that ProRail can provide railway undertakings with a safe, usable and accessible workplace for the performance of their rail traffic activities.

ProRail strives, where necessary in consultation with railway undertakings, to eliminate avoidable risks in the use of the railway infrastructure (including the use of level crossings). ProRail screens off the main railway network, including railway yards, on the basis of a location-specific risk analysis. The confidentiality of data and the obligation to take appropriate measures to protect data from information systems are included in Article 6 of the General Terms & Conditions.

ProRail monitors the safety of level crossings, both in terms of the running of rail traffic in general and of intersecting traffic in particular, in order to prevent a safety hazard.
ProRail, in consultation with the (road) manager involved, seeks infrastructural solutions for the running of intersecting traffic.
Any increasing risks in rail traffic will be compensated by mitigating logistics measures, combined with infrastructural measures where necessary. In doing so, ProRail follows the following developments:

- Pattern-based expansion of frequencies in passenger transport (also in off-peak hours).
- Structural changes to the time slot of a passenger train (series).
- Taking into use of new stops.
- Structural changes to stops (short stop instead of arrival/departure or vice versa).
- Structural new or rerouted freight trains.

With a view to improving the safety level, ProRail also closely analyses all safety incident reports and their handling.

The safety ambitions of ProRail are in line with the third framework memorandum with the title 'Safe transport, safe working, safe living with rail´.

ProRail controls the specific environmental risks attached to the transport of dangerous goods by maintaining an operational organisation that can respond effectively to incidents involving dangerous goods. In as far as ProRail is obliged by public authorities to take measures to control the risks attached to the transport or handling of shipments of dangerous goods (e.g., volume control), ProRail will perform such measures, if necessary also via the Access Agreements with railway undertakings.

ProRail organises, as part of its management task under the concession, drills to keep the preparedness for dealing with incidents at a high level. Insofar as such drills impose a burden on the

capacity of the railways, the required capacity will be requested through the regular capacity allocation procedures.

In consultation with the public authorities and the railway undertakings, ProRail will contribute towards actions aimed at controlling and improving the social safety at stations. The contribution of ProRail entails:

- Security services: on the basis of safety agreements (covenants concluded with local authorities), ProRail contributes to the promotion of social safety at and around stations.
- Opening/closing of stations: the opening and closing of waiting rooms and (parts of) stations in periods that those stations are not used for train services, with the purpose of preventing vandalism.
- Camera-supported supervision: with the purpose of raising the sense of safety of passengers and staff working at the station, as well as having a preventive effect on target groups (vandals, loiterers, junkies, homeless persons), reducing the damage caused by vandalism and increasing the chance of apprehending offenders.
- Technical modifications: necessary modifications as a result of changed circumstances at stations (relocation of cameras, adjustment of lighting, etc.), as well as analyses/surveys/audits geared to social safety.

Health
Under the terms of the applicable Occupational Health & Safety legislation, ProRail provides a healthy working environment both for its own employees and for the personnel of railway undertakings and their auxiliary staff working on the railway infrastructure.

Environment
ProRail organises the operational processes in such a manner that hindrance and contamination are controlled and reduced, in accordance with the relevant statutory provisions. To the extent that the relevant environmental protection legislation does not pertain directly to the railway undertakings that use the main railway network managed by ProRail, ProRail will by means of the Access Agreement stipulate that the railway undertakings make an adequate contribution towards ensuring the envisaged level of environmental protection.

3.6 Service facilities

A service facility concerns the installation, including site, building and equipment, which is fitted out in full or part in particular for the provision of one or more services as stated in Chapters 5.3, 5.4 and 5.5.

3.6.1 Passenger stations

ProRail further elaborates the transfer service facility as being the use of:

- platforms
- tunnels leading to the platforms
- walkways
- escalators/stairs
- ramps
- lifts
- the pedestrian routes between the public road and platform for passengers who arrive or depart on foot

including the available:

- signposting
- cameras for security purposes
- lighting
- clocks
- PA systems
- waiting facilities
- travel information facilities (frames, screens)
- service facilities (frames)

- location for ticket dispensing machines and check-in check-out posts
- location for access control facilities (gates)
- location for information counter

to enable the transfer of passengers, both from outside the station to the trains, and vice versa, as well as between trains.

For the use of the transfer service facility, see Chapter 5.3.1.1.

Detailed information about the transfer (service) facility is available on a joint website of NS Stations and ProRail. To acquire information that is not yet available on the website, send an email to contact@stations.nl.

An optimal stop is provided by a passenger platform with the following characteristics:

ProRail has started an 'Adjust platform height accessibility (P76)' programme aimed at bringing all platforms in the Netherlands to the standard height (based on European regulations and national agreements regarding rail accessibility). Ever more platforms now meet this standard, but there are also platforms that are not yet adjusted. For information about which platforms have been adjusted and information about known current platform heights, consult the Infrastructure Register (RINF) of ProRail.

- An adjusted platform meets the following standards:
  - The platform height is at 760mm +top of rail, with a tolerance in the management phase of -35/+30mm.
  - The nominal distance from the edge of the platform to the centre of the track is 1700mm, with a tolerance in the management phase of -50/+35mm.
- The following applies to platforms that have not yet been adjusted:
  - In practice, platform heights may range from a minimum of 500mm to a maximum of 1000mm +top of rail.
  - Situations exist where the distance from the edge of the platform to the centre of the track ranges from a minimum of 1650mm to a maximum of 1900mm.
- The gradient of the platform does not, in principle, exceed 2.5‰ (1:400). It may, in incidental cases, rise to a maximum of 12‰ owing to spatial restrictions.
- In case of horizontal curves at platforms, ProRail applies a horizontal curve radius that generally is not smaller than R=1000m. Curve radii smaller than 250m occur in incidental cases owing to spatial restrictions.
- In case of vertical curves at platforms, ProRail applies a vertical curve radius that generally is larger than R=15,000m. Curve radii up to R = 2500m may occur owing to spatial restrictions.
- Higher passing speeds than 160 km per hour are not permitted along passenger platforms.
- A general list of effective platform lengths is provided in Appendix 19 'Platform length', a detailed statement of effective platform length per station, per platform track and per direction of traffic is available for consultation on the joint website of NS Stations and ProRail or the Logistics Portal of ProRail.

Accessibility Programme

The Accessibility Programme comprises measures required to improve the accessibility of rail transport for passengers with a physical disability. The measures are aimed at the accessibility of existing stations. The standards are derived from existing regulations and documents such as the Building Decree, the Memorandum Basic Station 2005 and the TSI PRM 2008.

In case of newbuild and redevelopment of stations, ProRail applies the standards and guidelines regarding accessibility and capacity of transfer spaces as stated in the Memorandum Basic Station 2005 and the TSI PRM 2015.

Access control facilities

Railway undertakings have at various stations regulated access by means of access control facilities. The website of NS provides an up-to-date list of the stations fitted with access control facilities by railway undertakings. Information is also provided:

- On which stations/platforms and from which date the access control facilities are activated.
- The measures that have been taken by the railway undertaking to enable passengers and/or service personnel of other railway undertakings to pass the access control facilities.

Regulations to be agreed upon

► ProRail will in the Access Agreement with the railway undertakings that wish to regulate the access to stations by means of access control facilities, conclude agreements on the provision of information and the measures that shall be taken to enable passengers and/or service personnel of other railway undertakings to pass the access control facilities. ◄

3.6.2 Freight terminals

ProRail does not provide specialised transhipment facilities, such as (container) terminals, for freight transport. Except for the freight terminals listed in Appendix 20, which are available for the transfer of goods from a lorry to a train or vice versa. This service is described in more detail in Section 5.3.1.2.

3.6.3 Railway yards

Railway undertakings can at a large number of railway yards perform shunting operations, making use of level railway infrastructure (rails, points, operational points). The tracks intended for shunting may be equipped with walkways and lighting managed by ProRail. The railway yards can also be used for stabling if necessary. ProRail screens off railway yards on the basis of a location-specific risk analysis.

Only the Kijfhoek railway yard is provided with specific facilities, namely a shunting hump, rail brakes and a hump control system. These facilities and their use are described in Chapter 5.3.1.3.

3.6.4 Stabling yards

The tracks intended for stabling may be equipped with walkways managed by ProRail, lighting and facilities for rolling stock upkeep. These facilities and their use are described in Chapter 5.3.

Information on the presence of facilities at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal of ProRail.

Information available on request

- Road traffic accessibility.

3.6.5 Maintenance facilities

A number of railway yards managed by ProRail are equipped with facilities for the maintenance and repair of railway vehicles. These facilities are managed by specialised overhaul and maintenance firms.

Regulations to be agreed upon

► ProRail has laid down further provisions regarding the performance of emergency repairs to railway vehicles on the main railway infrastructure in Section 3.4 of Appendix 6 Operational Conditions and wants to include these in the Access Agreement. The details, procedure and tracks on which emergency repair of railway vehicles shall be carried out can be found on the Logistics Portal of ProRail. ◄

3.6.6 Other technical facilities

ProRail has with a view to realising unhindered use of the railway infrastructure installed monitoring systems at selected locations. Those systems include:

- Hotbox systems that measure the temperature of wheels and axle boxes of passing railway vehicles and signal deviating values on the basis of the following threshold values:
  - of the axle box 90°C (warm signal) and 115°C (hot signal)
  - of the wheel 290°C (warm signal) and 375°C (hot signal)

  Warm signals apply only to the Betuweroute.
- QuoVadis measuring systems that measures the forces exercised by a passing wheel on the rail and signals deviating values, subject to the following threshold values:
  - 700 kN dynamic peak force

- 30 tons axle load
- 2.33 ratio skew load

If the stated threshold value is exceeded, the train dispatcher will inform the driver of the train, after which the train will in mutual consultation be brought to a standstill at a point ultimately determined by the railway undertaking. The objective is to stop the train in a straight line to limit lateral forces on the wheels and axles. The train dispatcher will consult with the driver on how to check the axle boxes/wheels in a safe manner.

Hotbox and QuoVadis measuring systems are not safety systems but risk-reducing systems for safe rail traffic. This means that a route section is not immediately taken out of service for rail traffic if such a system no longer functions (the systems only have signalling functions in respect of certain values measured by these systems). The use of these systems does not make it possible to establish with 100% certainty that the deviating values as referred to above actually occur. Responsibility for the soundness and safety of wheels and axle boxes and for not exceeding permitted axle loads and loading wagons correctly remains, of course, with the railway undertakings. These risk-reducing systems do not affect the allocation of liability between the manager and the railway undertakings with regard to the soundness and correct use of rolling stock by the railway undertakings.

ProRail offers a service whereby railway undertakings can receive data or customised reports from the systems. This is described in Chapter 5.5.2.12. A statement of registered high values is delivered as standard.

3.6.7 Sea and inland port facilities

ProRail does not provide sea and inland port facilities.

3.6.8 Assistance and support facilities

ProRail has a response organisation. Services in this context are described in Chapter, 5.2.1 point n and Chapter 6.3.1.1.

3.6.9 Refuelling

ProRail offers refuelling facilities at a number of locations for the delivery of diesel to traction vehicles. The refuelling facilities are available in three configurations:

- Equipped (exclusively) for refuelling by means of the delivery unit that forms part of the refuelling facility.
- Equipped for refuelling by means of the delivery unit that forms part of the refuelling facility, and for refuelling from a mobile tanker ('mobile refuelling').
- Equipped (exclusively) for refuelling from a mobile tanker ('mobile refuelling').

The locations of the refuelling facilities are shown in Appendix 21.
The Refuelling service facility is further described in Chapter 5.3.1.9.

Regulations to be agreed upon

► The contractual conditions for use of the refuelling facilities are agreed upon in the Access Agreement for the ‘Refuelling facilities’ service. ◄

3.7 Rail-related services and service facilities provided by third parties

Article 5 of Implementing Regulation 2017/2177[51] requires the publication of a description of the rail-related services and service facility offered. In cooperation with the regulatory bodies, the rail sector has developed a model that can be used by facility operators to draw up the description of the

[51] Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services

service/facility. This model can be found on the website of RNE and is also available on the website of ProRail.

Information on the themes/elements shown should be explained, if applicable. Service operators are required to share the hyperlink of the information they make available with ProRail via netverklaring@prorail.nl. The reference to the information as well as a list of the operators known to ProRail is then included in the Network Statement and placed on the website of ProRail.

3.8 Infrastructure development

3.8.1 Process of function changes

The railway infrastructure and supplementary facilities are constantly under development, also to meet the needs of railway undertakings and other titleholders. This development leads to function changes, whereby the railway infrastructure and supplementary facilities may be expanded, adjusted or cancelled.

Function changes can be initiated in various manners.

- A capacity allocation process may, for example, lead to a congestion statement (see Chapter 4.4.3). Such a capacity bottleneck may be of an infrastructural nature or result from the provisions of the applicable environmental rules and regulations. In that case, ProRail will by means of a capacity analysis and capacity enhancement plan determine measures aimed at increasing the capacity, including a schedule for the performance of such measures.[52] Possible measures are process adjustment, infrastructural measures or environmental measures. The capacity enhancement plan is drawn up in consultation with the users of the congested railway infrastructure. ProRail uses a multi-criteria analysis (MCA) to determine and prioritise the most cost-effective measures.
- It is also possible that the railway infrastructure could face problems of insufficient capacity in the near future. In that case, a congestion statement will be issued, following which the appropriate measures will be determined with the aid of the capacity analysis process and the aforementioned capacity-enhancement plan.
- Railway undertakings may in terms of their activities and business operations (e.g., the running of trains, stabling, cleaning, inspection, loading and unloading) experience a need to change the existing service package in terms of railway infrastructure or facilities. This need can be expressed as a client request via account management, after which ProRail can offer a suitable solution in consultation with the client. If the solution is not available within the current service package, a customised solution may be developed in consultation with the client.
- A client request for a change of function at railway yards may imply a modification or expansion of railway yard facilities (as stated in Chapter 5.3.1.6). Such client requests shall be submitted to ProRail. Client requests may require an application/amendment of an environmental permit. ProRail determines how such a request is met, and who must pay the costs of this change of function.
- Changing legislation and regulations, consolidation requests and product policy can lead to the development of railway infrastructure and supplementary facilities.

External developments
Usability of the railway infrastructure is also partly determined by conditions beyond the realm of ProRail's responsibilities. ProRail has in this Network Statement incorporated the latest conditions applicable at the time of going to press.

It is not inconceivable that further external developments may occur during the period of validity of this Network Statement, which may affect the usability of the railway infrastructure. ProRail is prepared to discuss the possibilities of anticipating such developments with the railway undertakings.

[52] See Section 7(2) Railways Capacity Allocation Decree.

3.8.2 Planning schedule of function changes

ProRail executes projects to modify the functionality of the railway infrastructure. The following elements are included in Appendix 10:

a) A list of the function changes that are expected to become available for use in the period up to and including 2025. This list indicates changes relating to both the scale and functionality of the network. Information on the list is subject to change. The statement of infrastructure commissioning dates is regularly updated. The most recent version is available on the Logistics Portal of ProRail. Publication of an updated version is not regarded as a supplement to the Network Statement as referred to in Chapter 1.6.2 of the Network Statement.
b) A list of studies by ProRail into railway infrastructural changes that are necessary to accommodate traffic development in the medium term (2019-2024).
c) An overview of the manner of performance of earlier capacity-enhancement plans in line with Section 7(2) Railways Capacity Allocation Decree.

4 Capacity allocation

4.1 Introduction

In this chapter, ProRail describes the procedures, rules and schedules drawn up with a view to realising an organised and fair capacity allocation and traffic control process. Decisions of competent authorities or court rulings may give rise to changes in these procedures, rules and timetables following the publication of the Network Statement. In that case, a supplement to this Network Statement will be published.

4.2 Process description train path capacity allocation

4.2.1 Parties involved

The Railways Act, the Railway Capacity Allocation Decree and the Implementation Decision Directive 2012/34/EU establishing a single European railway area provide a more detailed elaboration of the regulations of Directive 2012/34/EU to distribute capacity in a fair, transparent and non-discriminatory manner. The allocated capacity is agreed between the titleholders and ProRail, in accordance with Section 59 Railways Act.

All parties meeting the conditions as described in Chapter 2.2.1 can apply for capacity for the 2021 Timetable. Applicants for capacity for the 2021 Timetable agree to the procedures, regulations and schedules for handling all capacity requests contained in this Network Statement. Applicants agree that ProRail will inform the other applicants of the requested capacity and the identity of the applicants involved in a conflicting request for traffic capacity. This information shall be treated confidentially by the parties concerned.

4.2.2 Process in general

Three types of processes can be distinguished:

1. *Preparation phase timetabling process*
   In this phase, titleholders have the opportunity to sit down with each other and ProRail in order to agree on the capacity requests to be submitted for train paths for the timetabling process. During this phase, pre-arranged train paths (PAPs) on international freight corridors are also published definitively (x-11 months before the start of the timetable).

2. *Timetabling process*
   During the timetabling process, the requests for train paths submitted by the titleholders and the weekly withdrawals for management are processed into a normal timetable of 7 traffic days of 24 hours each in a standard week.

   Wherever requests by titleholders and/or the weekly withdrawals complete with one another, scheduling and coordination take place.
   Besides the standard week, the annual timetable also comprises a specification of deviations from the standard week, e.g., as a result of incidental withdrawals.

   Normal timetable means the timetable at the level of recurring paths as defined in Section 4(2) in conjunction with Section 1 Railway Capacity Allocation Decree. By recurring paths, ProRail means a path that is requested at least eight consecutive weeks at the same time per traffic day (calendar day). Extra trains for events and incidental trains must therefore be requested in the ad hoc phase.

   The annual timetable is recorded in a capacity allocation document, possibly including appendices and/or references to Donna files, indicating the capacity allocated to the applicants. This document will form part of the Access Agreement to be concluded. The titleholder then acquires

the user right to the capacity assigned to the titleholder under the terms of the capacity allocation report. Once allocated, capacity cannot be transferred to another titleholder, with the exception of cases involving titleholders (not being railway undertakings) who have concluded a Capacity Agreement with ProRail. These titleholders must leave the actual use of the capacity to a railway undertaking designated by them with which ProRail has concluded an Access Agreement (see Chapter 2.3.2).

3. *Allocation in the ad hoc phase*
   The ad hoc phase concerns supplements or changes to the agreed timetable, on the basis of the 'first come first served' principle.

4.2.3 Submitting requests for train paths

A request for both the annual timetabling process and the ad hoc phase can be submitted:

- by means of a timetable designed via the Donna application (see Chapter 5.2.1 and Appendix 23, Section 6);
- via the PCS application for international capacity requests (see Chapter 1.10.2 and Appendix 23 Section 7). Use of the PCS application is compulsory when requesting Pre-Arranged Paths from the Corridor One-Stop-Shops;
- with the ORMAS Portal application (see Chapter 5.2.1 and Section 10 of Appendix 23);
- or with an own application via the Common Interface based on TAF/TAP TSI specifications;
- or another form to be agreed if the railway infrastructure is not provided with a system supporting traffic control.

Upon receipt, the requests are checked for the presence of the required data. If necessary, the applicant will be given the opportunity to amend and/or supplement the application within a specified time limit.

For international requests, a transport operator must apply for a train number via DB Netze or Infrabel and state this train number in the request.

If a titleholder chooses, in case of an international request, to submit separate requests for the entire train to the various infrastructure managers (thus without using the PCS application), it is responsible for the coordination of these separate requests with regard to the border time and traffic days.

4.2.4 TTR pilot project

During the 2021 Timetable, a pilot will be carried out to test the results of the project 'Redesign of the international timetabling process' (TTR) on the following line:

Rotterdam – Kijfhoek – Dordrecht – Roosendaal – Essen – Antwerp.

The Logistics Portal of ProRail (‘Memo TvV pilot TTR in 2020 Timetable’) contains more information about the capacity reserved as 'Safeguarded Capacity for Rolling Planning' requests on this line.

To ensure sufficient time for drawing up a good quality offer, capacity requests for Rolling Planning can be submitted at the earliest 4 months before the first day of operation and at the latest 1 month before the first day of operation. Capacity requests shall, however, comply with the published characteristics of the train paths. After expiry of the above deadlines, any unused reserved capacity will be added to the remaining capacity.

In the case of capacity requests for Rolling Planning, ProRail will prepare the offer (draft proposal) as soon as possible or at the latest within 4 weeks.

More information about the TTR project and the method/systems for submitting a capacity request can be found on the website of RailNetEurope.

4.3 Schedule for requests and train path allocation process

4.3.1 Schedule for the timetabling preparation phase

Titleholders can consult with ProRail before submitting a request, in particular if the request has a pattern-like repetitive character.

ProRail will facilitate and manage the joint consultation between titleholders with a view to coordinating their requests. The aim is to complete this process in general terms mid x-12 months prior to the start date of the timetable. Results and small optimisations are processed up to x-8 months (closing date for timetabling requests).

4.3.2 Schedule for the timetabling process

Prior to the start of the 2021 Timetable, the specific working method for the 2021 Timetable is explained via the Allocation Table.

Table 4.1 Schedule of the timetabling process, see also the website of RailNetEurope

Activity	Date
Submitting requests	
a. Donna file open for requests	yet to be determined via the Allocation Table
b. closing date for timetable requests for train paths (national & international) and determination of required capacity for weekly withdrawals	14/04/20
c. Intake requests	from 15 to 25/04/20
Scheduling and coordination	
d. Start of scheduling and coordination	15/04/20
e. RNE Technical Meeting	from 15 to 18/06/20
Consultation on draft timetable	
f. Draft timetable ready for consultation	06/07/20
g. closing date consultation reactions	07/08/20
Determining the capacity allocation	
h. determining the capacity allocation	24/08/20

4.3.3 Schedule for the ad-hoc phase

Requests for individual train paths in the ad hoc phase are subject to a response time of five working days[53]. For multiple requests (requests for multiple train paths that are logistically linked), a specific response time is notified within 5 working days.

A special category of ad hoc requests are requests received after the closing date for timetabling (the so-called Late Requests), but before the timetable has been definitively allocated (24 August 2020). This category of requests will be processed in order of receipt after 24 August 2020. This also applies to the ad hoc requests that arrive after the final allocation but before the closing of the first change sheet (19 October 2020). The processing of these requests must be completed by the closing the first change sheet (19 October 2020). From 20 October 2020, the regular response times as mentioned above will apply.

Requests for new international train paths can be made up to four hours before performance. For new domestic train paths, these requests can be made up to one hour before performance. This does not apply to existing trains that are delayed or that need to be given a different time slot as a result of incidents.

[53] In accordance with Section 5(2) Railway Capacity Allocation Decree.

4.4 Capacity allocation process for train paths

Chapter 4.2 contains an overview of the processes involved in the (preparation of) capacity allocation. A further description is provided below.

The following general principles apply to the timetabling and ad hoc phase processes, in addition to and in addition to relevant legislation and regulations:

a. The peak period as referred to in the Railway Capacity Allocation Decree is defined in the allocation process as: from 6.30 to 9.00 hrs and from 16.00 to 18.30 hrs.
b. When allocating capacity, ProRail not only takes physical capacity into account, but also assesses whether the request is in line with the prevailing standards in the areas of noise, bridge openings, rail safety and transfer safety. The outcome of these tests could have implications for both capacity allocation (reduced or subject to conditions) and already acquired capacity rights (instructions given or withdrawn). The standards for noise and external safety are based on statutory provisions. Rail safety standards are derived from:
   - Changes in the capacity allocation in relation to the preceding year may not lead to an unsafe situation. A timetable risk analysis is carried out, including of the deviations from the planning standards.
   - Analysis of safety incidents in accordance with the Safety Management System, as well as the resolving of any shortcomings indicated by the Transport Inspectorate and/or Study Council.
   - Analysis of transfer safety based on methodology and factors in the platform safety risk model, including the overarching policy framework for platform safety.
c. ProRail allocates capacity at the level of train paths between arrival and departure stations, including tracks on the arrival and departure stations. The exact route between arrival and departure station at track level does not form part of the capacity allocation.
d. The planning standards as included in the Logistics Portal of ProRail are the starting point for drawing up a timetable. The standards apply to all phases of capacity allocation.

   ProRail can at own initiative or the request of one of more titleholders deviate from the planning standard to a lower value, under the conditions below.
   - It serves a purpose: better compliance with market requirements and/or improved utilisation.
   - Any resulting delay is quickly remedied: the buffer shortfall is compensated by tolerance in the following process (running, stopping, succession, transfer or reversing).
   - A workable handling strategy is available: check for undesired/spontaneous sequence changes at crossover traffic, preferably no structural need for manual intervention by traffic control.
   - In the event of deviations below the technical minimum, a safety assessment has been made with a positive result, which has been established by ProRail.

4.4.1 Further description of the processes

4.4.1.1 Preparation phase timetabling process

The preparation for the timetabling process consists of two steps:

1. The Medium-Term (MLT) process, ends at x-24 months.
2. Preparation of timetabling process, ends at x-8 months

The main objective of this preparatory phase is to bring consistency to the logistics development, including the necessary adjustments to the railway infrastructure, from seven years before performance up to and including the formal process of capacity allocation. ProRail regularly invites titleholders to participate in this preparatory phase, with an attempt to coordinate the timetable requests in advance. The actual and formal allocation then takes place during the timetabling process.

MLT process

The objective of the MLT process is to make reliable agreements within the rail sector with regard to logistics product steps. To this end, all logistics product steps are bundled for two to seven years in advance. It is being studied whether these product steps fit in with the existing railway infrastructure and environment. Where asset adjustments are necessary and the necessary financing has been made available, these asset adjustments are (timely) realised.

In the MLT process, the following steps are taken:

- All transport questions - questions from transport operators and the environment with a logistics component - are tested for hardness and future suitability.
- These transport requirements are bundled into logistics product steps.
- ProRail tests whether the logistics product steps fit on the railway infrastructure (traction and energy supply, safety, track stability, railway safety, transfer capacity and safety) and in the environment (noise, level crossing safety and environmental permits).
- It is determined for which product steps a modification of the infrastructure or adjustments to environmental permits is required.
- Where necessary, the desired product steps are discussed with the Ministry and prioritised.

Preparation of the timetabling process (formerly the BUP process)
The results of the MLT process serve as input for this phase. In addition to the MLT process, it is possible in this preparatory process to study modifications to the timetable that arise from practical experience or from the optimisation wishes of transport operators. This is based on the principle that changes that require adjustments to the railway infrastructure can no longer be made. Furthermore, this process focuses more on quality tests, including simulation, in which results can also be returned to the MLT process.If no agreement can be reached on the timetable requests, this will be determined as 'agree to disagree'.

Offer of pre-arranged train paths
In preparation of the capacity allocation process, the infrastructure managers in Europe cooperating in the international rail freight corridors present a programme of pre-arranged paths.

The pre-arranged paths created during this phase are published on the website of the corridor organisation for which the pre-arranged paths are intended. This publication takes place in January 2020, after which the pre-arranged paths are treated as determined within the context of the further allocation process.

Process rules for the allocation of predetermined train paths on the international rail freight corridors are described in Book 4 of the Corridor Information Document (see Chapter 1.9) of the rail freight corridors. The document 'Decision of the Executive Board of the Rail Freight Corridor adopting the Framework for capacity allocation' is available for consultation on the websites of the various freight corridors:

- Corridor Rhine – Alpine
- Corridor North Sea – Mediterrenean
- RFC North - Sea Baltic

It is also possible to check via these sites what the process rules are for the ad hoc phase with regard to the reserved capacity for the Rail Freight Corridors.

4.4.1.2 Timetabling process

The scheduling and coordination phase involves the integration of all requests into a single timetable. ProRail draws up a draft timetable in which the results of the scheduling and coordination up to that point have been included and offers it for consultation on 6 July 2020.

The standard freight path is determined for freight transport and further detailed in Appendix 22 ‘Standard freight paths’. These standard paths play a role when applying prioritisation as prescribed by the Railway Capacity Allocation Decree.

ProRail seeks harmonisation with other infrastructure managers in Europe during the scheduling and coordination process. This is further detailed in the RNE document “RNE Process Handbook for

International Path Allocation for Infrastructure Managers", available for consultation on the website of RailNetEurope. ProRail also coordinates requests for the Havenspoorlijn with the connected terminals.

Reserved capacity
Based on realisation figures, anticipated developments and desired flexibility, ProRail estimates the expected request for freight transport and private passenger transport. This estimate also accommodates the necessary capacity for ad hoc requests in accordance with Section 13(3) Railway Capacity Allocation Decree. ProRail translates this estimate into numbers of freight paths per route section required specifically for freight transport during the timetabling and ad-hoc phase. The capacity resulting from the timetabling remains reserved for the intended use up to 1 day before performance. If it appears that the reserved capacity for freight trains has not yet been used one day before performance, this capacity can also be used by ProRail for other market segments.

Scheduling
During scheduling, ProRail identifies the situations in which requests compete with each other and/or with the capacity required for pattern-based work in weekly withdrawals.

Coordination
Coordination is started for those cases in which competing requests are ascertained. As the first step in this coordination process, ProRail can within reason make changes to the original request with a view to optimising the use of the network capacity and honouring as many requests as possible. ProRail applies the following principles:

- General:
  - Rail deviations, with retention of function
- Specifically for passenger trains:
  - Deviations in time of up to three minutes and not leading to the deployment of additional rolling stock and/or personnel.
- Specifically for freight trains:
  - The cancellation or relocation of stops, unless the transport operator has indicated in its request to have a commercial or logistics interest in a stop.
  - Freight trains can be programmed by ProRail in the pattern paths included in the request file.
  - On the Betuweroute: deviations in time minus 10 minutes to plus 20 minutes and not leading to the deployment of extra rolling stock and/or personnel.
  - The adjustment of timetable speeds if the train with the same locomotive/wagon combination can also achieve that speed on another part of the route section, and the railway infrastructure can accommodate such.

These principles are subject to the following preconditions:

- no connections may be broken,
- no earlier departure of passenger trains,
- border times are not adjusted,
- no stops are added,
- no stops are passed by passenger trains,
- train characteristics are not adjusted.

If no solution for competitive requests is found within the guidelines, coordination will take place with the applicants involved. In the event of competing requests, the parties concerned shall endeavour to reach a solution. In case of requests by titleholders that compete with one another, ProRail can attempt to reach agreement by raising the user charge.[54] The surcharge will be calculated in accordance with Chapter 6.1 'Surcharge for scarce capacity'.

The coordination procedures are subject to the process rules below.

[54] In accordance with Section 7(1) Railways Capacity Allocation Decree.

1 Scheduling and coordination consultation with the authorised parties for the timetabling process takes place at the Allocation Table.
2 The identified competitive situation is communicated to all applicants involved.[55]
3 The applicants involved are invited for further consultation on the situation, possibly on the basis of a coordination proposal from ProRail.
4 All applicants involved are invited to submit proposals for solution.
5 Solutions must fit within the usability of the railway infrastructure, taking into consideration planning standards, local particulars and user restrictions such as noise, rail safety and transfer safety.
6 The objective is to find solutions in which (taking process rule 5 into account) the capacity request is granted as much as possible, the commercial and operational relationship within the requested capacity is disrupted as little as possible, and the economic consequences of deviations from the requested capacity are as limited as possible. The statutory priority rules are not applied in seeking solutions.
7 The border-crossing times agreed upon with the context of RNE are maintained. If a deviation is necessary, a new border time is agreed with the infrastructure manager concerned and offered to the transport operator.
8 The proposals presented by ProRail are compatible with the timetable measures as included in capacity enhancement plans.
9 The degree in which an applicant has used train paths in preceding years is not taken into account.

If the applicants involved and/or ProRail are unable to reach agreement, ProRail will determine the allocation in accordance with applicable laws and regulations[56]. If the priority rules are insufficiently distinctive, the following rules apply, stated in order of priority:

a. 'Transport takes precedence over traffic.' This means that trains intended for the commercial transport of passengers or freight have priority over trains (passengers or freight) that are not commercial transport.
b. On the route Meteren Aansluiting – Zevenaar Grens (return), freight trains with their final destination or first origin in the area bounded by the stations Emmerich – Voerde – Oberhausen – Bottrop – Gladbeck – Gelsenkirchen – Herne – Duisburg – Rheinhausen take precedence over freight trains with another origin or destination. Freight trains with a shorter distance between Zevenaar border and the origin or destination in this area (return) take precedence over freight trains with a longer distance, insofar as appropriate, within the possibilities offered by DB Netz.
c. On the centrally controlled area of Venlo railway yard, freight trains with onward travelling locomotive or that change direction there take precedence over freight trains changing locomotives on the route Eindhoven – Venlo Grens (return).
d. On the route Meteren Aansluiting – Zevenaar Grens (return), freight trains that experience a length or tonnage restriction in case of rerouting take precedence over freight trains that would not experience those restrictions.
e. The highest possible utilisation (transport/ traffic) is accommodated within given environmental capacity limits (noise and risk).

4.4.1.3 Allocation in the ad hoc phase

The First Come First Serve principle applies in the ad hoc phase. The time stamp of the request made, regardless of the request method used, is leading. Requests that fit without conflict within the already allocated capacity can be allocated by ProRail. Requests that cannot be fitted within the already allocated capacity without conflict can only be accepted if holders of already allocated capacity allow changes so that a new request can be fitted in without conflict. ProRail may be asked to mediate in conflicts but has no means of enforcing the changes required to accept a new request. ProRail will communicate within the periods specified in Chapter 4.3 whether a new request can be fitted in. Circumstances (e.g., changes to the railway infrastructure) may cause capacity rights that are allocated to two titleholders to later become competitive. In that case the capacity will be reallocated

55 If further substantiation/data is requested for the coordination process, these data may be considered as confidential by the applicant concerned.
56 In accordance with Sections 8 to 13 Railway Capacity Allocation Decree.

under the management of ProRail, according to the reallocation procedure. The 'Capacity reallocation procedure' is available on the Logistics Portal of ProRail.

4.4.2 Dispute resolution

Coordination involves technical consultation between experts. Experts can have a difference of opinion resulting in a deadlock in case of a conflict. In order to maintain progress in the capacity allocation process, use is made of a dispute resolution scheme that produces a decision within 10 working days.

An applicant or ProRail can initiate the dispute resolution process during the annual timetable coordination phase up to 10 working days before determining of the capacity allocation for the annual timetable. A titleholder can also invoke the dispute resolution regulations if it feels prejudiced by the manner in which ProRail, in determining the capacity allocation, has deviated from the draft timetable presented by ProRail on an earlier occasion; in such a case, the titleholder shall invoke the dispute resolution regulations within 5 working days of determination of the capacity allocation by ProRail.

The dispute resolution procedure prescribes a meeting whereby the stakeholders will be offered a fair hearing with the objective of resolving the conflict. If no solution is achieved, the chairman will pronounce his decision - to the Allocation Table - within 10 working days of the dispute being submitted. This decision then serves as the point of departure for further coordination. In case of a conflict between a request by a titleholder and the required capacity for scheduled work on or near the main railway network, weekly withdrawals or the reserved paths of the ad hoc estimate, the dispute will be handled by a chairman independent of ProRail, who will be appointed by ProRail with the approval of the titleholders. Handling of the dispute will in that case produce an advice from which ProRail may only for good reasons deviate in its capacity allocation. ProRail will communicate these reasons to the titleholders involved.

4.4.3 Congested railway infrastructure

Capacity bottlenecks can be signalled during the timetabling process or following a forecast of capacity requests for the near future. Bottlenecks may concern physical or other limitations (including noise and rail safety) of the capacity. This could lead to ProRail declaring parts of the infrastructure congested.[57] Following a congestion statement, ProRail will perform a capacity analysis[58] within 6 months. Within 6 months of completion of the capacity analysis, ProRail will draw up a capacity-enhancement plan[59] in consultation with the titleholders involved. Using a cost-benefit analysis, ProRail will establish the most cost-effective solution for the capacity-enhancement plan. Solutions can take the form of changes in either the infrastructure or the timetable.

4.4.4 Application of framework agreements

No framework agreement applies to the 2021 Timetable.

4.4.5 Support systems

The support systems used in (the preparation of) capacity allocation are stated in Chapter 5.2.1 and Appendix 23 of this Network Statement.

57 The congestion statement is available for consultation on the website of ProRail.
58 Available for consultation on the website of ProRail.
59 Available for consultation on the website of ProRail.

4.5 Temporary capacity restrictions

A temporary capacity restriction for traffic concerns a possession but can also be a temporary limitation on the speed, axle load, train length, traction, infrastructure to be used and the vehicle gauge. This last group of restrictions need not necessarily have been caused by work; ProRail is responsible for solving this restriction.

ProRail distinguishes two types of temporary capacity restrictions for work on or near the railway infrastructure:

1. Pattern-based temporary capacity restrictions[60] for cyclical maintenance and inspection purposes.
2. Incidental temporary capacity restrictions[61] for:
   a. Replacement and/or renewal projects such as superstructure renewal, including the trains required.
   b. Function expansion projects, including the trains required.
   c. Works for third parties, e.g. when making changes to railway crossings.
   d. Management work, including system tests and safety drills.

4.5.1 General Terms & Conditions

a) ProRail works with titleholders to achieve a transparent and efficient allocation process that takes into account the operational interests of all parties involved in the use and maintenance of the railway infrastructure.

b) Since the determination and publication of temporary capacity restrictions takes place over a period of several years, titleholders are consulted if they have an access or capacity agreement with ProRail at that time. New titleholders shall indicate whether they wish to be involved in the allocation process of temporary capacity restrictions. Capacity restrictions already established are a given for these new titleholders.

c) When considering the various implementation variants, ProRail takes into account its own costs and the operational and commercial consequences for titleholders, including the continuity of business processes at railway yards (for freight processes and rolling stock service and maintenance), and the consequence that the choice can lead to a different manner of transport.

d) The determination of the location of temporary capacity restrictions with consequences for international rail traffic is the subject of coordination between ProRail and neighbouring infrastructure managers. The infrastructure managers involved in this process endeavour to determine the location of temporary capacity restrictions in such a way that the nuisance to international rail traffic is limited as much as possible.

4.5.2 Pattern-based temporary capacity restrictions

The required capacity for pattern-based temporary capacity restrictions and weekly withdrawals, the video inspection train and other measurement trains follow the same procedure as the timetabling process for traffic (see 4.2.2).

4.5.2.1 Weekly withdrawals

The required capacity for weekly withdrawals is determined in terms of volume, frequency and location (route sections/railway yard). For weekly withdrawals at railway yards, additional agreements may be made to limit the impact on goods and passenger traffic, such as shunting, stabling, access to terminals and for the servicing and maintenance of rolling stock.
The Btd-planner shows the state of affairs regarding weekly withdrawals; these weekly withdrawals are also included in Donna. The Btd-planner is leading if there are differences between the two systems.

---

60 This concerns the capacity for works as referred to in Article 53 Directive 2012/34/EU

61 As referred to in Commission Delegated Decision 2017/2075 of 4 September 2017 (Annex VII)

4.5.2.2 Video inspection train and other measurement trains

Runs of measuring trains are requested as part of the timetable requests for traffic. A generic procedure has been drawn up for the scheduling of these measurement runs.[62] During the timetabling process for traffic, the runs of the video inspection train are inserted in the form of train paths on the open track and shunting at railway yards. At locations where deployment of the video inspection train ultimately proves impossible, capacity for carrying out a walking inspection is submitted. The other measurement runs are inserted during the ad hoc phase according to this procedure.

4.5.3 Capacity restrictions for works

The following process steps are involved in determining capacity restrictions:

1. *Drawing up starting points for programming capacity restrictions*
   The principles for programming temporary capacity restrictions are described in the corridor book, see the Logistics Portal of ProRail. If, as a result of a temporary capacity restriction, competition exists between a weekly withdrawal and traffic to be rerouted, the weekly withdrawal will lapse. The corridor book describes how and under what conditions different types of trains can be rerouted because of the capacity restriction on the normal route.
2. *Announcing the proposed capacity restrictions*
   ProRail announces the intended capacity restrictions at the start of the consultations. These can be announced per project, per route section or for the entire railway network and can be traced back to the project level.
3. *Consultation*
   During consultation on the proposed capacity restriction, the titleholders concerned can request changes. The titleholders involved will provide insight into their interests and can make proposals for solutions. ProRail investigates whether and how the interests of titleholders can be met and makes this transparent. This may lead to further consultation.
4. *Determining the capacity restriction*
   The capacity restriction is determined after consultation. If ProRail or the titleholder wishes to change the capacity restriction and:
   - the ad hoc rules of a supplement apply (Chapter 4.5.5. point b)) The rights of previously established capacity limitations remain applicable
   - the earlier agreement (the capacity limitations together with the time and scope of the project) will be broken open, the capacity limitation as a whole will be redefined under the ad hoc rules (Chapter 4.5.5 point b))

When programming capacity restrictions, large public events are taken into account as much as possible with a view to the feasibility of the alternative transport product. Titleholders shall inform ProRail of these events in good time when drawing up the basic principles for the programming of capacity restrictions, see point 1.

Table 4.2 shows the four different categories of temporary capacity restrictions for traffic. This table also shows the moment at which temporary capacity restrictions are coordinated with the neighbouring infrastructure managers.

[62] Capacity for Management procedure book

cate-gorie	capaciteits-beperkingen met	duur van de aaneengesloten capaciteitsbeperking	de gevolgen voor het treinverkeer	coördinatie met de naburige inframanagers
Z	zeer grote gevolgen voor verkeer	meer dan 30 dagen	meer dan 50% van het dagelijks verwachte verkeer	18 maanden voor start nieuwe dienstregeling
G	grote gevolgen voor verkeer	meer dan 7 dagen	meer dan 30% van het dagelijks verwachte verkeer	13,5 maanden voor start nieuwe dienstregeling
M	middelgrote gevolgen voor verkeer	7 dagen of minder	meer dan 50% van het dagelijks verwachte verkeer	13,5 maanden voor start nieuwe dienstregeling
B	beperkte gevolgen voor verkeer	niet bepaald	meer dan 10% van het dagelijks verwachte verkeer	niet bepaald

Table 4.2 Categories of capacity restrictions

Table 4.3 shows at which moment a certain type of temporary capacity restriction is published for a relevant timetable.

cate-gorie	capaciteits-beperkingen met	december 2019	april 2020	augustus 2020	december 2020
Z	zeer grote gevolgen voor verkeer	2e publicatie 2021; 1e publicatie 2022	capaciteitsbeslag 2021	niet aan de orde	2e publicatie 2022; 1e publicatie 2023
G	grote gevolgen voor verkeer	2e publicatie 2021; 1e publicatie 2022	capaciteitsbeslag 2021	niet aan de orde	2e publicatie 2022; 1e publicatie 2023
M	middelgrote gevolgen voor verkeer	publicatie 2021	capaciteitsbeslag 2021	niet aan de orde	publicatie 2022
B	beperkte gevolgen voor verkeer	niet aan de orde	niet aan de orde	capaciteitsbeslag 2021	niet aan de orde

Table 4.3 Publication times capacity restrictions

In addition to the publications, the Btd planner system always indicates the current status of the capacity required by ProRail for works.

The chapters below describe in more detail how ProRail handles with these capacity restrictions.

4.5.3.1 Publishing capacity restrictions 24 months in advance

Twenty-four months prior to the start of the new timetable, ProRail publishes the temporary capacity restrictions for works (as far as known) that have serious consequences for rail traffic. This concerns a withdrawal of more than 30 consecutive days (respectively more than 7 consecutive days) for which more than 50% of the daily expected traffic (respectively 30%) must be rerouted, cancelled or replaced by alternative transport.

At the request of titleholders, ProRail will during the first consultation round provide at least two alternative performance variants. The designs of the performance variants shall sufficiently meet the expressed wishes of titleholders.

The publication contains:
- The duration of the capacity restriction
- The route section to which the restriction applies
- The planned days
- The part-day and start & end times as soon as these are known

4.5.3.2 Publishing capacity restrictions 12 months in advance

ProRail will publish the following temporary capacity restrictions for works 12 months before the start of the new timetable. ProRail will consult the titleholders prior to this publication.

1. The updated capacity restrictions that have a (very) impact on rail traffic as described in Chapter 4.5.3.1.
2. Additional capacity restrictions with a (very) impact on rail traffic.
   These are capacity restrictions which became known after the first publication.
3. Capacity restrictions with medium consequences for rail traffic.
   This concerns withdrawals of 7 consecutive days or less where more than 50% of the daily expected traffic shall be rerouted, cancelled or replaced by alternative transport, insofar as these withdrawals have an impact on international rail traffic. The withdrawals that do not affect international rail traffic can follow this procedure but at least the procedure described in Chapter 4.5.3.3.

This publication contains:

- The duration of the capacity restriction
- The route section to which the restriction applies
- The planned days
- The part-day and start & end times as soon as these are known

4.5.3.3 Publishing capacity restrictions 8 months in advance

Eight months before the start of the new timetable, ProRail publishes the incidental withdrawals that a) have serious b) major or c) medium consequences for rail traffic. The manner in which these incidental withdrawals are published concerns the capacity (withdrawn tracks and duration), the date and, if known, the start & end times. The starting point is that these incidental withdrawals fit within the previously published capacity restrictions.

It is possible that new requests for and changes to already determined capacity restrictions, which are submitted 12 months before publication, will as yet become part of the publication of the incidental withdrawals. The following conditions are set for this:

- New requests will be considered if ProRail can demonstrate, on the basis of a written substantiation, that this adjustment could not reasonably have been foreseen and that the implementation shall take place in the new timetable year.
- Changes to capacity restrictions that have already been determined will be considered if ProRail or the titleholder can demonstrate, on the basis of a written substantiation, that this change was not foreseeable.
- Changes to established capacity restrictions will be considered if ProRail (e.g., due to changes to work) or the titleholder (e.g., due to events becoming known at a later date) can demonstrate, on the basis of written substantiation, that this change was unforeseeable.

4.5.3.4 Publishing capacity restrictions 4 months in advance

Four months before the start of the new timetable, ProRail publishes the incidental withdrawals that have limited consequences for rail traffic. Limited consequences for rail traffic means a withdrawal for which more than 10% of the daily expected traffic shall be rerouted, cancelled or replaced by alternative transport. The manner in which these incidental withdrawals are published concerns the capacity (withdrawn tracks and duration), the date and, if known, the start & end times.

ProRail can submit these incidental withdrawals to titleholders no later than six and a half months before the start of the new timetable.

