

# Network Statement 2022

*updated to Supplement 4*

*period of validity: 2022 timetable*

**Sunday 12 December 2021 - Saturday 10 December 2022**

*(including the earlier handling of capacity requests for that period).*

## Colophon

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## Version management

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Version	Date	Supplement	Subject of the changes
0.5	28 August 2020		Draft Network Statement
1.0	11 December 2020		Definitive Network Statement, initial issue
1.1	30 March 2021	1	Preconditions for trains longer than 650m at Venlo railway yard, tightening up process for allocating ad hoc capacity during works, cancellation charge, connection to process water pipes and sewers, ISVL not yet fully replaced by Order Portal in 2022, new ICT services BODI and Provision of customised incident-related data, compensation scheme for the Havenspoorlijn, agreements on emergency repairs on the Havenspoorlijn and Betuweroute now national policy, capacity allocation on railway and stabling yards
1.2	5 July 2021	2	Maximum amount payable per loss event, indexation of charges, non-commercial stops, General Terms & Conditions, new version TijdRuimteSlots list, editorial corrections
1.3	2 February 2022	3	Axle load and ton metre weight for passenger trains, information on safety in railway tunnels published on the Logistics Portal, user restrictions at 's-Hertogenbosch railway yard, new ICT ancillary services FRISO and Punctuality Map, changes to existing ICT services, footnote out-of-pocket costs, Rail Facilities Portal, change to Section 39 Rail Traffic Regulations, passenger transport restrictions Barendrecht Aansluiting – Kijfhoek Aansluiting Noord, Replacement of hyperlinks to the Logistics Portal
1.4	2 May 2022	4	New ancillary service NEO Simulation, replacement ISVL-Buta, compensation in case of understaffing at ProRail Traffic Control, change to description of the publication Temporary Speed Restrictions (TSB), change to description of the application RouteLint, change to description of the application ORBIT

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## Glossary

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

The [RailNetEurope website](#) 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<sup>1</sup>, the manager of the main railway network in the Netherlands. ProRail is a private company with limited liability 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 transformation will, inter alia, be implemented by means of an amendment to the Railways Act which will set out the tasks of ProRail. To the extent necessary, ProRail will amend the Network Statement after the entry into force of the Railways Act.

Management by ProRail<sup>2</sup> relates to the following activities<sup>3</sup>:

- 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.

ProRail has a safety management system and a valid safety authorisation for the safe management of the main railway network.<sup>4</sup>

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<sup>5</sup> granted by the ACM, the Consumer & Market Authority.<sup>6</sup> 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 objective of the Network Statement is to inform titleholders<sup>7</sup> about the nature and conditions of access and use of the main railway network, including the allocation of capacity. The Network Statement informs titleholders about the services and facilities ProRail can offer including availability, rates and conditions for these services and facilities.

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

<sup>2</sup> ProRail is charged with the management of the Netherlands railways as described in the [management concession](#), within the meaning of Section 16 Railways Act, granted by the Minister of Infrastructure and the Environment.

<sup>3</sup> This work results from Article 2(2) Management Concession 2015 - 2025.

<sup>4</sup> Section 16f Railways Act.

<sup>5</sup> Reference ACM/DE/2014/202129 dated 23 April 2014.

<sup>6</sup> As referred to in the Electricity Act 1998.

<sup>7</sup> In this Network Statement, 'titleholders' are defined as: all those who, in accordance with the Railways Act, can conclude an access agreement with ProRail; see Section 57 Railways Act.

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

## 1.3 Legal aspects

### 1.3.1 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 main railway network. Also applicable are the directly applicable [European Regulations](#) and the Technical Specifications on Interoperability based thereon, as well as the [COTIF](#) for international rail transport.

Table 1.1 List of laws and regulations

Subject	Laws and regulations
Railways	<a href="#">Railways Act</a> <a href="#">Railways Allocation Decree</a> <a href="#">Main Railways (Environmental Regime) Regulations</a> <a href="#">Railway Interoperability and Safety Regulation</a>
Railway undertakings	<a href="#">Operating Licence Decree and a number of exemptions from the main railways safety certificate</a>
Infrastructure	<a href="#">Railway Capacity Allocation Decree</a> <a href="#">Network Infrastructure Regulations</a>
Traffic	<a href="#">Rail Traffic Decree</a> <a href="#">Rail Traffic Regulations</a>
Personnel	<a href="#">Railway Personnel Decree 2011</a> <a href="#">Railway Personnel Regulations 2011</a>
Railway vehicles	<a href="#">Railway Vehicles Service Regulations 2020</a>
Capacity and use	<a href="#">Railway Capacity Allocation Decree</a>
Charges	<a href="#">Implementation Directive 2012/34/EU on establishing a single European railway area</a> <a href="#">HSL Levy Decree 2015</a>
Dangerous goods	<a href="#">Carriage of Dangerous Goods Act</a> <a href="#">Decree on the Carriage of Dangerous Goods</a> <a href="#">Regulations for the Transport by Rail of Dangerous Goods</a>
Environment	<a href="#">Environmental Law (General Conditions) Act</a> <a href="#">Environmental Management Act</a> <a href="#">Environmental Management (Activities Decree) Act</a> <a href="#">Rail Traffic Noise Calculation &amp; Measurement Regulations 2012</a>

## 1.3.2 Legal status and liability

### 1.3.2.1 General comments

The Network Statement 2022 is a network statement within the meaning of Section 58 Railways Act, and Article 27 of Directive 2012/34/EU<sup>8</sup> and is based on the regulations in force on 1 November 2020.

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.

### 1.3.2.2 Liability

ProRail accepts no liability whatsoever for loss or damage ensuing from apparent mistakes or printing errors contained in the Network Statement 2022. 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.

## 1.3.3 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 4.5.5). Complaints and disputes about other services offered by or agreed with ProRail, or about the Network Statement 2022 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). The contact particulars are:

<i>organisation:</i>	ProRail Capacity Management Account Management Department	
<i>postal address:</i>	P.O. Box 2038 3500 GA Utrecht	
<i>office address:</i>	Moreelsepark 3 3511 EP Utrecht	
<i>telephone:</i>	+31 (0) 88 231 5555	
<i>email:</i>	<a href="mailto:accountmanagement@prorail.nl">accountmanagement@prorail.nl</a>	
<i>website:</i>	<a href="http://www.prorail.nl">www.prorail.nl</a>	

<sup>8</sup> 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.

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' (see Chapter 5.7.3)

Complaints about (tariffs of the) charges and the principles thereof and the criteria and rules for capacity allocation published in Network Statement 2022 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 2022 or an amendment to (parts of) the Network Statement.<sup>9</sup>

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 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 Article 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.<sup>10</sup> The complaints procedure is described on the [ACM website](#). The contact particulars of the ACM are stated in Chapter 3.2.2.

## 1.4 Structure of the Network Statement

The Network Statement is drawn up according to the '*Network Statement Common Structure*' of RailNetEurope (see Chapter 1.7.2). This common structure ensures that globally equivalent information can be found in the same place in the Network Statement of the member countries. RailNetEurope radically changed the Common Structure in December 2019. The new structure, which can be found on the [RailNetEurope website](#), is applied for the first time in this Network Statement.

For detailed and up-to-date information, this Network Statement refers, among other things, to [www.prorail.nl](#) and the [ProRail Logistics Portal](#). Titleholders can on request gain access to the Logistics Portal (for contact particulars, see Chapter 1.6 or go to the [ProRail website](#)).

## 1.5 Validity and amendments and publication

### 1.5.1 Period of validity

The Network Statement 2022 applies to:

- Access to and use of the railway infrastructure and service facilities with accompanying services during the 2022 timetable.
- The handling of capacity requests for the 2022 timetable. This also applies if handling takes place before the start of the 2022 timetable.

The 2022 timetable starts at 00:00 hours on Sunday 12 December 2021 and ends at 24:00 hours on Saturday 10 December 2022. These dates are in accordance with Directive 2012/34/EU, Annex VII. Information in the Network Statement 2022 that relates to the period after 14 December 2022 is indicative only.

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<sup>9</sup> Section 58(5) Railways Act.

<sup>10</sup> Section 71(1) Railways Act.