4.5.3.5 Details offered train paths

Details of the train paths to be offered as a result of the capacity restrictions are given no later than 4 months before the start of the incidental withdrawal for passenger trains and no later than 3 weeks for freight trains. In order to be able to offer the train paths in question on time and in accordance with the

requirements, ProRail manages the rescheduling of traffic as a result of possessions (PreVAB and VAB process). The manner in which this takes place is described in the corridor book.

ProRail works closely with neighbouring infrastructure managers to ensure good connections of rerouted trains at border crossings. If the rescheduling of traffic does not lead to consensus, the titleholders involved undertake to redistribute traffic via the coordination procedure within 10 working days.

4.5.4 Compensation for temporary capacity restrictions

In the context of determining capacity for works as described in Chapter 4.5.3, ProRail may agree on financial compensation to titleholder(s) other than user charges. On condition that the alternative transport plan is workable, this compensation agreement is chosen together with the preferred possession variant drawn up by ProRail, subject to the conditions stated below. As regards the application of the provisions regarding compensation in this chapter, the manner of financing of the works from the newbuild budget or the maintenance budget is determinative for the qualification of a work as newbuild work or modernisation work.

4.5.4.1 Newbuild works

a) In case of newbuild works, the out-of-pocket costs of replacement transport are compensated only on the basis of quotes agreed by ProRail. Agreements about the procedure and the time periods are agreed in the Access Agreement.
b) In case of newbuild works, no compensation is paid for rerouted passenger and freight trains.
c) If conversion work causes an infrastructure function to be unavailable for longer than 6 weeks (average term of a change sheet), and the negative impact thereof on the normal timetable traffic can only be resolved by a detour over another route sections, the resulting extra additional operating costs of the titleholder, properly specified and substantiated, will be borne by ProRail.

4.5.4.2 Modernisation works

a) Passenger transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) qualify for compensation, in the instances and to the degree described below.
   i. No compensation is provided in case of possessions during weekends, night-time, off-peak hours, low traffic periods (i.e., school holidays and official public holidays) or when the through traffic is not affected.
   ii. Compensation is provided if and to the extent that a possession (partly) falls during normal working days (not low passenger traffic periods) and if the morning and/or evening peaks are affected; the compensation will then apply to the cancelled train kilometres of the trains during those working days;
   iii. the amount of the financial compensation is calculated on the basis of an amount per cancelled train kilometre of a normal traffic situation as a result of the possession;
   iv. The compensation tariff for passenger transport operators depends on the category to which the affected route section is allocated according to and amounts to:
   - For Category 1 route sections: € 11 per cancelled train km according to the timetable.
   - For Category 2 route sections: € 6 per cancelled train km according to the timetable.

   ProRail can on a case-by-case basis agree to a higher compensation, based on a quote stating the costs of replacement transport with a set service level.
b) Freight transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) on freight corridors (see Appendix 27) qualify for compensation, in the instances and to the degree described below.
   i. No compensation is provided in the case of possessions during weekends (Saturday 0.00 hours to Monday 6.00 hours) or in low freight traffic periods (i.e., public holidays and the day between an official public holiday and the weekend), in case the possession lasts shorter than 12 hours, or if the through rail traffic is not affected.

ii. Compensation is provided if and in so far as a possession (partly) falls during normal working days (not low freight traffic periods) and if the possession lasts longer than 12 hours; the compensation then applies to those trains that have not run according to the originally scheduled route during those working days.
iii. The total of the financial compensation is calculated on the basis of an amount per cancelled freight train kilometre as a result of the possession. For a definition of an 'affected train' see Appendix 27;
iv. The compensation tariff per freight train is determined in accordance with the provisions under 'compensation tariff' in Appendix 27. ProRail can on a case-by-case basis agree on a higher compensation, based on a quote stating the costs of replacement transport with a set service level.

c) Private passenger transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) qualify for compensation for seasonal trains that cannot run on the initially requested route. The compensation amounts to € 15 per extra train kilometre between the rerouting according to the Corridor Book and the initially requested route.

4.5.4.3 Combinations of works

If modernisation works are combined with newbuild works, the compensation is calculated as the average compensation that would apply if no combination of works was present, weighted for the duration of the works. This applies to both passenger and freight train operators.

The financial compensation is given for the duration of the newbuild works and only if the newbuild works requires replacement transport. If the duration of a combination of possessions is less than 10% of the other possession, this is not regarded as a combination for the compensation scheme.

4.5.5 Ad hoc capacity for work

a) It is possible that adjustments will be made after the publication moments at eight and four months before the start of the new timetable. ProRail will:
- Determine a capacity restriction if there are disruptions or if irregularities occur or threaten[63] to occur that endanger or could endanger safe and undisturbed rail traffic[64]. If necessary, ProRail will withdraw capacity rights for the best possible execution of works and remaining timetable. ProRail endeavours to carry out these works as much as possible during a weekly withdrawal or to coordinate the date and times of the withdrawal in advance with the titleholders concerned.
- To as yet establish a capacity restriction if postponement is not cost-effective for ProRail or could lead to undesirable damage to the condition or service life of the railway infrastructure. ProRail will clarify the need for these adjustments on the basis of written substantiation and will consult the relevant titleholders immediately in order to determine the capacity restriction. If necessary, ProRail will withdraw capacity rights for the best possible execution of works and remaining timetable. The condition for establishing time of performance is that the deadlines as set out in Chapter 4.5.3.5 are met.

b) It is also possible to make other types of adjustments after the two publication moments at 8 and 4 months before the start of the new timetable respectively. ProRail or the titleholders are permitted:
- To make an addition or change that was not reasonably foreseeable and that shall be carried out in the new timetable year; the need for this change shall be substantiated in writing.
- The basic rule is to cooperate in this adjustment; it is determined with the consent of capacity holders affected by this adjustment.
- If there is no consensus, the titleholders and ProRail undertake to reach a decision within 10 working days via a procedure to be agreed at that time.
- Titleholders who hold capacity or ProRail may, when giving their consent, make it a condition that the disadvantage they suffer is compensated by this adjustment. This compensation is

63 To be ascertained on the basis of inspections, notifications, disruptions, etc.
64 This constitutes a further specification of the 'in case of emergency' situation as referred to in Article 9 Paragraph 5 of the General Terms & Conditions.

limited to direct operational costs, which shall be properly substantiated. The compensation for freight transport operators is standardised and laid down in Section 3 of Appendix 27.

4.6 Unused capacity and cancellation of train paths

Withdrawal of capacity by ProRail

If it becomes clear one hour before departure that the capacity will not or cannot be used by the titleholder, ProRail is entitled to grant the capacity to other titleholders. ProRail will then withdraw the allocated capacity.

ProRail can reclaim the capacity rights if a titleholder within a period of at least 1 month uses less than 80% of the capacity for public passenger transport on route sections and platform tracks allocated in the timetable (including change sheets), or uses less than 50% of the capacity for other purposes. Calculation takes place on the basis of (related) train number per traffic day. After each calendar month, ProRail will check the utilisation of the allocated train paths. If utilisation of a train path is less than the above values, the capacity can be withdrawn immediately. In case of force majeure, the transport operator shall report this to ProRail before the end of the calendar month. ProRail will then assess whether force majeure has occurred.

A cancellation charge is also due for train paths that are cancelled and train paths that are not used. The cancellation charge for unused capacity has the purpose of encouraging an efficient use of capacity[65]. The criteria and levy of the cancellation charge are stated in Chapter 6.4.2.

Non-utilisation as referred to in this chapter includes the situation whereby the train does not appear to have the characteristics stated in the capacity request, which characteristics would have resulted in a different handling of the request in terms of physical and environmental acceptability.

Failure to use the path due to causes attributable to ProRail, fluctuations in market circumstances, public holidays, the non-availability of associated rail capacity at rail terminals, transhipment firms, industrial estates or foreign infrastructure managers, etc., are deemed to be processed in the percentage of 80% and 50%, respectively.

Cancellation of allocated capacity by transport operator
The following applies to the cancellation of allocated capacity: as soon as the titleholder knows that a train starting in the Netherlands will not use the allocated capacity, this is reported to ProRail, so that ProRail can reallocate the released capacity.
The transport operator can cancel capacity in three ways:

- With a TSI path cancellation message
- Via the ORMAS Portal
- Via RMS-Client

Cancellations due to the application of predefined intervention methods (see Chapter 4.8.2) do not have to be reported by the transport operator.

ProRail takes the initiative for incoming trains from abroad. After consultation with the railway undertaking and the neighbouring infrastructure manager, ProRail withdraws the allocated capacity insofar as the foreign manager involved in that path does not make the connecting capacity available.

4.7 Exceptional Transport

ProRail facilitates Exceptional Transport for railway undertakings by means of standard and customised schemes; the applicable services are described in Chapter 5.4.3.

[65] As referred to in Article 36 Directive 2012/34/EU

Regulations to be agreed upon

► ProRail has described the regulations applicable to exceptional transport in Section 1.2 of Appendix 6 Operational Conditions, and wants to include these in the Access Agreement. ◄

4.8 Traffic management and intervention

4.8.1 Principles of intervention measures

Under the terms of the Rail Traffic Decree, ProRail is authorised in case of interrupted operations, incidents or emergency situations, to give instructions to the driver or other persons participating in rail traffic.[66] In addition, ProRail takes prior intervention measures in order to return to the original current plan as quickly as possible.

ProRail strives to meet the wishes of all Railway undertakings with regard to the intervention measures.

The intervention measures are discussed in operational consultation bodies with railway undertakings. Measures undergo annual evaluation on the basis of practical experience and are adjusted if necessary.

4.8.2 Intervention measures

ProRail has embedded the principles in:

- the assessment framework for blockages, available via the Logistics Portal.
  Intended to define pre-determined blockage measures in the event of partial or full blockages. A blockage measure is an adjusted timetable according to which trains are turned, cancelled or rerouted. The use of alternative transport is also part of a blockage measure.
- Train Service Handling Documents for individual delays
  These are handled according to if/then scenarios. This mainly concerns sequence changes between successive trains and waiting times for connections between (passenger) trains.
- The guideline for delays in case of individual delays.
  These guidelines consists of goals, principles, criteria and a corridor map. This concerns the following intervention measures: slowing down trains, changing the sequence of trains, moving trains (to another path), reversing trains earlier, making new trains and cancelling trains.

4.8.3 Foreseen interventions

Due to the harmonisation of all Network Statements, it was agreed at European level via RNE to apply a uniform chapter classification in the Network Statement, in which a distinction is made between foreseen and unforeseen interventions. This distinction is not made in the Netherlands. ProRail will in case of an interruption take measures on the basis of predefined intervention measures, both for foreseen and unforeseen situations.

4.8.4 Unforeseen interventions

Due to the harmonisation of all Network Statements, it was agreed at European level via RailNet Europe to apply a uniform chapter classification in the Network Statement, in which a distinction is made between foreseen and unforeseen interventions. This distinction is not made in the Netherlands. ProRail will in case of an interruption take measures on the basis of predefined intervention measures, both for foreseen and unforeseen situations.

66 Section 26(3) Rail Traffic Decree.

4.8.5 International Contingency Management

If large incidents with significant international impact occur, international coordination of incident management is needed. For international disruptions longer than three days with a high impact on international traffic, the International Contingency Management applies

Rail freight corridors act as facilitators with respect to the disruption management and the communication process. Together with the infrastructure managers concerned, they have drawn up and published re-routing overviews and operational intervention scenarios. These can be found in the coroner documents, Book 4, Chapter 5 (see also Chapter 1.9 and Chapter 1.10 of this Network Statement). For more information on the national corrective measures in the event of international disturbances, see Chapter 4.8.2 and Chapter 4.8.4.

In accordance with the procedures for international intervention, transport operators are informed of disruptions. They are responsible for communicating this information to their clients. How the communication proceeds and how the railway undertaking can contribute to solving the disruption can be read in Chapter 4.2 of the International Contingency Management Handbook. This manual can be found on the website of RailNetEurope. The Customer Information Portal of RailnetEurope also contains all the detour routes jointly defined by the infrastructure managers, including the associated infrastructure characteristics.

The International Contingency Management Handbook contains guidelines that aim to maintain train running as much as possible in the event of an international disruption. The handbook describes how stakeholders across Europe are informed in an adequate and transparent way about the status and impact of the disruption. In addition, it defines the international steering and communication processes, in addition to the national processes. In this way, there will be better international cooperation between infrastructure managers and allocation bodies.

4.8.6 Cooperation railway undertakings and ProRail

The Operational Control Centre Rail (OCCR) is an operational collaboration by the railway sector, with an own identity and accompanying facilities, including a national control room.

In the OCCR, railway undertakings and ProRail work together in a shared workspace on the handling (and anticipation) of disruptions, disasters and other exceptional situations in the logistical and infrastructural processes (including power and ICT systems). In terms of handling, ProRail and the railway undertakings each retain their own statutory tasks and responsibilities in accordance with the Railways Act. The OCCR is open to all railway undertakings operating on the main railway infrastructure managed by ProRail.

For further information on the work procedures within the OCCR or on making use of the OCCR facilities, including the costs involved, see the OCCR Guide document, which is available on the public website of the OCCR.

4.9 Access to stabling and shunting facilities

Titleholders can request access to stabling and shunting facilities. The stabling and shunting facilities offered by ProRail are stated in Chapter 5.3. This chapter concerns access to and use of stabling and shunting facilities on the main railway network.[67]

The starting points and procedure description for obtaining access to stabling and shunting facilities for the 2021 timetable are explained in more detail below.

[67] This concerns the Category 2 service facilities listed in Annex II of Directive 2012/34/EU under points 2c and 2d.

4.9.1 Starting points

a. ProRail will publish the capacity available for stabling and/or shunting by 1 March 2020 at the latest by means of the Tracks Database, which contains the layout of the tracks, including any preferential use. When processing access requests, ProRail's preferred use can be changed to ensure optimum use of the facility. Other tracks (platform or reversing tracks) may also be designated for stabling and/or shunting.
b. On specific railway yards, restrictions may apply to planned stabling and scheduled handling time for freight trains. These will be announced at the same time as the Tracks Database.
c. Tracks are reserved in the Tracks Database for the stabling of rolling stock for management works (Chapter 4.5). These tracks are referred to as 'ProRail Management'.
d. If the physical capacity on a railway yard is greater than the environmental capacity, the environmental capacity takes precedence and coordination takes place on this basis.
e. The withdrawal times for the management works included in Chapter 4.5 may exclude access, whereby the procedures described in Chapter 4.5 are used.
f. To prevent unused capacity at railway yards, capacity on one or more specific tracks can, in agreement between ProRail and the related titleholders, be allocated to multiple titleholders for combined use. In doing so, titleholders can cooperate whereby one of them is designated as being responsible for the daily logistical coordination.

4.9.2 Submitting of requests and schedule

Timetable phase
Requests for access to shunting and stabling facilities for the timetable phase are made via volume infrastructure requests (VII) in Donna or via an application form provided by ProRail. (This form can be requested via capaciteitsverdeling@prorail.nl and is sent via the Allocation Table). The request must at least include access to a specific track for a specified period of time. The maximum duration is one timetable period. In this case, from 13 December 2020 to 11 December 2021.

For the handling of access requests for the timetable phase, a distinction is made between freight yards and other railway yards (passengers/mixed):

- The processing of requests for freight yards (see Table 4.6) will start on 7 September 2020. Applicants must submit their request no later than 4 September 2020.
- For all other railway yards, the timetable of the annual timetable for train paths is used. Applicants must submit their request no later than 14 April 2020.

Table 4.6 List of freight yards

Acht	Deventer Goederenemplacement	Oss Elzenburg
Amsterdam Houtrakpolder	Europoort (incl. Europoort West)	Pernis
Amsterdam Westhaven	IJsselmonde	Sas van Gent
Almelo Bedrijvenpark	Kijfhoek	Sloehaven I t/m III
Axel aansluiting	Maasvlakte	Terneuzen
Beverwijk	Maasvlakte West	Terneuzen Zuid
Blerick, inclusief ECT	Maasvlakte West West	Tilburg Industrieterrein
Born	Maastricht Beatrixhaven	Veendam
Botlek	Moerdijk	Waalhaven Zuid
Delfzijl Oosterhorn	Oosterhout West stad	CUP Valburg
Eemshaven		

Ad-hoc phase
Requests for access to a track for a specified period of time can be made up to five days before performance via:

- a volume infrastructure request (VII) in Donna

- an email message to oss@prorail.nl

An ad hoc request will be processed within a maximum of five working days.

In the period of five days before performance until the moment of performance via:

- the LOA Online system for public passenger transport operators
- (telephone) contact between the titleholder and traffic control

The request must be submitted at least 15 minutes before performance and will be answered by ProRail within 15 minutes. If requests are submitted shorter before performance, ProRail will make every effort to handle the request on time, without providing any guarantee in this respect.

4.9.3 Procedure for access requests for the timetable

The procedure for access requests for the timetable contains the following process steps:

Step 1: Assessment of access requests for stabling and shunting facilities
ProRail will assess whether the request is complete within five working days of receipt of the access request. If the request is incomplete, the applicant will be given the opportunity to complete the request. This is possible up to a maximum of five working days after the notification of incompleteness.

Step 2: Integration of all access requests
All access requests are assessed by ProRail in their entirety and compared with the available capacity. If there are no competing requests, the requests are allocated. In the case of competing requests, an access conflict exists and the coordination procedure (step 3) is started.

Step 3: Coordination procedure
A coordination file is drawn up, containing:

- A description of the access conflict (competition).
- All applicants (to ensure full and non-discriminatory treatment, whereby the comparability of the application and the service facility will be taken into account).
- Information on the railway yard and service facilities.

In consultation with all applicants, ProRail will try to reconcile all requests as far as possible. In doing so, ProRail examines whether pragmatic solutions that make maximum use of the available capacity can be found.

- If all parties involved agree, the solution is recorded, the requests are allocated in accordance with the solution and the file is closed.
- If agreement is not reached, step 4 follows.

Step 4: Search for viable alternatives
If the coordination procedure (step 3) has not led to a resolution of the conflict, ProRail and the applicants concerned will jointly seek an alternative service facility that can meet the needs of the applicants (hereinafter: viable alternative). The initiative for the search for viable alternatives lies with ProRail. The parties involved are, however, explicitly invited to submit alternatives.

To the extent possible, ProRail will at least take into account the operational characteristics of the alternative service facility when making proposals for possible alternatives; the substitutability of the physical and technical characteristics of the alternative service facility; the clear impact on the attractiveness and competitive position of the rail transport service planned by the applicant and the estimated additional costs for the applicant.

It is up to the applicant to decide whether one of the viable alternatives proposed by ProRail is acceptable. If an applicant rejects an alternative, this rejection must be substantiated.

- If all the applicants involved agree with a proposed alternative, this decision is recorded, the requests are allocated in accordance with the viable alternative and the file is closed.
- If agreement is not reached, step 5 follows.

Step 5: Conflict resolution and priority criteria for allocation
ProRail resolves a conflict if:

- The search for viable alternatives has not yielded any results.

- The applicants do not agree on the viability of the presented alternatives. ProRail indicates which alternatives it considers to be viable because, in ProRail's opinion, the substantiation provided in step 4 was not provided or was provided insufficiently.

If there are no viable alternatives for the applicants, ProRail will allocate requests according to the following priority criteria:

1 Stabling of rolling stock in operational use in a scheduled transport service takes precedence over rolling stock in non-operational use (e.g. strategic reserves, new rolling stock, rolling stock scheduled for demolition, training rolling stock, etc.).
2 Train-related stabling and handling takes precedence over non-train-related stabling and handling.
3 For passenger trains, allocation takes place pro rata to the number of wagons (taking into account the length of the wagons) of starting (first) passenger trains running under load.
4 For passenger trains, requests for short-term stabling (less than 1 hour) take precedence over requests for longer stabling (more than 1 hour).
5 The allocation takes into account the relationship between train length and track length. The longest tracks are assigned to the transport operator who uses the longest trains in a scheduled transport service.
6 The allocation takes into account the optimisation of the shunting process and the minimisation of shunting movements.
7 An existing contract (within the timetable period) takes precedence over no contract.
8 In the context of optimal capacity utilisation, account is taken of any under-utilisation of (part of) the fully allocated capacity in the past (including the reasons for this).

Step 6: Allocation to titleholders

For freight yards, the allocation will take place no later than 8 October 2020. For all other railway yards, the allocation will take place no later than 19 August 2020. If an application for access is refused, ProRail will state the reasons for the refusal and record the decision.

4.9.4 Procedure for access requests for the ad hoc phase

In the case of ad hoc requests for access to a track for a specified period during the 2021 scheduling period:
Requests for non-conflicting access within the already allocated capacity are granted by ProRail. Requests that cannot be accommodated within the already allocated capacity without conflict can only be accepted if holders of already allocated capacity allow changes so that a new request can be accommodated without conflict. No reconciliation takes place in case of conflicting requests (principle of first-come, first served). ProRail will communicate within the periods specified in Chapter 4.3 whether a new request can be accommodated.

4.9.5 Unused capacity and cancellation of allocated capacity

Allocated capacity on railway yards that, for at least one month, has been used for less than a quarter of the hours and a quarter of the total length of the allocated tracks on the railway yard may be subject to cancellation of the capacity rights. An exception to this is if only one track is distributed to a titleholder, then only a quarter of the hours apply.

Capacity can be cancelled by sending a message to capaciteitsverdeling@prorail.nl or by deleting a volume infrastructure (VII) entry in Donna.

5 Services

5.1 Introduction

This chapter deals with the services provided by ProRail for use of the railway infrastructure and supplementary facilities[68] by railway undertakings and other titleholders. ProRail also offers services with regard to the planning and performance of the timetable, as well as performance analysis.

The services are classified according to Annex II of Directive 2012/34/EU:
- basic access package (Chapter 5.2)
- Access to and use of facilities and provision of services (Chapter 5.3)
- supplementary services (Chapter 5.4)
- ancillary services (Chapter 5.5).

This classification forms the basis for determining the tariff. Chapters 6.1 and 6.2 explain the principles of the user charge, while Chapter 6.3 states the charges and specific regulations applicable to those charges.

All services stated in this chapter that are offered by ProRail are governed by the General Terms & Conditions (see Appendix 5) and Operational Conditions (see Appendix 6). If specific conditions apply to a service, this is stated in the form of terms of delivery and/or user conditions.

Terms of delivery are the terms and conditions applied by ProRail to the purchase of the relevant service. The user conditions specify the resources required by the railway undertaking to make use of the service as well as the terms to be complied with by the railway undertaking when making use of the service.

As regards information services (ancillary services, as referred to in Chapter 5.5), ProRail reserves the right to limit new or extra requests for a service, or to (temporarily) refuse access to a service if this request or extension cannot be delivered within the current capacity of the service. For most information services, a Service Level Agreement (SLA) forms part of the Access Agreement. Agreements are laid down in this SLA about the costs, (user) conditions and service levels of the information service.

Regulations to be agreed upon

► The services to be acquired by the railway undertaking, comprising at least the Train Path service of the basic access package, are laid down in the Access Agreement. ◄

Facilitation

ProRail informs railway undertakings of the possibility provided by the Railways Act to realise and use infrastructural facilities at railway yards and in transfer areas for own account, on the basis of an agreement with ProRail and, if necessary, a permit as referred to in Section 19 Railways Act. ProRail has been authorised to grant such a permit.

If a railway undertaking for its operational processes requires land or a facility at a railway yard that is not offered by ProRail, such can be facilitated by ProRail under conditions.
- Use of land
  Permission to use land managed by ProRail. For example, if a railway undertaking requires space for storage containers.
- Permit
  Providing a permit for the realisation and operation of a facility by a railway undertaking. For example, if a railway undertaking wishes an own cleaning platform on land managed by ProRail. ProRail can within the context of the environmental permit serve as the contact for the competent authority.
- Utilities

[68] In accordance with Section 67 Railways Act. Infrastructure facilities within the scope of the definition of railway infrastructure provided by Section 1 Railways Act do not fall under supplementary facilities.

Providing utility connections for the railway undertaking's facility at the latter's expense. For example, if a train washing line requires a water and/or electricity and/or sewage connection by means of underground infrastructure, whereby ProRail retains ownership and management of the underground infrastructure.

The conditions under which ProRail facilitates are agreed per specific client request.

5.2 Basic access package

The basic access package, see Section 1 of Annex II to Directive 2012/34/EU, comprises all services required for reserving and using rail traffic capacity on the main railway infrastructure and other railway infrastructure managed by ProRail.

The basic access package comprises the following services:
1. Train path
2. Tractive power supply

5.2.1 Train path

Train path		
1. General information		
1.1	Service	Train path falling under Category 1 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	The use of train paths according to the right to train paths acquired through the capacity allocation process. *Capacity allocation* a. The handling of applications for, the return of and changes to capacity[69]; the applications Donna, ORMAS Portal, PCS, RMS Client (see Appendix 23 for a detailed description) and also the Common Interface are made available for this. b. The reserving of capacity according to the agreed capacity allocation. c. The provision of all information required to carry out the train service for which capacity has been requested through, e.g., the RailMaps application (see Section 1 in Appendix 23) the Rail and Road Signs application (see Section 2 in Appendix 23) and the information on Temporary Speed Restrictions (see Section 3 in Appendix 23). *Use of the main railway network* d. The use of the tracks on route sections and stations for train movements. e. The stationary use of tracks all railway yards insofar as necessary for traffic flows (passing, direction changes, etc.) according to the agreed capacity allocation or intervention. f. The stationary use of platform tracks insofar as necessary for the (dis)embarking of passengers. g. Registering the loading of freight wagons in a train via the WLIS application, see Section 14 in Appendix 23. *Traffic control* h. The traffic control for both centrally and locally controlled areas, including the use of GSM-R Voice Rail Safety, the radio-communication system for rail safety, as described in Section 5 of Appendix 23. *Information on the current train service* i. The provision of information to the railway undertaking about train service handling via the SpoorWeb application (see Section 16 of Appendix 23).

[69] Trains subject to the user charge exemption scheme (due to instructions by ProRail) can only be requested on the basis of a timetable entered by the applicant into Donna or a request via ORMAS Portal.

Train path		
		j. The provision of information to the railway undertaking about current train movements via the VIEW type 1 application (see Section 16 of Appendix 23). k. The provision of planning and performance information on the basis of the TSI TAF/TAP messages (see Section 17 of Appendix 23). *Information on the performed train service* l. The provision of information: standard traffic performance report, standard monitoring report and standard provision of information on traffic performance (see Section 18 of Appendix 23). m. The possibility of accepting or rejecting the causes of train deviations assigned to railway undertakings via the Approval Monitoring application (see Section 19 of Appendix 23). *Disaster handling* n. The services of ProRail's emergency organisation pertaining to alarm signals, the evacuation and clearing of the tracks after accidents and irregularities, as well as the re-railing of railway vehicles and moving damaged railway vehicles to a safe place where they will not hinder traffic. This also includes the integral coordination of the operations of railway undertakings in these circumstances, as well as coordination with the competent authorities and the emergency services.
3. Description of the facilities		
3.1	Locations	Main railway network
3.1.1	Opening times	24/7 with exception of the possessions.
3.1.2	Technical characteristic	See Chapter 3 of this Network Statement
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	Information is available in Chapter 6.3.1 of this Network Statement.
4.2	Information regarding user charge discounts	Information is available in Chapter 6.4 of this Network Statement.
5. User conditions		
5.1	Legal requirements	The service is limited to use by normal traffic, not being Exceptional Transport (see Section 1.2 of Appendix 6). With a view to optimising the use of the capacity of the main railway network, ProRail offers a discount on the user charge for silent trains (see Chapter 6.4.5). Railway undertakings are notified that the text on access control facilities in Chapter 5.3.1.1 relates to access or departure by service personnel of the railway infrastructure via stations and platforms. Also applicable are the user conditions stated in the tables and appendices as referred to in the description of the service. Titleholders who do not qualify as railway undertaking can exclusively acquire from ProRail items a (with the exception of the ORMAS Portal and LOA Online applications), b and c (exclusively the RailMaps application) of the part of this service stated under 'description'. Also applicable are the terms of delivery stated in the tables and appendices as referred to in the description of the service.
5.2	Technical requirements made of rolling stock	See Chapter 2.2 Access requirements
5.3	Independent use	N/A
6. Capacity request		
6.1	Access request	Train paths are allocated with the capacity allocation letter and agreed in the Access Agreement.

5.2.2 Tractive power supply

Tractive power supply		
1. General information		
1.1	Service	Tractive power supply falling under Category 1 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	This service comprises the use of the tractive power supply systems. This service does not comprise the supply of electric tractive power, for that see the service in Chapter 5.4.1.2.
3. Description of the facilities		
3.1	Locations	On the electrified tracks, see Appendix 17 of the Network Statement.
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
3.1.2	Technical characteristic	Depending on the route section, ProRail offers a number of types of tractive power supply systems. These consist of overhead lines from which tractive power can be drawn.
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	Information is available in Chapter 6.3.1.2 of this Network Statement. The transport of electric tractive power is included in this charge. Further information is available in Chapter 6.3.3.1 of this Network Statement.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	Pursuant to the Electricity Act 1998, ProRail is designated as 'manager of a private network' for the management of the tractive power supply network. In this capacity, ProRail requires the parties who make use of this facility to submit a periodic statement of their actual and expected power consumption, with a distinction according to consumption on the 1500V DC network and the 25kV AC network. The terms of delivery applicable to the use of tractive power supply systems are stated in Appendix 24.
5.2	Technical requirements made of rolling stock	Locomotives shall have current take-up systems appropriate to the applicable tractive power system on a specific route section as shown in Appendix 17 of the Network Statement.
5.3	Independent use	Railway undertakings can make independent use of this service.
6. Capacity request		
6.1	Access request	Access to the tractive and power supply system is agreed in the Access Agreement.

5.3 Access to and use of facilities and provision of services

Service package 2, see Section 2 of Annex II to Directive 2012/34/EU, regards the provision of access, including access via the railways to the facilities and related services below.

5.3.1 Use of facilities

Services offered:
1. Passenger stations
2. Freight terminals
3. Railway yards

Kijfhoek shunting hump		
1. General information		
1.1	Service	The use of the shunting hump at the Kijfhoek Railway yard. The shunting hump is a facility under Category 2 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	This service concerns the use of the shunting hump at the Kijfhoek railway yard, including the shunting facilities present here, such as rail braking and the hump process control system. The use of the tracks at the Kijfhoek railway yard, equipped with walkways and lighting managed by ProRail and including any facilities available (e.g. brake hose boxes) are not part of the Kijfhoek shunting hump but of the stabling service. For this, see Chapter 5.3.1.4.1
3. Description of the facilities		
3.1	Locations	The shunting hump is located on the Kijfhoek railway yard. Information about the available stabling yards and facilities is available in the form of maps. These maps are available via the Logistics Portal of ProRail
3.1.1	Opening times	Regular opening hours: Monday to Friday from 00:00-24:00 hours, Saturday 07:00-15:00 hours, Sunday 23:00-24:00 hours. Public holidays are considered as Sundays. In order to use the hump at the times when the hump is closed, a written request must be submitted at the latest six weeks in advance (via email address oss@prorail.nl).
3.1.2	Technical characteristic	The Kijfhoek shunting yard is equipped with a shunting hump, rail braking and a hump process control system. Using the Kijfhoek shunting hump is only possible with locomotives that are fitted with equipment for communication with and control by the hump process control system. These locomotives are not part of the service facility provided by ProRail.
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	The tariff for using the Kijfhoek shunting hump is charged on the 43 tracks on the Kijfhoek railway yard that are equipped with shunting facilities for the hump process. For the tariff, see Chapter 6.3.2.2 of the Network Statement. The use of the tracks located on the Kijfhoek railway yard is not included in this tariff for the shunting hump Kijfhoek. A separate tariff is charged for the use of tracks. See also Chapter 6.3.2.2 of the Network Statement.
4.2	Information regarding user charge discounts	The tariff for the use of the Kijfhoek shunting hump is subject to a transitional scheme, whereby the full tariff will be charged step by step over a number of years. This transitional scheme applies only to the tariff for the use of the Kijfhoek shunting hump, not to the tariff for the use of the tracks that are located on the Kijfhoek railway yard. See Chapter 6.3.2.2 of the Network Statement.
5. User conditions		
5.1	Legal requirements	Clients of the service are railway undertakings that have a valid Access Agreement. The Kijfhoek shunting hump can only be used in combination with the shunting service (see Chapter 1.4 and Chapter 5.3.1.4.1 of the Network Statement). The conditions that apply to the shunting service therefore also apply to the use of the Kijfhoek shunting hump.
5.2	Technical requirements made of rolling stock	The service is limited to use by normal traffic, not being Exceptional Transport (see Section 1.2 of Appendix 6).
5.3	Independent use	The Kijfhoek shunting hump is equipped with an automated hump control system. Traction vehicles used for shunting via this hump must be fitted with equipment for communication with and control by the hump process control system.
5.4	IT systems	See 5.3.
6. Capacity request		
6.1	Access request	The process for requesting access to and allocation of stabling tracks is described in Chapter 4.9 of the Network Statement.

4. Stabling yards
5. Maintenance facilities
6. Other technical facilities
7. Sea and inland port facilities
8. Assistance and support facilities
9. Refuelling facilities

5.3.1.1 Passenger stations

Passenger stations		
1. General information		
1.1	Service	Passenger stations is a facility under Category 2 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Access to and use of the transfer facilities managed by ProRail on and near the railway infrastructure, as referred to in Chapter 3.6.1, namely: • platforms • tunnels leading to the platforms • walkways • escalators/stairs • ramps • lifts • the pedestrian routes between the public road and platform for passengers who arrive or depart on foot including the available: • signposting • cameras for security purposes • lighting • clocks • PA systems • waiting facilities • travel information facilities (frames, screens) • service facilities (frames) • location for ticket dispensing machines and check-in check-out posts • location for access control facilities (for gates) • location for information counter
3. Description of the facilities		
3.1	Locations	The joint website of NS Stations and ProRail specifies for each of the stations stated in Appendix 25, which services and service facilities are available per station and which are offered by ProRail.
3.1.1	Opening times	30 minutes before the start of the timetable until 30 minutes after the last train according to the timetable.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	For more information on the charge for the use of passenger stations, see Chapter 6.3.2.1.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	Users of the service are railway undertakings that have a valid Access Agreement. This service is subject to the terms of delivery contained in Chapter 5.3 and Appendix 26 of the Network Statement, where reference is made to the description of this service.
5.2	Technical requirements made of rolling stock	See Chapter 2 of the Network Statement.

Passenger stations		
5.3	Independent use	The railway undertaking can make independent use of the service facility.
5.4	IT systems	N/A
5.5	User conditions	The access and use of this service facility concerns the pedestrian routes between the public road and the platform and vice versa, by passengers boarding or disembarking from a train operated by the railway undertaking at the station, and the use of these pedestrian routes by service personnel of the railway undertaking in connection with trains departing from and arriving at or stopping at the station. As regards access by their passengers to stations and platforms, railway undertakings are referred to the text on access control facilities in Chapter 3.6.1 of the Network Statement. Also applicable are the user conditions stated on the website of NS Stations and ProRail.
6. Capacity request		
6.1	Access request	This service is agreed via the Access Agreement.
6.2	Response to the request	A response will be given within five working days, including an explanation of the follow-up process.

5.3.1.1.1 Use of NS Stations facilities

NS Stations service facilities		
1. General information		
1.1	Service	NS Stations service facilities
1.2	Supplier	NS Stations
2. Description of the facilities		
2.1	Description	Access to and use of the service facilities managed by NS Stations within the context of the Stations Portfolio or access to stations and station buildings.
2.2	Where is the service provided	The joint website of NS Stations and ProRail specifies for each of the stations stated in Appendix 25, which services and service facilities are available per station and which are offered by NS Stations.

5.3.1.2 Freight terminals

The railway infrastructure is connected to freight terminals for multimodal freight transhipment. These freight terminals are not ProRail facilities or services. They are operated by specialised companies. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the website of ProRail.

5.3.1.2.1 Freight terminals

ProRail offers freight terminals at a number of locations for the transhipment of freight between train and road traffic (see Appendix 20 of this Network Statement).

Freight terminals		
1. General information		
1.1	Service	Freight terminals is a facility under Category 2 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	A public facility for the transhipment of goods from lorry to train, and vice versa.
3. Description of the facilities		

Freight terminals		
3.1	Locations	The freight terminals are listed in Appendix 20 of the Network Statement.
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00. A number of locations have limited opening hours due to regulations under the environmental permit. These can be found in the environmental permit of the location in question.
3.1.2	Technical characteristic	The facility comprises at least a paved site located directly alongside the railway line, with a connection to the public road suitable for standard road vehicles. The available effective length of the freight terminals differs per location. Further technical information on a specific location can be requested from ProRail.
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	The charge for the use of the public freight terminals is included in the charge for the stabling service (see Chapter 6.3.2.2 of the Network Statement).
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	Clients of the service are railway undertakings that have a valid Access Agreement. Use of the public freight terminals takes place subject to the applicable environmental permit.
5.2	Technical requirements made of rolling stock	Only road vehicles, i.e. commercial vehicles within the meaning of the Vehicles Regulation, may be used at the public freight terminals and on the roads at the railway yards where the public freight terminals are located.
5.3	Independent use	The railway undertaking can make independent use of the service facility. Transhipment equipment must also be organised by the railway undertaking.
5.4	IT systems	N/A
6. Capacity request		
6.1	Access request	Access to the public freight terminals is included in the capacity allocated by ProRail for the loading and unloading track along which the public freight terminal is located. The request for capacity can be submitted to: - Capaciteitsverdeling@prorail.nl - via ORMAS Portal (from 52/36 hours to half an hour before departure)
6.2	Response to the request	The applicant will receive confirmation of the capacity allocated in writing (by email).

5.3.1.3 Railway yards

Railway undertakings can at a large number of railway yards perform shunting operations, making use of level railway infrastructure (rails, points, operational points). Tracks intended for shunting may be equipped with walkways and lighting managed by ProRail, as described in more detail in Chapter 3.6.4. The railway yards can also be used for stabling if necessary.

Only the Kijfhoek railway yard is provided with specific facilities, namely a shunting hump, rail brakes and a hump control system.

Kijfhoek shunting hump		
1. General information		
1.1	Service	The use of the shunting hump at the Kijfhoek Railway yard. The shunting hump is a facility under Category 2 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

Kijfhoek shunting hump		
2.1	Description	This service concerns the use of the shunting hump at the Kijfhoek railway yard, including the shunting facilities present here, such as rail braking and the hump process control system. The use of the tracks at the Kijfhoek railway yard, equipped with walkways and lighting managed by ProRail and including any facilities available (e.g. brake hose boxes) are not part of the Kijfhoek shunting hump but of the stabling service. For this, see Chapter 5.3.1.4.1
3. Description of the facilities		
3.1	Locations	The shunting hump is located on the Kijfhoek railway yard. Information about the available stabling yards and facilities is available in the form of maps. These maps are available via the Logistics Portal of ProRail
3.1.1	Opening times	Regular opening hours: Monday to Friday from 00:00-24:00 hours, Saturday 07:00-15:00 hours, Sunday 23:00-24:00 hours. Public holidays are considered as Sundays. In order to use the hump at the times when the hump is closed, a written request must be submitted at the latest six weeks in advance (via email address oss@prorail.nl).
3.1.2	Technical characteristic	The Kijfhoek shunting yard is equipped with a shunting hump, rail braking and a hump process control system. Using the Kijfhoek shunting hump is only possible with locomotives that are fitted with equipment for communication with and control by the hump process control system. These locomotives are not part of the service facility provided by ProRail.
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	The tariff for using the Kijfhoek shunting hump is charged on the 43 tracks on the Kijfhoek railway yard that are equipped with shunting facilities for the hump process. For the tariff, see Chapter 6.3.2.2 of the Network Statement. The use of the tracks located on the Kijfhoek railway yard is not included in this tariff for the shunting hump Kijfhoek. A separate tariff is charged for the use of tracks. See also Chapter 6.3.2.2 of the Network Statement.
4.2	Information regarding user charge discounts	The tariff for the use of the Kijfhoek shunting hump is subject to a transitional scheme, whereby the full tariff will be charged step by step over a number of years. This transitional scheme applies only to the tariff for the use of the Kijfhoek shunting hump, not to the tariff for the use of the tracks that are located on the Kijfhoek railway yard. See Chapter 6.3.2.2 of the Network Statement.
5. User conditions		
5.1	Legal requirements	Clients of the service are railway undertakings that have a valid Access Agreement. The Kijfhoek shunting hump can only be used in combination with the shunting service (see Chapter 1.4 and Chapter 5.3.1.4.1 of the Network Statement). The conditions that apply to the shunting service therefore also apply to the use of the Kijfhoek shunting hump.
5.2	Technical requirements made of rolling stock	The service is limited to use by normal traffic, not being Exceptional Transport (see Section 1.2 of Appendix 6).
5.3	Independent use	The Kijfhoek shunting hump is equipped with an automated hump control system. Traction vehicles used for shunting via this hump must be fitted with equipment for communication with and control by the hump process control system.
5.4	IT systems	See 5.3.
6. Capacity request		
6.1	Access request	The process for requesting access to and allocation of stabling tracks is described in Chapter 4.9 of the Network Statement.

5.3.1.4 Stabling yards

5.3.1.4.1 Stabling

Stabling		
1. General information		
1.1	Service	Tracks, possibly equipped with walkways, lighting and facilities managed by ProRail.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	This service comprises: • The use of tracks for the parking of rolling stock between an arriving train path and an departing train path, where both train paths have a different train number[70]. • The use of the WLIS application, necessary for the registration of position and loading of freight wagons at railway yards. • The use of the following facilities is included: Depot power supply, Train preheating, Filler hydrants, Service points, Brake-testing cabinets, Guidance for (dis)embarking facilities, service paths and roads.
3. Description of the facilities		
3.1	Locations	Information about the available stabling yards and facilities is available in the form of maps. These maps are available via the Logistics Portal of ProRail
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
3.1.2	Technical characteristic	The facility consists of one or more tracks equipped for the parking of rolling stock. The stabling yard also includes facilities for train personnel to reach and leave trains.
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	For the tariffs, reference is made to Chapter 6.3.2.2 of the Network Statement.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	Clients of the service are railway undertakings that have a valid Access Agreement. The use of stabling tracks with certain categories of railway vehicles and/or loads may be subject to restrictions under environmental laws and regulations. The environmental permit is the legal framework against which the capacity applications for the stabling service are tested. All current environmental permits (and environmental notifications) are available for consultation on the Logistics Portal of ProRail. These permits contain all the provisions with which titleholders must comply. Stabling tracks in a centrally controlled area, fitted with GRS and JADE track circuit detection, are subject to rust clearance regulations. Further clarification is provided in Section 2.5 of Appendix 6 of the Network Statement. Walkways may only be used by foot to gain access to, inspect, board and disembark from railway vehicles. The railway undertakings are responsible for the safe use of walkways. The use of platform tracks for stabling is only permitted at times that there is no need for the (dis)embarking of passengers, and through traffic is not affected.
5.2	Technical requirements made of rolling stock	The service is limited to use by normal traffic, not being Exceptional Transport (see Section 1.2 of Appendix 6).
5.3	Independent use	The transport operator can independently use the assigned stabling tracks.

[70] This does not include turning trains that require a different train number due to system requirements.

Stabling		
5.4	IT systems	N/A
6. Capacity request		
6.1	Request for access to the stabling yard	The process for requesting access to and allocation of stabling tracks is described in Chapter 4.9 of the Network Statement.
6.2	Response to the request	See Chapter 4.9 of the Network Statement.

5.3.1.4.2 Depot power supply

Depot power supply		
1. General information		
1.1	Description	This service includes the use of an electrical connection for the supply of non-traction electric train systems.
1.2	Locations	Information on the presence of depot power supply at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal of ProRail.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	Wall socket (predominantly type CEE 3-pole for 230V and type CEE 5-pole for 400V) ProRail offers various types: 230V, 1-phase AC, various currents 400V, 3-phase AC, various currents

5.3.1.4.3 Train preheating

Train preheating		
1. General information		
1.1	Description	Electricity connection for the climate control of railway vehicles and non-traction electric train systems.
1.2	Locations	Information on the presence of train preheating at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal of ProRail.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	Socket with 1500V DC from the overhead contact line: - fixed wall socket, 1500V DC - flexible socket, 1500V DC

5.3.1.4.4 Filler hydrants

Filler hydrants		
1 General information		
1.1	Description	Water connections for the filling of the reservoirs of railway vehicles and the cleaning of the cabin window.
1.2	Locations	Information on the presence of filler hydrants at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal of ProRail
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	Water connections along stabling tracks.

5.3.1.4.5 Service points

Service points		
1. General information		
1.1	Description	Utilities to support the internal cleaning of railway vehicles.

Service points		
1.2	Locations	Information on the presence of service points at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal of ProRail
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	Service points are cabinets to which one or more utilities are connected. • hot water • cold water • sink with sewerage connection • fixed wall socket, 230V AC • fixed wall socket, 400V AC

5.3.1.4.6 Brake-testing cabinets

Brake-testing cabinets		
1. General information		
1.1	Description	Compressed air connections for the testing of vehicle brake systems.
1.2	Locations	Information on the presence of brake-testing cabinets at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal of ProRail
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	Delivery point for compressed air and air hoses, available in two types: - with remote control - without remote control

5.3.1.4.7 Guidance for (dis)embarking facilities

Guidance for (dis)embarking facilities		
1.General information		
1.1	Description	Guidance for mobile boarding platforms for the (dis)embarking of train personnel.
1.2	Locations	Information on the presence of facilities at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal of ProRail
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	- Guidance via concealed gutter - Guidance via tube

5.3.1.4.8 Service paths and roads

Service paths and roads		
1. General information		
1.1	Description	Paved paths and roads along service tracks for internal cleaning, filling/emptying of reservoirs, inspection and minor maintenance of vehicles.
1.2	Locations	Information on the presence of facilities at specific stabling yards is available in the form of maps. These maps are available via the Logistics Portal of ProRail
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	Types of paving: • industrial concrete plates • asphalt • clinkers or street tiles • porphyry Service pathways are positioned predominantly at the top of the sleeper and the top of the rail.

5.3.1.4.9 Faeces discharge

ProRail does not offer any specific facilities for faeces discharge trolleys. The use of ProRail's sewerage connections and electric charging points for faeces discharge trolleys is only permitted following specific agreement with ProRail. ProRail reserves the right to offer other locations, subject to deviating conditions, for mobile faeces discharge than those agreed upon when the Network Statement was published. ProRail is the owner of two fixed faeces discharge systems for the emptying of closed toilet systems and the filling with rinsing water. These systems are located in Groningen and Leeuwarden. ProRail will not realise any additional fixed faeces discharge systems.

5.3.1.5 Maintenance facilities[71]

Maintenance facilities are provided by specialised service providers. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the website of ProRail.

5.3.1.6 Other technical facilities[72]

Other technical facilities are provided by specialised service providers. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the website of ProRail.

5.3.1.7 Sea and inland port facilities

Sea and inland port facilities are available from specialised service providers. ProRail does not offer any related service facilities. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the website of ProRail.

5.3.1.8 Assistance and support facilities

ProRail does not provide any separate assistance and support facilities. Services regarding disaster handling are described in Chapter 5.2.1. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the website of ProRail.

5.3.1.9 Refuelling facilities

Refuelling facilities		
1. General information		
1.1	Service	The service concerns the access to and use of refuelling facilities. Refuelling facilities are a facility under Category 2 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Facility for the delivery of fuel to traction vehicles. (For the delivery of fuel, see Chapter 5.3.2.4 of the Network Statement).
3. Description of the facilities		
3.1	Locations	See Appendix 21
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.

[71] Except for large-scale maintenance service facilities intended only for high-speed trains or other types of rolling stock requiring specific facilities.

[72] Including cleaning and washing facilities.

Refuelling facilities		
3.1.2	Technical characteristic	Refuelling facilities are available in three configurations, see Appendix 21 of the Network Statement: • Equipped (exclusively) for refuelling by means of the delivery unit that forms part of the refuelling facility. • Equipped for refuelling by means of the delivery unit that forms part of the refuelling facility, and for refuelling from a mobile tanker ('mobile refuelling'). • Equipped (exclusively) for refuelling from a mobile tanker ('mobile refuelling'). A refuelling facility with delivery unit offers a minimum of 2 delivery connections, one low flow rate connection with a nozzle and a high flow rate connection with a spill-free connector according to STANAG-3756 (1“) with an electric overfill safety. The policy of ProRail is to discourage use of the nozzle connectors. Any decision to discontinue use of the nozzle connectors at one or more refuelling facilities will, following consultation with the railway undertakings, be announced at least 2 years in advance.
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	The charge for the use of the refuelling facilities with delivery system is charged by ProRail to the operator of the refuelling facilities. The charge for the use of the refuelling facilities is included in the charge for the stabling service (see Chapter 6.3.2.2 of the Network Statement).
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	Clients of the service are railway undertakings that have a valid Access Agreement. Use of the refuelling facilities take place in accordance with the regulations in the environmental permit, if applicable. • Use of the refuelling facilities in a manner other than for which it is designed according to Appendix 21 of the Network Statement (for refuelling by means of the delivery unit and/or from a mobile tanker) is not permitted. • In case of refuelling facilities that are equipped with a delivery unit, refuelling by means of the delivery system is exclusively possible on the basis of an agreement between the railway undertaking and the operator of the refuelling facilities. Based on an agreement with ProRail, the operator is obliged to offer the delivery of fuels via these facilities to all railway undertakings in a non-discriminatory manner. VIVENS can provide information on the various operators. The operator of the refuelling facilities can impose supplementary conditions with regard to use of the refuelling facilities, for example, with regard to preliminary notification and the time periods within which delivery can be made. • The conditions concerning soil protection are stated in Chapter 3.4.2.3 of the Network Statement.
5.2	Technical requirements made of rolling stock	The rolling stock has the right fill openings for taking in fuel.
5.3	Independent use	The refuelling facilities can be used independently by the transport operators.
5.4	IT systems	N/A
6. Capacity request		
6.1	Access request	Use of the refuelling facilities is linked to the capacity allocation of the track along which the facility is located. The process for requesting access to and allocation of this track is described in Chapter 4.9 of the Network Statement.

5.3.2 Provisioning of services at the facilities

With regard to the use of the facilities stated in the previous chapter, the following services are offered:
1. Travel Information
2. Shunting services.
3. Maintenance services
4. Supply of fuel

5.3.2.1 Travel Information

The Travel Information service is provided by Nederlandse Spoorwegen (NS).

Travel Information		
1. General information		
1.1	Service	The Travel Information service comprises the following aspects: A. Informing passengers at the stations on the performance of the timetable. B. The provision of source date for travel information to the National Data Public Transport (NDOV) counters.
1.2	Supplier	Nederlandse Spoorwegen (NS)
2. Description of the facilities		
2.1	Description	As regards the Travel Information service, the following types are available: A1. The provision of current information on destinations, train types, departure times and platforms via the presentation facilities (InfoPlusmiddelen) in station halls and on platforms. A2. The provision of current information by means of a public address system on departure times and platforms in case of deviations from the timetable. A3. The production of static information on destinations, train types, departure times and platforms that can be displayed in the departure frames in station halls and on the platforms. B1. The provision of the source data of travel information on stations to NDOV counters. B2. The provision of other source data (not falling under B1) of travel information to NDOV counters. Further information is available on the website of NS.
2.2	Where is the service provided	• Types A1 and A2: at all stations • Type A3: available at all stations on request
3. Request		
3.1	Contact details service provider	• Types A1, A2 and B1: NS, Travel Information Service Centre, request via the email address Travel information.DCRI@ns.nl. • Types A3 and B2: NSR, accessible via the email address Travel information.DCRI@ns.nl.
3.2	Delivery time	On request.
3.3	Terms of delivery	• Types A1, A2 and B1 are purchased together. • Types A3 and B2 are purchased separately. • The services provided to passenger transport operators within the context of concessions for public transport by train and other passenger transport operators.

5.3.2.2 Shunting services

Shunting services are provided by specialised service providers. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the website of ProRail.

5.3.2.3 Maintenance services

Maintenance services are provided by specialised service providers. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the website of ProRail.

5.3.2.4 Supply of fuel (relationship with the refuelling service)

The fuel supply service is provided by VIVENS.

Supply of fuel		
1. General information		
1.1	Service	Supply of fuel.
1.2	Supplier	VIVENS, for contact particulars see the website of VIVENS. The contact particulars of the operators are also available on the website of VIVENS.
2. Description of the facilities		
2.1	Description	The purchase of fuel and the supply of this fuel via a refuelling facility with delivery unit, for use by traction vehicles.
2.2	Where is the service provided	All refuelling facilities stated in Appendix 21 of the Network Statement are provided with a delivery system.
3. Request		
3.1	Terms of delivery	The terms of delivery are available on the website of VIVENS.
3.2	User conditions	The user conditions are available on the website of VIVENS.

5.4 Supplementary services

The service package 3, see Section 3 of Annex II to Directive 2012/34/EU, comprises the supplementary services specified below.

1. Tractive power
2. Services for railway vehicles
3. Exceptional transport and assistance services and assistance services

5.4.1 Tractive power

The supplementary service 'Tractive power' comprises the services below.

1. Transport of electric tractive power
2. Supply of electric tractive power

5.4.1.1 Transport of electric tractive power

Transport of electric tractive power		
1. General information		
1.1	Service	Transport of electric tractive power
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	The transport costs of electrical power charged by a third party to ProRail.
3. Description of the facilities		
3.1	Locations	The tracks that are fitted with an overhead line.
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00 hrs.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	Use of the overhead line infrastructure is included in the basic access package. The transport costs of tractive power charged by a third party to ProRail is charged on to the railway undertaking by means of the charge for the basic access package.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	Use of the overhead line infrastructure is included in the basic access package.

Transport of electric tractive power		
5.2	Technical requirements made of rolling stock	See Chapter 3.3.2.6 of the Network Statement.
5.3	Independent use	N/A
5.4	IT systems	N/A
6. Capacity request		
6.	Access request	The use of electric tractive power is linked to the capacity allocation. The process for requesting access is described in Chapter 4.9 of the Network Statement.

5.4.1.2 Supply of electric tractive power

Supply of electric tractive power		
1. General information		
1.1	Service	Supply of electric tractive power
1.2	Supplier	VIVENS, for the supply of electric tractive power for the Combined Network, for further information see the website of VIVENS. CIEBR, for the supply of electric tractive power for the Betuweroute, for further information see the website of CIEBR.
2. Description of the facilities		
2.1	Description	The purchase of electric tractive power and the supply of this electricity to railway vehicles via the tractive power supply system. This service is facilitated by. • VIVENS for the supply of electric tractive power to the Combined Network • CIEBR for the supply of electric tractive power to the Betuweroute and the Zevenaar – Zevenaar Grens route section. The supply of electric tractive power is available under competitive and non-discriminatory conditions to each and every railway undertaking, subject to a European tendering contract that has been concluded with the relevant power supplier.
2.2	Where is the service provided	The tracks that are fitted with an overhead line.

5.4.2 Services for railway vehicles

The use of train preheating is described in Chapter 5.3.1.4.3.
The supply of electrical power is part of the service as described in Chapter 5.4.1.

5.4.3 Exceptional transport and assistance services

5.4.3.1 Facilitating Exceptional Transport

Facilitating Exceptional Transport		
1. General information		
1.1	Service	ProRail facilitates Exceptional Transport by railway undertakings with standard and customised schemes. Facilitating exceptional transport is a service under Category 3 of Annex II, EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Standard and customised schemes for Exceptional Transport, see Chapters 2.5 and 4.7 of the Network Statement.
3. Description of the facilities		

Facilitating Exceptional Transport		
3.1	Locations	This service is provided on the main railway network.
3.1.1	Opening times	N/A
3.1.2	Technical characteristic	See Section 1.2 of the Operational Conditions (Appendix 6 of the Network Statement).
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information regarding the user charge	See Section 1.2 of the Operational Conditions (Appendix 6 of the Network Statement).
4.2	Information regarding user charge discounts	N/A
5 User conditions		
5.2	Technical requirements made of rolling stock	See Section 1.2 of the Operational Conditions (Appendix 6 of the Network Statement).
5.3	Independent use	N/A
5.4	IT systems	N/A
6 Capacity request		
6.	Request	Request via the One-Stop-Shop via oss-bv@prorail.nl

5.4.3.2 Towing services

Towing services		
1. General information		
1.1	Service	Towing services. Coordination of the Towing services is part of the train path service as described in Chapter 5.2.1.
1.2	Supplier	The railway undertaking(s) selected by ProRail on the basis of a tender procedure, or the railway undertaking that (in the opinion of ProRail) is best able to provide the service under the given circumstances.
2. Function		
2.1	Description	The delivery by a railway undertaking of towing services: • The towing from tracks of railway vehicles that as a result of an incident would restrict the availability of the railway infrastructure to other traffic. • The towing of railway vehicles that owing to wrongful use of capacity restrict the operations of the authorised capacity holder
3. Description of the facilities		
3.1	Where is the service provided	Throughout the network (both the main railway infrastructure and the locally controlled areas)
3.2	Terms of delivery	The towing of railway vehicles from tracks may be carried out without the express instructions of the railway undertaking responsible for the relevant vehicles, in accordance with the scheme set out in the General Terms & Conditions, Article 14. Towing can also carried out without the explicit instruction of the railway undertaking responsible for the relevant vehicles, insofar as the towing scheme has been agreed in the Operational Conditions. For towing runs as referred to above, the user charge for the Train Path service is nil (runs for maintaining the railway infrastructure).

5.5 Ancillary services

The service package 4, see Section 4 of Annex II to Directive 2012/34/EU, comprises the ancillary services specified below.

1. Access to the telecommunications network
2. Provision of supplementary information
3. Technical inspection of railway vehicles

4. Services regarding ticket sales at passenger stations
5. Special maintenance facilities

Costs are charged for these ancillary services, see Chapter 6.3.4.

5.5.1 Access to the telecommunications network

Use of the services GSM-R Voice Rail Safety (see Section 5 of Appendix 23), GSM-R Walkie-Talkies, and other rail related GSM-R Voice and Data are offered with respect to access to the telecommunications network. For the possible applications of the services GSM-R Walkie-Talkies, contact informatiediensten@prorail.nl.

5.5.1.1 GSM-R Walkie-Talkies

GSM-R Walkie-Talkies		
1. General information		
1.1	Facility	GSM-R Walkie-Talkies is a service under Category 4 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of this Network Statement.
2. Function		
2.1	Description	Operational voice communication (point-to-point and group communication via handhelds / walkie-talkies on railway yards or in tunnels). The service Voice Railway Safety is also supported within GSM-R Walkie-Talkies. A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	N/A
3.1.2	Technical characteristic	Operational voice communication (point-to-point and group communication via handhelds / walkie-talkies on railway yards or in tunnels). The service Voice Railway Safety is also supported within GSM-R Walkie-Talkies. A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	On request, depending on specific wishes (see Chapter 6.3.4).
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. Type-approved equipment shall be used.
6. Capacity request		
6.1	Access request	Via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Response to the request	Between two and six weeks for delivery of the GSM-R-SIM card, depending on the service.

5.5.2 Provision of supplementary information

The services below are provided in the area of timetable planning, timetable performance and performance analysis.

1. Provision of customised railway infrastructure data via Infra-Atlas
2. Provision of GeoData
3. Real time information on train movements (VIEW)
4. Real time information on train movements (MeekijkVOS)
5. Provision of planning and performance information (according to the NL standard)
6. Real-time information on international train movements (TIS)
7. RouteLint
8. ORBIT
9. Provision of Rolling Stock and Train Position Service (MTPS)
10. Information on train service performance: customised reports, provision of data and analysis
11. Information on historic train movements (TOON)
12. The provision of various measurement data from Quo Vadis and Hotbox systems
13. Sherlock

The services are provided exclusively to railway undertakings, unless stated otherwise.

5.5.2.1 Provision of customised railway infrastructure data via Infra-Atlas

Provision of customised railway infrastructure data via Infra-Atlas		
1. General information		
1.1	Facility	Provision of customised railway infrastructure data via Infra-Atlas is a service that falls under Category 4 of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of this Network Statement.
2. Function		
2.1	Description	Supply of specific information on the functionality of railway infrastructure from Infra Atlas This may concern a specific question about a cross-section or a question not described in the IRS IAUF (Interface Requirement Specification- Infra Atlas Exchange Format). For a description of Infra Atlas or to receive data within the Infra Atlas standard delivery package, see below.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	On request, depending on specific wishes.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	On request, depending on specific wishes (see Chapter 6.3.4) .
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	One or more data files (text files).
6. Capacity request		
6.1	Access request	Via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Response to the request	Within ten working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.2 Provision of GeoData

Provision of GeoData		
1. General information		
1.1	Facility	GeoData is a service under Category 4 of Annex II to EU Directive 2012/34.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Provision of current GPS/RD data, concerning the ProRail base map, Transfer, the ProRail Area Classifications and the Reference System. The message flow provides the user with a direct view of the infrastructure.
3. Description of the facilities		
3.1	Locations	n/a
3.1.1	Availability	On request.
3.1.2	Technical characteristic	n/a
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	This service is subject to a user charge, see Chapter 6.3.4.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The data is provided via the intranet.
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services (informatiediensten@prorail.nl)
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.3 Real-time information on train movements (VIEW)

Real-time information on train movements (VIEW)		
1. General information		
1.1	Facility	Real-time information on train movements is a service that falls under Category 4 of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of this Network Statement.
2. Function		
2.1	Description	VIEW provides real-time information on train movements and infrastructure conditions in the Netherlands. VIEW also makes deviations in the planning visible, provides information on all traffic and can zoom in on regional and route section level. • VIEW subscriptions at an OCCR workplace (VIEW type 3)
3. Description of the facilities		
3.1	Locations	A railway undertaking can only acquire a VIEW subscription if it is a member of the OCCR tenants association and has a workplace at the OCCR.
3.1.1	Availability	On request.

Real-time information on train movements (VIEW)		
3.1.2	Technical characteristic	VIEW only works with a JAVA version that supports JNLP. A version that also works without JNLP will become available in the course of 2020.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	This service is subject to a user charge, see Chapter 6.3.4.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The data is provided via the intranet.
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.4 Real-time information on train movements (MeekijkVOS)

Real-time information on train movements (MeekijkVOS)		
1. General information		
1.1	Facility	Real-time information on train movements with the aid of MeekijkVOS is a service that falls under Category 4 of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of this Network Statement.
2. Function		
2.1	Description	Real-time information on train movements of railway undertakings in the Netherlands using a view function in the traffic control system of ProRail. Via the MeekijkVOS application (national detail).
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	On request.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	This service is subject to a user charge, see Chapter 6.3.4.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Access to the MeekijkVOS application via a Citrix account, after which the view screens appear.
6. Capacity request		

Real-time information on train movements (MeekijkVOS)		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.5 Provision of planning and performance information (according to the NL standard)

Provision of planning and performance information (according to the NL standard)		
1. General information		
1.1	Facility	Planning and performance information (according to NL standard) is a service that falls under Category 4 of Annex II to EU Directive 2012/344
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of this Network Statement.
2. Function		
2.1	Description	Provision of real-time traffic plan data, related changes to the train service and performance information. The message flow provides the user with a direct view of operations.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	On request.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	A charge applies to the provision of planning and performance information (according to NL standard), see Chapter 6.3.4.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The data is provided via the intranet.
6. Capacity request		
6.1	Access request	Request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.6 Real-time information on international train movements (TIS)

Train Information System (TIS) is a web application made available by RailNetEurope to infrastructure managers and railway undertakings.

Real-time information on international train movements (TIS)		
1. General information		
1.1	Service	Real-time information on the timetable of international passenger and freight trains in large parts of Europe by means of a subscription to an interface supported by a large number of affiliated countries.
1.2	Supplier	RailNetEurope (support.tis@rne.eu)
2. Function		
2.1	Description	Train Information System (TIS) is a web application made available by RailNetEurope to infrastructure managers and railway undertakings. This service provides a link with traffic control systems, thereby providing real-time information on train movements. The system also includes an interface for exporting data in TSI format to own systems.
3. Description of the facilities		
3.1	Facility	Use is provided with a username and password to gain access to TIS.
3.2	Types	TIS is exclusively available as Internet application.
3.3	Where is the service provided	Not location bound. Available on any computer with an internet connection.
4. Capacity request		
4.1	Delivery time	Depending on the specific wishes of the railway undertaking.
4.2	Terms of delivery	The railway undertaking can gain access to data concerning own trains provided by the infrastructure managers with which an Access Agreement has been concluded. TIS is also offered to titleholders who are not qualified as railway undertakings.
4.3	User conditions	The user requires an internet connection and a reasonably recent web browser, such as Internet Explorer version 9, Chrome or Firefox.
4.4	Availability/Reliability	Availability of application: 7x24 hours (subject to emergencies and fixed maintenance periods, which are yet to be determined).

5.5.2.7 RouteLint

RouteLint		
1. General information		
1.1	Service	RouteLint is a facility under Category 4 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	RouteLint provides the driver with dynamic trip information on the current track occupation on his route. As a result, the driver receives data on trains that are running ahead and the train behind it that is being obstructed. RouteLint also provides information on inserting, branching and intersecting trains and the current delay of the trains on the route.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	On request.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	A charge is attached to the use of Routelint, see Chapter 6.3.4.

RouteLint		
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Provision of the RouteLint Interface to provide the driver with real-time information on his route. The information can be accessed in 2 ways: via RouteLint data or via a RouteLint app on the device made available by the railway undertaking.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.8 ORBIT

ORBIT		
1. General information		
1.1	Service	ORBIT is a facility under Category 4 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	ORBIT gives the driver a warning when he is approaching a red signal, buffer stop or stop sign in the centrally controlled area too fast. The service consists of the supply of: 1. Application on the hardware in the train. 2. Orbit monitoring reports 3. Daily provision of the ORBIT performance data. 4. Implementation of the relevant rolling stock data at the request of the transport operator 5. The possibility to switch off the sound on the train at the request of the transport operator.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	On request
3.1.2	Technical characteristic	Railway undertakings arrange hardware in the train. The hardware (On Board Unit) is available as a catalogue item from Strukton.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	A charge is attached to the use of ORBIT, see Chapter 6.3.4.
4.2	Information regarding user charge discounts	N/A
5. User conditions		

ORBIT		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	N/A
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.9 Provision of Rolling Stock and Train Position Service (MTPS)

Provision of Rolling Stock and Train Position Service (MTPS)		
1. General information		
1.1	Service	Provision of Rolling Stock and Train Position via MTPS (Rolling Stock and Train Position Service) is a facility under Category 4 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	The supply of real-time data on train positions on the basis of train detection systems. If a railway undertaking itself provides GPS positions to ProRail, this data is enriched by ProRail and the resulting train and rolling stock positions are made available.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	On request (indication: 1 to 2 months).
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	No user charge applies.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Data is provided via the Internet (https server in combination with certificates).
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.10 Information on train service performance: customised reports, provision of data and analyses

Information on train service performance: customised reports, provision of data and analyses		
1. General information		
1.1	Service	Train service performance - customised reports, provision of data and analyses is a service that falls under Category 4 of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	• Customised reports: reports in line with client requirements on the traffic performance of the own train service (punctuality, connections, cancellation and registered causes of delays). The customised report can include comparisons in terms of location and time, for example. • Customised data provision: receipt of customised data on the performance of the own train service. • Customised analyses: receipt of analyses on the own train service, establishing a relationship between the causes and consequences of traffic performance, punctuality and connections, along with an explanation thereof.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	On request
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	On request, depending on specific wishes (see Chapter 6.3.4).
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Users require Internet access with at least Internet Explorer 9 as the browser.
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Response to the request	Within ten working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.11 Information on historic train movements (TOON)

Information on historic train movements (TOON)		
1. General information		
1.1	Service	Information on historic train movements (TOON) is a facility that falls under Category 4 of Annex II to EU Directive 2012/34
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

Information on historic train movements (TOON)		
2.1	Description	TOON makes it possible to review historic train movements in relation to the actual infrastructure situation (signal aspect, switch position, route) at a certain point in time at a certain location.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	On request.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	TOON is subject to a user charge, see Chapter 6.3.4.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Users require Internet access with at least Internet Explorer 9 as the browser.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.12 The provision of various measurement data from Quo Vadis and Hotbox systems

The provision of measurement data from Quo Vadis and Hotbox systems		
1. General information		
1.1	Service	The provision of measurement data from Quo Vadis and Hotbox systems is a service that falls under Category 4 of Annex II to EU Directive 2012/34. The measurement data refer to the forces and temperatures of wheels and axles. The railway undertaking can use this data for preventive maintenance of its rolling stock and for steering and controlling its operating processes. Measurements are taken at 45 Quo Vadis and 31 Hotbox locations.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

The provision of measurement data from Quo Vadis and Hotbox systems		
2.1	Description	The system is available in 3 variants: • Provision of high values. Via an email message with Excel file. The data is available at soonest one day after measurement and at latest 5 days after measurement. • Provision of all measurement data. Via a subscription to a FTP server where the raw measurement data is prepared in XML format. This applies to rolling stock provided with RFID tags. For rolling stock provided with RFID tags, the data are available within minutes. In case of trains without tag, the data is available at soonest one day after measurement and at latest 5 days after measurement. • Customised reports. Delivery depends on wishes. More product information about Quo Vadis is available at materieelimpact@prorail.nl.
3. Description of the facilities		
3.1	Locations	Measurements are taken at 43 Quo Vadis and 22 Hotbox locations.
3.1.1	Availability	On request.
3.1.2	Technical characteristic	a) Provision of high values list A daily list of trains of the relevant railway undertaking that have been measured with higher wheel and axle load values. The list provides the train number, location and time of the measurement, the axle number, side of the wheel (left or right), the measured speed and the measured values. This variant is offered actively and free of charge to railway undertakings. b) Provision of all measurement data An overview (daily or nearly real time) of all measurement data of trains of the relevant the railway undertaking. This includes the following information: 1. peak force 2. axle load 3. skew load 4. train weight 5. train speed 6. temperature of the running surface of the wheels and axle boxes c) Customised reports
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	A charge is attached to the use of information/reports from Quo Vadis, see Chapter 6.3.4.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	N/A
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
6.2	Response to the request	a) Within one month after request b) Two to three months after request c) Depending on requirements
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.2.13 Sherlock

Sherlock		
1. General information		
1.1	Service	Sherlock is a facility under Category 4 of Annex II to EU Directive 2012/34.
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Sherlock is a software tool that supports users with train performance analysis. The tool collect realisation data from various sources terms and combines these wherever possible. Sherlock includes data on punctuality, train characteristics, rail use, signal passages and intervention measures. Various algorithms serve to enrich the data and provide clarification wherever possible. This helps users to gain an integral view of the (train) performance. Sherlock undergoes continuous development and no guarantee can be given as regards the completeness, availability and reproducibility of the incorporated data.
3. Description of the facilities		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed periods for maintenance and disasters, which are yet to be determined).
3.1.2	Technical characteristic	Access to the Sherlock application via an external ProRail account.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	On request, depending on specific wishes (see Chapter 6.3.4).
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	The conditions of the disclaimer must be accepted using Sherlock for the first time.
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Users require an internet connection and browser, at least Internet Explorer 9.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Response to the request	Within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

5.5.3 Technical inspection of railway vehicles

ProRail does not perform any inspections of railway vehicles. The inspection of railway vehicles is carried out by inspection bodies designated by the Minister of Infrastructure and Water Management for the approval and certification of new and revised railway vehicles. The inspection bodies are stated on the website of the Transport Inspectorate.

5.5.4 Services regarding ticket sales at passenger stations

Services regarding the sale of tickets are provided by railway undertakings.
For the use of a location for ticket sales, see Chapter 5.3.1.1.

5.5.5 Special maintenance facilities[73]

Special maintenance facilities are available at overhaul and maintenance firms. ProRail does not provide any services in terms of special maintenance facilities. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the website of ProRail.

5.6 Other services

5.6.1 Energy Collection Application (ECA)

ECA		
1. General information		
1.1	Service	Energy Collection Application (ECA)
1.2	Supplier	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	This application facilitates the settlement of energy costs for tractive power consumed by railway undertakings. This service concerns the collection of specific rolling stock information of railway undertakings and the enrichment of realised traffic data with this specific rolling stock information. The collected data is delivered to ERESS (VIVENS and CIEBR). ERESS combines the information with data from certified measuring systems in the locomotive for the purpose of settling the energy costs of electricity consumed and for the billing of the charge for the tractive power supply service offered as part of the basic access package. The activities and systems of ERESS, VIVENS and CIEBR do not belong to this ECA service.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability: 7 x 24 hours
3.1.2	Technical characteristic	The data for EVA is provided by railway undertakings via the Common Interface in the form of TCM and PTCPM messages.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information regarding the user charge	For the charge for this service, see Chapter 6.3.5.1 of the Network Statement.
4.2	Information regarding user charge discounts	N/A
5. User conditions		
5.1	Legal requirements	EVA is made available to all titleholders with an Access Agreement.
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	N/A

[73] Major maintenance services provided in maintenance facilities reserved for high-speed trains or other types of rolling stock requiring specific equipment.

ECA		
6. Capacity request		
6.1	Access request	N/A
6.2	Response to the request	N/A
6.3	Information on capacity availability and temporary capacity restrictions	N/A

6 Charges

This chapter describes the user charge. The term 'user charge' is a collective term for the various charges paid by railway undertakings to ProRail in connection with the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith. The user charge consists of:

1. the charge for the basic access package (Category 1 services)[74], possibly supplemented by a charge as referred to in Article 62(2) and 6(a)[75] and (b)[76] Railways Act;
2. the charge for Category 2, 3 and 4 services (insofar as they are offered by ProRail)[77];
3. levies, discounts, addition or deduction as referred to in Section 62(6)(c), (d)[78], (f) and (g) Railways Act.

Schematically shown, ProRail's user charge consists of the following elements:

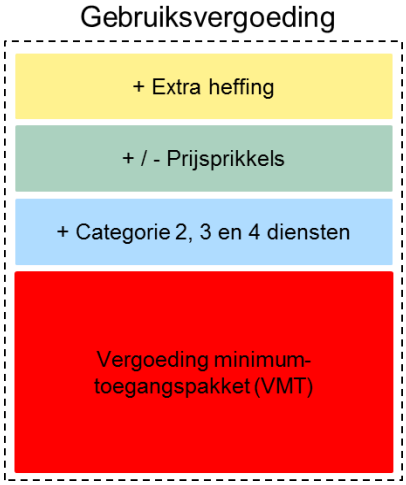


Figure 6.1 Structure of the user charge

The tariffs of the charges are mentioned per service in Chapter 6.3.

6.1 Charging principles

The charges are agreed between ProRail and the titleholder and laid down in the Access Agreement, in accordance with the statutory provisions.

Charging framework
The statutory charging framework, as referred to in Directive 2012/34/EU, Article 29(1), comprises[79]:
a. Railways Act, Section 62.
b. Implementation Directive 2012/34/EU on establishing a single European railway area
The text of the above provisions can be consulted via Table 1.1 in Chapter 1.3.

74 See Annex II, point 1 of the Directive.
75 See Railway Capacity Allocation Decree.
76 See Implementing Regulation 2015/429 setting out the modalities to be followed for the application of the charging for the cost of noise effects.
77 See Annex II, points 2, 3 and 4 of the Directive. Category 2 services concern the (access to) service facilities and to the services provided in those facilities, Category 3 services concern supplementary services, category 4 services concern ancillary services.
78 See HSL Levy Decree.
79 Exploratory memorandum to Implementation Directive 2012/34/EU on establishing a single European railway area, Chapter 3.1 (Bulletin of Acts and Decrees 2015 461).

Surcharge for scarce capacity
ProRail can reach agreement on a surcharge for the use of the congested main railway network, see Chapter 6.4.1.

Cancellation charge
ProRail applies a cancellation charge in case of requested capacity for train paths that is cancelled or for agreed capacity for train paths that is not used, see Chapter 6.4.2.

HSL levy
The HSL levy for the use of the route sections Hoofddorp – Rotterdam West and Barendrecht – Belgian border shall comply with the regulations of the HSL Levy Decree 2015.[80] The HSL levy is calculated per train kilometre over the distances between the following timetable points:

- Hoofddorp Midden – Rotterdam Hogesnelheidslijn Aansluiting (46.0 km)
- Rotterdam Lombardijen – Hogesnelheidslijn Breda Grens (48.6 km)
- Rotterdam Lombardijen – Zevenbergschenhoek Aansluiting (29.2 km)
- Breda Aansluiting – Hogesnelheidslijn Breda Grens (15.1 km)

The HSL levy is charged for train paths that are actually used, as well as for train paths that have been allocated to the railway undertaking on conclusion of the Access Agreement, but which have not been used by the railway undertaking.

Excluded are train paths that the railway undertaking was only able to use with a delay (or with a increase in delay) of more than 10 minutes in connection with infrastructural defects to the railway infrastructure belonging to the Hoofddorp - Rotterdam West and Barendrecht - Belgian border high-speed lines, or was not able to use as a result of the nonavailability of any part of the high-speed network or the connecting main railway infrastructure as referred to in Section 3(2)(a) HSL Levy Decree 2015. Also excluded are paths used by the titleholder for work to be carried out on or on the main railway network at the direction of the network manager or for the management of the main railway network, as referred to in Section 3(1)(c) HSL Levy Decree 2015.

Discount for silent wagons
A discount scheme applies to railway undertakings that run retrofitted freight wagons, see 6.4.5.

Extra levy
ProRail imposes an extra levy on titleholders. By means of the extra levy, an additional part of the costs for management, maintenance and replacement (MMR) of the track is charged to titleholders pursuant to Section 62(6)(c) Railways Act. See Chapter 6.3.5.

Performance scheme
ProRail establishes a performance scheme that encourages railway undertakings and the network manager to minimise disruptions and improve the performance of and on the main railway network, see Chapter 6.5.

6.2 Charging scheme

Cost allocation and tariff calculation Category 1 services (basic access package)
For the allocation of the costs for the Category 1 services offered and the calculation of the charges for these services, ProRail uses the method described in the 'Method for allocation of costs to the basic access package 2017' dated 20/11/18. This document is available on the website of ProRail.

On the Logistics Portal of ProRail, ProRail provides titleholders with a calculation of the tariffs, in line with the allocation method, for the charges for the various services belonging to the basic access package to be applied for the year 2021.

Cost allocation and tariff calculation Category 2 services
In allocating the costs for the offered Category 2 services, namely shunting, use of the Kijfhoek shunting hump, the transfer service and to calculate the charges for these services, ProRail uses the

[80] Section 2 HSL Levy Decree 2015.

methods described in the documents 'Method for transfer allocation' dated 22 August 2018 and 'Method for allocation Kijfhoek shunting hump' dated 30 August 2019. These documents are available on the website of ProRail.

Cost allocation and tariff calculation Category 4 services
For the allocation of the costs for the Category 4 support services offered, access to the telecommunications network and the provision of additional information, ProRail uses the method described in the document 'Method for the allocation of ICT services' dated 30 August 2019. This document is available on the website of ProRail.

Determination of ability to pay and tariff calculation extra levy
ProRail charges the extra levy to titleholders on the instructions of the Minister of Infrastructure and Water Management. The total amount of the extra levy is determined by the Minister.[81] The market segments, the (relative) financial capacity of these segments and the amount of the extra levy per market segment are based on the 'Market-can-bear test 2020 - 2024'. For the calculation of the extra levy tariff, ProRail uses the 'Method of allocation extra levy 2018' dated 22 August 2018. These documents are available on the website of ProRail.

ProRail distinguishes the following market segments for the application of the extra levy:
- Freight transport
- Public passenger transport on the basis of a concession as referred to in Section 20 (1) or (4) Passenger Transport Act 2000
- Other passenger transport

Rules of procedure
► Agreement on the charges is subject to the rules below.
   a. The tariffs of the charges, surcharges, additions, deductions and discounts as included in the Network Statement are non-negotiable.
   b. All charges are agreed in the Access Agreement, on the understanding that the cancellation charges and surcharges for scarce capacity described in the Network Statement are already applicable at the time a capacity request is submitted for the 2021 Timetable. ◄

Charging regulations
The ProRail charging system for 2021 is based on the principles below.
a. The charges for the basic access package and Category 2 services transfer and stabling are based on ProRail's average budgeted costs and average budgeted scope of use for the period 2020 - 2022.
b. For the use of the high-speed railway network, ProRail applies a levy that also serves to cover the costs of any party other than the network manager with regard to the investment projects.
c. In the interests of the effective management of capacity, ProRail applies cancellation charges not based on cost allocation for the failure to use capacity applied for or agreed to.
d. ProRail applies surcharges not based on cost allocation for scarce capacity as an instrument in the handling of incompatible requests in the capacity allocation process.
e. ProRail applies surcharges and discounts not based on cost allocation as an instrument in schemes to stimulate the performances of the railway infrastructure.
f. The user charges for the supplementary and auxiliary services, insofar as provided exclusively by ProRail, are based on actual costs.

The services to be provided are settled on the basis of actual use or in accordance with scheduled use or agreed consumption, as indicated in Chapter 6.3.

[81] Article 11(e) Implementation Directive 2012/34/EU on establishing a single European railway area

6.3 Tariffs

This chapter states the tariffs of the services provided by ProRail at a fixed tariff. The tariffs are stated exclusive of VAT. For the tariffs of services offered by other providers, reference is made to the website of the provider; see the description of the service in Chapter 5.

The tariffs are based on price level 2020, unless stated otherwise. Indexation of these tariffs to price level 2021 will take place according to the price development of the consumer price index (CPI) as stated in the central economic plan of the CPB (Netherlands Bureau for Economic Policy Analysis).

Tariffs applicable for the period from 13 December 2020 up to and including 31 December 2020 are those applicable on 12 December 2020 as stated in the Network Statement 2020.

6.3.1 Basic access package

The tariffs for the basic access package are stated in accordance with the classification of the services, see Chapter 5.2, which form part of the basic access package:
1. Train path
2. Traction and power supply

The tariffs related to the basic access package apply to the entire main railway network.

Zero rate exemption scheme relating to management
A user charge of nil applies for the use of capacity for the performance of instructions by the network manager with regard to the management of the railways. To this end, ProRail allocates a number of specific series of train numbers, which may be used exclusively for traffic run in the performance of instructions given by ProRail.

6.3.1.1 Train path

The tariff per train kilometre for the use of train paths, including the handling of requests for railway infrastructure capacity and the delivery of information as stated in Chapter 5.2.1, depends on the weight category of the train and amounts to:

Table 6.1 Tariff for the use of train paths

Weight category of the train	Tariff (per train kilometre)
up to 120 tons	€ 0.7872
from 121 to 160 tons	€ 0.9840
from 161 to 320 tons	€ 1.2516
from 321 to 600 tons	€ 1.7397
from 601 to 1,600 tons	€ 2.7945
from 1,601 to 3,000 tons	€ 3.3612
from 3,001 tons	€ 3.6446

The volume of use, is determined on the basis of actual use of train paths. ProRail registers the distances travelled in the traffic control systems. These distances are rounded to 0.1 km. Distances < 3.0 km as well as distances travelled on decommissioned tracks are not taken into account.

Train tonnages are measured using ProRail's weighing systems. Trains that pass multiple weighing points during their trip are settled at the average tonnage measured at the various weighing points. Tonnages are rounded to 1 ton. Trains that do not pass a weighing point during their run or for which no measured weight is available are settled at a standard train weight agreed in the Access Agreement.

Regulations to be agreed upon
► ProRail wants to include a table in the Access Agreement stating standard train weight per running characteristic. ◄

Included subscriptions VIEW, SpoorWeb and ORMAS Portal
Depending on the estimated number of train paths, the titleholder is provided with a number of subscriptions to the View type 1 (internet), Spoorweb and ORMAS Portal applications according to the table below.

Table 6.2 Number of subscriptions included in the charge for the use of train paths

Budgeted traffic volume per year (train kilometres)	number of subscriptions VIEW	number of subscriptions SpoorWeb/ISVL
from 5.0 million	10	40
between 2.5 and 5.0 million	5	20
between 1.0 and 2.5 million	2	8
to 1.0 million	1	4

A separate charge is agreed for more subscriptions than stated in Table 6.2. See Chapter 6.3.4.

ProRail will on exceedance of the number of allocated subscriptions contact the railway undertaking before providing further access to the application.

Included subscription to Approval Monitoring
Depending on the estimated number of train paths, the titleholder is provided with a number of subscriptions to the Approval Monitoring application. The standard for this is 1 subscription per 1,000,000 budgeted train kilometres per year, with a minimum of 2 subscriptions.

A separate charge is agreed for additional subscriptions. See Chapter 6.3.4.

ProRail will on exceedance of the number of allocated subscriptions contact the railway undertaking before providing further access to the application.

Exemption scheme Enschede – Enschede Grens
The volume of the use of train paths on the Enschede-Enschede Grens (direction Gronau) route section will, due to the absence of recording traffic control systems, be settled on schedule basis. In determining the weight category, the unladen weight of a train set type normally deployed by the railway undertaking is assumed. To compensate for any kilometres not run, 98.5% of the scheduled train kilometres are invoiced.

Costs of deployment of the response organisation
The maintenance costs for the repair of safe and undisturbed train traffic carried out by the response organisation are included in the tariff per train kilometre (see Table 6.1). The costs of deployment of the response organisation are charged to the party that caused the deployment of the response organisation or to whom this can be attributed. Costs of deployment of the response organisation include the out of pocket costs, i.e. the external costs that the response organisation had to incur in the context of deployment, for example by hiring equipment and/or (facilities for) personnel.

HSL levy
The titleholder will from 1 February 2021 owe the HSL levy over the time period from 13 December 2020 until 31 December 2020, to be determined in consultation with the titleholders on the basis of a provisional settlement of a forecast or allocated number of train kilometres of the titleholders on the high-speed railway network during the 2020 calendar year.

The titleholder will from 1 February 2022 owe the HSL levy over the time period from 1 January 2021 until 11 December 2021, to be determined in consultation with the titleholders on the basis of a provisional settlement of a forecast or allocated number of train kilometres of the titleholders on the high-speed railway network during the 2021 calendar year.

Final settlement will follow when the HSL levy has definitively been set in accordance with the provisions of the Decree HSL Levy 2015.

6.3.1.2 Tractive power supply

The charge for use of the tractive power supply is settled in proportion to the number of kilowatt hours delivered via the tractive power supply, with a distinction according to consumption on the 1500 V DC

network and the 25 kV AC network. The tariff per kilowatt hour for the use of the tractive power supply is shown below.

Table 6.3 Tariff for the use of the tractive power supply

Tariff (per kilowatt hour)
€ 0.024137

The transport of electric tractive power (see Chapter 6.3.3.1) is included in this charge.

ProRail invoices the charge for the use of the tractive power supply on the basis of the electrical energy consumed. Information about the amount of energy consumed is supplied to ProRail by Eress (VIVENS and CIEBR).

6.3.2 Use of facilities

6.3.2.1 Transfer

The tariff per stop for the use of passenger platforms and transfer areas with accompanying facilities depends on 5 station categories and 3 train stop codes and is stated below.

Table 6.4 Tariff for the use of passenger stations

Station class	Tariff (per stop)		
	Train stop code		
	A	B	C
Stop	€ 0.56	€ 0.92	€ 1.14
Basic	€ 0.98	€ 1.62	€ 1.99
Plus	€ 1.58	€ 2.63	€ 3.22
Mega	€ 1.99	€ 3.30	€ 4.03
Cathedral	€ 4.92	€ 8.18	€ 10.01

The volume of use, the number of stops, is determined on the basis of actual use.

The classification into 5 station categories (stop, basic, plus, mega, cathedral) is provided in Appendix 25 and is based on the estimated numbers of (dis)embarking passengers, with the threshold values < 1000 / 10,000 / 25,000 / 75,000 / >75,000 (dis)embarking passengers per day.

The applicable train stop code (A, B, or C) is determined on the basis of the train number, subject to the rules below.

- Train stop code A: train for passenger transport that during its route from start to end station according to the timetable (the trip under one train number) stops at all stations or fails to stop at no more than 15% of the stations.
- Train stop code B: train for passenger transport that during its route from start to end station according to the timetable (the trip under one train number) stops at a minimum of 50% of the stations or which forms part of a train series of which at least 90% is run in a composition with no more than 150 seats.
- Train stop code C: train for passenger transport, not subject to any conditions with regard to the percentage of stations at which no stop is made.

In setting the charge, the number of stops for every train for which a passenger train running characteristic is entered is determined on the basis of the Departure and Short Stop activities in the ProRail traffic control systems. Which train stop code is applicable per train number series is determined in the Access Agreement. The renumbering of train numbers (including lead figures) has no impact on the original train stop code.

Exemption scheme Enschede – Enschede Grens
Use of the passenger platforms and transfer area with accompanying facilities service for trains on the Enschede-Enschede Grens (direction Gronau) route section will, due to the absence of recording

traffic control systems, be settled on schedule basis. To compensate for any kilometres not run, 98.5% of the scheduled stops are invoiced.

6.3.2.2 Stabling

The tariff for reserving capacity for stabling and shunting is:

Table 6.5 Tariff for reserving capacity for stabling and shunting

Tariff per minute
€ 0.03612 + €0.00001020 x track length in metres

Invoicing takes place per minute. No exempt period applies.

The capacity of the entire effective length of the track in metres is charged.

If the capacity is allocated to multiple titleholders (e.g., timesharing), the charge is divided equally over the relevant titleholders. Titleholders can jointly request ProRail to charge the costs (together 100%) according to a different ratio, e.g., by dividing the length. This only applies to timetable requests and Late Path Requests that concern all days of the timetable year.

No settlement will take place if due to incidental works on or near the main railway network, or in case of emergencies, use shall be made of tracks for which no user rights were acquired, or use shall be of tracks for which user rights were acquired, but which could not be used.

If replacement capacity is agreed in case of competing requests for stabling capacity and the maintenance roster during the coordination of the timetable, the user right charge will be based on the original request.

It is possible to return capacity, subject to a notice period of one month. The charge for the use of facilities at railway yards, see Chapter 5.3.1.4, is included in the charge for the use of tracks for stabling.

Zero rate exemption scheme relating to management
A user charge of nil applies for the use of capacity for the performance of instructions by ProRail with regard to the management of the railways. See Chapter 6.3.1. A party requesting capacity on stabling tracks that wishes application of the zero-rate scheme for the Category 2 stabling service is required to state such in its capacity request.

Kijfhoek shunting hump
The tariff for the use of the Kijfhoek shunting hump as calculated on the basis of the 'Method for allocation Kijfhoek shunting hump' amounts to € 0.11051 per minute per track.The tariff is billed per minute. The period for which the tariff for the use of these shunting facilities is charged is equal to the period for which the tariff for the reservation of capacity for stabling is charged.

The tariff for using the Kijfhoek shunting hump is charged on the 43 tracks on the Kijfhoek railway yard that are equipped with shunting facilities for the hump process. When using these tracks, the tariff will always be charged, even if no use is made of the (facilities of the) shunting hump.

It is possible to return capacity, subject to a notice period of one month.

Transitional scheme
The tariff for the use of the Kijfhoek shunting hump is subject to a transitional scheme, whereby the full tariff will be charged step by step over a number of years. In 2021, 40% of the tariff per minute per track of € 0,11051 will be invoiced, being an amount of € 0.04420 per minute per track.

Table 6.6 Tariff for use of the Kijfhoek shunting hump (including transitional scheme)

Tariff per minute per track

€ 0.04420

6.3.2.3 Refuelling facilities

The charge for the use of the refuelling facilities with delivery system is charged by ProRail to the operator of the refuelling facilities.

The charge for the use of the refuelling facilities without delivery system is included in the charge for the use of tracks for stabling (see Chapter 6.3.2.2).

6.3.3 Supplementary services

6.3.3.1 Transport of electric tractive power

The charge for the transport of electric tractive power charged by grid managers to ProRail, see Chapter 5.4.1.1, is settled in proportion to the number of kilowatt hours supplied via the tractive power supply, with a distinction according to consumption on the 1500 V DC network and the 25 kV AC network. The charge for the transport of electric tractive power is included in the tariff for the use of the tractive power supply (see Table 6.3) according to the basic access package.

6.3.3.2 Exceptional Transport

No specific charges apply to the 'Facilitating Exceptional Transport' service, see Chapter 5.4.3.1, if use is made of standard schemes offered by ProRail.

Customised schemes are charged on the basis of actual costs incurred that can be attributed to the relevant customised scheme. This concerns payment for the hours worked by ProRail and compensation of other costs made by ProRail for the relevant scheme.