## 1.5.2 Additions and amendments

Circumstances after the publication of this Network Statement may give rise to additions or amendments to the Network Statement. ProRail will publish a supplement to the Network Statement 2022 if necessary.

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. For further information about notifications, see [the user manual](#) (Gebruikershandleiding).

## 1.5.3 Publication

ProRail has drawn up the Network Statement 2022 following consultation with the titleholders involved (see Appendix 3). An email with a hyperlink to the Network Statement 2022 on ProRail's website has been sent to:

- titleholders who have concluded an Access Agreement with ProRail in the 2020 timetable year;
- all administrative bodies authorised to grant concessions for passenger transport by train,
- the ACM (Consumer & Market Authority).

Supplements to the Network Statement 2022 are distributed by email among:

- titleholders who at the time of this supplement have concluded an Access Agreement with ProRail;
- the ACM (Consumer & Market Authority).

The most recent version of the Network Statement 2022 and the released supplements thereto are available in both Dutch and English on the [ProRail website](#). Publication of the Network Statement 2022 and supplements thereto are announced in the Netherlands Government Gazette.

## 1.6 Contact address for further information

ProRail will, on request, provide railway undertakings and other titleholders with further information on topics mentioned in the Network Statement 2022. Please contact:

<i>organisation:</i>	ProRail Capacity Management Capacity Allocation Department	
<i>postal address:</i>	P.O. Box 2038 3500 GA Utrecht	
<i>office address:</i>	Moreelsepark 3 3511 EP Utrecht	
<i>email:</i>	<a href="mailto:netverklaring@prorail.nl">netverklaring@prorail.nl</a>	
<i>website:</i>	<a href="http://www.prorail.nl">www.prorail.nl</a>	

ProRail will 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. Communication will take place through the existing (thematic) consultation tables or through other jointly established thematic consultations. 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.

## 1.7 International cooperation by infrastructure managers

### 1.7.1 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:<sup>11</sup>


- Strengthening cooperation between the infrastructure managers on issues such as capacity allocation of train paths, introduction of interoperable systems and railway infrastructure development.
- Finding a good balance between freight and passenger trains along the Rail Freight Corridors, achieving adequate capacity for freight transport, in line with market needs, 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/Amsterdam – Kijfhoek – Roosendaal (border)
North Sea – Baltic	Wilhelmshaven / Bremerhaven / Hamburg / Amsterdam / Rotterdam / Antwerp – Aachen / Prague / Berlin – Warsaw – Terespol (Polish – Belarusian border) / Kaunas – Riga – Tallinn	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 \(RINF\)](#), published by the [European Railway Agency \(ERA\)](#). The contact particulars of the corridor organisations are:

<b>organisation:</b> EEIG Corridor Rhine – Alpine EWIV <b>office</b> Kleyerstraße 25 <b>address:</b> 60326 Frankfurt am Main Germany <b>telephone:</b> +49 69 265 4544 1 <b>email:</b> <a href="mailto:info@corridor-rhine-alpine.eu">info@corridor-rhine-alpine.eu</a> <b>website:</b> <a href="http://www.corridor-rhine-alpine.eu">www.corridor-rhine-alpine.eu</a>	
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<sup>11</sup> Regulation 913/2010/EU of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight.



<b>organisation:</b> EEIG Rail Freight Corridor North Sea Mediterranean <b>office address:</b> 9, place de la Gare L-1616 Luxembourg <b>email:</b> <a href="mailto:info@rfc2.eu">info@rfc2.eu</a> <b>website:</b> <a href="http://www.rfc-northsea-med.eu">www.rfc-northsea-med.eu</a>	
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<b>organisation:</b> EEIG 'North Sea – Baltic Rail Freight Corridor' EZIG <b>office address:</b> 74 Targowa Street 03-734 Warsaw Poland <b>telephone:</b> +48 22 47 32 320 <b>email:</b> <a href="mailto:info@rfc8.eu">info@rfc8.eu</a> <b>website:</b> <a href="http://www.rfc8.eu">www.rfc8.eu</a>	
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For further regulations on international rail freight corridors, see also Chapters 4.2.2, 4.2.3 and 4.5.4.