6.3.4 Ancillary services

Charges apply to use of the 'Access to the telecommunications network' and the 'Provision of supplementary information' services, see Table 6.7.

Table 6.7 Charge for ancillary services

Service	Charge	Units
GSM-R Walkie-Talkies (see Chapter 5.5.1.1)	On request (customised)	
Customised supply of railway infrastructure via Infra-Atlas (see Chapter 5.5.2.1)	On request (customised)	
Provision of GeoData (see Chapter 5.5.2.2)	No charge applicable	
Real-time information on train movements (VIEW - type 3) (see Chapter 5.5.2.2)	€ 1,215.33	Per Account
Real-time information on train movements (MeekijkVOS) (see Chapter 5.5.2.4)	€ 999.06	Per Account
Provision of planning and performance information (according to the NL standard) (see Chapter 5.5.2.5)	€ 2,572.33	Per connection
RouteLint (see Chapter 5.5.2.7)	€ 0.00326	Per forecast train kilometre
ORBIT	€ 0.00535	Per forecast train kilometre

(see Chapter 5.5.2.8)		
Provision of Rolling Stock and Train Position Service (MTPS) (see Chapter 5.5.2.9)	No charge applicable	
Information on train service performance: customised reports, provision of data and analyses (see Chapter 5.5.2.10)	On request (customisation)	
Information on historic train movements (TOON) (see Chapter 5.5.2.11)	€ 551.12	Per Account
The provision of various measurement data from Quo Vadis and Hotbox systems (see Chapter 5.5.2.12)	On request (customisation)	
Sherlock (see Chapter 5.5.2.13)	On request (customisation)	

Depending on the budgeted number of train paths, a number of subscriptions to the applications View type 1 (internet), Spoorweb and Approval Monitoring will be made available as part of the minimum access package for each titleholder. Additional subscriptions in excess of the standard referred to in Chapter 6.3.1.1 are subject to a charge as stated in Table 6.8.

Table 6.8 Charge for extra subscriptions to category 1 services

Service	Charge	Units
Approval Monitoring	€ 961.55	Per Account
SpoorWeb	€ 3,252.84	Per Account
Real-time information on train movements (VIEW-type 1)	€ 1,215.33	Per Account
ORMAS Portal	€ 646.22	Per Account

6.3.5 Other services

6.3.5.1 Energy Collection Application (ECA)

The charge for the ECA service is calculated on the basis of the number of kilowatt hours supplied via the traction and energy supply. For a description of this service, see Chapter 5.6.1.
The tariff per kilowatt hour for the ECA service is:

Table 6.9 ECA tariff

Tariff (per kilowatt hour)
€ 0.000637

6.3.6 Extra levy

The tariff per train kilometre for the extra levy depends on the weight class of the train and the market segment and is:

Table 6.10 Extra levy tariff

Weight category of the train	Tariff (per train kilometre)		
	Passenger services in connection with a public service contract	Other passenger services	Freight services
up to 120 tons	€ 0.1606	€ 0.0860	€ 0.0911

from 121 to 160 tons	€ 0.2008	€ 0.1075	€ 0.1138
from 161 to 320 tons	€ 0.2554	€ 0.1367	€ 0.1448
from 321 to 600 tons	€ 0.3550	€ 0.1900	€ 0.2012
from 601 to 1,600 tons	€ 0.5702	€ 0.3052	€ 0.3233
from 1,601 to 3,000 tons	€ 0.6859	€ 0.3671	€ 0.3888
from 3,001 tons	€ 0.7437	€ 0.3980	€ 0.4216

The breakdown by market segments freight and passenger services is based on the running characteristics of a train. Trains that according to their running characteristics qualify as freight trains and the related traffic of light locomotives qualify as freight trains. Trains that according to their running characteristics qualify as passenger trains and the related traffic of light locomotives and empty rolling stock qualify as passenger trains

Passenger services within the framework of a public service contract concern public passenger services on the basis of a concession as referred to in Section 20 (1) or (4) Passenger Transport Act 2000. All other passenger services are defined as other passenger services.

Zero rate exemption scheme relating to management
If a zero rate is applied to the basic access package in connection with the execution of orders given by ProRail in connection with the management of the railway infrastructure, a zero rate is also applied to the extra levy.

6.4 Financial sanctions and incentives

6.4.1 Capacity surcharge

By applying the capacity surcharge, ProRail and the titleholders concerned can reach agreement in the sense of Section 7(1) Railway Capacity Allocation Decree. The capacity surcharge is applied if no agreement can be reached during coordination on competing requests for transport. Use of the surcharge may facilitate agreement. The capacity surcharge is not applied if the requests can be handled to the satisfaction of the applicants involved.

The capacity surcharge for train paths is calculated as follows:

- The affected railway infrastructure is that part of the main railway network infrastructure where the requests conflict with one another. Examples are: the route section between two timetable points, a platform track, a connection/flyover, a sorting line.
- The period of 'congestion' is the time, rounded to whole minutes, during which the competing requests occur. This can re-occur several times during the timetable year.
- Every train path that makes use of the affected railway infrastructure during the period of congestion is subject to a surcharge of € 100.

6.4.2 Cancellation charge

The purpose of the cancellation charge is to encourage the efficient use of capacity. The cancellation charge is specifically aimed at train paths that have been requested and allocated in the timetabling process and is applied in the following situations:

- If a railway undertaking cancels train paths that have been requested and allocated during the timetabling process.
- If a railway undertaking does not use train paths that have been requested and allocated during the timetabling process.

If a train path is cancelled or not used by the railway undertaking, a charge as set out in Table 6.11 is payable.

Table 6.11 Cancellation charge

Time of cancellation	Charge (per path)
After planned departure	Train path price*
< 24 hours before departure	€ 10**
Between 24 hours and 4 days	€ 10**
Between 5 days and 30 days	€ 10**
Between 31 days and 60 days	€ 10**
> 60 days before scheduled departure	€ 10**

* train path charge as included in Chapter 6.3.1.1 calculated on the basis of the standard weight of the train type
** the charge will not be differentiated in 2021 according to the time of cancellation.

The cancellation charge is due for each day of the timetable year that the path is cancelled. No distinction is made between passenger and freight transport.

The cancellation charge is without prejudice of the right of ProRail to reclaim unused capacity pursuant to Chapter 4.6.

The cancellation charge due is calculated monthly. Each month, it is determined which train paths have been cancelled for the remainder of the timetable year and which train paths have not been used in the month in question. For these train paths, the cancellation charge will be charged.

The cancellation charge is not due in the following situations:

- Force majeure: Circumstances beyond the control of the railway undertaking which, despite precautions or efforts to avoid (the effects of) these circumstances, cannot be prevented, such as terrorism, riots, fire, explosions, suicide, landslide, earthquake. The railway undertaking shall notify ProRail if it cancels a train path or does not use it in case of force majeure. ProRail will then assess whether force majeure has occurred. If the railway undertaking and ProRail change the timetable in consultation, for example in anticipation of bad weather conditions, no cancellation charge will be due. Cancellation or non-utilisation of a train path due to fluctuations in market conditions, public holidays, the unavailability of related rail capacity at terminals, transhipment companies, industrial estates or foreign infrastructure managers, etc., is not a reason for not applying the cancellation charge.
- No capacity at a foreign network manager: No cancellation charge is due for trains from and to foreign countries with an international train number that are cancelled by the network manager in a foreign country and cannot travel in the Netherlands as a result.
- Changes to train path: Changes to the train path within a period of 18 hours before or after the scheduled departure (e.g. rescheduling in the Netherlands due to delays abroad) are not regarded as cancellations. In this case, no cancellation charge is due.
- Cancellation of part of a train path: Cancellation of part of a train path is not regarded as a cancellation. In this case, no cancellation charge is due. Only if the entire train path is cancelled will a cancellation charge be applied.

6.4.3 Discount for framework agreements

ProRail does not offer framework agreements.

6.4.4 ERTMS discount

ProRail offers no discount on the user charge for the application of ERTMS in trains.

6.4.5 Discount for silent wagons

The railway undertaking making use of retrofitted freight wagons in the sense of Chapter 6.4.5.1, is also entitled to the scheme applicable to silent freight trains in the sense of Chapter 6.4.5.2. If wagons are converted back to non-silent, the right to the discount lapses. This shall therefore be reported to ProRail.

6.4.5.1 Discount for running retrofitted freight wagons

In accordance with Implementing Regulation (EU) 2015/4299 of March 2015, ProRail offers railway undertakings a discount on the user charge for running retrofitted freight wagons with reduced noise emission. The discount on the user charge is € 0.0035 per axle kilometre run with retrofitted freight wagons. The level of the bonus will be published each year in the Network Statement. Once the maximum adjustment costs of € 4,800 have been reached, ProRail will in accordance with Article 4 (6) (EU) 2015/429 decide to terminate the bonus scheme. Railway undertakings shall register participating wagons with ProRail in advance, stating wagon numbers and accompanied by proof of retrofitting.

Retrofitted freight wagons are defined as: rolling stock permanently retrofitted with a silent braking system in accordance with TSI Noise[82].

The discount is settled through the user charge invoice. The railway undertaking will provide the information required to determine the discount, namely: wagons registered in advance, wagon holder, number of axles per wagon, braking system type and date of retrofitting. If a wagon is included in the Silent Wagon Database (SWDB), ProRail grants the discount on the basis of the data recorded in SWDB. Wagons that are included in the SWDB are automatically included in this scheme by ProRail. Data on retrofitted freight wagons can be submitted via the Single-Entry-Point (SEP). ProRail can perform random checks on retrofitting and the number of axles.

6.4.5.2 Discount for running silent freight train

In accordance with Article 5 of the Implementing Regulation (EU) 2015/4299 of March 2015, ProRail offers railway undertakings a discount on the user charge for running silent freight trains with reduced noise emission. The discount on the user charge is € 0.00175 per wagon kilometre of a silent wagon run with a silent train. Railway undertakings shall register participating wagons with ProRail in advance, stating wagon numbers and accompanied by proof of retrofitting.

The train will in accordance with Article 2 (6) (EU) 2015/429 comply with the requirement of ‘silent freight train’ if the train is composed of at least 90% of silent wagons.

The railway undertaking will provide the information required to determine the discount, namely: wagons registered in advance, wagon holder, number of axles per wagon, braking system type and date of retrofitting.[83] If a wagon is included in the Silent Wagon Database (SWDB), ProRail grants the discount on the basis of the data recorded in SWDB. ProRail automatically includes vehicles that are recorded in the SWDB in this scheme. Data on retrofitted freight wagons can be submitted via the Single-Entry-Point (SEP). ProRail can perform random checks of silent trains.

In accordance with Article 5 (3) of Implementing Regulation (EU) 2015/429, the discount on the user charge for silent trains is maximised at 50% of the total value of bonuses applicable to retrofitted wagons.

Trains that consist entirely of new silent wagons will receive a bonus of € 0.00175 per axle kilometre.

82 Regulation (EU) No. 1304/2014 of 26 November 2014 on the technical specification for interoperability relating to the subsystem 'rolling stock - noise'.

83 If the railway undertaking has wagons, which in accordance with Article 1(2) (EU) 2015/429 are not covered by the implementing regulation, the railway undertaking will also register these wagons in advance so that they can be deducted from the silent train discount.

6.5 Performance scheme

The added value of the performance scheme is such that it: [84]

- leads to better punctuality and utilisation of railway capacity;
- leads to the use of less onerous rolling stock for the railway infrastructure, or
- encourages the use of the Betuweroute for the transport of dangerous goods.

The performance scheme offered by ProRail is included in Appendix 26.

Complaints about the implementation of the performance scheme agreed in the Access Agreement will be handled in accordance with the General Regulations on the Settlement of Complaints and Disputes, as included in Appendix 26.

Regulations to be agreed upon

► ProRail offers reach agreement on performance schemes in the Access Agreement. ◄

6.6 Changes to charge schemes

6.6.1 Charge scheme 2021

If ProRail wishes to change (parts of) the charge schemes described in this Network Statement (with the exception of the charge for the basic access package and the extra charge), ProRail will submit the draft of the amended scheme to the titleholders for consultation. The changed scheme goes into effect at least three months after it has been announced in a supplement to the Network Statement.

ProRail can make changes on the grounds of indexation according to the consumer price index (CPI) as stated in the central economic plan of the CPB (Netherlands Bureau for Economic Policy Analysis). Such a change goes into effect at least one month after having been announced in a supplement to the Network Statement.

6.6.2 Expected changes to charge schemes

6.6.2.1 Multi-year charges and bandwidth indicator

The charges for the basic access package as described in Chapter 6.3.1 and for the transfer and stabling services as described in Chapter 6.3.2.1 and 6.3.2.2 are calculated for a period of three years. This means that the charges for these services will also apply for the timetable year 2022. The same applies to the extra charge as described in Chapter 6.3.5. For the purpose of applying the charges in this years, the tariffs will be indexed to the price level of the timetable year concerned. The way in which these tariffs are indexed is described in detail in the allocation methods relating to these services. [85]

These documents also describe under which conditions the charges calculated for 2022 as published in this Network Statement will deviated from and the charges will be recalculated. In any case, the charges for future years will be recalculated if the outcome of indicators specified in the allocation methods deviate outside a certain range from the value of these indicators as established in the original calculation of the charges for the period 2020 to 2022. The original values of these indicators are:

- Indicator basic access package: 1.59
- Indicator transfer service: 1.91
- Indicator stabling service: 0.0368

---

84 Article 11i(2) Implementation Directive 2012/34/EU on establishing a single European railway area.

85 'Method for allocation of costs to the basic access package 2017' dated 20/11/18, the 'Method for allocation of transfer' dated 22/08/18, the 'Method for allocation of stabling' dated 07/12/18 and the 'Method for allocation extra charge' dated 22/08/18.

6.6.2.2 Decisions ACM, appeal procedures

The charge schemes in the Network Statement can be changed pursuant to decisions taken by the ACM following requests regarding those charges based on Section 71(1) Railways Act or pursuant to a decision on an appeal lodged against earlier decisions by ACM with respect to charges.

The charges for the basic access package are calculated on the basis of the 'Method for allocating costs to the basic access package 2017' as approved by the ACM dated 04/12/18. The extra charge is based on the 'Market-can-bear test 2020 - 2024' and the 'Method of allocation extra charge 2018' dated 22/08/2018. It is known at the time of publication of the Network Statement 2021 that an appeal has been lodged against the decisions of the ACM with respect to these documents.

6.6.2.3 Transformation of ProRail into nondepartmental public body

The coalition agreement 'Trust in the Future' (2017-2021) sets out the intention to transform ProRail B.V. into a nondepartmental public body. This will be laid down in an Act. The aim is for this Act to enter into force on 1 January 2021.

As a result of the transformation into a nondepartmental public body, a change is expected to the position of ProRail with regard to its obligations under the Turnover Tax Act. With regard to possible financial effects for titleholders, the starting point is the commitment made by the State Secretary for Infrastructure and Water Management in the letter to the House of Representatives dated 19 October 2018 (with reference IENW/BSK-2018/214092) that the transformation of ProRail into a nondepartmental public body will not lead to an increase in costs for titleholders and that the Ministry of Infrastructure and Water Management will prevent or compensate for any increase in costs for the titleholders.

In this respect, the draft legislation contains a provision that ensures that ProRail does not have to pass on the non-deductible VAT that it has to pay in the user charge. The changed situation may mean that the various methods of allocation on which ProRail bases its tariff calculations will have to be adjusted. If this is the case, titleholders will be involved in these adjustments.

6.7 Invoicing

ProRail invoices the charges per calendar month after the end of the month concerned.

Payment for the information services insofar as not included in the charge for the basic access package takes place in the first quarter of the year. In the event of an interim provision of an information service, invoicing takes place immediately after the service has been provided.

ProRail may, in case of reasonable doubt regarding the financial soundness of a titleholder, at all times require a financial guarantee in the sense of Article 23 Paragraph 7 of the General Terms & Conditions. The financial guarantee shall consist of an advance or a bank security as referred to in Implementing Regulation (EU) 2015/10.

ProRail can in case of loss handling demand security to the amount of the estimated loss amount.

Appendix 1 General overview map of network configuration (Chapter 3.2.1)

Supplementary to the railways stated on the overview map shown on the previous page, the railways below are designated as part of the main railway network.[86]

- Velperbroek Aansluiting – Arnhem Goederenstation
- IJsselbrug Westzijde – Arnhem Goederenstation
- Nootdorp Aansluiting – Leidschendam Werkplaats
- Amersfoort – Leusden
- Amsterdam Singelgracht Aansluiting – Amsterdam Westhaven
- Amsterdam Sloterdijk – Amsterdam Westhaven
- Apeldoorn – Apeldoorn Zuid
- Lage Zwaluwe – Oosterhout
- Lage Zwaluwe – Moerdijk
- Sittard – Born

The main siding lines listed below form part of the main railway network.[87]

Location	Name main siding line
Haven van Rotterdam	Waalhaven
Haven van Rotterdam	Eemhaven
Haven van Rotterdam	Pernis
Haven van Rotterdam	Botlek
Haven van Rotterdam	Europoort
Haven van Rotterdam	Maasvlakte
Haven van Amsterdam	Westelijk Havengebied
Haven van Amsterdam	Hemhaven
Haven van Amsterdam	Houtrakpolder
Moerdijk	Industrieschap
Utrecht	Industrieterrein Lage Weide
Delfzijl	stamlijn Havenschap
Dordrecht	Zeehaven
Dordrecht	Industrieterrein De Staart
Maastricht	Beatrixhaven
Roodeschool	Eemshaven
Vlissingen	Sloehaven
Zwijndrecht	Groote Lindt
Oosterhout	Industrieterrein Weststad
Roosendaal	Industrieterrein
Alphen aan den Rijn	Industrieterrein Rijnhaven
Tilburg	De Loven
Born	Franciscushaven
Axel	Axelse Vlakte
Venlo	Tradeport
Almelo	Dollegoor
Almelo	Bedrijvenpark Twente
Arnhem	gemeentelijke stamlijn
Oss	Elzenburg

86 Appendix 1 and Appendix 2 Section a Railways Allocation Decree
87 Appendix 2 Section b Railways Allocation Decree.

Appendix 2 Glossary

<table>
<tr><th>Term</th><th>Definition</th></tr>
<tr><td>Access Agreement</td><td>An Access Agreement is an agreement concluded between ProRail and a titleholder on the use of capacity, which at least contains provisions on:
a. The quality of the main railway infrastructure to be provided by ProRail.
b. The user charges.

Notes:
See Section 59 Railways Act.
See also: Capacity Agreement.</td></tr>
<tr><td>Ad-hoc application</td><td>Application for capacity for railway infrastructure for transport and management, as well as for the handling of disruptions in the form of changes to the capacity allocation for the annual timetable.

Notes:
These are supplements to the capacity allocation as laid down in the timetable.</td></tr>
<tr><td>Axle load</td><td>Axle load is the weight (in tons) per axle of a railway vehicle, incl. load.</td></tr>
<tr><td>Betuweroute</td><td>The Betuweroute concerns:
• The Maasvlakte – Kijfhoek – Zevenaar railway line including the connected railway yards.
• The Feijenoord and IJsselmonde railway yards and the tracks that connect those railway yards to the aforementioned railway line.
• The main private siding lines (secondary railways) connected to the aforementioned railway yards.
The boundaries of the tracks connected parts of the Betuweroute with the combined network are located at the points stated in the table below.
<table>
<tr><th>Location</th><th>line-ID</th><th colspan="2">in connection</th><th>point</th></tr>
<tr><td>IJsselmonde</td><td>EF</td><td>Brdv</td><td>Rtst</td><td>km 42.000</td></tr>
<tr><td></td><td>ps 135 - ps 911A</td><td>Brdv</td><td>Rtst</td><td>between ps 135 and the intersection with the line between ps 903 and ps 907B</td></tr>
<tr><td></td><td>267e</td><td>Rtz</td><td>IJsm</td><td>signal 960</td></tr>
<tr><td></td><td>266c</td><td>Rtz</td><td>IJsm</td><td>signal 962</td></tr>
<tr><td>Zwijndrecht</td><td>57</td><td>Zwd</td><td>Kfh</td><td>km 33.700</td></tr>
<tr><td></td><td>67</td><td>Kfhz</td><td>Zwd</td><td>signal 1380</td></tr>
<tr><td></td><td>68</td><td>Kfhz</td><td>Zwd</td><td>signal 1382</td></tr>
<tr><td></td><td>69</td><td>Kfhz</td><td>Zwd</td><td>signal 1384</td></tr>
<tr><td>Meteren</td><td>CC</td><td>BRMet</td><td>Gdm</td><td>km 147.000</td></tr>
<tr><td></td><td>DD</td><td>Gdm</td><td>BRMet</td><td>km 247.000</td></tr>
<tr><td></td><td>EE</td><td>BRMet</td><td>Zbm</td><td>km 346.600</td></tr>
<tr><td></td><td>FF</td><td>Zbm</td><td>BRMet</td><td>km 346.600</td></tr>
<tr><td>Elst</td><td>KK</td><td>CUP</td><td>Nm</td><td>km 290.000</td></tr>
<tr><td></td><td>HH</td><td>CUP</td><td>Est</td><td>km 190.000</td></tr>
<tr><td></td><td>GG</td><td>Est</td><td>CUP</td><td>km 190.000</td></tr>
<tr><td>Zevenaar</td><td>ZN</td><td>BRValo</td><td>Zv</td><td>km 107.200</td></tr>
<tr><td></td><td>ZM</td><td>BRValo</td><td>Zv</td><td>km 107.200</td></tr>
<tr><td></td><td>KL</td><td>Zv</td><td>BRValo</td><td>km 107.200</td></tr>
</table>
</td></tr>
</table>

Term	Definition
Capacity Agreement	A capacity agreement is an access agreement only laying down the capacity to which the titleholder has a right, without giving any right to access and use of the railway infrastructure. *Notes:* A capacity agreement can be concluded with a party that is authorised by law to conclude an Access Agreement (e.g. a province granting transport concessions, or a shipper), but which does not have an operating licence.
Centrally controlled area	A centrally controlled area is an area within the railway infrastructure in which the relationship between route control and track occupation, as well as the operation of individual infrastructural elements and route control can be monitored from a central location.
Combined Network	The Combined Network comprises the railway infrastructure managed by ProRail with the exception of the Betuweroute.
Cross-over	A cross-over is a facility to switch tracks on an open track by means of (at least two sets of) points. *Notes:* An example of a crossover is the Infrastructural Facility for Maintenance, which is treated as a train-path point in the scheduling process.
Dangerous goods	Dangerous goods are substances that by virtue of their properties can, even in small quantities, constitute a hazard for humans, animals or the environment, as referred to in the Carriage of Dangerous Goods Act.
Defect	A functionality of the railway infrastructure that is not working (properly).
Disruption	A disruption is a deviation from the timetable above a set standard value. Three types of disruptions can be distinguished: 1. Delays equal to or larger than the operating incident standard. 2. Cancellation for which no normal train service order has been submitted. 3. Diversion for which no normal train service order has been submitted. *Notes:* See Section 26 Paragraph 3 Rail Traffic Decree
Effective platform length	The maximum uninterrupted link for the platform along which a train must stop under normal circumstances for the boarding and alighting of passengers, taking an appropriate stop tolerance into account. Normal operations means the absence of interrupted operations (namely normal radiation, functioning signals, all systems function properly).
ERTMS	ERTMS is the European standardised safety system for train traffic. *Notes:* See also ETCS and GSM-R ERTMS comprises 3 levels 1. Point-to-point train safety system with fixed blocks, and conventional train detection. This is practically identical to ATC-NG in terms of functionality. 2. Cabin signalling based on radio-communication, conventional train detection, fixed blocks. 3. Cabin signalling based on radio-communication, the train reports its own position, fixed or moving blocks.
ETCS	ETCS is an integral part of ERTMS and concerns the signalling, both along the track and in the cabin.
Exceptional Transport	Exceptional transport is the transport of a consignment whose dimensions, weight or wagon type call for exceptional technical or operational measures. Transport regulations are a precondition for exceptional transport.
Freight corridor	A freight corridor is a series of EU-designated route sections located on the territory of multiple Member States designed to advance more efficient freight transport by rail.
GSM-R	GSM-R is the wireless telecommunications network for the rail sector. *Notes:* GSM-R is used as means of communication both for voice (drive and traffic controller) and data (between the fixed and mobile safety systems).

Term	Definition
KPI	A KPI (Key Performance Indicator) is a variable used to analyse a specific operational performance. It is a management instrument.
Locally controlled area	A locally controlled area is an area of the railway infrastructure, within which the operation of individual infrastructural elements and route control take place under the supervision of a traffic controller with minimum authority.
Macro topology	The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches. This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes. See also the definition of 'open track'.
Main siding line	A main siding line is a branch line that serves to connect multiple sidings in a port or industrial zone to the railway network.
Network configuration	The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches.This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes.See also the definition of 'open track'.
Node	A node is a train path point or a collection of (adjoining) train path points within which several logistics and planning processes of a train service are concentrated and handled. Three types of nodes can be distinguished: • Infrastructural node: process = scheduling, allocation and release of infrastructure. An infrastructural node point is also a node point where at least three open tracks converge. • Train node: process = scheduling and performance of vehicle movements and shunting. • Personnel node point: process = scheduling and control of personnel services.
Open track	An open track is an area that connects two train-path points or two primary process line areas. *Notes* An open track does not have any exits for running trains. There are no points controllable by the process manager. An open track consists of one or more open lines. There are two views of open track (see also 'Macro topology'): • The PPLG view: here the primary process line areas are the nodes, and the open track, an interconnecting pipeline without exit option. • The train path point view: recognises more nodes than the PPLG view. Here, the train path points are the nodes, thus creating a more finely meshed network.
Performance scheme	An agreement concerning the reciprocal performance of the infrastructure manager and the railway undertaking, which may include a charging system.
Platform track	Track alongside the platform. **Track** A rail or set of parallel rails upon which railway vehicles run or that are used for stabling purposes. **Platform** A raised area along the track at a station or stop intended for the boarding and alighting of passengers and/or the (un)loading of goods.
Private passenger transport	Private passenger transport is the transport of passengers by train, other than public transport in the sense of the Passenger Transport Act.
Rail connection	A rail connection is a connection between the site of a single company by means of a track and points to the main railway infrastructure.

Term	Definition
Railway undertaking	According to the Railways Act: a railway undertaking is an undertaking of which the (primary) activity concerns the provision of rail transport services for goods or passengers and which has the necessary traction to provide those services, as well as any other undertaking that makes use of or intends to make use of the railways and has access to traction. *Synonym:* Transport operator.
Railway yard	A railway yard is an area forming part of the railway infrastructure intended and equipped for the stopping, starting, terminating, passing, intersecting, stabling or shunting of trains, and which area is provided with at least one switch. Sections 39 and 40 of the Rail Traffic Regulations define a railway yard as follows. a. All tracks designated by a number. b. The rail sections of the track lead. c. All tracks bordering the tracks as referred to under a and b, up to a maximum distance of 200 metres* before the approach signal of the railway yard, unless the network manager has indicated by means of a sign (SR 302) that no shunting can take place on that track or that shunting restrictions apply. Appendix 7 to the Rail Traffic Regulations lists the railway yards for which a distance greater than 200m is required.
Refuelling system	A system for the storage of fuel, including facilities to provide railway vehicles with fuel in an environmentally sound manner. *Notes:* In accordance with the Environmental Permit / Environmental Permit (General Conditions) Act.
RNE	RailNetEurope is a collaborative group of infrastructure managers throughout Europe. International timetable requests are coordinated and harmonised within RailNet Europe. (www.rne.eu)
Route	Connection between two places with regard to the vehicles or vessels that regularly make use of the connection.
Route section	A route section is a succession of connected train-path points and open tracks, starting and ending at a train-path point.
Service facility	The facility, including site, building and equipment, which is fitted out in full or part for the provision of one or more services as referred to in Directive 2012/34/EU, Annex II, points 2 to 4.
Shunting	Shunting is the performance of shunting operations. Rail Traffic Decree: Shunting: All traffic movements of trains (or railway vehicles) taking place at a railway yard. **Shunting operation** A shunting operation is a train movement without transport intent, subject to the restriction that such takes place within the boundaries of a railway yard or train node point without making any use of an open track.
Siding	A siding connects a company's premises to the railway network by means of a branch line and a point switch.
Stabling line	**Stabling line** A stabling line is a track where trains can be stabled. Also called railway siding. **Stabling** Stabling is the temporary placement of rolling stock that during the stationary period are not included in the timetable or involved in shunting.
Station	A station is a building or structure that is designated by structure and layout in full or in part for the arrival and departure of railway vehicles to enable the boarding, alighting or transfer of passengers.

Term	Definition
STM	A Specific Transmission Module (STM) is train equipment, which converts information from a conventional local safety system into information that can be processed by the ETCS. Notes: The STM-ATC is relevant to the Netherlands, the STM-Memor is relevant to the border crossing with Belgium, and the STM-PZB (Punktförmige Zugbeeinflussung) is relevant to Germany.
Time-space slot	*Synonym: see slot*
Timetable	A timetable is an overview of the scheduled rail traffic products of all transporter operators in terms of the arrival, departure and passage times of trains at train-path points. A timetable always has a specified term of validity.
Titleholder	A titleholder, according to the Railways Act, is a natural person or legal entity that is authorised to conclude an Access Agreement with ProRail. See Section 57 Railways Act
Ton metre weight	The ton metre weight is the average weight (in tons) per linear metre of a train.
Track and route section geometry	Track and route section geometry is the location of tracks and route sections expressed in geometrical terms.
Traffic use	Traffic use is the use of the railway infrastructure for traffic purposes. This is contrary to the use of the infrastructure for management purposes. *Notes:* Traffic can be distinguished into running and stationary traffic. Management is the construction, maintenance and renewal of the railway infrastructure. In the railway sector: • Running use is the running of the train, (dis)embarking, (un)loading and shunting for the composition of trains. • Stationary use concerns the stabling and upkeep of railway vehicles: inspections, replenishment of consumables, internal and external cleaning for hygiene purposes, minor repairs.
Train path	A train path is a feasible movement assigned to a train slot. According to Directive 2012/14/EU, a train path is: the capacity to run a train between two places over a given time-period.
Train control	The ProRail business unit consisting of Traffic Control, Traffic Management and Incident Response. **Traffic control** The organisation of people and systems with the following tasks: • allocation and distribution of capacity in the operational phase; • providing information on this allocation; • evaluating the handling of disruptions; • (re)allocation of capacity during the intervention phase at network level (timetable and infrastructure withdrawals); • being the contact point and service desk for transport operators and asset management during the intervention phase at network level. Traffic management Organisation of people and systems aimed at: • ensuring railway safety; • releasing infrastructure capacity to railway undertakings; • in the event of a difference between requested and available routes, redefine and provide information on the process plan for routes; • In the event of a disaster, take the appropriate measures and then report the disaster. Incident response Organisation of people and systems aimed at: • preventing, evaluating and handling disasters on or around the railways.

Term	Definition
Train slot	A train slot is a successive set of one or more infrastructural capacity units, which facilitate valid use of the railway infrastructure.
Transport	The use of capacity for the actual transport of passengers or freight.
User charge	The charge as referred to in the Railways Act, Article 62, first paragraph, for the use of the railway infrastructure according to the basic access package under Annex II of Directive 2012/34/EU, and for access to the infrastructure that connects the service facilities, which charge is based on covering the costs allocated to and ensuing directly from the operation of the train service.
User restriction	A user restriction is a deviation from the normal utility value of the rail infrastructure. For example: • temporary speed restrictions (TSR) • access norms and transport regulations • track exclusion • point switch exclusion • load restrictions • current take-up restrictions • environmental permit restriction • transport restrictions • noise restrictions
VPT system	This is an information & communication system that supports the scheduling, operation and intervention of the train service.
Wrong Track	Wrong Track entails the use of a driving direction for which a track is not equipped and no safety system is installed.

Abbreviation	Meaning
ACM	Consumer & Market Authority
ATC	Automatic Train Control
ATC-e	Automatic Train Control-basic
ATC-EG	Automatic Train Control first generation
ATC-NG	Automatic Train Control new generation
ATC-Vv	Automatic Train Control improved version
BP	Out-of-gauge loads
BV	Exceptional transport
Buta	Urgent capacity request
CCA	Centrally controlled area
CER	Community of European Railway and Infrastructure Companies
CIEBR	Coöperatieve Inkoopvereniging Elektriciteit Betuweroute U.A.
CIT	International Rail Transport Committee
CUI UR	Uniform Rules concerning the Control of Use of Infrastructure in International Rail traffic.
ERTMS	European Rail Traffic Management System
ETCS	European Traffic Control System
EU	European Union
GSM-R	Global System for Mobile Communications for Railways
GTI	Freight Train Check-in
ILT	Environmental Health and Transport Inspectorate
KPI	Key Performance Indicator
LCA	Locally controlled area
LTSA	Long-Term Rail Agenda
NDPB	A nondepartmental public body with its own legal personality
PHS	High Frequency Rail Transport Programme
PPLG	Primary process line area
RIC	International coach regulations
RIV	International wagon regulations

Abbreviation	Meaning
RNE	RailNetEurope
SPAD	Signals passed at danger
STM	Specific Transmission Module
Transport Inspectorate	Relevant department of the Ministry of Infrastructure and the Environment
TSI	Technical Specification for Interoperability
TSR	Temporary speed restrictions
VIVENS	Cooperative for the purchase and sale of power on the Dutch railway network
W-LIS	Wagon load information system

Appendix 3 Consultation (Chapter 1.7)

ProRail has drawn up the Network Statement 2021 following consultation with the titleholders and other stakeholders involved. The process of consultation on the Network Statement 2021, as well the outcome thereof, are described in this appendix.

Consultation with railway undertakings
Subjects involving changes to the Network Statement have been discussed at consultation tables or in other forms of consultation to which all railway undertakings were invited. The outcome of these consultations, as well as other data intended for updating and improvement of the Network Statement, have been processed in the draft Network Statement 2021.

Start of consultations
The draft Network Statement 2021 was made available on 30 August 2019 to:

- all railway undertakings active at that time on the railway infrastucture managed by ProRail,
- all administrative bodies authorised to grant concessions for passenger transport by train,

By email, these titleholders received a newsletter containing a reference to the presentation letter, the draft Network Statement 2021 and a specification of differences between the draft Network Statement 2021 and the Network Statement 2020. This presentation letter is available for consultation on the Logistics Portal of ProRail. In addition, titleholders have been invited to a consultation meeting on the draft Network Statement 2021 on 24 September 2019. During these consultations, the titleholders were given the opportunity to ask substantive questions and to make suggestions for improving the process.

Also, parties in the rail freight chain (port companies, shippers, operators, and suchlike) were approached to inform them of the possibility to respond to the draft Network Statement 2021.

Questions and comments by titleholders and stakeholders
Titleholders and stakeholders were given an opportunity until 11 October 2019 to respond in writing to (the changes to) the draft Network Statement 2021. ProRail received substantive comments from Arriva, NS, DB Cargo, Lineas, RailGood (behalf of the freight transport operators), Ruhrtalbahn Cargo, Provincie Gelderland, Port of Rotterdam and Port of Amsterdam.

Reaction ProRail
ProRail has drawn up a list of the received questions and comments. Also explained in the list is the consequence attached thereto by ProRail. Some of the received questions and comments led ProRail to make a number of changes to the draft Network Statement 2021. All material changes to the draft Network Statement 2021 are accounted for in the statement.

ProRail has provided all parties who have responded in writing with a statement of questions and comments submitted by titleholders and stakeholders, together with ProRail's response. ProRail will also make the statement available to other titleholders on request.

Appendix 4 Regulations on the settlement of complaints and disputes (Chapter 1.4.3)

1. General regulations on the settlement of complaints and disputes

Article 1

1. If any party is of the opinion that the other party is not complying in full with the Access Agreement and an attempt has been made to effect compliance by means of verbal consultation with the party in alleged default, the party seeking compliance can submit a written complaint to the person or the contracting party that is responsible for compliance with that part of the Access Agreement to which the complaint pertains.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within five working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when both parties agree on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
   Dispute handling at ProRail is carried out at department management level, and as concerns the railway undertaking, at a management level selected for this purpose by the railway undertaking. The parties may choose to submit the dispute to a different management level.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 2

1. All disputes, with the exception of those referred to in the regulations on capacity allocation disputes, which may ensue from the Access Agreement and which cannot be solved amicably on grounds of Article 1 of these General Regulations on the Settlement of Complaints and Disputes, will be solved in accordance with Article 29 of the General Terms & Conditions to the Access Agreement.
2. These regulations are without prejudice to the right of parties in cases of urgency to submit a dispute directly to the body designated for this purpose in of the General Terms & Conditions.

Article 3

1. If a stakeholder is of the opinion that ProRail has handled it unfairly, discriminated against it or that it has otherwise been disadvantaged in the drafting of the Network Statement, in particular in the handling of the opinion that it has submitted to ProRail in response to the draft of the Network Statement, this stakeholder can submit a complaint in writing to the Management Board of ProRail.
2. Following receipt of the complaint as referred to in the previous paragraph, ProRail will within five working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily solved when the complainant and ProRail agree on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 4

1. All disputes concerning the Network Statement, which cannot be solved amicably on grounds of Article 3, can in accordance with Section 71(1) Railways Act be submitted to the ACM.
2. These regulations are without prejudice to the right of parties in cases of urgency to submit a dispute directly to the ACM designated for this purpose in Section 71(1) Railways Act.

2. General regulations on the settlement of complaints and disputes regarding the station portfolio

Article 1

1. If any party is of the opinion that the other partyis not complying in full with any agreement concluded with ProRail and/or NS Stations regarding the access to a specific or the delivery of a service by the facility as referred to in Section 18 Implementation Decree Directive 2012/34/EU, and an attempt has been made to effect compliance by means of verbal consultation with the party in alleged default, the party seeking compliance can submit a written complaint to the person of the contracting party that is responsible for compliance with that part of the agreement to which the complaint pertains.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within five working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when both parties agree on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt. Dispute handling at ProRail and NS Stations is carried out by the management of ProRail and NS Stations, respectively, as concerns the railway undertaking, at a management level selected for this purpose by the railway undertaking. The parties may choose to submit the dispute to a different management level.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 2

1. If a stakeholder is of the opinion that ProRail and/or NS Stations as treated it unfairly, discriminated against it or that it has otherwise been disadvantaged as regards the making of an offer for access to station facilities and/or the delivery of services, falling under the station portfolio (as referred to in Section 18 Implementation Decree Directive 2012/34/EU), the stakeholder can submit a complaint in writing to the management board of NS Stations and/or the board of directors of ProRail.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within five working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when the stakeholder and the receiving party have agreed on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute if if the other party is notified of such in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 3

1. All disputes regarding the station portfolio as referred to in Section 18 Implementation Decree Directive 2012/34/EU, which may arise further to one or more agreements concluded between the railway undertaking and NS Stations or the Access Agreement concluded with ProRail, which concern the services offered in the stations portfolio will be submitted to the competent civil court of Rotterdam if these disputes cannot be settled amicably between the parties or by a committee to be appointed by the parties in which each party appoints an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties, except if the parties have concluded a (rental) agreement providing for another matter of dispute resolution.
2. In deviation of the provisions of the previous paragraph, the parties to an agreement concluded with NS Stations or an Access Agreement concluded with ProRail can further determine that the disputes referred to in this paragraph will be resolved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
3. These dispute regulations are without prejudice to Article 71 Railways Act.

Appendix 5 Model Access Agreement and General Terms & Conditions (Chapter 2.3.1)

1 Model Access Agreement

The model Access Agreement 2021 reflects the services stated in the Network Statement that are provided by ProRail. The model Access Agreement 2021 is, from 1 July 2020, available in two versions on the website of ProRail:

- A model Access Agreement 2021 to be concluded between ProRail and titleholders that qualify as railway undertakings.
- A model Access Agreement 2021 (hereinafter called 'model Capacity Agreement 2021') to be concluded between ProRail and titleholders that do not qualify as railway undertakings.

General Terms & Conditions

Contents

General Terms & Conditions Access Agreement ProRail 2020 (version 1 July 2019)

Titel I. General Terms & Conditions

Article 1 Definitions

The definitions below are used in these General Terms & Conditions.

1. (Supplementary) service licence: the licence as referred to in Section 36(3) or (5) Railways Act.
2. General Terms & Conditions: these general terms and conditions.
3. Company performance data: the values acquired by a party within the performance of the Access Agreement with regard to reliability, availability, operational quality, safety, health and the environmental impact of processes and systems of the other party.
4. Operating Licence: the licence as referred to in Section 28 Railways Act.
5. Handling costs: extra office and communication costs, administrative costs involved in handling the loss event, costs of replanning the operational activities and the costs of additional personnel required during the period that the loss event hampers normal operational activities.
6. Network manager: the holder of a concession as referred to in Section 16(1) Railways Act.
7. Concession: the concession as referred to in Section 16(1) Railways Act.
8. CUI: Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI – Appendix E to the Convention concerning International Carriage by Rail (COTIF), Treaty Series 277 2011 dated 28 December 2011), as applicable.
9. Third party: any natural person and/or legal entity other than the network manager, the railway undertaking or their auxiliary staff.
10. User charge: the charge as referred to in Section 62(1) Railways Act.
11. Titleholder: a titleholder as referred to in Section 57 Railways Act, being the contracting party of the network manager to the Access Agreement.
12. Auxiliary staff: the subordinate or other natural person and/or legal entity, whose services are engaged by the titleholder or the network manager in the sense of Book 6 Dutch Civil Code.
13. Admission Certificate: the certificate as referred to in Section 36(4) Railways Act, as applicable on 19 July 2008.
14. Network Statement: the applicable network statement as referred to in Section 58 Railways Act, including the Supplements to the Network Statement that have been announced up to and including the day before the signing of the Access Agreement.
15. Information services: information services forming part of the basic access package as well as information services as referred to in Chapter 5.5.2 of the Network Statement.
16. Operational Conditions: the operational conditions as included in Appendix B of the Access Agreement.
17. Party: the network manager or the titleholder.
18. Parties: the network manager and the titleholder.
19. Test Certificate: the certificate as referred to in Section 34 Railways Act.
20. Loss event: an event or series of events, resulting in loss, following on from one and the same cause.
21. Railway vehicle: a vehicle intended for traffic on the railways.
22. Railways: the railways and accompanying railway infrastructure as referred to in Section 1c Railways Act, the management of which has been assigned to the network manager, as well as other infrastructural facilities managed by the network manager, as described in Chapter 3.2.1. of the Network Statement.
23. Railway undertaking: the titleholder insofar as acting as a railway undertaking as referred to in Section 1 Railways Act.
24. Railways Act: Act of 23 April 2003, containing new general rules regarding the construction, management, accessibility and use of railways, as well as traffic on the railways (Bulletin of Acts and Decrees 2003, 264) as applicable.
25. Access Agreement: the agreement, including the appendices thereto, as referred to in Section 59 Railways Act.
26. Attributable: loss due to fault or a cause that under law, regulations or custom is for the risk and account of the party causing the loss.
27. Safety Certificate: the certificate as referred to in Section 32 Railways Act.
28. “Vehicle licence”: the licence as referred to in Section 26k Railways Act.
29. Passenger Transport Act 2000: Act of 6 July 2000, laying down new rules for public transport, private bus transport and taxi transport (Bulletin of Acts and Decrees 2000, 314) as applicable.

Article 2 Access Agreement, General Terms & Conditions and Operational Conditions

1. The contractual legal relationship between the parties concerning the access to and use of the railways is laid down in writing in the Access Agreement, the General Terms & Conditions and the Operational Conditions.

2. Supplements and/or changes to the General Terms & Conditions and/or the Operational Conditions agreed by the parties are binding only if determined in writing in the Access Agreement.
3. The persons appointed as contract manager on behalf of the titleholder and the network manager will be specified in the Access Agreement. The parties may in the Access Agreement also appoint categories of officials who are authorised to implement the Access Agreement on their behalf.
4. The Access Agreement may also include further regulations on the handling of complaints about operational matters.
5. If and insofar as a titleholder, under the terms of a contract concluded with the network manager, acts as auxiliary staff of the network manager in performance of the Concession granted to the network manager, and damage is caused to a decommissioned section of the railways and/or the decommissioned section of the railways is not available to the titleholder and/or damage is caused to the titleholder by making use of the decommissioned section of the railways, the liability provisions of the aforementioned agreement applies to said damage and/or unavailability, with exclusion of the liability provisions of the Access Agreement, the General Terms & Conditions and the Operational Conditions.

Article 3 Change procedure Access Agreement, Operational Conditions and/or General Terms & Conditions

1. A request to change the Access Agreement, Operational Conditions and/or General Terms & Conditions, which request for change does not ensue from statutory measures or a ruling by a court of law or arbitration board, shall be submitted in writing and will in any event include a description of the proposed change(s) and the resulting consequence(s) in terms of the rights and obligations of the parties. The network manager will in every case evaluate whether the changes proposed by the titleholder are non-discriminatory towards other titleholders.
2. The parties will do their utmost to reach agreement on a proposed change within thirty calendar days of receipt of a change proposal.
3. Changes to the Access Agreement, Operational Conditions and/or General Terms & Conditions can only be made in the form of a written supplement to the Access Agreement signed by the parties.
4. If changes are to be made to the General Terms & Conditions, Operational Conditions and/or the Access Agreement by force of statutory measures, the Concession or a ruling by a court of law or arbitration board, the network manager, if given the opportunity to do so, will consult with the relevant authority, put up a defence in the court or arbitral procedure, and make every effort to prevent or limit any negative consequences for the parties. In such a case, the network manager will inform the titleholder in writing with inclusion of a proposal for change. The network manager will make this proposal with due consideration for the reasonable interests of the titleholder and make every effort to prevent or limit any negative consequences for the titleholder. If the titleholder does not agree to the proposed change, the network manager will nevertheless be entitled to adopt the proposed change unilaterally.
5. In urgent cases, whereby the provisions of the previous paragraph are applicable, the change proposal and consultation as set out in this paragraph may be omitted.

Article 4 Nullification of provisions

In case of a legally irreversible nullification by the competent authority of one or more provisions of the Access Agreement, the General Terms & Conditions or the Operational Conditions, these provisions will be replaced by provisions that reflect as much as possible the original intention of the parties. Nullification of one or more provisions will not affect the validity of the other provisions.

Titel II. Information and confidentiality

Article 5 Provision of information

1. The parties will notify one another of every incident that could hinder fulfilment of the essential obligations of the Access Agreement, which will in any event include every relevant change, suspension and withdrawal of the Concession of the network manager, or of the Safety Certificate and/or Operating Licence of the railway undertaking.
2. The parties will in the Access Agreement agree on the manner (including the time and frequency) in which the railway undertaking will provide the information as referred to in Chapter 2.9 of the Network Statement, and specify all other information that they will exchange with one another within the performance of their relationship.
3. The parties will inform one another promptly if they have any information other than referred to in the previous paragraph, of which they know or should in all reasonableness realise that the titleholder or the network manager requires this information for the proper performance of the Access Agreement. This obligation in any case pertains to all relevant safety information as referred to in Article 4 of Regulation (EU) No. 1078/2012.

4. If one of the parties incurs a loss as a result of the actions of a third party or auxiliary staff, the parties will, if such is possible and can reasonably be expected, assist one another in determining the identity of the third party or auxiliary staff in question.
5. The titleholder will, at no expense, provide the network manager with information required by the network manager for the purposes below.
   a. To draw up a draft noise map as referred to in Article 7 of Directive 2002/49/EC of the European Parliament and of the Council of 25 June 2002 relating to the assessment and management of environmental noise (*OJEU* 2002 L 189) with regard to the noise load caused by the main railway network.
   b. To comply with the obligations resting on the Netherlands pursuant to Regulation (EC) no. 91/2003 of the European Parliament and of the Council of 16 December 2002 with regard to rail transport statistics (*OJEU* 2003 L 189)
   c. To draw up the compliance report on noise production limits as referred to in Section 11.22 Environmental Management Act.
6. The parties will ensure that personal data provided for the execution of the Access Agreement will only be processed in accordance with relevant laws and regulations, including (but not limited to) the GDPR.

Article 6 Confidentiality

1. Conditions of confidentiality
   a. The parties will observe confidentiality regarding all data that according to the provisions of this article are classified as confidential.
   b. Classified as confidential are the Access Agreement, information that the parties provide one another within the performance of the Access Agreement, as well as information that is classified as confidential pursuant to the provisions of this article or at the explicit instruction of the provider.
   c. The parties will take appropriate measures to protect confidential information contained in their information systems.
   d. Information that falls under the confidentiality provisions of this article can without the permission of the other party or a titleholder be released to and used by a third party if so prescribed by law or a court order.
   e. The parties will impose on their auxiliary staff an obligation to comply with the duty of confidentiality applicable between the parties.
   f. The obligations under this article remain in force on termination of the Access Agreement.

2. Provisions regarding the confidentiality of information exchanged between the parties
   a. The parties will exclusively use the information exchanged between them within the context of the performance of the Access Agreement for the purposes for which it is provided and will not release said information to third parties without the permission of the other party, except in the cases provided for by this article.

3. Provisions regarding the confidentiality of information concerning the other party that is available to the parties
   a. The parties will treat company performance data as confidential information and not release such to third parties without the permission of the other party, except in the cases provided for by this article.
   b. The network manager is authorised to grant other titleholders who have accepted these General Terms & Conditions, as well as network managers of connected railway networks access to information about the capacity requested by the titleholder, on condition that they handle such information as confidential.
   c. The network manager is authorised to release information about the capacity allocated to a titleholder and about the current train service of the railway undertaking as confidential information to the other railway undertakings who have accepted these General Terms & Conditions, as well as to network managers of connected railway networks.
   d. The network manager is entitled to release the timetable data, train run data and the passenger train forecast in TSI TAP[88] of the railway undertaking to railway undertakings, station managers[89] and network managers of connected railway networks for the purpose of travel information services.
   e. The network manager is entitled to make the values of the information and performance indicators, as referred to Article 7 Paragraph 3(a) and (b) of the Concession, available to the concession authorities unless determined otherwise in the Access Agreement or Article 7 Paragraph 5 of the Concession. The network manager is not entitled to provide the concession authorities with the data underlying these values, as this concerns commercially sensitive data and the provider also qualifies this data as confidential in the sense of Article 6 Paragraph 1(b).
   f. The network manager is authorised to provide train flow information to its auxiliary staff, exclusively for use within the framework of the agreement concluded between the network manager and that auxiliary

[88] Regulation (EU) No. 454/2011, *OJ* 2011, L 123.
[89] As defined in Regulation (EG) No. 1371/2007, *OJ* 2007, L 315.

staff regarding the performance of work on the management of the railways, insofar as that auxiliary staff requires that information within the context of the work on the management of the railways as assigned by the network manager. Infraspeed Maintenance B.V. is for the application of this article regarded as the auxiliary staff of the network manager.

4. Provisions regarding information about other titleholders (third-party interest)
   a. Titleholders will observe the confidentiality of any information acquired via the information systems of the network manager or consultations organised by the network manager about capacity allocation, train service handling and/or the company performance data of other titleholders. This information may not be used as evidence in legal procedures between the titleholder and other titleholders.
   b. Titleholders accept that information about their capacity requests, capacity allocation, the train service handling and/or company performance data will via the information systems of the network manager become available to network managers of connected railway networks and other titleholders who have accepted these General Terms & Conditions.

Titel III. Rights and obligations of the network manager and titleholders

Article 7 Access to and use of the railways by the railway undertaking

1. The titleholder, exclusively if and insofar as authorised to act as railway undertaking, has access to the railways and the right to make use thereof subject to the conditions and in the manner as determined in:
   a. The applicable national and international regulations and the ensuing regulations and rulings by a court of law and/or arbitration board imposed on the network manager.
   b. The Access Agreement.
2. Prior to the signing of the Access Agreement, the railway undertaking will provide the network manager with the documents listed below.
   a. A valid operating licence or comparable document as referred to in Section 30(1) Railways Act.
   b. A valid Safety Certificate or Test Certificate.
   c. Proof of compliance with the provisions of Section 55 Railways Act.

   The railway undertaking will immediately, in any event within 5 days, notify the network manager in writing of any event that restricts or ends the validity of the aforementioned documents. The railway undertaking will provide the network manager with written notification of any change to its liability insurance before such comes into effect, insofar as it can reasonably be assumed that such will or could have consequences for the Operating Licence.
3. The railway undertaking is not permitted to alter, damage or contaminate the railways or to use it in any manner other than that for which it is intended, has been equipped or has been made available. Contamination as referred to in this paragraph does not include the disposal, either directly or indirectly, of solids or fluids that are released during the normal operation of railway vehicles as referred to in Section 19(1)(b) Railways Act.
4. The parties will ensure that any auxiliary staff engaged in the performance of the Access Agreement will receive adequate instruction in this respect and have the necessary knowledge and skills. Auxiliary staff that appear not to have the necessary knowledge and skills will – whether or not at the request of any of the parties - be immediately discharged from performance of the engaged work.
5. The railway undertaking is liable towards the network manager for actions of consignors and consignees, as defined under transport law, who perform or instruct work at freight terminals and/or railway yards, in as far as the railway undertaking has any physical or legal influence on such actions.
6. If loss ensues as a result of the actions as referred to in the previous paragraph, the railway undertaking is only liable if the loss event is attributable to the action of a third party and the railway undertaking had the physical and/or legal ability to prevent the loss event and the consequences thereof. This provision is without prejudice to the liability of consignors and consignees for their actions at these freight terminals and/or railway yards.

Article 8 Access to and use of information services

1. The network manager will perform its work regarding the access to and use of information services, or have this performed by auxiliary staff, in accordance with the service levels stated in the Service Level Agreement(s) attached to the Access Agreement.
2. If the obligations pursuant to Paragraph 1 cannot be fulfilled in accordance with the agreed service levels, the network manager will immediately inform the titleholder thereof and take all reasonable actions to achieve compliance with the agreed service levels.
3. The titleholder will handle the software and hardware made available by the network manager within the context of Paragraph 1 with due care and you such exclusively for the purpose for which they were made available by the network manager, without making any changes to the content thereof. The titleholder and/or its auxiliary staff shall comply in full with any accompanying manuals or instructions provided by the network manager.

4. Any work to be carried out by the network manager as a result of defects in software and/or hardware caused by injudicious use, use contrary to the instructions given by the network manager, or use contrary to that agreed by the parties does not form part of this Access Agreement.
5. The network manager retains the intellectual property rights to all software provided by the network manager to the titleholder within the context of the granting of access to and use of the information services. The network manager retains the intellectual property rights to information provided by the network manager to the titleholder within the context of the granting of access to and use of the information services. The network manager will by means of the Access Agreement grant the titleholder a licence to use the aforementioned software and data for the agreed information services in the manner prescribed by the network manager.
6. The reproduction and/or publication and/or the commercial exploitation of any software and hardware made available by the network manager within the context of the granting of access to and use of information services, or use by or on behalf of third parties or other services and systems of the titleholder and/or its auxiliary staff is prohibited, except with the prior written permission of the network manager.

Article 9 Allocation of capacity

1. The network manager is responsible for the allocation of capacity in accordance with the procedure inclused in the Access Agreement set out in Chapters 4.4. and 4.9 of the Network Statement as well as the provisions of the decision referred to in Section 61(1) and Section 67 Railways Act.
2. Capacity allocated in the form of train paths is allocated for the maximum duration of one timetable period.
3. If the capacity allocated to a titleholder pursuant to Article 38(1), last paragraph of 2012/34/EU is transferred by the titleholder to a railway undertaking with notification given to the network manager, all rights and obligations agreed between the titleholder and the network manager with regard to the transferred capacity will be terminated, with the exception of the payment obligation for the transferred capacity as applicable at the time of transfer. The network manager and the railway undertaking to whom the capacity is transferred will accept the transferred capacity subject to the Access Agreement concluded between the railway undertaking and the network manager unless the railway undertaking informs the network manager within five working days and in writing that it does not accept the transferred capacity.
4. The railway undertaking is not permitted to transfer the allocated capacity to a third party.
5. The allocated capacity lapses in case of an emergency and if absolutely necessary as result of a disruption that temporarily makes the railways unusable. In case of a threat of disruption in the short term, the network manager will provide specifics and motives why restoration measures are required in the short term in order to prevent the occurrence of an actual disruption that could impact negatively on the safe runnability of the railways and/or uninterrupted rail traffic. The network manager makes an effort to distribute capacity for rerouting.
6. If the titleholder has used the allocated capacity for a period of at least one month, i.e. 30 consecutive days (starting at any given date) within one scheduling year for less than the threshold value mentioned in the Network Statement Chapter 4.6, the titleholder will surrender or the network manager will withdraw the allocated capacity during the remaining period of that timetable year, unless this is due to non-economic reasons beyond the control of the titleholder. The network manager will hereby observe a notice period of two weeks.
7. The network manager reserves the right to withdraw or change allocated capacity in the cases below.
   a. When instructed to do so by the competent authorities or in order to prevent such an instruction, on condition that the instruction relates to a situation defined in adequate concrete terms.
   b. In the interests of public order.
   c. Following a report as referred to in Article 7 Paragraph 2 of these General Terms & Conditions or after receipt of the Minister's decision to withdraw the documents referred to in Article 7 Paragraph 2 or if a valid proof of insurance within the meaning of Section 55 Railways Act cannot be provided by the railway undertaking. The network manager shall only withdraw or modify allocated capacity after notifying the titleholder that and on what grounds withdrawal or change occurs.
   d. When it concerns capacity required for passenger transport services by train, and the titleholder is no longer entitled to perform such services under the terms of the Passenger Transport Act 2000.
8. When using the authority referred to in the previous paragraph, the network manager will make every effort to limit the negative consequences thereof for the titleholder in terms of duration and scale. The network manager will consult in advance with the titleholder if it wishes to exercise the authority referred to in the previous paragraph in order to prevent an instruction by the competent authority.

Article 10 Use of railway vehicles by railway undertaking

1. The network manager is entitled by virtue of the relevant national and international regulations, the Concession and/or a ruling by a court of law or arbitration board, to carry out a supplementary inspection of (repaired) rail vehicles with regard to those aspects that were not included in the inspection performed under the terms of the Admission Certificate or the (supplementary) service licence or the vehicle licence.
2. Following the results of the supplementary assessment referred in the first paragraph, the network manager can give instructions to and/or impose conditions and/or restrictions on the use of the railways or exclude the

railway vehicles in question from use of the railways. The results of the assessment are reported to the railway undertaking in writing.

3. The conditions and restrictions referred to in the second paragraph can include:
   a. The setting of a re-assessment term.
   b. A re-assessment following changes made to the railway vehicle.
   c. The (temporary) application of a classification.
   d. The (temporary) application of reasonably necessary measures to the infrastructure at the expense of the railway undertaking.
4. The railway undertaking will provide the network manager with information on the identification and the deployment possibilities and limitations of the railway vehicles used by the railway undertaking.
5. At the network manager's first request, the railway undertaking will, with regard to the relevant railway vehicle, submit a valid EC inspection statement and/or, for rail vehicles as referred to in Section 41(b) Rail Traffic Decree, a valid Admission Certificate and/or exemption as referred to in Section 46 Railways Act as applicable on 1 April 2012 or a (supplementary) service licence or a vehicle licence.
6. The responsibility of the railway undertaking for a deployed railway vehicle ends as soon as another railway undertaking has transported or moved that vehicle, or has notified the network manager that it assumes responsibility for the vehicle.
7. If a railway undertaking, barring an exemption as referred to in Section 26(5) Railways Act, acts in contravention of the prohibition referred to in Section 26k(1) Railways Act or is not in possession of a valid Admission Certificate or a (supplementary) service licence and/or the railway undertaking does not use the railways in accordance with the assessment as referred to in this article, the network manager is entitled to immediately refuse the railway undertaking use of the rail vehicle in question on the railways and to instruct that such use be terminated at once. The ensuing costs are for the account of the railway undertaking.The network manager is also entitled to refuse the use of railway vehicles if they no longer meet the technical specifications on which they were assessed during the approval process. Such railway vehicles may, if deployed on the railways, only be moved by the railway undertaking under its own risk, with the permission of the network manager and subject to certain conditions.

Article 11 Safety and the environment

1. Railway undertakings that make use of a railway yard managed by the network manager and perform permit-linked activities thereon may only do so within the framework of the environmental permit issued for said activities. Railway undertakings shall give the network manager the opportunity to assess in advance whether the proposed operations at railway yards are pursuant to the conditions of the Environmental Management Act and the applicable environmental permit. Railway undertakings that (plan to) carry out operations at railway yards that require an environmental permit, are obliged to consult and comply with the provisions of the environmental permit in question.The network manager is responsible for enabling adequate performance under the terms of the issued permits.
2. The railway undertaking will use the railway infrastructure in accordance with the restrictions to use and user regulations stated in Chapter 3.4.1 and Appendix 9 of the Network Statement.
3. The railway undertaking will apply and environmental care system that supports compliance with the restrictions to use and user regulations as prescribed by the environmental and occupancy permits granted to the network manager. The railway undertaking will make the particulars entered into the environmental care system available to the network manager. The railway undertaking accepts that the network manager can, to verify compliance, also use other non-discriminatory measures that provide a fair view of the situation.
4. The railway undertaking will notify the network manager as soon as possible of any risk or occurrence of damage by the railway undertaking to the railways and/or the environment and/or the safety of third parties. This notification is without prejudice to the legal and contractual obligations of the railway undertaking.
5. The network manager is entitled by virtue of relevant national and international regulations and/or a ruling by a court of law or arbitration board to determine that certain rail-based operating processes of the railway undertaking specified by the network manager may not be carried out on the railways, or may only be carried out at the locations designated by the network manager and/or subject to conditions imposed by it and/or using the facilities located at the site.
   Included under operating processes are:
   a. Internal and external cleaning of railway vehicles.
   b. Testing of railway vehicles.
   c. Refuelling.
   d. Stabling of railway vehicles.
   e. Removal of waste resulting from operating processes and from railway vehicles.
   f. Inspection and maintenance of and/or repairs to railway vehicles.
6. The railway undertaking will refrain from actions that exceed the noise limit values set by law or that infringe upon the relevant conditions of the permits prescribed pursuant to the Environmental Law (General Conditions) Act.
7. The network manager can give instructions to the railway undertaking in case of a potential infringement of the noise limit values or conditions referred to in the previous paragraph.

8. If the competent authority charged with monitoring compliance of a permit granted by law to the network manager or statutory regulations regarding the use of the railways ascertains an infringement of the applicable provisions and notifies the network manager thereof in writing, the network manager will in case of a suspicion that said breach has effectively been committed by the railway undertaking notify the railway undertaking thereof in writing as soon as possible, in any event within three working days of itself having received notification.
9. The railway undertaking and the network manager will enter into consultation on the infringement described in the notification as referred to in the eight paragraph, including the presentation of a defence.
10. If the railway undertaking is of the opinion that a party other than the railway undertaking has committed the infringement referred to in the eight paragraph or that the infringement was in fact not committed, it will inform the network manager thereof, stating reasons, within ten working days of receipt of the notification. Findings of the competent authority endorsed by the network manager will serve as proof of non-compliance of the regulations as referred to in this article, unless the railway undertaking in its written reaction to the network manager provides explicit and motivated arguments that can be used by the network manager in its defence against the findings.
11. The railway undertaking will reimburse the penalty imposed on, or deposit forfeited by, the network manager with regard to an infringement as referred to in the eight paragraph, unless the network manager, contrary to the request of the railway undertaking, has failed to present a defence against the penalty or forfeited deposit and/or has not given the railway undertaking an opportunity to present a defence against the penalty or forfeited deposit.
12. The railway undertaking will promptly provide the network manager with the necessary information to present a defence against the infringement described in the notification as referred to in the eight paragraph. The network manager reserves the right to abstain from presenting a defence if such is evidently pointless or the railway undertaking fails to provide the network manager with the necessary information, in which case the railway undertaking will compensate the penalty or forfeited deposit to the network manager. The network manager will inform the railway undertaking on the course of the defence proceedings.
13. The costs of the defence with regard to infringements as referred to in the eight paragraph are at the expense of the railway undertaking, with the exception of those cases in which the network manager has a joint interest in the defence owing to the possible consequences for the usability of the railways or in those cases that the parties have agreed in consultation to oppose the qualification of the ascertained facts as an infringement, whereby a different allocation of costs was agreed upon.

Article 12 Storage of liquids for the running of railway vehicles

The railway undertaking is exclusively permitted - outside the situations described in the Operational Conditions - to tranship environmentally dangerous liquids required for the traction of railway vehicles and the operation of equipment at appropriate sites designated by the network manager, as referred to in Appendix 21 of the Network Statement (refuelling facilities).

Article 13 Train traffic restoration measures

1. The parties will in case of a disruption of rail traffic do all that may reasonably be expected of them to resolve the disruption and limit the negative consequences thereof.
2. In this context, the network manager can take various measures, including the detention, rerouting, insertion, slowing down or speeding up of trains, or the cancellation of train paths. The network manager will thereby apply the relevant regulations of the Network Statement as stated in Article 2.1 of the Operational Conditions.
3. If the network manager offers a replacement train path in the cases as referred to in Paragraph 2 and Article 9 Paragraph 7, the user charge for the replacement path will not be higher than for the original train path.

Article 14 Cooperation by railway undertaking

1. The railway undertaking will at the instruction of the network manager cooperate in measures aimed at resolving a disruption, regardless of the cause thereof. If the network manager deems such necessary, the railway undertaking will make its equipment and auxiliary staff available in as far as such equipment and staff are suitable for the intended purpose.
2. The costs of the assistance referred to in Paragraph 1 incurred by the railway undertaking, which has not caused the disruption, will be at the expense of the network manager.
3. If the disruption is for the risk and account of the railway undertaking, it will, at the network manager's first request, compensate the network manager for the costs referred to in Paragraph 2 as well as all other costs incurred by the network manager in resolving the disruption.
4. If the railway undertaking providing assistance, despite exercising the necessary care, causes damage to the railway undertaking receiving assistance and/or the network manager or itself suffers damage, the resulting loss is for the risk and account of the party to which the disruption can be attributed.
5. If the railway undertaking providing assistance, despite exercising the necessary care, causes damage to a third party not being a party involved in the disruption, the resulting loss is for the risk and account of the

party causing the disruption.\ The party causing the disruption will, if necessary, indemnify the other stakeholders in the disruption against any claims for compensation by such third parties.
6. The railway undertaking will participate in the response organisation subject to regulations of the Access Agreement as stated in Section 4.1 of the Operational Conditions.

Article 15 Presence on railways

1. If the railway undertaking allows (auxiliary) staff to be present on or along the railways, such takes place at the risk and account of the railway undertaking.
2. The railway undertaking will ensure that the (auxiliary) staff referred to in the first paragraph has received adequate instructions concerning the safe and properly organised presence on the railways.
3. Auxiliary staff of the railway undertaking working on the railways shall be able to provide proper identification, in the form of a service pass or written instruction as auxiliary staff of the railway undertaking.

Article 16 Inspections and instructions

1. The network manager is authorised, with a view to performing the tasks and responsibilities assigned by virtue of the relevant national and international regulations and/or a ruling by a court of law or arbitration board, to carry out inspections and/or give necessary instructions to (the auxiliary staff of) the railway undertaking who will comply with such without delay. The categories of officials of the network manager who are entitled to exercise the above authority are defined in the Access Agreement.
2. The authority of the network manager as referred to in the first paragraph can exclusively be exercised for the purpose of protecting the railways, preventing or controlling nuisance experienced by the environment and other users of the railways, and the safe and effective use of the railways.
3. The inspections and instructions will cause as little hindrance as possible to the normal operating activities of the railway undertaking and will be carried out or issued, respectively, in a manner that causes minimal burden. The network manager exclusively has access to those railway vehicles, systems and equipment of the railway undertaking that are relevant to the inspection.
4. The railway undertaking will comply with instructions given by the network manager as referred to in these General Terms & Conditions. In case of failure to comply immediately with a lawful instruction as referred to in these General Terms & Conditions, the railway undertaking will forfeit an immediately payable fine of € 1,000 for the first infringement, € 2,500 for the second infringement and € 5,000 for every subsequent infringement per timetable year, without prejudice to the right of the network manager to demand compensation. In case a series of infringements consists of the failure to comply with one and the same instruction, the right of the network manager to demand an immediately payable fine of € 5,000 per infringement is maximised at € 25,000 for the series of infringements.
5. If the railway undertaking fails to comply with an instruction given by the network manager, compliance with which is deemed necessary in order to prevent damage, potential damage, terminate a wrongful situation, nuisance and/or to effect speedy restoration of the rail traffic as referred to in Article 13 Paragraph 1 of these General Terms & Conditions, the network manager is entitled to have the actions and/or work ensuing from the instruction carried out at the risk and expense of the railway undertaking.

Titel IV. Liability

Article 17 Conditions of liability

1. The provisions of CUI, Title III, apply mutatis mutandis to the Access Agreement concluded between the railway undertaking and the network manager, insofar as not deviated therefrom in Title IV of these General Terms & Conditions.
2. The limitation of liability of a party as described here in Title IV does not apply if the loss is the result of any action or negligence by that party acting either with the intent to cause said loss, or with recklessness and the knowledge that such loss could probably result therefrom.
3. The network manager and the railway undertaking accept liability for their auxiliary staff.
4. Any claim by auxiliary staff of the railway undertaking against the network manager in respect of liability for loss caused by the network manager, as well as any claim by auxiliary staff of the network manager against the railway undertaking in respect of liability for loss caused by the railway undertaking can, irrespective of the legal ground, only be filed subject to the conditions and limitations of the General Terms & Conditions.
5. The handling costs are related to the loss amount, comprising the loss items referred to in Article 18, Paragraph 1(a), (b) and (c) and Article 19, Paragraph 1(a), (b) and (c), which are determined according to the table below:

Loss amount	Handling costs
from € 0 to € 100,000	2.5% of the loss amount
from € 100,000 to € 250,000	2.0% of the loss amount
from € 250,000 to € 1,000,000	1.5% of the loss amount
from € 1,000,000 to € 5,000,000	1.0% of the loss amount

from € 5,000,000	actual costs

If the loss consists exclusively of financial loss, the handling costs can be determined on the basis of the actual costs incurred. The administration costs for handling of the loss event are thereby determined according to the table below, whereby the reference loss consists of additional office and communication costs, costs of replanning the operational activities and the costs of additional personnel required during the period that the loss event as referred to in this paragraph hampers normal operational activities.

Reference loss			administration costs
€ 5,000	to	€ 10,000	€ 350
€ 10,000	to	€ 30,000	€ 375
€ 30,000	to	€ 50,000	€ 475
€ 50,000	to	---------	1% of the reference loss

6. If liability for the loss event is recognised promptly by the network manager without objection and compensation is paid promptly, the administration costs are limited to 50% of the amounts stated in the table above.

Article 18 Liability of the network manager towards the railway undertaking

1. The network manager accepts liability to the railway undertaking:
   a. for personal injury, namely death, or any other form of bodily or emotional harm,
   b. for property damage, namely the destruction of or damage to movable and immovable property,
   c. for financial loss,

   the cause of which lies in the railways and has been inflicted upon the railway undertaking or its auxiliary staff during the use of the railways.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the network manager and services provided by the network manager, subject to the provisions of Paragraph 6 regarding the services and/or software stated therein.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation owed by the railway undertaking to parties with which it has concluded transport agreements or other third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or treaty law to pay to parties with which it has concluded transport agreements or to other third parties.
   b. For the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.
   c. For the financial loss consisting of the costs of replacement transport and handling costs, subject to the explicit condition that the railway undertaking is unable during a period of at least 8 (eight) consecutive hours, calculated from the start of the cause attributable to the network manager, to make full use of its allocated capacity:
      - the costs of replacement transport, as well as handling costs.
   d. For the financial loss consisting of the costs of replacement transport for passengers and freight shipments involved directly in the loss event:
      - the costs of replacement transport for those passengers and freight shipments, whereby ‘passengers and freight shipments involved directly in the loss event’ is understood to mean those passengers and freight shipments that make use of a railway vehicle involved in the loss event as well as those passengers and freight shipments that make use of a railway vehicle that experience a comparable degree of hinder from the loss event in the sense that the consequences of the loss event for the passengers and/or freight shipments involved are the same and have been solved in the same manner. The costs of replacement transport will be calculated until the next location where transport by train can be used again, or until another location where transport by train can be used again, if these costs are lower.
   e. For the financial loss consisting of the costs of temporary replacement of a railway vehicle that is not available for use, either temporarily or permanently, as a result of the loss event:
      - exclusively the reasonable costs of renting a railway vehicle during the period in which the railway undertaking does not, in all reasonableness, have another railway vehicle at its disposal for the scheduled transport.
3. The network manager is discharged from the liability referred to in the first paragraph:

a. In case of personal injury and financial loss ensuing from the compensation owed by the railway undertaking under the terms of the CUI Uniform Rules:
   1. if the loss event was caused by circumstances outside the operations of the network manager, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof,
   2. insofar as the loss event can be attributed to the person who has suffered the loss,
   3. if the loss event can be attributed to the behaviour of a third party, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.

b. In case of personal injury and financial loss ensuing from the compensation owed by the railway undertaking under the terms of the CUI Uniform Rules, whereby the loss is caused by a railway undertaking or an instruction by the railway undertaking that cannot be attributed to the network manager or by circumstances that, and the consequences of which, the network manager could not avoid.

c. In case of financial loss other than referred to under a and b above:
   1. if the loss event can be attributed to the railway undertaking or to an instruction given by the railway undertaking that is not attributable to the network manager,
   2. if the loss event was caused by circumstances, such as force majeure or behaviour by a third party, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.

4. The network manager accepts no liability for loss incurred by the railway undertaking as a result of an instruction by the network manager, which on grounds of the Access Agreement is lawful and given in accordance with the provisions of Article 16 of the General Terms & Conditions, as well as for the consequences of the application of Article 9 Paragraph 5 of the General Terms & Conditions.
5. The railway undertaking will not submit any claims to the network manager for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which the network manager is liable pursuant to Section 6:175 Dutch Civil Code,
   b. in which the loss results from any attributable infringement by the network manager of any statutory regulation regarding the use of the railways.
   c. as referred to in Paragraph 2(a), exclusively with respect to compensation to parties with which it has concluded transport agreement(s) pursuant to CIM and/or Title 8.18 Dutch Civil Code and the cause of which lies in the railways.

   The above is on the understanding that the compensation of financial loss as referred to in Paragraph 2(a) is only requested insofar as the financial loss exceeds € 5,000 per loss event.
6. The network manager is liable for or loss resulting from late, incorrect and/or incomplete information provided by the network manager in the context of an information service and/or software, insofar as the loss results from an attributable failure on the part of the network manager to fulfil the agreed service levels of the relevant information service, as referred to in Article 8 Paragraph 1 of these General Terms & Conditions. The network manager does not accept any liability:
   a. for indirect loss, including consequential damage, loss of profit, missed savings and loss due to stagnation in operations,
   b. for any loss exceeding the amount agreed by the parties under the relevant Service Level Agreement as consideration for the information services.

Article 19 Liability of railway undertaking towards the network manager

1. The railway undertaking is liable to the network manager:
   a. for personal injury, namely death, or any other form of bodily or emotional harm,
   b. for property damage, namely the destruction of or damage to movable and immovable property,
   c. for financial loss,

   incurred by the network manager or its auxiliary staff during the use of the railways by the operated railway vehicles or by the transported persons or freight.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the network manager and services provided by the network manager.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation that the network manager owes to third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or treaty law to pay to third parties.
   b. For the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.

c. For the financial loss, subject to the explicit condition that, if due to a cause attributable to the railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least 8 consecutive hours, calculated from the start of the event:
   - the reasonable costs of cancellation and rescheduling of work that was planned to be carried out in the period during which the loss event hindered normal operations and which work could attributably not be carried out due to that loss event, as well as the handling costs.

3. The railway undertaking is discharged from the liability referred to in the first paragraph:
   a. In case of personal injury:
      1. if the loss event was caused by circumstances outside the operations of the railway undertaking, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
      2. insofar as the loss event can be attributed to the person who has suffered the loss,
      3. if the loss event can be attributed to the acts of a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
   b. In case of property damage, when the damage is attributable to the network manager or to an instruction by the network manager which cannot be attributed to the railway undertaking or through circumstances that the railway undertaking could not avoid and could not prevent the consequences thereof.
   c. In case of financial loss:
      1. if the loss event can be attributed to the network manager or to an instruction given by the network manager that is not attributable to the railway undertaking,
      2. if the loss event was caused by circumstances, such as force majeure or acts by a third party, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
4. The network manager will not submit any claims to the railway undertaking for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which the network manager is liable pursuant to Section 6:175 in conjunction with Sections 8:1670 et seq. Dutch Civil Code,
   b. in which the loss results from any attributable infringement by the railway undertaking of any statutory regulation regarding the use of the railways.

   The above is on the understanding that the compensation of financial loss as referred to in Paragraph 2(a) is only requested insofar as the financial loss exceeds € 5,000 per loss event.
5. The railway undertaking indemnifies the network manager against all claims relating to any attributable infringement by the railway undertaking of any statutory regulation.
6. In case of property damage to the railways, the settlement of benefit is only applied if the network manager actually benefits from the repair of the property damage. This is only assumed if the repair of the property damage results in the postponement, in relation to the network manager's planning, by more than five years of the first following complete renewal of the element (not being a single component) of the railways of which the repaired property is part. The network manager will, on request, provide the railway undertaking with the relevant planning. The network manager will, in case of an appeal to settlement of benefit, provide evidence of the planning.

Article 20 Liability amongst railway undertakings

1. The railway undertaking is liable towards another railway undertaking:
   a. for personal injury,
   b. for loss of and damage to property, irrespective of the ownership position,
   c. for financial loss,

   incurred by the railway undertaking or its auxiliary staff during the use of the railways by the operated rail vehicles or by the transported persons or freight.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the network manager and the services provided by the network manager.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation owed by the other railway undertaking to parties with which it has concluded transport agreements or other third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or international law to pay to parties with which it has concluded transport agreements or other third parties.
   b. For the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.

c. For the financial loss consisting of the costs of replacement transport in the Netherlands as well as the handling costs, subject to the explicit condition that, if due to a cause attributable to a railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least eight consecutive hours, calculated from the start of the event: the charged cost of replacement transport (by third parties):
   - the costs of replacement transport, as well as handling costs.

d. For the financial loss consisting of the costs of replacement transport in the Netherlands for passengers and freight shipments involved directly in the loss event:
   - the costs of replacement transport for those passengers and freight shipments, whereby 'passengers and freight shipments involved directly in the loss event' is understood to mean those passengers and freight shipments that make use of a railway vehicle involved in the loss event as well as those passengers and freight shipments that make use of a railway vehicle that experience a comparable degree of hinder from the loss event in the sense that the consequences of the loss event for the passengers and/or freight shipments involved are the same and have been solved in the same manner.

e. For the financial loss consisting of the costs of temporary replacement of a railway vehicle that is not available for use, either temporarily or permanently, as a result of the loss event:
   - exclusively the reasonable costs of renting a railway vehicle during the period in which the railway undertaking does not, in all reasonableness, have another railway vehicle at its disposal for the scheduled transport.

3. The railway undertaking is discharged from the liability referred to in the first paragraph if the loss event:
   a. is attributable to the other railway undertaking or to an instructions given by the other railway undertaking which is not attributable to the railway undertaking,
   b. was caused by circumstances, such as force majeure or behaviour by a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
4. The railway undertaking will not submit any claims to another railway undertaking for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which liability is based on Section 6:175 Dutch Civil Code in conjunction with Section 8:1670 et seq Dutch Civil Code,
   b. in which the loss results from any attributable infringement by the other railway undertaking of any statutory regulation regarding the use of the railways.
5. This article is a third-party clause as referred to in Section 6:253 Dutch Civil Code. The railway undertaking accepts that another railway undertaking that has also accepted these General Terms & Conditions also has the right to directly invoke the conditions in these General Terms & Conditions that are relevant to the relationship between the railway undertakings.

Article 21 Attributable failure

Without prejudice to the provisions of Title IV above, a party who attributably fails to fulfil its obligations, after having been notified of this failure and given a reasonable period to rectify the situation, but has nevertheless failed to do so, is liable for the loss incurred by the other party, on the understanding that, except in the case of intent and/or deliberate recklessness, loss of turnover or profit by the other party is not eligible for compensation. Article 18 Paragraph 5, and Article 19 Paragraph 4 of these General Terms & Conditions apply mutatis mutandis.

Article 22 Limitation of liability, prescription and force majeure

1. The liability of the parties in any form whatsoever is limited to that provided under Title IV, without prejudice to the right of the parties to demand fulfilment of the provisions of the Access Agreement and/or these General Terms & Conditions.
2. A claim by the titleholder or the network manager based on the Access Agreement and/or these General Terms & Conditions lapses three years from the date of the event that gave rise to the claim.
3. In case of the death of persons, a time limit applies of three years starting from the day after decease, but no more than five years starting from the day after the accident.
4. If the claim by the network manager is based on an event with regard to which the titleholder has recourse against the other party of a transport agreement concluded by the titleholder, the claim by the network manager on the titleholder will lapse one month before the expiry of the time limit that applies by law or treaty to the claim by the titleholder on the other party of a transport contract concluded by the titleholder.
5. If the claim by the titleholder is based on an event governed by a transport agreement concluded by the titleholder whereby the titleholder takes recourse against the network manager, the claim by the titleholder on the network manager will lapse one month after expiry of the time limit that applies by law or treaty to the claim governed by the transport agreement.
6. Prescription is suspended if one of the parties submits the dispute to a body in the sense of Article 29 or if the matter is submitted to an arbitration board.
7. The network manager and/or the titleholder are in case of force majeure not liable for any loss whatsoever. Force majeure in the sense of these General Terms & Conditions also includes the meaning given thereto by

law and legal precedents. Also regarded as force mature are power failures not caused by the network manager, suicides or attempts thereto, behaviour by animals, national or local strikes or work stoppages, whether or not organised, at the company of the network manager and/or of the titleholder.

8. The provisions of Paragraph 7 are without prejudice to the obligations of the network manager under Section 5 Network Infrastructure Regulations.
9. In case auxiliary staff incur losses that can be attributed to both the network manager and the titleholder, the network manager and the titleholder now for then indemnify one another against any claims by auxiliary staff for compensation insofar as such is attributable to the network manager and the titleholder, respectively. This indemnification also applies to claims for compensation that is attributable entirely to the network manager and for which the auxiliary staff brings a claim against the titleholder, and vice versa.
10. in case a scheme applies between the network manager and the titleholder for the compensation of a specific loss event, the network manager and the titleholder now for then indemnify one another against any claims by auxiliary staff engaged by the network manager and the titleholder, respectively, relating to the loss event in question.

Titel V. Financial stipulations

Article 23 Charges

1. The user charges and other charges for access to and use of the railways, the related service facilities and services offered by the network manager are calculated subject to the relevant provisions of the Network Statement.
2. A user charge of nil applies for the use of the railway infrastructure for the performance of instructions by the network manager with regard to the management of the railways. Trains for which no user charge is due under the terms of this provision will receive no timetable drafting support by the One-Stop-Shop of the network manager.
3. In order to determine the user charge for the service as referred to in Article 1(e) and Article 3(a) of Annex II of Directive 2012/34/EU, the titleholder will provide the network manager with invoices, including the accompanying proof of payment, for the tractive power purchased by the titleholder, unless the quantity is adequately reflected by information made available by the network manager by the energy purchasing organisation, authorised thereto by the titleholder. The railway undertaking authorises the network manager to verify with the tractive power supplier whether the submitted invoices cover the total tractive power supplied.
4. The network manager will invoice the user charge and other charges referred to in paragraph 1 per calendar month. If the network manager sends a provisional invoice, this will be followed by a final invoice within 6 months.
5. The final settlement of amounts due under a performance scheme will be invoiced within six months of expiry of the period to which the performance scheme relates.
6. The invoiced used charge is not eligible for set-off in the sense of Section 6:127(2) Dutch Civil Code, with the exception of the set-off of undisputed claims and claims based on a decision by a court of law or arbitration board.
7. The network manager may in case of reasonable doubt about the creditworthiness of the titleholder at all times demand that the titleholder issue a financial guarantee in the sense of the Implementing Regulation (EU) 2015/10 as security for fulfilment of its financial obligations under the Access Agreement and the General Terms & Conditions, as referred to in this article.
8. The costs of the security referred to in the previous paragraph are borne by the titleholder.

Article 24 Payment conditions

1. The titleholder and the network manager will pay the amounts owed by virtue of the Access Agreement and these General Terms & Conditions no later than 30 days after receipt of the invoice. In case of non-cash transfers, the date of receipt by the recipient's bank is regarded as the date of payment.
2. If the network manager or the titleholder fail to pay the amounts due under the Access Agreement and these General Terms & Conditions in the manner set out above, and the failure is due to a cause attributable to the network manager or the titleholder, the amount due is increased by statutory interest in accordance with Section 6:119a Dutch Civil Code, calculated from the final day on which payment should have been made.
3. All amounts due under the Access Agreement and/or these General Terms & Conditions are stated in euro and exclusive of VAT.
4. Objections against the amount of the final invoice will be submitted in writing within two months of receipt of the invoice. On expiry of the aforementioned term, the parties lose their right to appeal against the amount of the invoice. Systematic defects that come to light during the handling of a timely submitted objection against an invoice will, however, also lead to the recalculation of earlier invoices for which the term of objection has already expired. This paragraph does not apply to invoices submitted with a view to acquiring compensation.

5. Following an objection as referred to in the fourth paragraph, the titleholder is authorised to suspend payment of the invoice until the network manager has voiced its opinion on the validity of the objection. In case of partial dispute of the invoice, the undisputed part of the invoice will be settled within the term of payment.
6. In deviation of the provisions of the first paragraph, invoices for compensation will be paid within 30 days of the amount of the compensation having been established and communicated to the party obliged to pay such. In deviation of the second paragraph, amounts due in compensation are subject to the statutory interest in accordance with Section 6:119 Dutch Civil Code.

Titel VI. Suspension and termination of Access Agreement

Article 25 Suspension of Access Agreement

1. The network manager and/or the titleholder can suspend performance of the Access Agreement in full or in part on grounds of Section 6:52 Dutch Civil Code.
2. The network manager can suspend performance of the Access Agreement in full or in part following a report as referred to in Article 7 Paragraph 2 or after receipt of the Minister's decision to withdraw the documents referred to in Article 7 Paragraph 2 or if the railway undertaking cannot submit a valid proof of insurance within the meaning of Section 55 Railways Act. The network manager will first exercise the right of suspension after having notified the titleholder that and on what grounds the suspension will take place.
3. In case of payment by the titleholder after the term referred to in Article 24 Paragraph 1 of these General Terms & Conditions, the network manager may only suspend performance of the Access Agreement if the titleholder has exceeded the payment term for two successive periodic payments or for two payments within twelve months.
4. During the suspension, the titleholder and the network manager are obliged to take appropriate measures to prevent and limit the occurrence of loss.
5. The suspension ends on the lapse of the reason for suspension and the suspending party has received notification thereof from the other party. The titleholder can again exercise its full claim to the agreed capacity from no later than the fourth day after ending of the suspension.

Article 26 Termination by the network manager

1. The network manager can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
   a. The network manager loses the Concession, either in full or in part, in as far as relevant to the provision of service by the network manager to the titleholder.
   b. The network manager is declared bankrupt or insolvent.
   c. The network manager is granted a moratorium.
   d. The titleholder has during a period of at least one year not used the allocated capacity.
   e. The titleholder is no longer authorised to participate in rail traffic.
   f. The titleholder has payment arrears:
      i. during two successive instalments and for an amount larger than the payments referred to in Article 23 for one month,
      ii. during more than two instalments and for an amount equal to the payments referred to in Article 23 for two months.
   g. The titleholder defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads.
   h. The auxiliary staff or the railway vehicles to be used no longer meet the applicable safety requirements.
2. The network manager can terminate the Access Agreement by registered letter subject to a notice period of two months, in case of:
   a. A mandatory change in the relevant regulations, the consequences of which could not be foreseen, which prejudice the obligations of the network manager and hinder the network manager in the fulfilment of its obligations.
   b. The titleholder deliberately defaults or acts in gross negligence with regard to essential contractual obligations other than those referred to in Paragraph 1(g).
3. If performance of the Access Agreement is suspended on grounds of Article 25 Paragraph 1 of these General Terms & Conditions, the network manager can, after granting the titleholder a reasonable period to rectify the situation, terminate the Access Agreement if the titleholder remains in default.

Article 27 Termination by the titleholder

1. The titleholder can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
   a. The network manager loses the Concession, either in full or in part, in as far as relevant to the provision of service by the network manager to the railway undertaking.
   b. The network manager is declared bankrupt or insolvent.
   c. The network manager is granted a moratorium.

   d. The network manager defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads.
2. The titleholder is entitled to terminate the Access Agreement, subject to a notice period of two months, in case of:
   a. A mandatory change in the relevant regulations, the consequences of which could not be foreseen, which prejudice the obligations of the titleholder and hinder the titleholder in the fulfilment of its obligations.
   b. The network manager deliberately defaults or acts in gross negligence with regard to other essential contractual obligations.
3. In cases other than those referred to in the first two paragraphs, the titleholder can terminate the Access Agreements by registered letter, subject to the notice period stated in the Access Agreement.
4. If performance of the Access Agreement is suspended on grounds of Article 25 Paragraph 1 of these General Terms & Conditions, the network manager can, after granting the titleholder a reasonable period to rectify the situation, terminate the Access Agreement if the titleholder remains in default.
5. If the network manager changes the Access Agreement and/or General Terms & Conditions, the titleholder can, if it objects to the change, terminate the Access Agreement, subject to a notice period of three months from the moment the change comes into effect.

Article 28 Compensation on termination of the Access Agreement

No compensation whatsoever is payable in case of termination of the Access Agreement under Title VI, except in the case of termination on grounds of a moratorium, bankruptcy or attributable failure.

Article 29 Scope, applicable law and resolution of disputes

1. These General Terms & Conditions are applicable to Access Agreements.
2. The Access Agreement and the General Terms & Conditions are governed by Dutch law, including international treaties applicable in the Netherlands, in particular the COTIF 1999 with Annexes.
3. All disputes, with the exception of those ensuing from Section 61 Railways Act and the Order in Council based thereon, ensuing from the Access Agreement and/or these General Terms & Conditions, which the parties cannot settle amicably will be submitted to the competent civil court in Rotterdam or to a committee appointed by the parties in which the parties appoint an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties.
4. In deviation of Paragraph 3, the parties can agree that the disputes as referred to same paragraph will be solved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
5. Paragraphs 1 to 4 of this article are without prejudice to Section 71 Railways Act.

Appendix 6 Operational Conditions (Chapter 2.4)

Operational Conditions Access Agreement ProRail 2021 (version 28 May 2019)

1 Capacity planning

1.1 Route scheduling responsibilities

For the process relating to requests for capacity, see Chapter 4 of this Network Statement.

1.2 Exceptional Transport[90]

There are two types of schemes for Exceptional Transport: standard and customised schemes. The standard schemes for Exceptional Transport can be divided into two types:

1. The scheme for Out-of-Gauge transport:
2. The scheme for transport above load class C2.

If a standard scheme for Exceptional Transport applies, there is no need for a customised scheme, except where required by UIC leaflet 502-1 (see Chapter 1 and Chapter 4.3).

Application of the schemes for Exceptional Transport is necessary in the cases below:[91]

- The running of high-speed passenger trains longer than 400m.[92]
- The running of freight trains longer than 740m.[93]
- The running of trains that are not suitable for a running speed of at least 60 km/h on route sections designed for a speed of 80 km/h.[94]
- The running of railway vehicles, the vehicle gauge of which exceeds the loading gauge for that route section.[95]
- The running of trains that include vehicles carrying a load that exceeds Loading Class C2.[96]
- The running of trains or vehicles under an exemption granted pursuant to the Railways Act, whereby specific conditions are to be agreed with the network manager.[97]
- The running of railway vehicles which under the terms of the UIC regulations (UIC Leaflet 502-1) are qualified as Exceptional Transport.
- The running of trains of which the last vehicle is unbraked.

The network manager does not admit vehicles as Exceptional Transport unless the applicable conditions – as prescribed in the Regulations for Exceptional Transport – are met. The regulations for Exceptional Transport can be requested from the ProRail One-Stop-Shop (oss-bv@prorail.nl). The network manager will make every effort to report within 14 days whether the Exceptional Transport is possible and what instructions apply to the transport. More information on the procedure for requesting Exceptional Transport and the regulations applicable to Exceptional Transport can be found on the Logistics Portal.