## 1.7.2 RailNetEurope

ProRail is a member of RailNetEurope (RNE), an umbrella organisation of European infrastructure managers and capacity allocating authorities. RNE facilitates international rail operations by developing harmonised international operating processes in the form of templates, manuals, guidelines and IT tools. More information about RNE is available on the RNE website, see contact details below.

<b>organisation:</b> RailNetEurope Joint Office <b>office address:</b> Ölzeltgasse 3 1030 Vienna Austria <b>email:</b> <a href="mailto:mailbox@rne.eu">mailbox@rne.eu</a> <b>website:</b> <a href="http://www.rne.eu">www.rne.eu</a>	
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## 1.7.3 Other international cooperation

ProRail is an active member of the organisation of [European Rail Infrastructure Managers \(EIM\)](#). EIM is an interest group for European infrastructure managers. In addition, ProRail is an active member of [PRIME](#), of which it is one of the founders. PRIME is a platform bringing together European infrastructure managers and the European Commission.

ProRail is active within [Shift2Rail](#) as a member of the EUROCC consortium. Shift2Rail is a European initiative that focuses on research and development in the rail sector in order to strengthen the competitive position of rail transport. Finally, ProRail is also a member of the regional board of [UIC](#) (the international railway union) and participates in various working groups and projects. For international cooperation in the field of capacity distribution process, see Chapter 4.9.1 and, at operational level, Chapter 6 Operations.

## 2 Railway infrastructure

### 2.1 Introduction

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

This chapter discusses the characteristics of the railway network. Chapters 2.3.4 to 2.3.9 deal with the user parameters of the railway network. This concerns the following six parameters:

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

Use outside the limit values of the the above parameters is permitted only under agreed regulations for Exceptional Transport as defined in Chapter 4.7.

The Network Statement provides user information on those aspects of the railway network that are of fundamental importance in terms of interoperability. In practice, there is often a need for more detailed information. On the [Logistics Portal](#) you can find an overview of the information that can be requested. Additional information about the (possibilities for use of the) railway network, safety systems and geographical information can be requested from ProRail via the following contact address:

<i>organisation:</i>	ProRail, Capacity Management Infrastructure Development Department	
<i>postal</i>	P.O. Box 2038	
<i>address:</i>	3500 GA Utrecht	
<i>office</i>	Moreelsepark 3	
<i>address:</i>	3511 EP Utrecht	
<i>email:</i>	<a href="mailto:gebruikswaardeinfo@prorail.nl">gebruikswaardeinfo@prorail.nl</a>	

Titleholders can also request access to various applications that contain specific information, such as Infra Atlas or the [Logistics Portal](#), via the [ProRail website](#). The [RailMaps](#) application also contains a great deal of information, for example about the angle ratios of points and the presence of overhead lines on individual tracks.

### 2.2 Extent of network

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

- An overview of the main railways managed by ProRail, including the associated infrastructural elements and facilities and the railways that have fallen into disuse.
- A specification of the connected railways that fall outside the management of ProRail.



## 2.2.1 Railway network managed by ProRail

0 shows the railways<sup>12</sup> managed by ProRail. This appendix also includes a table with the railways designated as part of the main railway network<sup>13</sup> that link up with the sidings in port and industrial areas.

ProRail manages:

- The railways designated as main railways by the Railways Allocation Decree, the management of which has been assigned by concession to ProRail.
- The infrastructural elements<sup>14</sup> that constitute part of the main railways and which are designated as railway infrastructure, including the transfer facilities in stations.
- A number of other facilities that are related to the traffic on the main railways and are managed by ProRail, such as refuelling facilities.
- A number of decommissioned tracks, not designated part of the main railways, see Appendix 11.

The boundaries of the area managed by ProRail are shown in RailMaps, see Chapter 2.3.

### *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.

## 2.2.2 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<sup>15</sup>
  - Eijsden – Visé
- With the railway network in Germany managed by DB Netz AG, at the border crossings:
  - Nieuweschans – Weener<sup>16</sup>
  - Oldenzaal – Bad Bentheim
  - Enschede – Gronau<sup>17</sup>
  - 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.

<sup>12</sup> The railways as stated in Annex 1 and Annex 2(a) Railways Allocation Decree.

<sup>13</sup> The railways as stated in Annex 2(b) Railways Allocation Decree.