General points of departure for Exceptional Transport

- The railway undertaking ensures that the provisions contained in the Regulations for Exceptional Transport are applied and observed in the course of its business operations.

90 See Network Statement, Chapters 2.5 and 3.3.2.
91 See Network Statement, Chapter 2.5.
92 See Network Statement, Chapter 3.3.2.5.
93 See Network Statement, Chapter 3.3.2.5.
94 See Network Statement, Chapters 3.3.2.4 and Appendix 16.
95 See Network Statement Chapter 3.3.2.1; an exemption by the Minister of Infrastructure and Water Management pursuant to Section 36 Railways Act is required in some cases.
96 See Network Statement, Chapter 3.3.2.2.
97 Section 36 Railways Act.

- The railway undertaking has to establish whether the route, choice of route and speed of the train intended for transport are compliant with the regulations. If this is not the case, then the train's existing timetable will have to be changed or – in the event that this is not possible – a request shall be submitted for ad hoc capacity for a train with an adjusted timetable. In both cases, the railway undertaking shall refer to the applicable regulations.
- The railway undertaking shall submit a new 'change train' order when changing the train characteristics of an existing train to Exceptional Transport.

Standard scheme for Exceptional Transport
The user regulations 'Exceptional Transport, possibilities for the standard scheme regarding axle loads and load per unit of length' (GVS00094), see the Logistics Portal of ProRail, lists a number of standard classes that refer to loading classes C3, C4, D2, D4, D5 and E5 according to NEN-EN15528, as well as a number of specific railway vehicles, with for each class/type the admissible route sections and corresponding speed limits. Route sections that are suitable for loads that exceed loading class C2 are stated in Appendix 13-1 to the Network Statement and in the GVS00094.

For the transport of railway vehicles fitting within one of these class/types, the railway undertaking can make use of this standard scheme for exceptional transport without specific permission from ProRail on the sections approved for this purpose and with due observance of the associated speed restrictions in accordance with GVS00094.

In that case, however, the railway undertaking shall, for the benefit of all involved in the transport, indicate the application of a standard scheme by adding SWV to the train number and a reference to the loading class (example: '45109 SWV-D4') in the timetable documents.

Standard scheme for out-of-gauge transport
Specially coded wagons which carry coded intermodal load units and/or transports yet to be designated by the network manager may utilise the allocated capacity insofar as they comply with the conditions stated on the Logistics Portal of ProRail, as described in the standard conditions applicable to out-of-gauge transport. The railway undertaking shall indicate by applying the suffix BP1, BP2, BP3 to the train number in the timetable documents, that the train in question is one to which the standard scheme for Exceptional Transport apply, due to the out-of-gauge load.

Customised scheme
In other cases of Exceptional Transport, railway undertakings may conclude an incidental scheme for Exceptional Transport with the network manager. The scheme comprises a description of the allocated route, period of validity, operational conditions, exemptions granted and, wherever applicable, permitted dimensions and/or weight. The provision of specific Exceptional Transport scheme is accompanied by a regular order request. By applying the suffix "BV" to the train number in the timetable documents, the railway undertaking shall indicate that the train in question is one to which the specific scheme for Exceptional Transport apply, making reference to the applicable scheme.

1.3 Train numbering[98]

With a view to avoiding any misunderstanding in communication concerning trains, all trains are identified by means of a train number that is unique within a single day. These same train numbers are used in requests for capacity allocation, the recording of capacity allocation and for administrative purposes (such as the billing of user charges).

Domestic train numbers
The network manager concludes agreements for each timetable year with each of the railway undertakings on the numbers to be used for domestic traffic. These agreements also comprise the handling of supplements and changes during a timetable year.

Train numbers for international traffic
Train numbers for international traffic for freight transport and passenger transport are allocated according to UIC leaflet 419-2 and UIC leaflet 419-1, respectively by:

- DB Netze (traffic to and from Germany and onwards),

[98] See Network Statement, Chapters 2.8 and 4.

- Infrabel (traffic to and from Belgium and onwards).

International train numbers for traffic across the Dutch/German border are requested from DB Netze by the railway undertaking running the train in question from/to the Dutch/German border over the German network. International train numbers for traffic across the Dutch/Belgian border are requested from Infrabel by the railway undertaking running the train in question from/to the Dutch/German border over the Belgian network.

Recording
The train numbers (both domestic and international) are recorded by the network manager in the TNR application. This application can be accessed on the Logistics Portal of ProRail. The train number list in the application is continuously updated. Railway undertakings can at no expense acquire a subscription to the TNR application and view and/or export a current train number list at any time.

The railway undertaking can submit proposals for change to trainnumbers@prorail.nl.
The network manager will within three working days process any interim proposals for changes to the current timetable as submitted by the railway undertakings. These changes will come into force five working days after handling and mutual approval. Renumbering in no way affects capacity rights.
The network manager and the railway undertaking will follow the current train numbering sequence as provided by the TNR application.

1.4 Adjustment of capacity allocation due to works
Interim change or cancellation of the capacity allocated by the network manager to the railway undertaking is possible in the cases and under the conditions as described in the Network Statement, Chapter 4.5.5. The network manager can in case of management works for which no capacity is allocated in the annual timetable make use of available capacity or of capacity made available by agreement with the railway undertaking.

1.5 Stabling of rolling stock during possessions
Rolling stock may only be left in a decommissioned area during weekly withdrawals if the network manager indicates that this is possible in combination with the works to be carried out and if the railway undertaking can demonstrate that a technical solution or procedure has been used to ensure that the rolling stock remains cut off from tractive power supply (if applicable) and cannot start running.[99]

2 Traffic handling

2.1 Intervention[100]
Three sub-processes are described below, namely:
1. Departure procedure
2. Scheduled performance

The request and order acceptance process via ORMAS is described in Chapter 4 of this Network Statement.

2.1.1 Departure procedure

Prior notice of deviations from the agreed capacity
The railway undertaking will as soon as possible notify the local traffic control of foreseen delays and changes to the characteristics (length, tonnage, etc.) of a train, as a result of which the train could no longer use the agreed path.

[99] See also Section 3.5.1 of the Operational Conditions.
[100] See Network Statement, Chapters 4.3, 4.4.1.2, 4.4.1.3 and 4.8.2.

Reporting of unforeseen departure obstacle by the train driver
The train driver will as soon as possible after ascertaining such, notify the train dispatcher of any circumstance as a result of which his train cannot (or can no longer) depart at the agreed time.
The railway undertaking will leave the train manned at the request of the network manager if the train is unable to leave due to unforeseen circumstances.

2.1.2 Scheduled performance

In order to realise the scheduled performance of freight trains, the network manager and railway undertaking perform the steps below.

- The network manager will always provide the railway undertaking with a current timetable via RMS Client no later than 5 minutes before the scheduled departure time.
- The rail freight operator will via RMS Client give ample notice of the non-use of earlier allocated infrastructure capacity.
- If foreseen that a freight train will not use its train path, the right to the allocated train path will lapse 60 minutes before the planned departure or border crossing (into the Netherlands).
- The rail freight operator monitors the departure process of freight trains departing from train-path points in the Netherlands and communicates the train status through RMS Client (tab GTI).
- ProRail monitors cross-border freight trains entering the Netherlands, the status of those trains is communicated via VOS and made available to the railway undertaking through RMS Client.
- In case of a status change to reschedule, pending and cancel, the original train will become available for reallocation by the network manager.
- The railway undertaking provides the driver with a current timetable for scheduled departure.
- The driver strives for the passage of timetable points according to the current timetable.
- The network manager strives for traffic flow according to the allocated timetable and on the border route sections between the network manager and DB Netz/Infrabel.

2.2 Use of locally controlled areas[101]

Immediately prior to carrying out shunting or train movements, the driver of a train will contact the train dispatcher by means of a logged voice connection to request permission and make arrangements for the exchange of safety information. The train dispatcher may then issue the user instructions to the driver. The driver is obliged to observe such instructions. Prior permission from the train dispatcher is also required to park railway vehicles on tracks in locally controlled areas. Requests can be submitted for permission to use tracks in a locally controlled area:

- If a single route, whose starting, end and any intervening points are identified by means of signal, track or points numbers. A single route is always run in one direction.
- If a time-space slot for multiple consecutive movements, in which the physical boundaries of the area in which the movements are to carried out are identified by means of signal, track or points numbers, and the time limits in the form of desired starting and end times.

As soon as a driver has completed a single route entirely within a locally controlled area, the driver will report to the train dispatcher that the requested use has ended.

2.3 Rust clearance

The corrosion of rails impacts upon the reliable operation of the train detection system. With a view to preventing this, trains are designated by the network manager for the purposes of rust clearance. ProRail strives to avoid rust clearance with freight trains heavier than 3,000 tons wherever possible.

3 Safety and the environment

3.1 Rules of cooperation

In terms of agreements concerning the provision of information within the context of the application for, changes to and/or the operation of an environmental permit, the railway undertaking is expected to

[101] See Network Statement, Chapters 2.8 and 3.3.3.

supply the information requested within the period applicable in each individual case. This information relates to processes and activities that are relevant to the environmental permit and which the railway undertaking carries out or intends to carry out at the railway yard[102] in question. This includes the use of (cleaning) systems and workshops, loading & unloading facilities, the storage of (environmentally) hazardous substances, maintenance operations on rolling stock, etc.; activities for which a permit is required.

3.2 Provision of information

The railway undertaking will provide the network manager with the information below.

- The noise emission data of railway vehicles for passenger transport and locomotives as described in Section 3 of Appendix 8 to the Network Statement.
- The noise emission data of rail traffic on route sections and railway yards as described in Sections 2.4 and 2.5 of Appendix 8 to the Network statement.
- Information to support an opinion, notice of appeal, application for provisional measure following the receipt of a (preliminary) decision concerning an environmental permit.
- For those railway yards for which an environmental permits is issued that prescribes the reporting of the number of actions performed: a statement per prescribed reporting period of the number of actions prescribed under the environmental permit as performed on-site by the railway undertaking, as described in Sections 2.2 and 2.3 of Appendix 8 to the Network Statement.

3.3 Code of conduct for mobile refuelling

1. The railway undertaking is permitted to refuel at locations other than those stated in Article 12 of the General Terms & Conditions in the cases below.
   a. Self-propelled work trains, present and operational for the performance of work on the railways, which due to the nature of the work are unable to reach one of the sites designated by the network manager, as referred to in Article 12 of the General Terms & Conditions, including the situation of isolated operation.
   b. Non-self-propelled equipment, present and operational for the performance of work on the railways, which are used at a construction site.
   c. If the refuelling facilities where scheduled refuelling was to take place is defective or cannot be reached due to obstruction of the railway infrastructure.
2. Application of the exceptions is subject to the conditions below.
   a. The fuel tanks of the work trains and equipment shall be fully filled before commencement of work with the work trains and equipment.
   b. The refuelling of equipment can take place either directly or indirectly in order to power a generator that provides the equipment with electricity.
   c. Refuelling at locations other than those referred to in Article12 of the General Terms & Conditions requires the presence of a combination of facilities and measures as stated in Chapter 3.3 of Appendix 1 in Section 3 of the Netherlands Soil Protection Guideline (NRB103) and/or the relevant provisions for temporary stationary systems and delivery systems as stated in the PGS 31040.11
   d. Refuelling at a railway yard subject to an environmental permit shall take place in accordance with the relevant provisions.

3.4 Emergency repairs to railway vehicles on the main railway infrastructure[105]

A safe run check to be carried out by the railway undertaking before the departure of train may uncover defects. These defects may give grounds for emergency on-site repairs. This concerns

[102] Being a facility as referred to in Article 1.1 Paragraphs 1 and 3 of the Environmental Management Act in conjunction with Article 1.1 Paragraph 3 Environmental Permit (General Conditions) Act.

[103] The publication NRB 2012 (Netherlands Soil Protection Guideline) is available for consultation on the website of Rijkswaterstaat.

[104] The publication PGS 30 for liquid fuels – aboveground refuelling systems and delivery units is available for consultation on the website of PGS projectbureau.

[105] See Network Statement, Chapter 3.6.5.

corrective measures to prevent the ascertained train defects from causing unsafe situations on the track.

Railway undertakings shall hereby comply with the following conditions below.

1. The emergency repairs shall be reported in accordance with the 'procedure for carrying out emergency repairs to railway vehicles on the main railway network' (see Logistics Portal of ProRail).
2. The emergency repairs will be carried out on the instructions of the railway undertaking by a firm in possession of valid certification issued by the Transport Inspectorate or by another Member State.
3. The railway undertaking granting the instruction retains final responsibility for the performance of the emergency repairs.
4. The emergency repairs shall be carried out within the restrictions of the current environmental permits. The document 'Permitted repairs to rolling stock by type of track', which can be found on the Logistics Portal, states which work on the rolling stock may be carried out on which type of track (process or repair track).
5. During the emergency repairs, the railway undertaking shall limit the inconvenience to the regular process (stabling, shunting, traffic and rail infrastructure maintenance) as much as possible.
6. The railway undertaking is responsible for shunting its wagons from and to the designated track.

3.5 Rail safety

3.5.1 Planning

The railway undertaking will ensure that railway vehicles stabled on decommissioned tracks are removed before the start of the possession. Railway vehicles may only be left stabled on tracks under possession in the cases below.

- The network manager has indicated in Btd planner that such as possible in combination with the work to be carried out, and
- the railway undertaking has arranged in its safety management system that the measures agreed upon with the network manager through the Allocation Table are carried out when the railway vehicles are immobilised and cut off from tractive power supply, unless supplementary agreements have been laid down in writing in Btd planner. The agreed measures are communicated to the railway undertakings through the Allocation Table.
- If it is ascertained during the preliminary consultations that the organisation of supplementary stabling capacity is required, the railway undertaking and the network manager will in consultation determine how and under which conditions supplementary stabling capacity with the correct functionality will be made available.

3.5.2 Use of brake shoes and stop blocks

It is not permitted to use steel brake shoes to prevent a stabled railway vehicle from rolling away. An exception to this is the use of a steel brake shoe that is attached to the railway vehicle. In order to prevent a railway vehicle from rolling away, use is made of the parking brake or handbrake present on the vehicle; alternatively, wooden or plastic stopping blocks may be used that do not pose a risk of derailment if they are run over. On the Kijfhoek railway yard, the use of double steel brake shoes is permitted for slowing down and stopping railway vehicles as part of the hump process.

3.5.3 Use of railway vehicles

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees that all traction vehicles intended for structural deployment on route sections and railway yards with ATB-EG, are fitted with ATB-Vv.

In those cases that a traction vehicle not fitted with ATB-Vv is deployed on route sections and railway yards with ATB-EG, the railway undertaking will analyse the associated risks and take the necessary risk mitigation measures. This analysis will be carried out in accordance with Implementing Regulation (EU) no. 402/2013 on the adoption of a common safety method on risk evaluation and assessment. Moreover, the parties will make additional arrangements regarding the exchange of (safety) information as referred to in Article 4 of Regulation (EC) no. 1078/2012.

3.5.4 Service personnel

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees personnel operations subject to the conditions below.

1. In 40 km/h areas and after passing a signal that prescribes a maximum speed of 40 km/h, the driver will – except in case of standstill - not use any means of communication other than the safety related communications with the train dispatcher.
2. The change of drivers will only take place when the train is stationary.
3. The railway undertaking ensures the safe performance of checks of and work on rolling stock at railway yards and will provide its personnel with the necessary training and/or instructions. When providing management and maintenance, the network manager will strive for safe use of the railway infrastructure and facilities, including stabling yards and railway yards.
4. The railway undertaking ensures that personnel will only be present on or along the railway tracks in a safe manner and will provide its personnel with the necessary training and/or instructions. The network manager will provide the railway undertaking with easily accessible information on the location of the crossings, tunnels and traversers. The network manager will strive to also promptly provide information on the location of walkways, pedestrian routes, escape routes and parking spaces on railway yards via the Logistics Portal of ProRail.
5. When carrying out work on railway yards, the railway undertaking will ensure that the driver of a moving train does not experience nuisance from the use of light sources and vehicle (lights).

3.5.5 Controlling the quality of railway vehicles

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees when running own railway vehicles (lease/purchase/long-term rental) the demonstrable use of measurement data regarding the quality of the running surface of wheels, insofar as said railway vehicles are used on route sections provided with Quo Vadis measurement points.

4 Disasters and external safety

4.1 Rail incident management[106]

4.1.1 General responsibilities and agreements railway undertaking

1. The network manager and the railway undertaking will maintain an operational, tactical and strategic on-duty organisation that is up-to-date, well-trained and accessible/available 24/7:
   a. In response to train incidents (disasters).
   b. when implementing preventive and preparatory measures relating to train incidents (with a view to increasing the resilience of the rail sector, for example in the event of an increased threat of terrorism, extreme weather conditions or during major events).
2. The railway undertaking will in consultation make personnel and rolling stock available for the disaster drills to be organised by the network manager, for which the latter can request railway infrastructural capacity in accordance with Chapter 3.5 of the Network Statement.
3. The railway undertaking and the network manager will agree on a consultation structure to coordinate matters at operational, tactical and strategic level.
4. The railway undertaking is responsible for providing the network manager with any information that could facilitate effective assistance in accordance with Article 4.2.3.7 of the TSI Operations and Traffic Control and Section 25 Rail Traffic Decree in relation to Article 4.2.2.7.2 of the TSI ‘Operations and Traffic Control’. Which information is required and how it will be provided is determined in consultation with the network manager and included in the Operational Disaster Agreements, which are attached to the Access Agreement (Appendix 4). Such will in any event include:
   - Data required to prepare for the handling of a train incident: the provision, free of charge, of technical rolling stock specifications or vehicle specific instructions. In particular, with a view to salvaging (a stranded train) or rerailing trains, and safe working in and around rolling stock.
   - Contact particulars of alarm centres and on-call services.
   - Data required for the evaluation of a train incident.

[106] See Network Statement Chapter 2.8.

5. In accordance with Article 14 of the General Terms & Conditions, the railway undertaking shall provide assistance following instructions by or on behalf of (the Duty Officer of) ProRail, by providing suitable equipment and/or auxiliary persons. In providing this instruction, the network manager will after hearing the railway undertaking, take into account the necessary urgency of the assistance and the consequences thereof for the railway undertaking.
6. In accordance with Article 16 of the General Terms & Conditions, the railway undertaking shall follow the instructions of (the Duty Officer of) ProRail, with a view to realising the objectives stated in Article 16 Paragraph 2.

4.1.2 Train incident handling

Scenarios
Disasters are subdivided into 20 train incident scenarios. This alarm classification distinguishes 5 categories of disasters, which in turn are subdivided into 4 consequence levels for transport processes and response.

Scenario number	Scenario category
TIS 1	Interruption train service, derailment without victims
TIS 2	Fire
TIS 3	Collision, crash and derailment with victims
TIS 4	Dangerous goods
TIS 5	Suspicious behaviour, suspicious items and bombs

The extensive train incident scenarios are available for consultation on the Logistics Portal of ProRail (Matrix Train Incident Scenarios).

Incident response processes
Incident handling comprises 12 subaspects (incident response processes). These incident response processes are allocated to one or more parties. These parties appoint a subaspect leader for the relevant subaspect.

No.	Incident response processes	Responsibility
1	General management and coordination	Responsibility of the network manager for the rail sector. The on-duty service of a railway undertaking, involved in an incident, will as soon as possible provide notification by telephone and report on site to the general management (Rail Duty Officer).
2	Alarm	The network manager determines the scenario, and issues an alarm call to the railway undertaking on the basis of the chosen scenario and the location of the disaster.
3	Information management	The network manager collects, registers and distributes information. The railway undertaking is responsible for the provision of information relevant to the incident handling.
4	Salvage and response	Responsibility of the public order and safety services, who also have overall management from the perspective of this subaspect.The network manager has shared responsibility in this respect.
5	Reception	The railway undertaking is responsible for the reception of: a. its personnel, b. its goods or own passengers in train or at the station, and will make the necessary preparations in this respect.
6	Restoration of traffic function	Responsibility of the network manager.
7	Restoration of transport function	The railway undertaking is responsible for restoration of the transport function and will make the necessary preparations in this respect.

No.	Incident response processes	Responsibility
8	Alternative transport	The railway undertaking is responsible for arranging alternative transport for passengers (in accordance with Article 16 Passenger Rights Regulation) and goods, both at the scene of the disaster and elsewhere, and will make the necessary preparations in this respect.
9	Clearing of tracks	Responsibility of the network manager. The railway undertaking is responsible for the: • Safe rerailing and towing of its own rolling stock. • Delivery within a reasonable time of specific tools and equipment if necessary. • Performance of a follow-up procedure on the re-railed rolling stock after arrival at the destination track, or after takeover at the scene of the disaster.
10	Restoration of railway infrastructure	Responsibility of the network manager.
11	Communications	The railway undertaking is responsible for the communications regarding a disaster and will make the necessary preparations in this respect. The spokespersons of the relevant railway undertakings will coordinate their communications with the spokesperson of the network manager. In case of train incidents in which the public emergency services are involved, the authorities determine the public information policy as regards victims and public health.The railway undertaking is responsible for the: • Provision of traffic information on the factual situation on the track, whereby the alarming of the various spokespersons is organised and the provision of information is coordinated. • Provision of information on reception, alternative transport and restoration of the transport function. • Spokesperson function during and after the train incident and the required coordination with the authorities.
12	Investigation	Responsibility of legally appointed investigative body and other parties if laid down in regulations or by agreement.

The Rail Incident Management Manual explains how the rail sector is organised as regards the handling of train incidents and provides further elaboration of those processes (available for consultation on the website of ProRail).

4.2 Provision of train composition data[107]

4.2.1 Provision of information on freight trains

The railway undertaking shall provide the network manager with train composition data before the departure of a freight train.

This obligation is applicable on:

- Initial departure on the railways managed by the network manager.
- Passage of the management boundary between a railway managed by the network manager and another railway (= border crossing).

The overview will be sent to the WLIS[108] (Online system for the Transport of Dangerous Goods) no later than 5 minutes prior to the departure and 30 minutes before the passage of a management boundary with DB Netze of Infrabel, in accordance with the Provision of Load Specifications Manual.

The Provision of Load Specifications Manual is available for consultation on the Logistics Portal of ProRail.

[107] See Network Statement, Chapter 2.6.
[108] See Network Statement Appendix 24.

4.2.2 Provision of information on sets of wagons or (a group of) opposite freight wagons at railway yards

The scheme below applies to all freight wagons and at all railway yards, insofar as not agreed otherwise in the Access Agreement.

The railway undertaking will provide the network manager with information on the position and (only in case of dangerous goods) the condition and type of load of freight wagon in accordance with the Carriage of Dangerous Goods Act and the RID. The position of the wagon will be indicated by means of the track number and the position of the wagon in relation to other freight wagons on that track. The railway undertaking is responsible for the accuracy, completeness and timeliness of its information. As regards the performance of this obligation, 'timely' is understood to mean that the railway undertaking will register every movement and provide the information thereon within a timeframe of 5 minutes before and 5 minutes after the movement.

The network manager will provide the railway undertakings with the use of the WLIS system[109] for the registration and provision of information. The network manager assumes responsibility for the provision of information to public emergency services.

The procedure is further described in the document 'Provision of Load Specifications Manual', which is available for consultation on the Logistics Portal of ProRail.

5 Operations

5.1 Procedure for the operation of infrastructural elements (including ERTMS)[110]

All railway undertakings shall take measures to ensure that the operation of infrastructural elements by their employees takes place in a judicious manner. The method of operation is laid down in user regulations. Railway undertakings shall ensure that their employees are aware of and comply with the applicable operating instructions.

The relevant operating instructions are available for consultation on the Logistics Portal of ProRail. These include, for example, the operation of a staff box on the platform, a facing point lock or an infrared remote control system, but also procedures relating to ERTMS, such as ERTMS Key Management. The operating instructions are intended for both direct and indirect users. They also include measures to ensure the security and confidentiality of the specific information exchanged when using certain elements of the infrastructure.

5.2 Local particulars

The company regulations ProRail (RLN00300, which can be consulted via the website of ProRail) always apply to the access by (personnel of) railway undertakings and their auxiliary persons to buildings and sites of ProRail. In addition to the company regulations, as a tool for each railway yard, ProRail has drawn up an overview of the local particulars on the basis of local conditions and applicable environmental permits. These local particulars are bundled and available for consultation on the Logistics Portal of ProRail. The source documents from which these local details originate can also be found on the Logistics Portal. Railway undertakings[111] and the network manager will observe these local particulars.

[109] See Appendix 24 to the Network Statement.
[110] See Network Statement Chapter 2.8.
[111] See Network Statement Appendix 5, General Terms & Conditions, Section 11.

Appendix 7 Operating licences and transport market access (Chapter 2.2.3)

Operating licences
On grounds of the Railways Act, only undertakings in possession of a valid operating licence can make use of the main railway network.[112] Depending on the nature of the operating activities of the railway undertaking in question, certain requirements may or may not be deemed applicable, as set out in the table below.

Type of operating licence	Applicable requirements in terms of:		
	expertise requirements	reputation requirements	creditworthiness
Operating licence in the sense of Directive 2012/34/EU, Chapter III	yes	yes	yes
Limited operating licence exclusively for: • local shunting activities, or • undertaking own transport, or • traffic participation without transport activities	yes	no	no
Limited operating licence exclusively for: • use of the main railway network exclusively for station facilities or exchange facilities in station, or • use of the main railway network under possession with vehicles for performing work on or near the network	no	no	no

Transport licences
By law, market access regulations apply to the provision and delivery of transport services by rail.

These provisions are summarised below per transport market segment. In view of the geographical location of the Netherlands, cross-border transport is limited to transport to/from other EU Member States or countries that comply with EU regulations and are connected to the European rail network.

Public transport:

- Public passenger transport with trains exclusively stopping at stations in the Netherlands:
  - Transport permit pursuant to Passenger Transport Act 2000, whereby the right to provide transport services is limited to the transport services described in the licence.
- Public passenger transport with international passenger services stopping at only one station in the Netherlands:
  - The railway undertaking shall no later than 10 months before the start of the timetable year in which the transport will commence notify the Consumer & Market Authority (ACM) and ProRail of its intention to request capacity for transport; this duty of notification also applies to changes in transport.
  - No licence requirement or obligation, no restrictions with regard to transport services.
- Public passenger transport with international passenger services stopping at multiple stations in the Netherlands:
  - The railway undertaking shall no later than 10 months before the start of the timetable year in which the transport will commence notify the Consumer & Market Authority (ACM) and ProRail of its intention to request capacity for transport; this duty of notification also applies to changes in transport.

[112] Section 27 Paragraph 2a Railways Act.

- The international passenger service is excluded if the ACM, pursuant to Implementing Regulation (EU) no. 869/2014, decides on handling the application that the main objective of the international passenger service is the transport of passengers between stations in the Netherlands.
- The international passenger service can be excluded or limited if the ACM, pursuant to Implementing Regulation (EU) no. 869/2014, decides on handling the application that the transport service would compromise the economic equilibrium of transport services provided under a concession in the sense of Section 20(1) or (4) Passenger Transport Act 2000.

a. Passenger transport, other than public transport
   - Open market access, no restrictions for transport between stations in the Netherlands or cross-border transport to/from one or more stations in the Netherlands.

b. Freight transport
   - Domestic and cross-border freight transport: open market access, without restrictions.

c. Non-carrying rail traffic (trial runs, empty rolling stock movements, etc.):
   - Open market access, without restrictions.

Appendix 8 Reports (Chapter 2.9)

1 General

In order to comply with statutory obligations and to implement the management concession, ProRail draws up reports of noise emissions and the external safety risks related to use of the railway infrastructure. In addition, ProRail requires transport information from the railway undertaking in the context of the assessment of transfer safety. Railway undertakings shall to this end provide ProRail with information relating to their operational activities. The required information is further described in Section 2 of this appendix.
To limit the administrative burden on railway undertakings, ProRail will in drawing up the reports make as much use as possible of information that has already been collected and stored in ProRail systems for other purposes. ProRail will only submit a separate supplementary request to the railway undertakings for provision of information that ProRail has not been able to collect itself.

ProRail will in all cases that concern reports prescribed by law, and in those cases that ProRail cannot provide the necessary information, request the railway undertakings to provide the correct or supplementary information. The railway undertaking will within the set response time provide the requested supplements and corrections, thereby enabling ProRail and the railway undertaking to fulfil the obligations described by law or the permits.

Section 3 of this appendix describes the information on types of railway vehicles that railway undertakings shall provide to ProRail.

2 Reports on external safety, noise emissions and transport data

The reports and transport data to be provided by railway undertakings to ProRail will comprise:
1. Reports with regard to external safety risks on route sections.
2. Reports with regard to external safety risks at railway yards (standard situation).
3. Reports with regard to external safety risks at railway yards (exceptional situation).
4. Reports with regard to noise emissions on route sections.
5. Reports with regard to noise emissions at railway yards (exceptional situation)
6. Transport data per station relationship
7. Transport data per train

2.1 External safety on route sections

In drawing up the periodic reports with regard to the external safety relating to the transport of dangerous goods on route sections, ProRail makes use of the information provided by the railway undertakings via the WLIS system (wagon load information system) as part of their obligations under Section 4 Rail Traffic Decree.

ProRail will in the future make use of classifications into risk categories in accordance with the RID system.

2.2 External safety on railway yards (standard situation)

Railway yards that according to current environmental permits are authorised to handle shipments of dangerous goods are subject to an annual reporting obligation. In drawing up these reports, ProRail uses information provided by the railway undertaking via the WLIS system as part of their obligations under Section 16(1) Rail Traffic Decree.

ProRail may request railway undertakings to provide specific supplementary information regarding operations performed per railway yard per year:
- Shunting movements: the number of tank wagons/containers involved in shunting operations (separation/coupling of train sets, travel at railway yards).

- Loading/unloading: per railway yard, the number of tank wagons/containers that have been loaded/unloaded.
- Stabling: the number of wagons/containers stabled at railway yards.

The process below applies to requests for supplementary information.

- ProRail will provide railway undertakings that, according to the registrations in WLIS, perform arrival and/or departure operations involving trains with wagons/containers loaded with dangerous goods with a specification of the number of loaded wagons/containers with dangerous goods forming part of their trains arriving at or departing from the railway yard in question. The railway undertaking is required - following any corrections or supplements - to complete the statement with information on the operations.
- ProRail will in this statement make use of classifications into risk categories in accordance with the RID system.
- The railway undertaking will organise its operating processes in such a manner that the requested information can be provided.
- The railway undertaking will deliver this information within one month of ProRail making the statement available.

2.3 External safety on railway yards (exceptional situation)

For a number of railway yards, stricter reports have been prescribed in the environmental permit. Supplementary requirements may be to those railway yards. Further information on the obligations applicable at railway yards where a deviating report is prescribed is available on the Logistics Portal of ProRail.

2.4 Noise emissions by rail traffic on route sections

ProRail shall each calendar year submit a compliance report to the Minister of Infrastructure and Water Management regarding compliance with statutory noise limits. ProRail is moreover required under the terms of the Management Concession to prepare a 5-yearly Noise Map for the Minister. To fulfil these obligations, ProRail requires data from railway undertakings on the average realised running and composition of trains during the day, evening and night periods in the calendar year. ProRail will, at the request of the railway undertakings, strive to acquire as much of this data as possible from its own systems. The railway undertakings are responsible for the data.

2.5 Noise emissions by rail traffic (shunting) at railway yards (exceptional situation)

A specific reporting obligation is stated in the environmental permit for Oss – Elzenburg railway yard. The railway undertaking shall keep records of all shunting movements.

2.6 Transport data per station relationship

ProRail is responsible for the management of the main railway network and handles related capacity assessment, design and investment issues. In order to perform these tasks, ProRail requires transport data in the form of station relationship matrices. Further agreements on the form in which this information is provided to ProRail can be made in the Access Agreement.

2.7 Transport data per train

ProRail is responsible for transfer safety on the main railway infrastructure. In order to assess the safety risks for passengers on platforms, ProRail requires information about the number of boarding and disembarking passengers at each station and platform, preferably per individual train and enriched with information about rolling stock and time. Further agreements on the form in which this information is provided to ProRail can be made in the Access Agreement.

3 Reports on passenger rolling stock and locomotives

The reports on passenger rolling stock and locomotives provided by the railway undertakings to ProRail will include the particulars of stock types being used on the railway infrastructure managed by ProRail, as well as the particulars of overhauled stock types of which the (original) particulars have changed.

The Logistics Portal of ProRail includes a form specifying the data to be provided (Rolling stock characteristics form, version 2 dated 12/12/14). This concerns information for:

1. Capacity allocation systems
   The capacity allocation systems make use of a railway vehicle database. The railway vehicle database is also used for the calculation of running times. In the absence of such information, a railway undertaking may request the use of data already available in the railway vehicle database. ProRail will, if possible, comply with such as request, whereby any damage, either tangible or intangible, resulting from the use of these data will be at the expense and risk of the railway undertaking concerned. The data must be submitted at least six months before the railway vehicles are put into service.
2. Analysis of the tractive power supply system
   The tractive power supply system shall be suitable for railway vehicles powered by electricity. To this end, analyses are carried out whereby the specifications of these railway vehicles are required. The data must be submitted at least six months before the railway vehicles are put into service.
3. Control of noise emissions
   When new or overhauled passenger rolling stock or locomotives are granted access to the main railway infrastructure in the Netherlands, the railway undertakings operating this rolling stock will provide ProRail with noise emission data on these railway vehicles within three months of taking them into use. This applies:
   - to railway vehicles for which no type approval and admissions certificate has been issued on 1 January 2008, and
   - to railway vehicles to which after 1 January 2008 physical changes have been made with significant consequences in terms of noise emissions.

In case of passenger rolling stock and locomotives used on the open track, the emission data shall be gathered and reported in accordance with Procedure A of the CROW publication Technical Regulation Emission Methods 2006.[113]

As regards passenger rolling stock and locomotives used on railway and/or shunting yards, the emission data shall be gathered and reported in accordance with the Measurement Protocol Railway Yards version 10-11-2005 drawn up by TNO on the instructions of ProRail.[114] In deviation from the data to be provided as described in Chapter 7 of the Measurement Protocol Railway Yards, measurements are not required for the aspects ‘Braking to standstill’ and ‘Curve noise in points’. In deviation from the data to be provided as described in Chapter 7 of the Measurement Protocol Railway Yards, measurements are not required for the elements ‘Braking to standstill’ and ‘Curve noise in points’. The data about new and modified railway vehicles can be sent by mail to accountmanagement@prorail.nl.

[113] Reference to this publication is made by Appendix IV of the Rail Traffic Noise Calculation & Measurement Regulations 2012.

[114] This measurement protocol prescribes that the measurements comply with those stipulated in the Industrial Noise Measurement and Calculation Manual 1999, reference to which is made in the Rail Traffic Noise Calculation & Measurement Regulations 2012.

Appendix 9 Route sections with user restrictions (Chapter 3.4.1)

Stated in this appendix are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded. Additionally, the use of route sections may also be subject to other restrictions not stated in this appendix, such as speed restrictions or restrictions in choice of route, which are however not of an exhaustive nature. ProRail will on request provide railway undertakings with further information on all current functional/capacity restrictions on the use of route sections and railway yards.

No.	Route section	Structure	User restriction
1	Riekerpolder Aansluiting – Hoofddorp	Schipholspoortunnel	Local restriction on freight transport: Freight transport not permitted, with the exception of work and maintenance trains.
2	Den Haag Moerwijk – Delft Aansluiting	Spoortunnel Rijswijk	Local restriction on freight transport: no transport of dangerous goods permitted. Exception: the transport of batteries to and from the Leidschendam-Voorburg workshop is permitted.
3	Barendrecht Aansluiting – Kijfhoek Aansluiting Noord	Freight tracks (BE, CE and DE) in Barendrecht underpass	Passenger transport is not permitted.
4	Valburg – Nijmegen Betuweroute	Track in connecting curve near Elst direction Nijmegen (return)	Maximum train length including traction 513 m.
5	Rotterdam Lombardijen – Kijfhoek Aansluiting Noord	Passenger tracks (HJ, JJ, KJ and LJ) in Barendrecht underpass	Tracks to be used exclusively by trains for: • passenger transport • transfer of empty passenger rolling stock • light locomotive runs • transfer of maintenance machines (without freight wagons) • measurement journeys • work trains for local work
6	Wierden – Raalte	Spoortunnel Nijverdal	Local restriction on freight transport: freight transport not permitted, with the exception of trains for the management and maintenance of the Wierden – Raalte route section, including the supply and removal of required rolling stock and materials.

Passenger transport restrictions
The route sections below can be used for trains offering (private) passenger transport only after consultation 3.4.1 with ProRail.

Railways between the locations	Railways at the following locations
Haren – Waterhuizen Amersfoort – Leusden Nootdorp – Leidschendam werkplaats Lage Zwaluwe – Moerdijk Lage Zwaluwe – Oosterhout Weststad Lewedorp – Sloehaven Terneuzen – Sas van Gent Grens Terneuzen Aansluiting – Axel Aansluiting Sluiskil Aansluiting – Sluiskil Weert – Budel Grens Sittard – Born Maasvlakte – Kijfhoek (forming part of the Havenspoorlijn) Kijfhoek – Zevenaar (A15 route)*	Haven van Amsterdam, Westelijk havengebied Haven van Amsterdam, Hemhaven Haven van Amsterdam, Houtrakpolder Utrecht, Industrieterrein Lage Weide Delfzijl, stamlijn Havenschap Dordrecht, Zeehaven Dordrecht, De Staart Maastricht, Beatrixhaven Eemshaven Industrie Vlissingen, Sloehaven Zwijndrecht, Groote Lindt Roosendaal, Industrieterrein Alphen aan den Rijn, Industrieterrein Rijnhaven Tilburg, De Loven Venlo, Tradeport Almelo, Bedrijvenpark Twente Arnhem, gemeentelijke stamlijn Oss Elzenburg

* Prior consultations do not apply to the ICE Amsterdam - Frankfurt (return) on the A15 route section between Meteren and Elst (return) in case of scheduled work and disasters on the Utrecht – Arnhem (return) route section, whether or not subject to planned rerouting.

It is not permitted on the railway yards on the Betuweroute (A15 route and Havenspoorlijn) to let passengers board and disembark unless evacuation is necessary in the context of incident response (fire in train and/or stranded train).

Appendix 10 Infrastructure projects and studies (Chapter 3.8.2)

This appendix consists of three parts:

1. Infrastructure projects
   The infrastructure projects involve extensions or improvements of the railway infrastructure that are expected to become available for use in the period up to and including 2024.
   Column headers in the tables of the infrastructure projects have the meaning below.
   - description: list of projects sorted according to corridors
   - realisation approval: realisation budget made available
   - planned date: originally planned commissioning date (ready for operation)
   - revised date: if applicable, a revised planned commissioning date (ready for operation)
   - commissioning feasibility: the probability of realising the planned commissioning date, making use of the probability statuses below.
     - Uncertain : from 50% to 80%
     - Probable : from 80% to 95%
     - Certain : from 95%

2. Infrastructure study projects
   The infrastructure study projects are studies being or to be carried out by ProRail into infrastructural changes that are necessary to accommodate traffic development in the medium term (2019 – 2024), including within the framework of the Multi-year Programme on Infrastructure and Transport (MIRT) of the Ministry of Infrastructure and Water Management.

3. Performance of capacity-enhancement plans
   An overview per congestion statement on the manner of performance of the capacity-enhancement plans. Titles in the table have the meaning below.
   - Bottleneck: the cause of the congestion statement.
   - Measure: a description of the measure included in the capacity-enhancement plan.
   - Status: the project phase of the measure.
   - Ready for operation: the date on which the measure, according to current insight, is ready for operation.

   Where it is ascertained that the bottleneck is removed within a current project, the status and the ready for operation date are indicated for the project.
   The list states congestion statements and resulting measures until the measures are finalised.

1 Infrastructure projects

List of planning dates function changes infrastructure projects to end 2025				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Amsterdam - Den Haag - Rotterdam – Dordrecht				
Dordrecht and Zwijndrecht, external safety measures: remove and optimise points safety; Ddr platform tracks 1 and 2 converted into phase 1	Yes	2020		Probable
Haarlem: optimisation railway yard	No	2021	2023/2024	Probable
Hoofddorp - Hoofddorp stabling yard return: measures for small reduction in running time	Yes	2020	2021	Certain
Leiden: remove various tracks and points	Yes	2019		Uncertain
Zwijndrecht - Rotterdam Zuid: remove various points	Yes	Dec. 2020		Uncertain
Rijswijk - Delft Zuid PHS, 4 tracks	Yes	III 2024		Probable
Rotterdam/Den Haag – Utrecht				
Gouda: remove various points and tracks 4, 6 and 9	Yes	2019/2020		Probable
Amsterdam - Utrecht - Maastricht/Heerlen				
Haelen: remove points; Roermond north side: remove two switch points	Yes	2020	IV 2020	
Heerlen: remove track 214	Yes	Nov. 2020		Probable
Remove track 's-Hertogenbosch – Vught connection	No	2022		Probable
Geldermalsen: commission side platforms, track 506; 750m	Yes	Sept. 2020		Probable
Geldermalsen ready for PHS: 06/06/02 timetable	Yes	2021		Probable
Eindhoven, railway yard: track simultaneousness for PHS and West side capacity bottleneck	No	PM		
Amsterdam/Schiphol - Den Helder				
-	-	-	-	-
Amsterdam/Amersfoort - Zwolle – Groningen				
Amersfoort: renew safety system and remove points on the west side of the station	No	2024		Uncertain
Amersfoort: remove various points between the platforms and East side of the station	No	2021		Probable
Hoogeveen: speed increase	No	IV 2021		Uncertain
Onnen Zuid: congestion statement measures Groningen - Zwolle	No	IV 2020	I 2021	Probable
Zwolle - Herfte, 4 tracks Zwolle - Herfte; withdraw stabling capacity stabling yard GE (=freight yard)	Yes	June 2020	Aug. 2020	Probable
Zwolle - Herfte, 4 tracks Zwolle - Herfte; new lay-out former freight yard (GE) including safety system	Yes	Aug. 2020	Sept. 2020	Probable
Zwolle - Herfte, standing in Zwolle; RGS stabling yard ready	Yes	June 2020	July 2020	Probable
Zwolle - Herfte, 4 tracks Zwolle - Herfte including flyover Herfte connection and realisation GE (=freight yard) stabling yard: 21 wagon units	Yes	II/III 2021	Jul./Aug. 2021	Probable
Groningen Spoorzone, 4 tracks Groningen - Groningen Europapark incl. new stabling yard with 118 wagon units for Arriva and 68 for NS; remove existing stabling yard	Yes	II 2020		Certain

List of planning dates function changes infrastructure projects to end 2025				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Groningen Spoorzone, station expansion and Regionet collection	Yes	III 2022		Probable
Utrecht - Arnhem - Zevenaar				
Arnhem change platform track 4 into 2-phase platform	Yes	III 2021		Probable
Spoorzone Ede: take out of use freight yard	Yes	III 2019	IV 2019	Probable
Spoorzone Ede: track lay-out and platforms ready for PHS	Yes	2022		Uncertain
Spoorzone Ede: new station ready for exploitation	Yes	2024		Uncertain
Driebergen-Zeist: realise reversing facility, 2 extra overtaking tracks (4 tracks) and cancel 2 level crossings and new station building	Yes	II 2020	March 2020	Certain
Maarsbergen: cancel N226 level crossing by means of a tunnel	No	2024		Uncertain
SAAL corridor				
OV SAAL Medium Term - Transfer	No	2024		Uncertain
Zuidas Dok: remove switch point and scissors crossover between RAI and Zuid	Yes	2021-2023		Uncertain
Zuidas Dok: expand platform and broaden Minerva Passage	Yes	2021-2023		Uncertain
High Frequency Rail Transport Programme (PHS)				
Amsterdam Amstel-Muiderpoort: reversing facility	Yes	III 2020		Probable
Amsterdam Sloterdijk: reversing facilities from direction Zaandam, Haarlem and Schiphol	No	2022-2025		Probable
Tilburg, 4th platform track with limited accessibility		PM		
Tilburg, accelerated arrival 4th platform track	No	2023		Probable
Breukelen: signal optimisation	No	PM		
PHS Amsterdam step 1a2 – decommission railway yard Dijksgracht	No	IV 2021		Probable
PHS Amsterdam step 1b – extend platform 2 and remove points	No	IV 2022		Uncertain
PHS Amsterdam step 1c – extend platform 3 and remove points	No	I 2023		Uncertain
PHS Amsterdam step 1i - Station island: decommission tracks 14 and 15	No	II 2023		Uncertain
PHS Amsterdam step 1i - Station island: recommission tracks 14 and 15	No	IV 2023		Uncertain
PHS Amsterdam step 1j - Station island: decommission tracks 11, 12 and 13	No	I 2024		Uncertain
PHS Amsterdam step 1j - Station island: recommission track 11	No	III 2024		Uncertain
PHS Amsterdam step 1l - Station island: decommission tracks 8, 9 and 10	No	I 2025		Uncertain
PHS Amsterdam step 1l - Station island: recommission track 8	No	III 2025		Uncertain
's-Hertogenbosch-Vught: line speed dual track 80 km/h over 5.5 km	No	IV 2022	2024	Uncertain
Arnhem-Nijmegen, signal optimisation	No	II 2025		Probable
Stations and station modifications				
Den Haag CS: conversion railway yard	No	2023-2025		Uncertain

List of planning dates function changes infrastructure projects to end 2025				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
New stops				
Leeuwarden Werpsterhoek: new stop		PM		
Stabling and handling				
Alkmaar: track 1.2, increase handling capacity with 24 wagons	Yes	Sep. 2019	Nov. 2019	Certain
Hoofddorp stabling yard: realise simultaneousness, increase stabling capacity	No	2024		Probable
Uitgeest, PHS: Heerhugowaard stabling yard, 63 wagon units, accessible from Alkmaar and not from Schagen.	No	2024	2026	Probable
Watergraafsmeer: improved accessibility west side (replace diamond crossing with slips with double diamond crossing with slips)	No	2021		Uncertain
Amsterdam Westhaven, stabling yard and passenger rolling stock	No	IV 2022		Probable
PHS SAAL: Lelystad stabling yard	Yes	2020		Certain
Eindhoven: expand stabling capacity with 50 wagons module 4 (PHS)	Yes	II 2021		Uncertain
Eindhoven: expand stabling capacity passenger rolling stock wih 35 wagons (Module 1, Quick Win)	Yes	IV 2021		Uncertain
Eindhoven: modernise stabling and handling capacity module 2	No	II 2023		Uncertain
Amersfoort: expand stabling yard with 45-60 wagon units	No	Dec 2022		Uncertain
Den Haag Binckhorst: expand stabling yard with 20 wagon units	No	Dec 2020	Dec 2021	Probable
Dordrecht: expand handling capacity	Yes	Dec 2019		Certain
Rotterdam: expand handling capacity	Yes	Dec 2019	PM	
Roosendaal: expand stabling yard module A: 71 wagon units	No	I 2022	II 2024	Uncertain
Roosendaal, stabling yard module B: upgrade bexisting stabling and handling yard, tracks 11 - 14 and 17, resulting in reduction by 4 wagon units	No	III 2022	II 2024	Uncertain
Roosendaal: expand stabling yard module A: 86 wagon units	No	II 2024		Uncertain
Watergraafsmeer: increase shunting capacity	No	2020	2022	Probable
Watergraafsmeer infrastructure tracks, making infrastructure track suitable for 30 wagons, handle according to stabling capacity	Yes	IV 2019	Nov. 2019	Certain
Emmen: increase stabling capacity	No	2021	II 2021	Uncertain
Other projects				
Apeldoorn: remove points Eastside	Yes	2021		Probable
Renew overhead line infrastructure in locally controlled areas in Zeeland. Remove the point in Moerdijk and two points in Zeeuws-Vlaanderen.	No	2022		Uncertain
Blauwkapel; remove points, resulting in Maliebaan accessible only singletrack from Bilthoven	Yes	2020		Probable
Calandbrug: replace/renew	N/A	2021		Probable
Delfzijl: remove railway yard	Yes	III 2019	IV 2019	Probable
Electrification bay platform Almelo	Yes	2021		Probable
Horst-Sevenum: remove points and third track	Yes	2021		Probable
Landgraaf: cancel ATB-NG island including NAPCs		PM		

List of planning dates function changes infrastructure projects to end 2025				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Leeuwarden: simultaneousness Leeuwarden-Sneek/Harlingen-Leeuwarden, speed increase arrival Sneek and Harlingen, and service track Leeuwarden	No	2020	2021	Uncertain
Maastricht - Visé: realisation ATB EG and Vv to border including removal of points at Eijsden	No	IV 2020	2021	Uncertain
Maastricht Noord: expand station (2nd phase): service Sittard - Maastricht	No	2020	2021	Uncertain
Roosendaal-Belgian border: TBL1 automatic train control system	No	I 2021		Uncertain
Roosendaal-Vlissingen: remove various points including Oudenbosch and Zevenbergen, remove third track	No	2022		Probable
Venlo: border route section measures for ETCS in Germany		PM		
Strengthen tractive power supply Brabantroute		PM		Uncertain
Strengthen tractive power supply Brabantroute	Yes	Dec. 2020		Uncertain
Zandvoort: electric power F1	No	May 2020		Uncertain
Regional lines				
Emmen Zuid: track doubling and second platform	No	2021		Certain
Gouda (-Alphen), stabling, reversing and service facilities 12 wagons for train service Gouda-Alphen aan de Rijn	Yes	II 2021		Uncertain
Groningen – Bremen: reduction of runtime	No	2023	IV 2024	Uncertain
Groningen-Nieuweschans: capacity expansion Groningen - Winschotenfor extra express train during peak hours	Ja	IV 2020		Uncertain
Leiden – Utrecht: realisation new stops Zoeterwoude and Hazerswoude		PM		
Maaslijn (Nijmegen - Roermond): electrification	No	2023/2024		Uncertain
Maaslijn (Nijmegen - Roermond), partial track doubling and curve adjustments (acceleration measure)	No	2023/2024		Uncertain
Passing track Gouda - Waddinxveen		PM		
Track doubling Heerlen-Landgraaf	No	II 2021	II 2022	Uncertain
Utrecht – Leiden: frequency increase through reduction in running time on Bodegraven - Alphen aan den Rijn		PM		
Valleilijn: extra sub-station Lunteren	Yes	I 2020	PM	Uncertain
Groningen - Leeuwarden: extra express train	Yes	II 2020		Probable
Freight				
ECT Maasvlakte: interface ProRail safety system and ECT for accelerated arrival and departure	N/A	III 2019	IV 2019	Probable
Havenspoorlijn: remove points at Rotterdam Europoort, Pernis, Waalhaven Zuid, Europoort and Botlek	Yes	2019-2022		Certain
HoekseLijn: final safety measures freight track		PM	Jun 2020	Uncertain
Rotterdam Maasvlakte locomotive workshop: connecting the new locomotive workshop to ProRail safety system	N/A	III 2019		Probable
Sittard-Geleen: realisation Zuidelijke Spooraansluiting Chemelot	No	2022	2023/2024	Uncertain
Replace Botlekbrug with higher bridge	Yes	Apr 2019	I 2021	Uncertain
HoekseLijn: realisation of freight transfer track. Freight traffic possible Schiedam to/from Vlaardingen; temporary situation		PM		
Zevenaar step 4b: connect 3-track system in Germany to that of Netherlands	Yes	After 2022		Uncertain

List of planning dates function changes infrastructure projects to end 2025				
Description	**Realisation approval**	**Planned date**	**Revised date**	**Commissioning feasibility**
Zevenaar step 3: connect German ERTMS level baseline 3 to Dutch ERTMS level 2 baseline 2.3.0.d	Yes	After 2022		Uncertain
Venlo: connect TPN Rail terminal to Horst-Sevenum - Blerick route section, incl. freight holding track on Eastside connection.	Yes	Nov 2019		Certain
Havenspoorlijn, Waalhaven-Zuid restructuring railway yard for current and future process	No	2022		Probable

Infrastructure study projects

ProRail makes an inventory of potential future capacity bottlenecks on the main railway infrastructure and performs studies that result in proposals to prevent congestion in the future. This activity ensues from the Management Concession, which states: 'Included under this care is the preparation and performance of the expansion of the main railway network.'[115]

MIRT studies
For an overview of current studies commissioned by the Ministry of Infrastructure and Water Management within the framework of the Multi-year Programme on Infrastructure and Transport (MIRT), refer to the 2018 National Budget (MIRT, plan studies and realisation table).