<sup>14</sup> See Annex I to Directive 2012/34/EU.

<sup>15</sup> The Maastricht - Lanaken railway is currently still owned and managed by ProRail, but it is out of use and there is no train traffic.

<sup>16</sup> 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.

<sup>17</sup> 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.

Various industrial and transshipment 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.

## 2.3 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 'RailMaps' application, which contains the identification characteristics of tracks (letters/numbers), signals, points and other facilities and the kilometre marking(s) per route section. For a description, see section 1 of Appendix 23.
- Delivery of customised railway infrastructure data via Infra-Atlas, for a description, see section 2 of Appendix 23.
- The Rail and Road Signs publication, for a description see section 4 of Appendix 23.
- The publication on temporary speed restrictions (TSB), for a description, see section 5 of Appendix 23.
- The [Infrastructure Register \(RINF\)](#). This register referred to in Section 26bb Railways Act contains the values of the network parameters of the railway infrastructure.

### 2.3.1 Route sections

An overview of the network configuration, single-track, double-track and multi-track sections distances between nodes (selection) can be found in 0. For information about the effective track length of arrival, departure, stabling and holding or overtaking tracks: see the [ProRail Logistics Portal](#).

### 2.3.2 Track geometry

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

### 2.3.3 Stations and nodes

Network nodes and the names of several important stations and nodes can be found in 0.

### 2.3.4 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<sup>18</sup> are permitted on the entire railway network managed by ProRail.
- Railway vehicles (including load), the loading gauge of which complies with GC<sup>19</sup> 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<sup>20</sup> 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<sup>21</sup> are permitted on the route sections designated in Appendix 12 as NL-2.

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<sup>18</sup> Section 6) [Railway Vehicles Service Regulations](#).

<sup>19</sup> Section 6) [Railway Vehicles Service Regulations](#).

<sup>20</sup> Section 6) [Railway Vehicles Service Regulations](#).

<sup>21</sup> Section 6) [Railway Vehicles Service Regulations](#).

- 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 3.4.3. 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 must also comply with the vehicle gauge requirements of the neighbouring railway network.

## 2.3.5 Axle loads and ton metre weights

The coding of loading classes in this chapter complies with NEN-EN 15528.

Loading Class C2 is permitted throughout the network. The vehicle load may not exceed the maximum permissible load specified for that railway vehicle.<sup>22</sup> In accordance with the TSI Infrastructure<sup>23</sup>, 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 Chapter 4.7 and section 1 of Appendix 13). Insofar as use is made of regular routes, these conditions only concern compliance with local speed restrictions.
- Passenger transport (P)  
On parts of the network, see section 2 of Appendix 13, an axle load deviating from load class C2 is permitted for passenger rolling stock under specific conditions and compatibility with the route has already been checked. The route sections, types of rolling stock and specific conditions are listed in an annex to the [Infrastructure Register](#) and may vary according to the route section and type and deployment of rolling stock.<sup>24</sup> If the deviating axle loads result in malfunctions, excessive wear or damage to the infrastructure or if the conditions are not met, ProRail may issue instructions.<sup>25</sup>

In any case, for freight and passenger transport, 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.

## 2.3.6 Gradient

- The gradient of stabling tracks does not exceed 1:1000.
- The gradient of other tracks shall in principle not exceed 1:200; in the case of steeper gradients, signalling shall help to prevent heavy trains from coming to a standstill on such gradients.

## 2.3.7 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.

## 2.3.8 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

<sup>22</sup> Section 17(2) Rail Traffic Decree.

<sup>23</sup> 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.

<sup>24</sup> On the basis of Section 26p(c) Railways Act in conjunction with Section 23 [Railway Vehicles Service Regulations](#) 2020 in conjunction with Section 4.2.2.5 and Annex D1 OPE TSI 2019/773 (note 3), a list of route compatible vehicle types whose route compatibility has already been checked are included in the Infrastructure Register.

<sup>25</sup> Article 16 General Terms and Conditions Access Agreement.

international traffic. Information on this can be found in the Border Route Agreements (BRAs), which can be found on the [ProRail Logistics Portal](#).