High Frequency Rail Transport Programme (PHS)
ProRail is developing plan detail studies for the High Frequency Rail Transport Programme, divided into six corridors

1. Alkmaar – Amsterdam
2. Amsterdam – Eindhoven
3. Schiphol – Nijmegen
4. Den Haag – Breda
5. Breda – Eindhoven
6. Schiphol – Amsterdam – Almere – Lelystad (SAAL)
7. Goederen Zuid (Meteren – Venlo).

A number of infrastructure projects are being developed under these corridors. The planned realisation dates of these infrastructure projects can be found in the List of planning dates function changes infrastructure projects in Appendix 10.

Spoorplan Noord Nederland
Spoorplan Noord-Nederland (North Netherlands Railway Plan) has considerably increased the possibilities for travelling by train in the north of the country, which has resulted in faster connections in the region and to the Randstad. The new Eemshaven station, the Assen - Groningen rush-hour shuttle and the extra Sprinter Leeuwarden - Meppel are products that have already been realised. Many more adjustments to the track will follow in the coming period. For example, the section between Zwolle and Herfte will be expanded with two extra tracks, the section between Leeuwarden and Groningen will be double-tracked at various places and a new stabling yard will be built in Groningen. All these modifications are necessary to increase the railway capacity so that more travel options, train connections, can be offered, so that the transfer at the major stations can be improved and the travel time to the Randstad can be shortened. Spoorplan Noord Nederland has an investment volume of approximately € 1 billion (via various financing flows) of which around three quarters is currently under implementation.

ERTMS
In 2018, the rollout scope of the ERTMS programme was adjusted. This was announced in the ninth progress report of the ERTMS programme to the Lower House of Parliament (reference IENW/BSK-2018/180409 of 19 October 2018).

[115] Section 2 Paragraph 2 Management Concession 2015 - 2025.

The rollout scope has been determined as shown in the figure below.

The rollout planning is shown in the table below.

Hanzelijn trial section including Lelystad railway yard (2026)					
Rollout area A (North)			**Rollout area B (South)**		
A1	OV SAAL East	2027-2029	B1	Kijfhoek - Belgian border	2026-2028
A2	Hoofddorp - Duivendrecht	2027-2029	B2	Roosendaal - 's-Hertogenbosch	2028-2030
A3	Utrecht - Meteren	2028-2029	B3	Meteren - Eindhoven	2029-2031
			B4	Eindhoven - Venlo	2029-2031

Performance of capacity-enhancement plans

Measure	Status	Ready for operation
Congestion statement 2009 (2010 Timetable), entire Waalhaven Zuid railway yard		
Bottleneck: • Stabling yard for locomotives • Points 207 a/b – 211 a/b (scissor points RSC)		
Plan study started. Besides railway infrastructure measures, ProRail also looks at process measures (better utilisation)	Q4 2016 start development preferred variant 1st phase.	2024
Congestion statement 2011/02, Watergraafsmeer railway yard		
Bottleneck: The requested stabling capacity exceeds the available stabling capacity. The capacity enhancement plan proposes the measures below.		
ProRail is studying the possibility of by the end of 2015 delivering an additional 31 wagon units in stabling and service capacity by realising an alternative location for the Infratrack function and using the released space for extending the stabling and service capacity. The activities of ProRail Asset Management at Watergraafsmeer will be inventoried and an alternative location will be realised where necessary.	Plan development started.	2023
Congestion statement 2011/03, Hoofddorp railway yard		
Bottleneck: The requested stabling capacity exceeds the available stabling capacity. The capacity enhancement plan proposes the measures below.		
Realisation of 'Hoofddorp stabling yard, expansion stabling capacity' project	Plan development started.	2024
Congestion statement 2012/03, Leeuwarden station		
Bottleneck: NS Reizigers has requested capacity on track 3 for train servicing, Arriva has requested capacity on track 3 for its regular train service. The capacity enhancement plan concludes that a solution is being sought within the Robust Track project in Leeuwarden for the conflict that has led to the congestion statement. No financing has been found for this project. At the request of all parties involved, ProRail is now exploring the possibility of improving the service and handling capacity at the Leeuwarden railway yard.		
Realise simultaneousness for platform tracks 1 and 2 so that Arriva no longer needs track 3 for its train service.	Plan development	2021
Congestion statement 2012/04, Groningen station		
Bottleneck: NS Reizigers has requested stabling capacity at track 7a, Arriva has requested capacity at track 7a for its regular train service. The capacity enhancement plan ascertains that an operational solution for the bottleneck as referred to in the congestion statement will be provided in the short term. It is assumed for the longer term that the Samenwerkingsverband Noord Nederland (SNN) will initiate a change to the Groningen railway yard. This change will include an increase in the available stabling and service capacity.		
The bottleneck is been resolved in project Groningen, Spoorknoop.	Realisation started	2020
Congestion statement 2013/03, Route section Zwolle – Herfte connection		

Bottleneck: The congestion statement ensues from the capacity requests of Arriva (4x per hour direction Zwolle-Coevorden), NS Reizigers (4x per hour direction Zwolle-Groningen and 2x per hour direction Zwolle-Leeuwarden). The transport operators have indicated that all trains, with the exception of two trains Zwolle-Coevorden, must fall within the Zwolle node. It has proven not possible to allocate the requested capacity on this route section. The capacity enhancement plan ascertains that a solution to this bottleneck is included in the development of the Zwolle Spoort project.		
Zwolle Spoort project	Plan development has started	2021
Congestion statement 2013/04, Arnhem - Zevenaar		
Bottleneck: The capacity problem consists of two elements: 1. The tight transfer connection in Arnhem between the regional trains to/from Doetinchem (Arriva/Hermes) and the InterCity trains to/from Utrecht. 2. The time slot relationship of these regional trains with the ICE (NS Hispeed). When the ICE departs in the direction of Germany, the regional train leaves Arnhem four minutes earlier and subsequently waits for four minutes in Zevenaar. These problems cannot be resolved on the current railway infrastructure. To resolve the capacity conflict between Arnhem and Zevenaar, ProRail advises track doubling on the Zevenaar – Didam route section and speed increase on the Zevenaar – Wehl route section. Consultations are currently underway between ProRail and regional licensing authorities on the financing of the measures.		
Track doubling Zevenaar - Didam	The Province of Gelderland has made €41.5 million available for realisation of the track doubling Zevenaar-Didam and speed increase Zevenaar Wehl. Preferred variant determined in Q2 2015.	Q3 2019
Speed increase Zevenaar - Wehl	ditto	Q3 2019
Congestion statement 2013/10, Zwolle railway yard		
Bottleneck: Intensification of the Arriva train service (Zwolle-Emmen) and NSR (Hanzelijn) has led to insufficient capacity for stabling and the performance of necessary processes at the railway yard.		
The detailing of the measures to resolve the capacity bottleneck at Zwolle will form part of the Zwolle Spoort project.	Plan development	2020
Congestion statement 2014/05, Dordrecht railway yard		
Bottleneck: The total of capacity requested for the stabling of rolling stock in Dordrecht exceeds the available capacity by 32 (night-time stabling) and 24 wagon units (between peak hours), respectively.		
The enhancement plan advises the Ministry of Infrastructure and Water Management to give an instruction for the plan development of Phase 1 Dordrecht Vlaakweg for at least 32 wagon units.	Discontinued in consultation with the Ministry of Infrastructure and Water Management	Not applicable
Congestion statement 2014/06, Sloe railway yard		
Bottleneck: With multiple transport operators active at Sloe railway yard and the increased need for electric traction for arriving and departing trains, the use of the available electrified arrival and departure tracks are a regular source of conflict. These must now be promptly (before operators can be served) released which leads to extra shunting movements.		
It is advised to initiate a plan study into possible electrification of tracks at Sloe. ProRail will propose this to the Ministry of Infrastructure and Water Management within the context of the High Frequency Rail Transport Programme (PHS).	Plan study has started	Expected 2021

Congestion statement 2014/07, Route section Groningen - Zwolle		
Bottleneck: The freight path characteristics make it impossible to run a freight train between the ICs and Sprinters, which operate on a half hourly schedule between Groningen and Zwolle, without a non-commercial stop in Hoogeveen from Onnen to Zwolle without affecting the half hourly schedule for passengers by ten minutes. If a non-commercial stop is scheduled, then overtaking of the freight train by the InterCity in Hoogeveen is the only option. This subjects the freight train to a length restriction of 580m.		
Combination solution consisting of a running time reduction by replacing two 1:09 points with 1:15 points and interval time reduction by adjusting the signal position. The measure is effective after delivery of relevant infrastructural projects at Assen, Hoogeveen and Zwolle.	Project has started.	Q1 2021
Congestion statement 2016/01, workplace Leidschendam railway yard		
Bottleneck: NS Reizigers requests tracks 22 and 24 for the servicing and stabling of rolling stock. NS Service, Onderhoud en Modernisering (formerly NedTrain) requests tracks 22 and 24 for the stabling and shunting of rolling stock.		
Use of the existing stabling tracks of HS by implementing a carousel process at Binckhorst	Study not yet performed by NS. To be carried out by the Programme Office for Handling and Stabling.	Not yet known
Decision on expansion Leidschendam maintenance workshop.	Project has been started by NS	Q1 2018
Congestion statement 2017/02 Route section 's Hertogenbosch- Geldermalsen – Houten		
Bottleneck: The Sprinters in the direction of Tiel conflict with the freight paths from the direction of 's Hertogenbosch that are being overtaken in Geldermalsen by the InterCity trains Eindhoven - Schiphol.		
The bottleneck will be removed in 2018, no measures will be taken.		Not applicable
Congestion statement 2017/03 Moerdijk railway yard and main siding lines		
Bottleneck: The congestion statement 'near future' Moerdijk comprises three bottlenecks: 1. Moerdijk railway yard: The available shunting and stabling capacity at Moerdijk railway yard is not sufficient to handle existing transport and the expected growth in the near future in a robust manner. In addition to an increase in the number of trains, the number of different transport operators has also increased, putting more pressure on the available capacity. 2. The public freight terminal: At Moerdijk there are two shippers who make structural use of the public freight terminal for transhipment purposes. Because both shippers want to load and unload especially during the day, there is a chance that the public freight terminal will lead to a bottleneck. 3. Railway siding wagon sets: There is a shortage of stabling capacity with sufficient length for the stabling of wagon sets. These are necessary for the transport process of the CCT container terminal.		
Extension on the south side of the Moerdijk railway yard with one platform track and one railway siding (variant B) and division of TRS1 into two TRSs	Plan study has started	2022
Division of TRS2 and TRS3, both into two TRSs	Temporarily suspended due to new insights ProRail traffic control	Not yet known
Integral planning implemented at Moerdijk	Implemented	Completed
Congestion statement 2017/03 Utrecht platform track 5		
Bottleneck:		

The capacity of Platform 5/7 is too limited, the congestion is becoming unacceptable, forcing people to walk and wait too close to the platform. This situation, available platform width in combination with current passenger numbers, does not meet the so-called rejection standard.		
Broadening of platform 5/7, track 5 side, with compensation for the length of track 4 (alternative 1b)	Plan study has started	Not yet known
Congestion statement 2018/02 Amsterdam - Schiphol		
Bottleneck: The wish of NSR to run the Sprinters between Amsterdam and Schiphol in a tight fifteen-minute slot conflicts with crossing freight paths from Amsterdam Westhaven towards Amsterdam Centraal at Amsterdam Transformatorweg connection.The irregular timeslot affects the transfer problems at Schiphol.		
The advice is to examine whether the Dijksgracht flyover can be realised earlier in the phased planning of PHS Amsterdam Centraal.	Bottleneck is part of the airport Sprinter study.	Not applicable
Congestion statement 2018/01(Near future) West Brabant		
Bottleneck: - The congestion statement concerns four conflicts: - The InterCity Den Haag - Eindhoven (return) cannot serve Rotterdam Blaak station. - The Moerdijk bridge does not offer sufficient capacity for 14 train paths per hour. - The time slot of the Sprinters Dordrecht - Lage Zwaluwe is not in exact quarters. - The transfer at Roosendaal between the InterCity Roosendaal - Zwolle (return) with the InterCity Amsterdam - Vlissingen (return) is accompanied by a long stop time of 7 minutes.		
Roosendaal: Study into the possibilities for extending track 3b in Roosendaal to 10 wagons. This study is combined with the request by NS to extend track 4b to 12 wagons in length.	Plan study has started	Not yet known
Dordrecht-Lage Zwaluwe: Change request placed with organisation ERTMS Kijfhoek-Belgian border. Content: Study possibilities and extra costs for shortened interval times Dordrecht - Lage Zwaluwe within ERTMS safety.	Completed, no measures taken	Not applicable
Congestion statement 2018/02 (Near future) Amsterdam Centraal – Amsterdam Bijlmer		
Bottleneck: The capacity bottleneck is caused by a number of conflicting wishes: - NS International wants to accelerate the ICE's journey time 5 times a day during the off-peak period by departing 8 minutes later from Amsterdam Centraal. - NS Reizigers wants to run an InterCity 6 times an hour, departing from Amsterdam Centraal in an exact 10 minute timeslot. In addition, a Sprinter departing from Amsterdam Centraal 4 times per hour in a 10/20' slot, forced by the desired time slot of the InterCity trains. DB Cargo wishes to have 2 paths per hour Amsterdam - Utrecht (return) available as a running option.		
There are no socially acceptable ways of solving the problem.	Not applicable	Not applicable
Congestion statement 2018/03 Freight paths Zuidelijke Maaslijn		
Bottleneck: The requested passenger train service of Arriva leads to restrictions for freight traffic on the current infrastructure. The wish of freight transport operators is for two running options per hour in both directions. The lifting of length restrictions is also requested.		
The scope of the improvements on the Maaslijn includes infrastructure that largely eliminates the consequences of	Plan development started.	2025

the congestion statement. 24 paths per direction per day are possible. This is more than twice as much as is necessary according to the forecast for 2025 (18 to 20 trains a day in both directions combined).		
Congestion statement 2018/01 Amersfoort - Utrecht		
Bottleneck: The following train services have been requested on the Amersfoort - Utrecht route: - InterCity (return) 4 times per hour (NS Reizigers) - Sprinter (return) 4 times per hour (NS Reizigers) - 1 freight path per hour (return) - 2 stopping trains per hour (Connexxion), without stops between Amersfoort and Utrecht. The requested capacity and timeslot leads to conflicts between the trains and cannot be allocated.		
There are no socially acceptable ways of solving the problem.	Not applicable	Not applicable
Congestion statement 2018/03 Hoorn – Alkmaar – Uitgeest - Haarlem		
Bottleneck: The wish of NS Reizigers in the 2018 Timetable to connect the Sprinter 4800 Amsterdam - Haarlem - Alkmaar - Hoorn to the InterCity 4500 in the direction of Enkhuizen (return) in both half hours at Hoorn cannot be granted. To make this possible, the Sprinter Haarlem - Alkmaar - Hoorn would have to be 'moved' about fifteen minutes within the 2018 Timetable. However, this conflicts with the freight path between Beverwijk and Haarlem.		
There are no socially acceptable ways of solving the problem.	Not applicable	Not applicable
Congestion statement 2018/04, Kijfhoek railway yard		
Bottleneck: In the 2018 Timetable, a total of 49 requests for the 43 tracks 105 to 148 have been submitted for long-term use. In the capacity allocation, no satisfactory solution could be found for the shortage of six tracks.		
No measures result from the capacity enhancement plan.	Not applicable	Not applicable

Appendix 11 Information on secondary railways (Chapter 3.2.1)

Railways falling under the Special Railways Decree
ProRail manages the following decommissioned railway lines which fall under the Special Railways Decree:

- Roermond – Vlodrop Grens (direction Dalheim (D))

Sidings
Rail connections on industrial sites and the approach tracks that connect the tracks on these sites to the national railway network or to a main siding line are not part of the railway infrastructure managed by ProRail.

Information on or permission to use the rail connections on industrial sites and the approach tracks are given through or via the affiliated company subject to certain conditions, which can include a user charge.

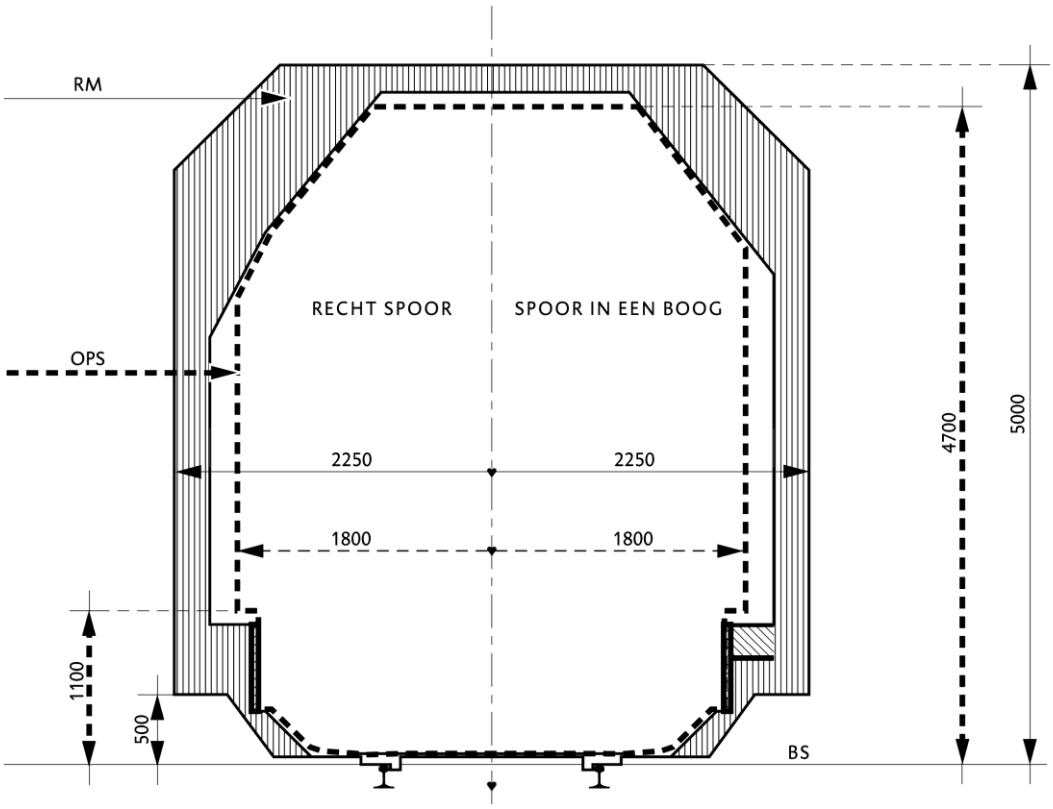
Certain restrictive conditions can be imposed that are related to the properties of the tracks in question such as axle load, speed and gauge restrictions, as well as restrictions related to the radius of curvature of the tracks in question.

Appendix 12 Vehicle gauges (Chapter 3.3.2.1)

Notes

Vehicle gauges for special loads
The vehicle gauge for special loads, the so-called Red Measuring Area[116] (RM, in figure below) applies to all route sections, whereby special instructions or regulations may be attached to the running of border route sections, subject to the regulations of the relevant neighbouring country.

Railway vehicles with loads larger than the vehicle gauge[117] that has been released for the relevant route sections (see map), but which are located within the Red Measuring Area shall be reported to ProRail.[118]



In case of doubt, One-Stop-Shop BV can calculate whether a statically measured load fits within the applicable reference gauges (adding margins as a result of the movement of loads and increase in curves).

116 As referred to in Section 10(3)(a) Rail Traffic Decree and Section 40a Rail Traffic Regulations and as included in Annex 8 to the Rail Traffic Regulations.
117 See Section 10(2) Rail Traffic Decree in which reference is made to the Railway Vehicles Service Regulations.
118 Section 10(3) Rail Traffic Decree.

Appendix 13 Axle loads and load per unit of length (Chapter 3.3.2.2)

1 Freight transport

2 Passenger transport

Appendix 14 Automatic train control systems (Chapter 3.3.3.4)

Appendix 15 Train detection systems (Chapter 3.3.3.5)

Table of route sections suitable for electric passenger trains, irrespective of whether a monoculture occurs.

Route section
Zwolle – Kampen
Zwolle – Emmen
Zwolle – Wierden
Wierden – Almelo
Almelo – Hengelo
Hengelo – Oldenzaal grens[119]
Hengelo - Enschede
Arnhem - Nijmegen
Duiven - Zevenaar
Gouda - Alphen
Dordrecht - Geldermalsen
Maastricht - Kerkrade

[119] Expected situation on 1 January 2021

Appendix 16 Route section speeds (Chapter 3.3.2.4)

Appendix 17 Tractive power supply systems (Chapter 3.3.2.6)

Voltage change-over gates Betuweroute
To facilitate the transition between the 25kV AC tractive power systems on the Betuweroute and the 1500V DC tractive power system in Kijfhoek and on the following railways, voltage change-over gates are planned at the locations below.

- Voltage change-over gates with a length of the traction-free zone of 186 m:
  - In the tracks between Barendrecht Vork and Waalhaven Zuid, at km 202.1
  - In the tracks between Kijfhoek and Papendrecht, at km 3.5
  - In the tracks between Kijfhoek and Papendrecht, at km 107.2
- Voltage change-over gates with a length of the traction-free zone of 30m:
  - In the tracks of the connecting curve Geldermalsen/Meteren (return)
  - In the tracks of the connecting curve Zaltbommel/Meteren (return)
  - In the tracks of the connecting curve Valburg/Elst (return)
  - In the tracks of the connecting curve Valburg/Nijmegen Lent (return)

Current take-up restrictions
The table below states the maximum current take-up per train on a number of route sections that are subject to current take-up restrictions with regard to the 1500V DC tractive power supply system.

Route section	Maximum current take-up
Zwolle – Emmen	2,500 A
Barneveld Noord – Ede Wageningen	2,500 A
Rhenen – De Haar connection	3,000 A
Dordrecht – Geldermalsen	2,700 A
Leiden Centraal – Woerden	3,200 A
Alphen aan den Rijn - Gouda	3,200 A
Rhenen – De Haar connection	3,000 A
Maastricht – Maastricht voltage change-over gates	3,100 A

The maximum current take-up of the 25 kV tractive power supply system is stated in EN 50388:2012. If a higher or lower value applies, this is stated in the Infrastructure Register (RINF, see Chapter 3.3).

Appendix 18 Moveable railway bridges (Chapter 3.4.5)

The numbers refer to the table on the following page.

List of moveable railway bridges

No.	Bridge name	Abbreviation	Waterway	Place	Route section
1	Singelgracht	SGBR	Westerkanaal	Amsterdam	Asd – Ass
2	Spaarnebrug	SPBR	Spaarne	Haarlem	Asd – Hlm
3	Vinkbrug	VKBR	Oude Rijn	Leiden	Gv – Ledn
4	Schiebruggen	DHS	Delfshavense Schie	Rotterdam	Rtd – Sdm
6	Oude Maas	GRBR	Oude Maas	Dordrecht	Ddr – Rtd
7	Markbrug	MABR	Markkanaal	Zevenbergen	Rsd – Zlw
8	Arnekanaalbrug	ABR	Arnekanaal	Arnemuiden	Rsd – Vs
9	Vlakebrug	VLK	Kanaal door Zuid-Beveland	Vlake	Rsd – Vs
16	Drentse hoofdvaart brug	SMVRT	Smildevaart	Meppel	Lw – Mp
18	Deelsbrug	BRDL	Deel	Akkrum	Lw – Mp
19	Boorne	BOBR	Boorne	Akkrum	Lw – Mp
20	Pr. Margrietkanaal	PMK	Prinses Margrietkanaal	Grouw	Lw – Mp
21	Harinxma kanaal (Mp-Lw)	HRMK	Van Harinxmakanaal	Leeuwarden	Lw – Mp
22	Oosterdoksluis	ODS	Oosterdoksluis	Amsterdam	Asd – Asdm
27	Hoge Gouwebrug	HGWBR	Gouwe	Gouda	Gd - Gv/Rtd
	Lage Gouwebrug	GWBR	Gouwe	Gouda	Gd – Ledn
28	Galgewater	GWT	Galgewater	Leiden	Apn – Ledn
29	Rijn-Schiekanaal	RSKBL	Rijn-Schiekanaal	Leiden	Apn – Ledn
30	Gouwsluis	GWB	Gouwe	Alphen aan den Rijn	Apn – Wd
31	Dubbele Wiericke	DWB	Dubbele Wiericke	Bodegraven	Apn – Wd
33	Vechtbrug	VTBR	Vecht	Weesp	Alm/Ndb - Wp
39	Coevorder Stadsgracht	COSB	Stadsgracht	Coevorden	Emn – Mrb
40	Hoogeveense vaart	HVVB	Verlengde Hogeveensevaart	Nieuw Amsterdam	Emn – Mrb
42	Klifrak	KR	Klifrak	Workum	Lw – Stv
43	Wijmerts	WMB	Wijmerts	Oudega	Lw – Stv
45	Harinxma (Lw-Hlg/Stv)	HRM	Van Harinxmakanaal	Leeuwarden	Hlg/Stv - Lw
47	Zuidergracht	HLG	Zuidergracht	Harlingen	Hlg – Lw
49	Greuns	GRS	Greuns	Leeuwarden	Gn – Lw
50	Hoendiep	HDP	Hoendiep	Hoogkerk-Vierverlaten	Gn – Lw
51	Damsterhavenbrug	-	Haven	Delfzijl	stamlijn Havenschap
52	Zeesluisbruggen (2)	-	Zeesluizen (small and large)	Delfzijl	stamlijn Havenschap
56	Wildervanckkanaal AG	WDVB	Wildervanckkanaal AG	Zuidbroek	Gn - Nsch
56a	Rensel	RSL	Rensel	Winschoten	Gn - Nsch
57	Westerwoldse Aa	WWAB	Westerwoldse AA	Nieuweschans	Nscg - Nsch
58	NoordWillemsKanaal	NRDWIL	NoordwillemsKanaal	Groningen	Gn - Lw/Swd
59	Reitdiep	RDP	Reitdiep	Groningen	Gn - Swd
60	Boterdiep	BTD	Boterdiep	Bedum	Dz - Swd
62	IJsselbrug	IJBZ	IJssel	Zutphen	Ah/Apd - Zp
64	Oude IJssel	OIJ	Oude IJssel	Doetinchem	Zv - Ww

List of moveable railway bridges

No.	Bridge name	Abbreviation	Waterway	Place	Route section
69	Nauernaschevaart	NNVBR	Nauernaschevaart	Krommenie-Assendelft	Utg - Zd
70	Noordhollands kanaal	NHKBR	Noordhollands kanaal	Alkmaar	Amr - Hwd
71	Bolbrug	BOL	Ringvaart	Heerhugowaard	Amr - Hwd
72	Koegrasbrug	KGS	Noordhollands kanaal	Koegras	Ana - Hdr
73	Zaanbrug	ZDB	Zaan	Zaandam	Pmr - Zd
74	Noordhollands kanaal	NHK	Noordhollands kanaal	Purmerend	Pmr - Zd
75	Where	WHE	Where	Purmerend	Hn - Pmr
80	Wantijbrug	WIJB	Wantij	Dordrecht	Ddr - Gdm
81	Merwedekanaalbrug	MKBR	Merwedekanaal	Arkel	Ddr - Gdm
82	Ringvaartbrug	RVBR	Ringvaart	Nieuw Vennep	Ledn - Shl
83	Schinkelbrug	SKBR	Schinkel	Amsterdam	Asra - Dvd
84	Baanhoekbrug	BMBR	Beneden Merwede	Baanhoek	Ddr - Gdm
86	Calandbrug	CLB	Callandkanaal	Rotterdam	Havenspoor
87	Botlekbrug	BOTBR	Oude Maas	Rotterdam	Havenspoor
88	Sluiskilbrug	SLUB	Kanaal van Gent naar Terneuzen	Sluiskil	Svg - Tnz

Appendix 19 Platform length (Chapter 3.6.1)

Appendix 20 Freight terminals (Chapter 3.6.2)

Appendix 21 Refuelling facilities (Chapter 3.6.9)

Information on the refuelling facilities is provided below.

Information on the storage capacity and flow rate of refuelling facilities

Location	Storage capacity in m^3	Flow rate in l/min (via nozzle connection)	Flow rate in l/min (via spill-free connection)
Groningen De Vork	2 x 50	120	200
Leeuwarden	1 x 40	90	200
Zwolle	3 x 100	90	200
Hengelo	2 x 60	90	200
Zutphen	2 x 40	90	200
Winterswijk	1 x 50	90	200
Arnhem	2 x 50	90	200
Amersfoort	2 x 30	90	200
Amsterdam Westhaven	1 x 100	90	200
Maasvlakte	1 x 100	120	200
Botlek	1 x 25	80	200
Waalhaven Zuid	1 x 100	120	200
Kijfhoek	2 x 50	125	200
Roosendaal	2 x 50	90	200
Terneuzen*	1 x 30	90	200
Nijmegen	2 x 30	90	200
Venlo	2 x 100	90	200
Heerlen	1 x 40	130	200

* This refuelling facility has been decommissioned.

Appendix 22 Standard freight paths (Chapter 4.4.1.3)

ProRail shall publish the speed, length and acceleration characteristics of standard freight paths.[120]

These standard paths play a role when applying prioritisation as prescribed by the Railway Capacity Allocation Decree. Requests for capacity that fit within the standard freight paths are included in the prioritisation.

ProRail applies the following basic principles when defining the standard freight paths:

1. The standard freight paths as established the previous year are used as a basis.
2. Separate characteristics apply to non-electrified and electrified route sections.
3. The realisation data per route section is used to determine which type of locomotive is the most common on this route section.
4. Using the realisation data, a standard train tonnage is defined that corresponds with 95th percentile of the train tonnages, as appears from the realisation.
5. The standard freight path is then based on the acceleration properties of the locomotive type found under point 1, as recorded in the national vehicle register, and the standard tonnage found under point 2.
6. The speed is based on the most common speed used for the pre-arranged paths, as established in the framework of the European rail freight corridors.The speed concerns the insertion speed to be used in the Donna planning system.
7. The internationally determined maximum train length including locomotive is 740m for freight trains. This train length can be limited in the Netherlands by the possibilities of the railway infrastructure. The length of the standard paths is based on the length of the departure and arrival tracks, as well as on the length of the usual overtaking locations for freight traffic, both for the planned timetable and for the possibilities for adjustment in disrupted situations. For international train paths, restrictions abroad may affect the permitted length. See also Chapter 3.3.2.5.
8. For corridors where frequent transport of coal and ore takes place, different characteristics may be defined by ProRail.
9. If the request for a freight train fits within the running times of the standard freight path in the timetable, this request falls under the definition of the standard freight path.
10. Partly on the basis of the BHP phase, ProRail may locally deviate from the aforementioned principles. These deviations are consulted in the context of a change to the Network Statement and the results of the consultation are made public via the Logistics Portal of ProRail.

This leads to the following characteristics.

Partially or partly non-electrified route sections.
Diesel traction is required. Specific transport on specific routes. The characteristics for a number of route sections are therefore defined separately.

Route section	Speed (km/h)	Length (m)	Loctype	Tonnage (tons)
Beverwijk – Uitgeest – Amsterdam Westhaven	80	513	D6400	1000
Amsterdam Westhaven – Uitgeest – Beverwijk	80	513	D6400	1000
Visé (B) – Kaldenkirchen	85	635	Class 66	1500
Kaldenkirchen – Visé (B)	80	510	Class 66	1500
Almelo – Emmen	80	400	D6400	800
Emmen – Almelo	95	400	D6400	250
Delftzijl – Onnen	60	455	D6400	700
Onnen – Delftzijl	60	500	D6400	700
Eemshaven – Onnen	60	519	D6400	800
Onnen – Eemshaven	60	519	D6400	800
Veendam Aansluiting – Onnen	60	740	D6400	800
Onnen – Veendam Aansluiting	60	740	D6400	800

[120] Section 1 Railway Capacity Allocation Decree.

As regards unnamed non-electrified route sections, the characteristics as included in the timetable request of a train path regarded as being the characteristics of the standard freight path.

Electrified route sections

The characteristics of standard freight paths on electrified sections can be consulted via the Logistics Portal of ProRail.

Route section	Speed (km/h)	Length (m)	Loc type	Tonnage (tons)
All other electrified route sections	90	See point 7 of the starting points	BR189	2200

Coal and ore paths

Route section	Speed (km/h)	Length (m)	Loc type	Tonnage (tons)
Amsterdam Westhaven / Houtrakpolder – Meteren – Emmerich	90	690	2*BR189	4000
Amsterdam Westhaven / Houtrakpolder – Eindhoven – Kaldenkirchen	90	614	2*BR189	4000
Kijfhoek – Venlo - Kaldenkirchen	85	650	2*BR189	5400

Appendix 23 Applications, publications and reports (Chapters 3.3 and 4.4.5)

This appendix provides a description of all the applications and reports provided by ProRail in the area of:

- Information on the railway infrastructure (Chapter 3.3),
- radio communication via GSM-R (Chapter 3.3.3.3),
- (the preparation of) the capacity request and communication on the allocation process (Chapter 4.4.5),

via the services stated in Chapter 5.

The table below provides a summary and brief description of the applications, publications and reports. The third column of this report provides a reference for further information; while the fourth column establishes the relationship with the relevant service in Chapter 5 of this Network Statement.

Name	Function	For clarification, see	Part of the service in Chapter
Preparation			
RailMaps	Geographical information on the railway infrastructure and the surroundings	Appendix 23 - 1	5.2.1
Customised data Infra-Atlas	Customised data on the functionality of the railway infrastructure using Infra-Atlas.	Chapter 5.5.2.1	5.5.2.1
Rail and road signs	Graphic information on the railway infrastructure for drivers.	Appendix 23 - 2	5.2.1
TSB	Summary of temporary speed restrictions for drivers.	Appendix 23 - 3	5.2.1
Provision of Geodata	Provision of GPS/RD data on: • Centre of the track • Coupling point • Stations • train-path points	Appendix 23 - 4	5.2.1
GSM-R Voice Rail Safety	Communication between driver and train dispatcher.	Appendix 23 - 5	5.2.1
Capacity allocation			
Donna	Planning and recording of train paths for the basic hour pattern, standard week and specific days.	Appendix 23 - 6	5.2.1
Btd planner	Information on capacity for management purposes.	Appendix 23 - 8	5.2.1
Btd planner reports	An excerpt from the information from the Btd planner system.	Appendix 23 - 9	5.2.1
ORMAS Portal	Submit requests for capacity for train paths in the Netherlands.	Appendix 23 - 10	5.2.1
LOA Online	Submitting, handling and recording of local orders for shunting routes.	Appendix 23 - 11	5.2.1
RMS Client	Real-time information on train movements and planning of the process tracks of the railway yards of the Betuweroute. Real-time information on the planning and intervention of scheduled train paths for freight traffic.	Appendix 23 - 12	5.2.1

Name	Function	For clarification, see	Part of the service in Chapter
TNR	Information on train numbers	Appendix 23 - 13	5.2.1
Type			
WLIS	Registration of the position and loading of freight wagons on railway yards.	Appendix 23 - 14	5.2.1 5.3.1.4.1
SpoorWeb	Communication in case of disasters.	Appendix 23 - 15	5.2.1
VIEW	Information on current train movements.	Appendix 23 - 16	type 1: 5.2.1 type 1 and 3: 5.5.2.2
Planning and performance information (NL)	Supply of real-time traffic plan data, related changes to the train service and performance information.	Chapter 5.5.2.5	5.5.2.5
Planning and performance information (according to TSI TAF/TAP standard)	The submission of capacity requests for train paths, the sending of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail based on the TAF/TAP TSI messages and the provision of planning and implementation information based on the TAF/TAP TSI messages.	Appendix 23 - 17	5.2.1
MeekijkVOS	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	5.5.2.4	5.5.2.4
TIS	Real-time information on international train movements.	5.5.2.6	5.5.2.6
RouteLint	Information for the driver on the current traffic situation on his route.	5.5.2.7	5.5.2.7
Orbit	Gives the driver a warning when approaching a red signal at too high a speed.	5.5.2.8	5.5.2.8
MTPS	The provision of real-time information on train positions on the basis of train detection systems.	5.5.2.9	5.5.2.9
Performance analysis			
Train service report	Standard reports and data on train service performance.	Appendix 23 - 18	5.2.1
Customised train service reports	Customised report, data supply and analysis of the train service performance.	5.5.2.10	5.5.2.10
TOON	Information on historic train movements.	5.5.2.11	5.5.2.11
Approval Monitoring	Possibility to accept or reject the causes of train deviations registered by ProRail.	Appendix 23 - 19	5.2.1
Quo Vadis and Hotbox	Measurement data on, for example, axle loads and wheel temperatures of passing rail vehicles	5.5.2.12	5.5.2.12
Sherlock	Support in the analysing of train performances	5.5.2.13	5.5.2.13

General note: In cases where ProRail provides an application (or: user interface), it is only offered on browsers and platforms supported by the relevant supplier. For example, Windows XP and Windows 7 are no longer supported by Microsoft.

1 Description of the RailMaps application

Category	Notes
Application	RailMaps
Function	RailMaps is the ProRail-wide viewer for geographical data. Information on the map can be consulted for a wide variety of objects. There is a special group of preselected map layers for transport operators. Some examples of object types that are included in RailMaps: • Railway objects such as points, branch sections (+ maximum local speeds), buffer stops, signals, matrix indicators, buildings with regard to energy supply and refuelling facilities. • Route section videos provide information on structures located on and along the route section, as well as in the immediate surroundings of the railway line. The video images can be used, among other things, for the remote surveillance of local situations. • Topographical data, such as noise barriers, entrance gates, escape doors, tracks (anti-icing, washing area, dismantling pit). Roadrail access points, level crossings, structural works and buildings. • Schematic drawings that can be retrieved via RailMaps (Infra Atlas is the source of these data). • Other data such as slope data, track distances and aerial photographs.
Facility	The information is acquired on the basis of an Internet authorisation. The provision of specific customised data on the functionality of the railway infrastructure is possible from Infra Atlas, see Chapter 5.5.2.1.
Request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
Delivery time	Available immediately upon request.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl). The user accepts the Railmaps disclaimer: https://prorailbv.sharepoint.com/teams/T2017_0069/bieb1/disclaimer.pdf

2 Description of the Rail and Road Signs application

Category	Notes
Application	Rail and Road Signs
Function	Rail and Road Signs provide a graphic overview of the railway infrastructure, tailored to the needs of drivers, to facilitate safe and efficient traffic participation and effective communication with ProRail traffic control. The railway infrastructure concerns at least the entire network centrally operated by ProRail.
Facility	a) A download of the Rail and Road Signs in PDF format via a web portal. By taking a subscription to the web portal, changes are communicated by means of an email message. b) A Traction Signs notification with the description of the changes on the position of the rail infrastructure works in XML format.
Request	a) A download of the Traction Signs in PDF format via the Logistics Portal of ProRail. b) A description in XML format: via Product Management Information and ICT Services (informatiediensten@prorail.nl).
Delivery time	Maximum 24 hours (during working days).

Category	Notes
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

3 Description of the publication Temporary Speed Restrictions (TSB)

Category	Notes
Publication	Temporary speed restrictions (TSR)
Function	The TSB provides information on temporary speed restrictions that: • are shown by placed signs (L, A and E signs) • are processed in the safety system and shown in the cabin on route sections equipped with ERTMS/ETCS. The TSB is sent as a weekly and daily publication. The week publication contains all speed restrictions applicable during the relevant week. The day publication provide supplements and/or changes to the week publication.
Facility	The railway undertaking receives a PDF file by email. The weekly publication is sent on Thursdays at 09.00 hours and applies to the period from the first following Monday 04:00 hours until the next Monday 04:00 hours. The daily publication is sent daily at 12.00 hours and applies to the first following day from 04:00 hours until 04:00 hours on the next day.
Types	The railway undertaking can on request of this information opt for a TSR at station, regional or national level. Information is provided on route section, driving direction, period of validity and applicable speed. Moreover, a distinction can be made according to train type, cause and particulars (placement of signs or signals).
Request	NSR Reizigers takes care of production and distribution at the instructions of ProRail. NS Techniek Asset Management Bedrijfsmiddelen PO Box 2167 3500 GD Utrecht nsr.nsrtsb@ns.nl
Delivery time	Maximum of six working days
Terms of delivery	The email address of the railway undertaking to which the TSB is sent shall be functional, contain the name of the railway undertaking (e.g., planning@transport operator.country, whereby the name of the railway undertaking is stated under 'transport operator').
User conditions	Internet connection, email account and software program to open PDF files.
Availability/Reliability	There is a guaranteed transmission, as well as a 24-hour waiting service.