- 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. 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 (Appendix 19).  
In case of a scheduled detour, 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 [ProRail Logistics Portal](#).
- 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
- Deviations from the limit value of 650m on the Dutch side of the Venlo - Kaldenkirchen border crossing are permitted if the 'Preconditions for long trains via Venlo', which can be found on the [Logistics Portal](#), are complied with.
- 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 4.5.4.1 (Offer of pre-arranged train paths) and 4.5.4.2 (Reservation of capacity).

## 2.3.9 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 wishes to receive data from the railway undertaking per type of electric rail vehicle as described in section 0 of Appendix 8. ◀

## 2.3.10 Signalling 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](#).

The table below outlines the signalling system present on each route section.

Table 2.1 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.

Route section	Applicable signalling system
Rotterdam Lombardijen – Hazeldonk Grens (forming part of the HSL-Zuid)	The fall-back signalling system is ERTMS Level 1.
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: <ul style="list-style-type: none"> <li>– ERTMS Level 1 versie 2.3.0.d.</li> <li>– ATBEG en lichtseinen.</li> </ul> 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: <ul style="list-style-type: none"> <li>– ERTMS Level 2 version 2.3.0.d with cabin signalling via ETCS.</li> <li>– Light signals, supported by cabin signalling via ATBEG.</li> </ul>
Lelystad Opstelsterrein Aansluiting – Hattumerbroek Aansluiting (Hanzelijn)	
Enschede – Enschede Grens	Local operation of signals by train personnel using an infrared remote control system.
Zevenaar – Winterswijk (Wehl)	
Groningen – Leeuwarden (the infrared remote control has been removed from all stations with the exception of Leeuwarden station)	
Other route sections	Light signals, supported by cabin signalling via ATBEG, ATBNG or ETCS.

Detailed information on the existing signalling systems can be found in the [Infrastructure Register \(RINF\)](#).

## 2.3.11 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 shall be further agreed (see Chapter 5.1 and Chapter 5.5, above).

The applications and publications fed with train composition data are listed in the table below and then briefly described. The third column of this table provides a reference for a detailed explanation.

Table 2.2 Traffic control systems

Name	Function	For clarification, see
WLIS (wagon load information system)	Registration of train composition data and the position and load of freight wagons on railway yards.	Appendix 23 – 16
SpoorWeb	Communication in case of disasters.	Appendix 23 – 17
Real-time information on train movements (VIEW)	Information on current train movements.	Appendix 23 – 18
Planning and performance information (according to NL standard)	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23 – 19

Name	Function	For clarification, see
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 – 20
Real-time information on train movements (MeekijkVOS)	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 – 21
Real-time information on international train movements (TIS)	Real-time information on international passenger trains and national and international freight trains movements.	Appendix 23 – 22
RouteLint	Information for the driver on the current traffic situation on his route.	Appendix 23 – 23
ORBIT	Gives the driver a warning when approaching a red signal at too high a speed.	Appendix 23 – 24
Provision of Rolling Stock and Train Position Service (MTPS)	The provision of real-time information on train positions on the basis of train detection systems.	Appendix 23 – 25

## 2.3.12 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 14 of Appendix 23 and the GSM-R Walkie-Talkies service in section 15 of Appendix 23).

## 2.3.13 Safety systems

### 2.3.13.1 Automatic train control systems

- Type of automatic train control (ATC) system per route section: see Appendix 1.  
The (Belgian) ATC system Memor/krokodil is installed between the national border and the start/end of the ATBEG 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 ATBEG and an ERTMS automatic train control system are present on the route sections Amsterdam Duivendrecht – Utrecht and Lelystad Opstelsterrein Aansluiting – Hattermerbroek Aansluiting. Traction vehicles fitted with ATBEG system and/or compatible ERTMS train equipment can use this route section. The ERTMS automatic train control system permits suitable and approved rolling stock to run at the speeds indicated below.
  - Amsterdam – Utrecht: 160 km/h
  - Lelystad Opstelsterrein Aansluiting – Hattermerbroek Aansluiting: 200 km/h.
 Rolling stock fitted with ETCS can run on this route section with ATBEG 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 must be fitted with equipment for communication with and control by the hump process control system.



- The ATC system (both ATBEG and ATBNG) 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 (emplacement) – 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*

- ▶ Chapter 6.2.2 contains the procedures for requesting and managing communication encryption keys needed to drive on ERTMS-level-2 route sections. In addition, this chapter describes the user processes for running trains using ERTMS. ProRail wishes to agree these in the Access Agreement. ◀

#### **2.3.13.2 Train detection systems**

- Various train detection systems are in use on the railway network to provide safety information about track occupancy; 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. This information is available on request (see Chapter 2.1). It can also be consulted on the [Infrastructure Register \(RINF\)](#).
- 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 (Environmental and Transport Inspectorate on behalf of the) Minister of Infrastructure and Public Works and laid down in the vehicle licence for the specific railway vehicle. The compatibility requirements connected to the various detection systems are laid down in the Railway Vehicles Service Regulations 2020. These requirements apply to new and renewed railway vehicles and are described per detection system in Section 10 Railway Vehicles Service Regulations 2020 with reference to Annexes 5, 6 and 7.<sup>26</sup> 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, pulse track circuits (PSSSL), pedals, mass detection loops) it is possible to run railway vehicles that do not meet the requirements with regard to detection quality<sup>27</sup>.
- Route sections with only GRS and Tone Frequency track circuits are not necessarily suitable for modern electric passenger train sets running in monoculture<sup>28</sup>. This is indicated in the restrictions of railway vehicle service licence, with reference to the Technical File for authorisation.

<sup>26</sup> See Section 10 [Railway Vehicles Service Regulations 2020](#).

<sup>27</sup> See the [Railway Vehicles Service Regulations, Annex 5](#).

<sup>28</sup> 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.

- Appendix 15 indicates which route sections are suitable for these electric passenger trains, regardless of whether a monoculture occurs.

## 2.4 Restrictions to use

The potential for use of the infrastructure is determined by the characteristics of the railway network 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 for the use of the railway network 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.

### 2.4.1 Specialised railway network

#### *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.

#### *Rules of procedure*

- 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 Evaluation and Assessment<sup>29</sup> and an operational scenario. These documents shall be approved by ProRail at least one month before the performance date. For contact details, see Chapter 4.2.4. ◀

#### *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 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. The underlying documents of the competent authority can be consulted at ProRail. The limitations and conditions of the permits and notifications 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 \(RINF\)](#).

#### *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. ◀

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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.

<sup>29</sup> This concerns a Risk Evaluation and Assessment within the meaning of Implementing Regulation 402/2013/EU.



## 2.4.2 Environment-related operating rules and restrictions

### 2.4.2.1 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 and are available for consultation on the [Logistics Portal](#).

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 provisions in this respect can be found in Chapter 2.4.2.2 and in the General Terms and Conditions (Appendix 5). ◀

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 used on railway yards. Known average values are used for freight stock.

#### *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. In a number of cases, the environmental permit will have to be adapted for this purpose.

#### *Application for or change to an environmental permit*

When it is necessary to apply for an environment permit for a change in the activities, ProRail will approach the relevant railway undertakings to collect the necessary data. This also applies to railway yards where activities subject to an environmental permit are not yet carried out and where an establishment permit must be applied for in order to carry out certain activities.

### 2.4.2.2 Environmental and safety information

In the case 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 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<sup>30</sup> 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.

The information to be provided by the railway undertaking to the network manager is set out in Appendix 8, sections 2.2 to 2.5 and section 8. In addition, in the event of submission of an opinion,

<sup>30</sup> 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.

appeal or request for interim relief in respect of a (draft) environmental permit obtained, the railway undertaking shall provide the network manager with information in support of the request.

In the context of the provision of information described above, the following is relevant:

- 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.
- 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. ProRail needs the above information from the railway undertakings in order to fulfil its role properly.

#### *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 [ProRail Logistics Portal](#) 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 3.3.
- 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.

### **2.4.2.3 Noise on route sections**

The Minister of Infrastructure and Water Management sets<sup>31</sup> 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<sup>32</sup> compliance with the noise limits, by testing whether the requested capacity remains under the noise limits, see Chapter 4.5.4 point b. If the test shows an exceedance of the noise production ceilings, which cannot be resolved by coordination, the applicable infrastructure is declared congested, see Chapter 4.6.