4 Description provision of GeoData

Category	Notes
Application	Provision of GeoData.
Function	Provision of current GPS/RD data, concerning the ProRail base map, Transfer, the ProRail Area Classifications and the Reference System. The message flow provides the user with a direct view of operations.
Facility	The data is provided via the intranet.
Request	ProRail request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Delivery time	Two weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

5 Description of the radio-communication system GSM-R Voice Rail Safety

Category	Notes
System	GSM-R Voice Rail Safety
Function	The radio-communication system for rail safety offers the functionalities below. • Conversations between traffic control and drivers on the basis of train number. • Receipt by drivers of general calls by traffic control. • Sending of alarm calls by drivers to traffic control and vice versa. All conversations are recorded for safety purposes. A GSM-R connection also allows for use of foreign GSM-R networks. Railway undertakings with foreign GSM-R SIM cards can also make use of the ProRail GSM-R network.
Facility	A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.
Request	SIM card request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Delivery time	Two weeks for delivery of GSM-R SIM card.
Terms of delivery	ProRail reserves the right to set off external costs in case of misuse of the GSM-R service. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
User conditions	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. Type-approved equipment shall be used.

6 Description of the Donna application

Category	Notes
Application	Donna
Function	This application concerns the planning, requesting and allocation of all forms of infrastructure use at both network and node level. In Donna, titleholders can make their own planning and request capacity, but can also opt to assign these tasks to a third party. The capacity allocation procedure can be monitored and Donna gives information on the occupied or available infrastructure capacity up to the time that the planning closes, which is 2 to 4 days before the traffic day. Also available is a standard interface with which all self-planning titleholders can establish connections with their systems for personnel, vehicle deployment or management information.
Facility	An authorisation[121] (Donna UserAccount and a Citrix account, per user) providing access to the application, and use of the functionalities granted within the scope of the authorisation.
Request	Via the Logistics Portal of ProRail.
Delivery time	A maximum handling time of 5 working days is set between the request for and granting of access to the application.

[121] An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.

Category	Notes
Terms of delivery	Donna is made available to all titleholders with an Access Agreement or Capacity Agreement. Any hardware modifications of for the user's account (e.g., installation of software for Citrix, Adobe Acrobat Reader, make own systems suitable for standard interface and/or increase hard disk capacity). Use of Donna is subject to the procedures laid down by ProRail. The use of DONNA is subject to a duty of confidentiality in accordance with Article 6 of the General Terms & Conditions (see Appendix 5 to this Network Statement). Employees of a titleholder with an Access Agreement or Capacity Agreement will be granted an account to use Donna on condition that the employee in question has successfully completed the VVRV exam. If this service is terminated, further consultation with ProRail is necessary to ensure that applications can be processed in a different manner. This is because of ProRail's staffing capacity.
User conditions	The application is accessible from every computer with a browser and an Internet connection.
Availability/Reliability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: during working days from 07:00 – 17:00 hours.

7 Description of the Path Coordination System (PCS) application

Category	Notes
Application	Path Coordination System (PCS)
Function	PCS is a web application made available by RNE to the infrastructure managers and all capacity applicants. PCS supports the communication and coordination process of international capacity requests and allocations. Moreover, the service supports railway undertakings and other applicants in studies and the preparation of requests.
Facility	To gain access to the system, railway undertakings are provided with a username, password and matrix card. The applicant is entered as titleholder in the system.
Request	Via the OSS (OSS@ProRail.nl)
Delivery time	Within two weeks after request.
Terms of delivery	The service is also made available within the context of the capacity allocation process.
User conditions	The user requires an internet connection and a reasonably recent web browser.
Availability/Reliability	Availability of application: 7x24 hours (subject to fixed periods for maintenance and disasters, which are yet to be determined). The RNE helpdesk is available on working days from 08.00-16.00 hours.

8 Description of the Btd planner application

Category	Notes
Application	Btd planner

Category	Notes
Function	In the Btd planner application, the coordination with the parties (contractors/railway undertakings/ProRail) takes place with regard to both incidental withdrawals and volume withdrawals (weekly withdrawals) in the context of the application and allocation process. The BTD planner also provides all relevant information on the status of both weekly and incidental withdrawals. The application can only be used by representatives of the parties that play an active role in the creation of the capacity allocation for management in this process.
Facility	Access to the Btd planner application via an external ProRail account.
Request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
Delivery time	Two weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

9 Description of the Btd planner reports application

Category	Notes
Application	Btd planner reports
Function	The Btd planner reports application reflects the data recorded in Btd planner and allows users to obtain overviews, both for incidental withdrawals and volume withdrawals (weekly withdrawals) for management.
Facility	Access to the Btd planner application via an external ProRail account.
Request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
Delivery time	Two weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

10 Description of the ORMAS Portal application

Category	Notes
Application	ORMAS Portal (ORder MAnagement System)
Function	Applicants can use the ORMAS Portal to submit requests for train paths in the Netherlands. On the portal, the train paths created by ProRail are shown to the applicants. In addition to the initial requests, the portal can also be used to submit requests for changes to, and cancellation of, train paths offered by ProRail. Capacity requests can be submitted on the portal for the timetable phase, the ad hoc phase and the traffic control phase.
Facility	Access to the ORMAS Portal application via an external ProRail account.

Category	Notes
Request	To be determined.
Delivery time	Two weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Costs	This application is provided from the "train path" service, see Chapter 5.2.1. A graduated scale is used for this service, see Chapter 6.3.1.1). If more accounts are purchased than the number in the graduated scale, additional costs will be charged.

11 Description of the LOA Online application

Category	Notes
Application	LOA Online
Function	LOA Online is an order system with which railway undertakings request shunting routes and train dispatchers can assess them. This gives both the applicant and the assessor the opportunity to submit and assess requests uniformly. The assessor can also use this application to propose an alternative.
Facility	Access by means of an Internet browser to LOA Online, a web-based application.
Request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. • If you have a ProRail account, you can apply for access to an application via IDM. Companies can conclude an agreement with ProRail for linked user authentication, the so-called ADFS Federations. Employees of companies that meet these requirements log in to their company network and do not need a ProRail account for LOA Online. If you have a ProRail account (or ADFS), you can apply for access to an application via IDM "LOA Online digital access".
Delivery time	On request.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

12 Description of the RMS Client application

Category	Notes
Application	RMS Client (Rail ManagementSystem).
Function	RMS Client provides real-time information on the occupation of a number of railway yards as well as the planning for these railway yards during the next 16 hours. Additionally, RMS Client specifies the track characteristics of railway yards forming part of the Betuweroute, such as length and type of track. The railway undertaking will by means of the RMS-GTI function of RMS Client inform ProRail of the current status of the use of the allocated infrastructure paths.
Facility	The user is provided with a username and password to gain access to RMS Client.
Request	Via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Delivery time	Maximum of 4 weeks after receipt of the request by ProRail.

Category	Notes
Terms of delivery	The railway undertaking uses this system to get access to data on own trains on the tracks of the railway yards. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
User conditions	The user requires an internet connection and a recent web browser. Access is limited on the basis of location by means of IP address.

13 Description of the train number list application (TNR)

Category	Notes
Application	TNR (train number list)
Function	The TNR application is used for the management of valid train numbers. TNR describes the train numbers that can be used on a specific date by a specific railway undertaking. Domestic train numbers are issued in series. TNR is continuously updated and has no "frozen" positions.
Facility	An authorisation[122] with which access is given to the application, and the functionalities that can be used within the authorisation.
Request	Via trainnumbers@prorail.nl
Delivery time	Within five working days.
User conditions	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

14 Description of the wagon load information system application (WLIS)

Category	Notes
Application	WLIS (wagon load information system)
Function	WLIS is an application offered by ProRail to railway undertakings and also used by ProRail in which the status of the departure composition of a freight train can be seen by the assistance services. WLIS is the new name for an application in which the W-LIS (formerly IGS) and OVGS applications have been merged. In WLIS, transport operators can register the composition of freight trains and the position of RID wagons on track numbers at railway yards in relation to other RID (and non-RID) wagons. The supply of data regarding RID wagons by the railway undertaking to ProRail is required by law. ProRail shares this data with the emergency services in the event of an incident and with the Ministry of Infrastructure and the Environment in the context of the *Basisnet spoor* safety regulations.
Facility	Access to the web-based WLIS application, which runs in a web browser. Access to the WLIS DRA application (this is the Digital Shunting Assistant offered as an application) running on an Apple or Android device.
Types	One user type exists, with authorisation to both consult and change. There is one superuser per railway undertaking. Railway undertakings can themselves generate and/or change new users in the organisation and provide access to the DRA users.
Request	Via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Delivery time	The creation of a super user account requires approx. 3 to 4 weeks.

[122] An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.

Category	Notes
Terms of delivery	The operation of WLIS is only guaranteed in EDGE, FireFox and Chrome. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Service (informatiediensten@prorail.nl).

15 Description of the SpoorWeb application

Category	Notes
Application	SpoorWeb
Function	In the event of disruptions, ProRail and the railway undertakings shall communicate via the SpoorWeb application about the handling of the disruption. ProRail also uses SpoorWeb to inform the other parties involved. This provides all parties involved with central access to all important information on an disruption, such as the affected railway infrastructure, the anticipated end time as well as information on cancelled and rerouted trains.
Facility	Access to the web-based application SpoorWeb, which runs within a browser guaranteed by ProRail.
Types	The user type (view/change) can be set per employee, according to the client's specifications.
Request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
Delivery time	Indication: between 5 and 10 working days.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

16 Description of the VIEW application (real-time information on train movements application)

Category	Notes
Application	VIEW (real-time information on train movements)
Function	Real-time information on train movements and infrastructure conditions in the Netherlands. VIEW also makes deviations in the planning visible, provides information on all traffic and can zoom in on regional and route section level.
Types	Type 1: VIEW access via Internet Type 3: VIEW access via an OCCR workplace
Request	Via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Delivery time	Type 1: within 5 working days Type 3: on request

Category	Notes
Terms of delivery	Type 3: A railway undertaking can only acquire an OCCR subscription if it is a member of the OCCR tenants association and has a workplace at the OCCR. VIEW only works with a JAVA version that supports JNLP. A version that also works without JNLP will become available in the course of 2020. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Costs	This application is provided from the "train path" service, see Chapter 5.2.1. A graduated scale is used for this service, see Chapter 6.3.1.1). If more accounts are purchased than the number in the graduated scale, additional costs will be charged.

17 Description of the Capacity requests and planning & performance information (according to TAF/TAP TSI standard)

Category	Notes
Application	Capacity requests and planning & performance information (according to TSI TAF/TAP standard)
Function	The submission of capacity requests for train paths, the sending of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail on the basis of the TAF/TAP TSI messages: • The 'Path Request' message (based on Chapter 4.2.2.2 of TSI TAF and 4.2.17.1 of TSI TAP). • The 'Path Details' message (based on Chapter 4.2.2.3 of TSI TAF and 4.2.17.2 of TSI TAP). • The 'Path Details Refused' message (based on Chapter 4.2.2.5 of TSI TAF and 4.2.17.5 of TSI TAP). • The 'Path Confirmed' message (based on Chapter 4.2.2.4 of TSI TAF and 4.2.17.4 of TSI TAP). • The 'Receipt Confirmation' message (based on Chapter 4.2.2.8 of TSI TAF and 4.2.17.7 of TSI TAP). • The 'Path not available' message (based on Chapter 4.2.2.7 of TSI TAF and 4.2.17.8 of TSI TAP). • The 'Path Cancelled' message (based on Chapter 4.2.2.6 of TSI TAF and 4.2.17.6 of TSI TAP). • The 'Path Coordination' message (based on European sector agreements). • The 'Error' bericht (based on European sector agreements). The capacity request messages will be implemented in 2020. ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages. For each message, ProRail determines which data must be provided by capacity applicants and which data must be sent by ProRail. In addition, ProRail determines per message in which situations it can be used and in which situations it cannot be used. The provision of performance information on the basis of the TSI TAF/TAP messages: • The 'Train Running forecast' message (in accordance with Chapter 4.2.4.3 TSI TAF). • The 'Train Running information' message (in accordance with Chapter 4.2.4.2 TSI TAF). • The 'Train Running Interruption' message (in accordance with Chapter 4.2.5.2.TSI TAF). The messages will be delivered on the basis of the Operational Train Number and will in time be replaced with the Train_ID.
Request	via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Delivery time	On request.
Terms of delivery	Communication exclusively takes place between the Common Interface of ProRail the Common Interface of the railway undertaking. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

18 Description of the standard report and data supply on train service performance

Category	Notes
Report	Train service performance – standard report and data supply
Function	Standard traffic performance report: report on the various performances of the own train service whereby a choice can be made in terms of product options, delivery frequency and variation (detailing and aggregation level of data), see the table below for a more detailed explanation. Standard monitoring report: a daily standard report with clarifiable deviations of the own train service (registered by ProRail), classified according to cause and delay jumps, including safety incidents and related data. Standard traffic performance data supply: provision of measurement data of the performance of the own train service. The report and data concern the railway infrastructure managed by ProRail, excluding the locally operated areas.
Facility	The information products are delivered to a standard email address indicated by the railway undertaking, from where the authorised client can distribute the products within his/her own organisation.
Request	Via the Performance Analysis Office (PAB@prorail.nl)
Delivery time	Depending on the agreed frequency.
Terms of delivery	Agreements on the train service performance reports are included in the Access Agreement.

Detailed explanation of the standard report on the performance of the train service			
Products	**Notes**	**Frequency**	**Range**
Monitoring train deviations	Causes and scale of delay jumps, safety incidents and related data	day/week/month/quarter/year	train series/train-path point/network
Detailed activities	Planning and realisation times at train number level.	day	train number/activity/train-path point
Delays	Arrival and departure activities at train-path points per train number in the event that the standard time specified by the client is exceeded.	day/week	train number/activity/train-path point
Delay counts	Number of arrival and departure delays at a train-path point in a period.	Week/month/quarter/year	train number/activity/train-path point
Punctuality	Arrival and departure activities at train-path points per train series within a standard time specified by the client.	day/week/month/quarter/year	series/activity/train-path point
Connections	Transfer possibilities within a specified transfer standard as given by the railway undertaking.	day/week/month/quarter/year	train number/series/connecting station
Cancellation	Information on non-realised train arrivals for which no replacement train was inserted	day/week/month/quarter/year	train number/train series/activity/train-path point
Orders	Requests for train activities submitted by railway undertakings.	day/week/month	transport operator/network
Tonnages	Tonnages per train whereby a distinction is made between whether the tonnage has been measured or use has been made of the standard weights table	day/week/month	transport operator/train number
Train km	Number of run km per train	day / week / month	transport operator/train number

Detailed explanation of the standard report on the performance of the train service			
Products	**Notes**	**Frequency**	**Range**
Parking	Duration of the parking of freight trains on railway yards.	day/week/month	transport operator/train number

19 Description of the Approval Monitoring application

Category	Notes
Application	Approval Monitoring
Function	This application enables railway undertakings to accept or reject the causes of train deviations (in the Monitoring System) assigned to railway undertakings. By doing so, the railway undertaking contributes to the quality of the data and the monitoring process. The data provided by this application can also be used to analyse the own process.
Facility	Access to the Approval Monitoring application on the ProRail network (via Citrix account).
Request	Via Product Management Information & ICT Services: informatiediensten@prorail.nl
Delivery time	On request (indication approx. 1 month)
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

20 Description of the GSM-R Walkie-Talkies application

Category	Notes
Application	GSM-R Walkie-Talkies
Function	Operational voice communication (point-to-point and group communication via handhelds / walkie-talkies on railway yards or in tunnels). The service Voice Railway Safety is also supported within GSM-R Walkie-Talkies.
Facility	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. ProRail makes SIM cards available.
Request	Via the Logistics Portal of ProRail.
Delivery time	Between two and six weeks for delivery of the GSM-R-SIM card, depending on the service.
Terms of delivery	A Service Level Agreement forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

Appendix 24 Conditions for use of the tractive power supply system (Chapter 5.2.2)

The use of the tractive power supply system forms part of the basic access package. This appendix comprises the terms of delivery for the use of the tractive power supply system. The route sections with a tractive power supply system and current take-up restrictions are shown in Appendix 17.

The railway undertaking will in the Access Agreement decide whether or not to use the tractive power supply system, whereby a distinction is made between the Combined Network and the Betuweroute.

Use of the tractive power supply system of the Combined Network
The railway undertaking wishing to use the tractive power supply system is required before contracting the basic access package to provide ProRail:

- With a statement in accordance with the model statement for 'Consumption and Purchase of Electric Tractive Power' (see the website of VIVENS), which reflects that the railway undertaking has concluded an agreement with at least one power supplier and has fulfilled all relevant contractual obligations.
- A forecast of the consumption of electric tractive power during the coming 5 years, with a distinction according to consumption on the 1500V DC network and the 25kV AC network.

Use of the tractive power supply system of the Betuweroute and the Zevenaar – Zevenaar Grens route section.
The railway undertaking wishing to use the tractive power supply system is required before contracting the basic access package:

- to inform ProRail of its supplier of electric tractive power;
- To provide a forecast of the consumption of electric tractive power:
  - for the coming seven years, including an annual specification before 15 October of each year;
  - for the coming year, including a quarterly specification, before 15 October of each year;
  - for the coming calendar year, as accurately as possible, before 15 December;
- the realised consumption of tractive power on the Betuweroute during the past calendar year, accompanied by an approved auditor's statement, annually by 1 April at the latest.

If the railway undertaking is a member of the CIEBR purchasing organisation, CIEBR can submit the aforementioned specifications to ProRail on behalf of the railway undertaking.

The railway undertaking will appoint a programme officer with with full authority as referred to in the System Code of the NMA, the Netherlands Competition Authority. The programme officer will accept full programme responsibility for the connections to the electric tractive power system, including the consequences of imbalance and indemnify ProRail against all claims concerning the programme responsibility for the connections of the electric tractive power system. ProRail prefers that the railway undertakings using electric tractive power on the Betuweroute jointly appoint one programme officer.

Advance payments and factual charge
ProRail will charge a monthly advance to the railway undertakings using electric tractive power. ProRail determines the advance as a pro rata share, based on the information at its disposal.

ProRail calculate the factual charge for the service in the relevant calendar year and, following expiry of the calendar year, settles this against the paid advances. This takes place as soon as all railway undertakings using electric tractive power have provided a consumption statement (as referred to under the fifth bullet).

Information exchange:
The railway undertaking will, on request, provide ProRail with copies of delivery invoices and cooperate in the annual audit of consumption data by an independent party.

ProRail will on request provide CIEBR with information on the use of the railway infrastructure by railway undertakings that are members of CIEBR with a view to determining the consumption of electric tractive power per railway undertaking, on condition that the relevant railway undertaking grants permission for the provision of this data in the sense of Article 6 General Terms & Conditions to the Access Agreement. ProRail obliges CIEBR to respect confidentiality and to only use the information for the purpose for which it was provided.

ProRail requires the railway undertaking to provide particulars per type of electric railway vehicle as described in Section 3 of Appendix 8.

Appendix 25 Stations (Chapter 6.3.2.1)

The table below offers an alphabetical list of the available stations, with a classification into one of the station categories 'cathedral', 'mega', ‘plus’, ‘basic’ or ‘stop’ for the purpose of determining the charge. Any newly opened stations not included in the list below are allocated as standard to the category ‘basic’.

Name of the station	Station class
Aalten	basic
Abcoude	basic
Akkrum	stop
Alkmaar	plus
Alkmaar Noord	basic
Almelo	plus
Almelo de Riet	basic
Almere Buiten	basic
Almere Centrum	mega
Almere Muziekwijk	basic
Almere Oostvaarders	basic
Almere Parkwijk	basic
Almere Poort	basic
Alphen aan den Rijn	plus
Amersfoort Centraal	mega
Amersfoort Schothorst	basic
Amersfoort Vathorst	basic
Amsterdam Amstel	mega
Amsterdam Arena	stop
Amsterdam Bijlmer ArenA	mega
Amsterdam Centraal	Cathedral
Amsterdam Holendrecht	basic
Amsterdam Lelylaan	plus
Amsterdam Muiderpoort	plus
Amsterdam Rai	basic
Amsterdam Science Park	basic
Amsterdam Sloterdijk	mega
Amsterdam Zuid	mega
Anna Paulowna	basic
Apeldoorn	plus
Apeldoorn De Maten	stop
Apeldoorn Osseveld	basic
Appingedam	stop
Arkel	stop
Arnemuiden	stop
Arnhem Centraal	mega
Arnhem Presikhaaf	basic
Arnhem Velperpoort	basic

Name of the station	Station class
Arnhem Zuid	basic
Assen	basic
Baarn	basic
Bad Nieuweschans	stop
Baflo	stop
Barendrecht	basic
Barneveld Centrum	basic
Barneveld Noord	stop
Barneveld Zuid	stop
Bedum	stop
Beek-Elsloo	basic
Beesd	stop
Beilen	basic
Bergen op Zoom	basic
Best	basic
Beverwijk	basic
Bilthoven	basic
Blerick	basic
Bloemendaal	basic
Bodegraven	basic
Borne	basic
Boskoop	basic
Boskoop Snijdelwijk	stop
Boven Hardinxveld	stop
Bovenkarspel Flora	stop
Bovenkarspel-Grootebroek	basic
Boxmeer	basic
Boxtel	basic
Breda	mega
Breda Prinsenbeek	basic
Breukelen	basic
Brummen	basic
Buitenpost	basic
Bunde	stop
Bunnik	basic
Bussum Zuid	basic
Capelle Schollevaar	basic
Castricum	basic

Name of the station	Station class
Chevremont	stop
Coevorden	basic
Cuijk	basic
Culemborg	basic
Daarlerveen	stop
Dalen	stop
Dalfsen	basic
De Vink	basic
De Westereen	stop
Deinum	stop
Delden	basic
Delft	mega
Delft Campus	basic
Delfzijl	stop
Delfzijl West	stop
Den Dolder	basic
Den Haag Centraal	Cathedral
Den Haag HS	mega
Den Haag Laan van NOI	plus
Den Haag Mariahoeve	basic
Den Haag Moerwijk	basic
Den Haag Ypenburg	basic
Den Helder	basic
Den Helder Zuid	basic
Deurne	basic
Deventer	plus
Deventer Colmschate	basic
Didam	basic
Diemen	basic
Diemen Zuid	basic
Animals	basic
Doetinchem	basic
Doetinchem De Huet	basic
Dordrecht	mega
Dordrecht Stadspolders	basic
Dordrecht Zuid	basic
Driebergen-Zeist	basic
Driehuis	basic
Dronryp	stop
Dronten	basic
Duiven	basic
Duivendrecht	plus
Echt	basic
Ede Centrum	stop

Name of the station	Station class
Ede-Wageningen	plus
Eemshaven	stop
Eijsden	stop
Eindhoven Centraal	mega
Eindhoven Stadion	stop
Eindhoven Strijp-S	basic
Elst	basic
Emmen	basic
Emmen Zuid	stop
Enkhuizen	basic
Enschede	plus
Enschede De Eschmarke	stop
Enschede Kennispark	basic
Ermelo	basic
Etten-Leur	basic
Eygelshoven	stop
Eygelshoven Markt	stop
Feanwâlden	stop
Franeker	basic
Gaanderen	stop
Geldermalsen	basic
Geldrop	basic
Geleen Oost	stop
Geleen-Lutterade	basic
Gilze-Rijen	basic
Glanerbrug	stop
Goes	basic
Goor	basic
Gorinchem	basic
Gouda	mega
Gouda Goverwelle	basic
Gramsbergen	stop
Grijpskerk	stop
Groningen	mega
Groningen Europapark	basic
Groningen Noord	basic
Grou-Jirnsum	stop
Haarlem	mega
Haarlem Spaarnwoude	basic
Halfweg-Zwanenburg	basic
Harde (‘t)	basic
Hardenberg	basic
Harderwijk	basic
Hardinxveld Blauwe Zoom	stop

Name of the station	Station class
Hardinxveld-Giessendam	basic
Haren	basic
Harlingen	basic
Harlingen Haven	stop
Heemskerk	basic
Heemstede-Aerdenhout	basic
Heerenveen	basic
Heerenveen IJsstadion	stop
Heerhugowaard	basic
Heerlen	plus
Heerlen De Kissel	stop
Heerlen Woonboulevard	stop
Heeze	basic
Heiloo	basic
Heino	stop
Helmond	basic
Helmond 't Hout	basic
Helmond Brandevoort	basic
Helmond Brouwhuis	basic
Hemmen-Dodewaard	stop
Hengelo	plus
Hengelo Gezondheidspark	stop
Hengelo Oost	stop
Hertogenbosch ('s)	mega
Hertogenbosch Oost ('s)	basic
Hillegom	basic
Hilversum	mega
Hilversum Media Park	basic
Hilversum Sportpark	basic
Hindeloopen	stop
Hoensbroek	stop
Hoevelaken	basic
Hollandsche Rading	stop
Holten	basic
Hoofddorp	plus
Hoogeveen	basic
Hoogezand-Sappemeer	basic
Hoogkarspel	basic
Hoorn	plus
Hoorn Kersenboogerd	basic
Horst-Sevenum	basic
Houten	basic
Houten Castellum	basic
Houthem-St.Gerlach	stop

Name of the station	Station class
Hurdegaryp	stop
IJlst	stop
Kampen	basic
Kampen Zuid	basic
Kapelle-Biezelinge	basic
Kerkrade Centrum	stop
Kesteren	stop
Klarenbeek	stop
Klimmen-Ransdaal	stop
Koog aan de Zaan	basic
Koudum-Molkwerum	stop
Krabbendijke	stop
Krommenie-Assendelft	basic
Kropswolde	stop
Kruiningen-Yerseke	stop
Lage Zwaluwe	stop
Landgraaf	stop
Lansingerland-Zoetermeer	basic
Leerdam	basic
Leeuwarden	plus
Leeuwarden Camminghaburen	stop
Leiden Centraal	Cathedral
Leiden Lammenschans	basic
Lelystad Centrum	plus
Lichtenvoorde-Groenlo	basic
Lochem	basic
Loppersum	stop
Lunteren	stop
Maarheeze	basic
Maarn	basic
Maarssen	basic
Maastricht	plus
Maastricht Noord	stop
Maastricht Randwyck	basic
Mantgum	stop
Mariënberg	stop
Martenshoek	basic
Meerssen	basic
Meppel	basic
Middelburg	basic
Mook Molenhoek	stop
Naarden-Bussum	basic
Nieuw Amsterdam	stop

Name of the station	Station class
Nieuw Vennep	basic
Nieuwerkerk a/d IJssel	basic
Nijkerk	basic
Nijmegen	mega
Nijmegen Dukenburg	basic
Nijmegen Goffert	basic
Nijmegen Heyendaal	basic
Nijmegen Lent	basic
Nijverdal	basic
Nunspeet	basic
Nuth	stop
Obdam	basic
Oisterwijk	basic
Oldenzaal	basic
Olst	basic
Ommen	basic
Oosterbeek	stop
Opheusden	stop
Oss	basic
Oss West	basic
Oudenbosch	basic
Overveen	basic
Purmerend	basic
Purmerend Overwhere	basic
Purmerend Weidevenne	basic
Putten	basic
Raalte	basic
Ravenstein	basic
Reuver	basic
Rheden	stop
Rhenen	basic
Rijssen	basic
Rijswijk	basic
Rilland-Bath	stop
Roermond	plus
Roodeschool	stop
Roosendaal	plus
Rosmalen	basic
Rotterdam Alexander	plus
Rotterdam Blaak	plus
Rotterdam Centraal	Cathedral
Rotterdam Lombardijen	basic
Rotterdam Noord	basic
Rotterdam Stadium	stop

Name of the station	Station class
Rotterdam Zuid	basic
Ruurlo	stop
Santpoort Noord	stop
Santpoort Zuid	stop
Sappemeer Oost	stop
Sassenheim	basic
Sauwerd	stop
Schagen	basic
Scheemda	stop
Schiedam Centraal	plus
Schin op Geul	stop
Schinnen	stop
Schiphol Airport	Cathedral
Sittard	plus
Sliedrecht	basic
Sliedrecht Baanhoek	basic
Sneek	basic
Sneek Noord	basic
Soest	stop
Soest Zuid	basic
Soestdijk	stop
Spaubeek	stop
Stavoren	stop
Stedum	stop
Steenwijk	basic
Susteren	stop
Swalmen	stop
Tegelen	stop
Terborg	stop
Tiel	basic
Tiel Passewaaij	basic
Tilburg	mega
Tilburg Reeshof	basic
Tilburg Universiteit	basic
Twello	basic
Uitgeest	basic
Uithuizen	stop
Uithuizermeeden	stop
Usquert	stop
Utrecht Centraal	Cathedral
Utrecht Leidsche Rijn	basic
Utrecht Lunetten	basic
Utrecht Overvecht	basic
Utrecht Terwijde	basic

Name of the station	Station class
Utrecht Vaartsche Rijn	basic
Utrecht Zuilen	basic
Valkenburg	basic
Varsseveld	stop
Veendam	basic
Veenendaal Centrum	basic
Veenendaal West	basic
Veenendaal-De Klomp	basic
Velp	basic
Venlo	basic
Venray	basic
Vierlingsbeek	stop
Vleuten	basic
Vlissingen	basic
Vlissingen Souburg	stop
Voerendaal	stop
Voorburg	basic
Voorhout	basic
Voorschoten	basic
Voorst-Empe	stop
Vorden	stop
Vriezenveen	stop
Vroomshoop	stop
Vught	basic
Waddinxveen	basic
Waddinxveen Noord	stop
Waddinxveen Triangel	stop
Warffum	stop
Weert	basic
Weesp	plus
Wehl	stop

Name of the station	Station class
Westervoort	basic
Wezep	basic
Wierden	basic
Wijchen	basic
Wijhe	basic
Winschoten	basic
Winsum	basic
Winterswijk	basic
Winterswijk West	stop
Woerden	plus
Wolfheze	stop
Wolvega	basic
Workum	stop
Wormerveer	basic
Zaandam	mega
Zaandam Kogerveld	basic
Zaandijk Zaanse Schans	basic
Zaltbommel	basic
Zandvoort aan Zee	basic
Zetten-Andelst	stop
Zevenaar	basic
Zevenbergen	basic
Zoetermeer	basic
Zoetermeer Oost	basic
Zuidbroek	stop
Zuidhorn	basic
Zutphen	plus
Zwijndrecht	basic
Zwolle	mega
Zwolle Stadshagen	basic

Appendix 26 Performance scheme (Chapter 6.5)

ProRail applies the performance scheme detailed in this appendix to railway undertakings active in the freight and passenger transport market segments. The performance scheme encourages railway undertakings and ProRail to minimise disruption and improve the performance of and on the main railway network. The scheme consists of a general part applicable to all railway undertakings and is divided into specific parts for the passenger and freight market segments respectively.

ProRail reports on the realised performances, as well as the resulting surcharges or discounts, in the manner as detailed in the various parts of the scheme. In addition, ProRail annually publishes the average performance level per market segment.

The components of the performance scheme are laid down in the Access Agreement.

1 Performance scheme complaints procedure

- Complaints and disputes regarding the implementation of the performance scheme agreed in the Access Agreement will be handled in accordance with the General Regulations on the Settlement of Complaints and Disputes.
- A party to the Access Agreement that is of the opinion that the other party to the agreement does not (properly) fulfil the performance scheme and that its complaint should be handled with urgency, can invoke application of the 'Performance scheme complaints procedure'.
- The complainant will submit the request for application of the 'Performance scheme complaints procedure' in writing to ProRail within 5 working days of receiving the information or documentation that gave rise to the complaint.
- The complaint will be handled by an impartial chairman designated by ProRail with the approval of the complainant. ProRail and the complainant will provide the chairman with the information that they consider necessary. The chairman will consult with both parties, at least once in each other's presence.
- After hearing the parties, the chairman will assess the urgent nature of the complaints procedure and will (if urgency applies) release a written opinion on the complaint within 10 working days.
- The complaint is satisfactorily resolved when both parties agree to the resolution in accordance with the decision by the chairman. Any party that is of the opinion that the complaint is not satisfactorily resolved will inform the other party thereof within 10 working days of the opinion of the chairman, after which the handling will be continued in accordance with the General Regulations on the Settlement of Complaints and Disputes, applicable from Article 1, Paragraph 4.
- On the application of this 'Performance scheme complaints procedure', the time periods stated in the General Regulations on the Settlement of Complaints and Disputes will be suspended until 10 working days after the chairman has released his opinion.
- This 'Performance scheme complaints procedure' constitutes the dispute regulation as referred to in Directive 2012/34/EU, Annex VI, Section 2.g.

2. Schemes for specific market segments

Schemes for the passenger and freight transport market segments Are described in the paragraphs below. These schemes do not have a financial component in the form of bonuses and penalties, but aim, by measuring, discussing and publishing the values of specific indicators per railway undertaking, to encourage railway undertakings to improve performance on these indicators. The same applies to ProRail's performance on the specific indicators that apply to the network manager.

For the publication of the performance indicators on the Logistics Portal, an exception is made to the provisions of Article 6 of the General Terms & Conditions relating to confidentiality. The values of the agreed performance indicators for this performance scheme for each railway undertaking and the

infrastructure manager are not considered confidential. ProRail also publishes the average realised values on its website.[123]

3.1 Schemes for the passenger transport market segment

ProRail will in the Access Agreement with the railway undertaking agree on a scheme that concerns:

1. Rolling stock defects
2. Train paths delivered

3.1.1 Rolling stock defects

Objective
The 'rolling stock defects' section of the performance scheme aims to reduce the number of defects in railway vehicles or to encourage the railway undertaking to repair rolling stock defects as quickly as possible.

Indicator
The number of defects in railway vehicles of the railway undertaking per 100,000 train kilometres driven in a given timetable year. The number of rolling stock defects of railway undertakings with an impact on the train service, per 100,000 train kilometres driven by the railway undertaking in a given timetable year. A rolling stock defect with an impact on the train service is a cause recorded in the Monitoring system under category 'D3 Rolling stock defect'.

Starting points
The railway undertaking strives in 2021 to achieve an improvement in the value of the indicator compared to:

- The lowest value of the indicator of the railway undertaking in question in the past 3 years (2018 - 2020).
- The standard value of the indicator of the passenger transport market segment. The standard value is determined by the average realised value of the indicator over the past 3 years (2018 - 2020).

Monitoring and discussion regime
At the commencement of the 2021 timetable, ProRail will publish on the Logistics Portal:

- The lowest value of the indicator per railway undertaking in the period 2018 - 2020.
- The standard value of the passenger transport market segment calculated on the basis of the average for the period 2018 - 2020.

After the end of the 2021 timetable, ProRail will publish on the Logistics Portal:

- The realised value of the indicator per railway undertaking in the year 2021.
- The realised value of the passenger transport market segment in the year 2021. This average realised annual value is also published on the ProRail website.[124]

If a railway undertaking has been active on a particular route for less than three years, the actual figures used are determined in consultation prior to the scheduling year. This will be stated with the publication.

3.1.2 Delivered train paths

Objective

[123] Article 11i(4) Implementation Directive 2012/34/EU on establishing a single European railway area.
[124] Article 11i(4) Implementation Directive 2012/34/EU on establishing a single European railway area.

The 'delivered train paths' section of the performance scheme aims to increase the proportion of train paths supplied by ProRail in relation to the total number of train paths agreed with the railway undertaking.

Indicator
A percentage consisting of the number of train paths delivered in relation to the train paths agreed with the railway undertaking in a given timetable year.

A train path is a capacity reservation for a train in the 'original plan'. The original plan consists of the timetable delivered to Traffic Control plus the new trains requested and submitted by the railway undertaking, with the exception of the six-digit train numbers from intervention measures.

The indicator measures, for the trains of the railway undertaking with a "passenger run characteristic" in this original plan, what percentage of not or not fully realised train paths of the total number of planned train paths is caused by the railway undertaking itself or by another railway undertaking.

Starting points
For each railway undertaking, ProRail strives to improve the value of this indicator in 2021 compared to 2020.

Monitoring and discussion regime
At the end of the 2021 timetable, ProRail will publish the value of the indicator per railway undertaking on the Logistics Portal. This average realised annual value is also published on the ProRail website.[125]

3.2 Schemes for the freight transport market segment

ProRail will agree with the railway undertaking on a scheme that concerns:

1. Departure punctuality of freight trains
2. Client nuisance as a result of infrastructure or third party failures
3. Train running in accordance with the timetable offered

3.2.1 Departure punctuality of freight trains

Objective
The aim of the 'Departure punctuality of freight trains' scheme is to improve the service provided to the client (timely transport). Within the EU, the process behind this indicator is perceived as insufficient and there is an urgent need for improvement. For maximum compliance with the European process, the same performance indicator is used, with punctuality measured in relation to the original plan with a maximum delay of 30 minutes. The original plan refers to the Donna transfer to Traffic Control systems. After a baseline measurement in November 2019, the target for 2021 will be set and included in the Access Agreement.

Starting points
- Railway undertakings are the "owners" of this performance indicator. This ownership means that they will initially make the effort (analysis) to improve this performance.
- Reporting of this performance indicator is provided by ProRail on a monthly basis.

Monitoring and discussion regime
- According to standard process to achieve the objective: measurement, analyse causes of delay, define measures, implementation, monitoring, intervention if necessary.
- A maximum of five regular trains (running at least three times a week) per railway undertaking per quarter, to be determined in consultation.

[125] Article 11i(4) Implementation Directive 2012/34/EU on establishing a single European railway area.

3.2.2 Client nuisance due to infrastructure, system or third-party failures

Objective
The aim of the 'Client nuisance due to infrastructure, system or third-party failures' scheme is to reduce the impact of failures on the freight process. This indicator indicates whether and how many trains must be rerouted as a result of such failures and how many trains have been cancelled.

The performance indicator is used to measure how many trains are rerouted and the time impact this has on transport and to measure how many trains have been cancelled as a result of a failure. After a baseline measurement in November 2019, the target for 2021 will be set.

Starting points
- ProRail is the “owner” of this performance indicator. This ownership means that ProRail will initially make the effort (analysis) to improve this performance.
- Reporting of this performance indicator is provided by ProRail on a monthly basis.

Monitoring and discussion regime
- According to standard process to achieve the objective: measurement, analyse causes of delay, define measures, implementation, monitoring, intervention if necessary.

3.2.3 Train running in accordance with the timetable offered

Objective
The purpose of the 'Train running in accordance with the timetable offered' scheme is to ensure that trains run in accordance with the allocated timetable. This results in less nuisance and therefore a more feasible plan on the combined network and at the points where freight trains enter and exit the combined network.

The performance indicator is measured on the basis of yellow signal passages on the relevant axes where many freight trains and passenger trains make joint use of the railway infrastructure.
After a baseline measurement in November 2019, the target for 2021 will be set.

Starting points
- Railway undertakings are the "owners" of this performance indicator. This ownership means that they will initially make the effort (analysis) to improve this performance.
- Reporting of this performance indicator is provided by ProRail on a monthly basis.

Monitoring and discussion regime
According to standard process to achieve the objective: measurement, analyse causes of delay, define measures, implementation, monitoring, intervention if necessary.

Appendix 27 Compensation scheme for timetable changes (Chapters 4.5.4 and 4.5.5)

1 Regulations for passenger transport trains

In order to apply the compensation scheme to passenger trains that are cancelled owing to capacity requested in the annual timetable for the performance of construction work, as described in Chapter 4.5.4of the Network Statement, the route sections are divided into 2 categories:

Category 1 comprises the following route sections:

- Den Helder – Alkmaar – Amsterdam Centraal – Eindhoven – Maastricht / Heerlen
- Woerden – Leiden – Haarlem – Amsterdam Centraal
- Rotterdam Centraal / Den Haag Centraal – Utrecht Centraal – Zwolle – Groningen / Leeuwarden
- Amsterdam Centraal – Amersfoort – Deventer – Enschede / Oldenzaal grens
- Amsterdam Centraal – Schiphol Airport – Den Haag HS – Rotterdam Centraal – Roosendaal – Vlissingen / Roosendaal grens
- Schiphol Airport – Duivendrecht – Lelystad – Zwolle
- Hilversum – Utrecht Centraal – Arnhem – Zevenaar grens / Nijmegen
- Zwolle – Arnhem – ‘s-Hertogenbosch
- Roosendaal / Lage Zwaluwe – Breda – Tilburg – Boxtel / ’s-Hertogenbosch
- Eindhoven – Venlo

Category 2 comprises all other route sections, which are not allocated to Category 1.

2 Regulations for freight transport

The definition and charges below apply supplementary to the compensation scheme for freight trains as described in Chapter 4.5.4.

Determining the number of trains for compensation (definition ‘affected trains’)
The compensation is calculated over the average number of trains that during the same period as the possessions (in terms of duration, day type and time) have actually run on the cancelled route section during one and two weeks before the possessions or one and two weeks after the cancellation. This is based on trains registered as 'freight trains' in Spoorkompas.

Any freight trains that have run during the period of possession are deducted.

Tariff
The compensation tariff for freight trains depends on the route section on which the possession took place and is expressed as an amount per affected train (see definition above).

The charges for the most popular freight routes are included in the table below. A specific compensation tariff is determined on a case-by-case basis in the event of possession measures that affect multiple route sections, whereby the customary reroutings cannot be used.

Route section	Compensation tariff
Amersfoort – Deventer	€ 550
Amersfoort - Zwolle	€ 330
Amersfoort – Duivendrecht Aansluiting	€ 770
Amersfoort – Utrecht	€ 550
Almelo – Mariënberg	€ 110
Alphen a/d Rijn – Gouda	€ 330
Amsterdam Centraal – Breukelen	€ 550
Breda – Roosendaal	€ 550
Breda – Tilburg	€ 550
Breukelen – Utrecht	€ 110

Route section	Compensation tariff
Boxtel – Eindhoven	€ 770
Boxtel – Vught Aansluiting	€ 330
Beverwijk – Haarlem	€ 770
Eindhoven – Roermond	€ 330
Eindhoven – Venlo grens	€ 770
Gouda – Harmelen Aansluiting	€ 330
Herfte Aansluiting – Mariënberg	€ 990
Haarlem – Amsterdam Sloterdijk	€ 770
Harmelen Aansluiting – Breukelen	€ 770
Harmelen Aansluiting – Utrecht	€ 110
's-Hertogenbosch – Lunetten	€ 550
Kijfhoek – Lage Zwaluwe	€ 550
Kijfhoek – Meteren Aansluiting	€ 550
Leeuwarden – Meppel	€ 550
Meppel – Onnen	€ 550
Meteren Aansluiting – Zevenaar Oost	€ 550
Roermond – Sittard	€ 1,210
Roermond - Venlo	€ 990
Gouda – Rotterdam Zuid	€ 330
Deventer – Oldenzaal grens	€ 770
Sittard – Eijsden border	€ 550
Tilburg – Boxtel	€ 550
Tilburg – Vught Aansluiting	€ 330
Utrecht – Zevenaar Oost	€ 110
Lage Zwaluwe – Breda	€ 330
Lage Zwaluwe – Roosendaal	€ 1,210

3 Compensation scheme ad hoc capacity for works

Pursuant to point b) of Chapter 4.5.5, titleholders and ProRail are given the opportunity, when agreeing to the capacity change, to impose the condition that any disadvantage they suffer as a result of a deviation from previously distributed capacity is compensated. This compensation is limited to direct operational costs, which shall be properly substantiated.

The opportunity referred to in point b) is being further detailed into a standardised method of cost reimbursement, in order to create uniformity and reduce the administrative burden on freight transport operators and ProRail. For the sake of clarity, this scheme does not cover the situation referred to in point b) of Chapter 4.5.5 of the Network Statement 2021. No compensation for disadvantage shall apply. The tariffs below serve as compensation for the disadvantage suffered as a result of deviation from previously allocated capacity in the case of (maintenance) work (in the sense of Chapter 4.5.5 of the Network Statement 2021) not allocated in the timetable. These tariffs are based on the calculations of the costs incurred for the 3rd Rail project and have been tested by TNO and the European Commission.

Table 1

Compensation for changed capacity per extra (detoured) km in relation to the originally allocated km	Tariff (per train kilometre)
Extra charge train path service (depending on weight)	€ *
Extra locomotive costs	€ 2.57
Extra energy costs	€ 1.93
Extra driver costs	€ 0.99

* The amount of the compensation depends on the weight as referred to in Table 6.1

Table 2

Compensation for cancelled capacity per km without alternative (km of the original route)	Tariff (per train kilometre)
Total	€ 5.65

Calculation example: A freight train with capacity rights from Maasvlakte West via Moerdijk Bridge to Venlo will, in case of an ad hoc possession on the Moerdijk Bridge that is requested 2 weeks before performance and for which no alternative timetable is available within 6 hours via, for example, Utrecht, be given a compensation amount of 195.5 km x € 5.65 / km = € 1,105.27

The starting points for the compensation scheme are:

- Only allocated rights that are affected by ad hoc works and lead to the rerouting or cancellation of a train are eligible for compensation of the direct operating costs.
- The rerouting or cancellation of a train is regarded as a deviation from the previously allocated capacity.
- A train will be considered cancelled if no alternative path can be offered on the Combined Network or the Betuweroute within 6 hours of the last allocated capacity, where the train has not run and the cause is attributable to the work. In such cases, the kilometres of the original path shall be considered as the train kilometres eligible for compensation as referred to in Table 2.
- Compensation only concerns direct operating costs.
- Compensation shall only apply if the titleholder consents to accommodation of the works and deviations from the previously allocated capacity.
- Light locomotives are excluded from the cancellation scheme, but not for compensation of disadvantage within the meaning of this scheme.
- Only capacity rights that are allocated at the time of the announcement of the decision regarding possessions and which fall within the period of possession fall under this scheme.
- Disadvantage resulting from a train rerouting shall not be compensated if compensation has been paid for cancellation of the same train.

(empty page)