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<sup>31</sup> Section 11.27 Environmental Management Act

<sup>32</sup> Section 11.20 Environmental Management Act

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<sup>33</sup>. For freight stock, 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<sup>34</sup>. Further details of this statement are given in Appendix 8. ◀

#### **2.4.2.4 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 transshipment 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 5.5 of the table Refuelling Facilities in Chapter 7.3.10.2.

#### *Regulations to be agreed upon*

- ▶ ProRail wishes to lay down the agreements with regard to soil protection (occurrence of signalled ballast contamination or refuelling, respectively) in the Access Agreement via the General Terms and Conditions (see Appendix 5) and section 5.5 of the Refuelling Facilities table in Chapter 7.3.10.2. ◀

<sup>33</sup> Rail Traffic Noise Calculation & Measurement Regulations 2012

<sup>34</sup> Rail Traffic Noise Calculation & Measurement Regulations 2012

## 2.4.3 Restrictions due to dangerous goods

### General

The transport of dangerous goods by rail is subject to the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID). According to the RID, dangerous goods are substances which, because of their intrinsic properties or the conditions under which they occur, may cause danger, damage or serious nuisance to humans, animals or the environment. They are assigned to hazard classes on the basis of these intrinsic properties or the conditions under which they occur.

In the event of an incident, not all dangerous substances are equally dangerous to the environment. That is why transport legislation and environmental permits distinguish between substances that are relevant for external safety - with a major impact on the environment - and substances that are not.<sup>35</sup>

For risk analyses and reports, this only concerns bulk transport in loaded wagons.

In a number of yards where an environmental permit is in force for activities involving goods trains, activities with wagons loaded with hazardous substances relevant to external safety are also permitted. The competent authority has laid down rules for activities involving these substances in the licences. The rules generally relate to the permitted external safety risk, the package of (extinguishing) facilities and reporting obligations. There are local differences as to which substances are or are not permitted and the rules that have been laid down. Users must carry out the activities in accordance with the rules set out in the environmental permit and the legislation and regulations in force. In addition to the rules in the permits (see section 2.4.2.1), in some cases restrictions on use may apply as a result of enforcement by the competent authority.

### Handling of dangerous goods at railway yards

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

Table 2.3 Railway yards equipped for the handling and stabling of wagons with dangerous goods

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

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). For the purpose of the timetable, the [Logistics Portal](#) of ProRail publishes the Environmental Checklist and, at railway yard level, the documents "Points of attention for the environment permit". The Checklist includes all the railway yards where, to date, shunting with dangerous goods relevant to external safety is permitted by law. The "Points of attention for the environment permit" documents outline the contents of the environmental permit for each railway yard. ProRail will handle requests

<sup>35</sup> See table 9-2 in the [Transportation Risk Analysis Manual](#).

from titleholders for the designation of other/supplementary railway yards in accordance with the procedures as described in Chapter 2.6.1.

The handling of trains with dangerous goods at railway yards is subject to environmental permits. Chapter 2.4.2.1 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, ProRail 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.

## **2.4.4 Railway tunnel opening times 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 an emergency. 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)<sup>36</sup>
- Spoortunnel Best (Boxtel – Eindhoven Strijp-S)
- Groene Hart spoortunnel (Hoofddorp – Rotterdam)
- Spoortunnel Rotterdam-Noord (Hoofddorp – Rotterdam)
- Oude Maas spoortunnel (Rotterdam – Hazeldonk)
- Dordtsche Kil spoortunnel (Rotterdam – Hazeldonk)
- Drontermeerspoortunnel (Dronten – Kampen Zuid)
- Spoortunnel Nijverdal (Raalte - Wierden)
- Spoortunnel Delft (Rijswijk – Delft Zuid)

Further information on safety in railway tunnels, including the above-mentioned emergency plans, can be found at [ProRail Logistics Portal](#).

#### *User restriction*

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

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<sup>36</sup> The railway tunnel that is part of the Betuweroute.

## 2.4.5 Railway bridge opening times and restrictions

Moveable 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 railway bridges subject to a fixed timetable are laid down in the 2022 timetable determined by the Minister of Infrastructure and Water Management<sup>37</sup> and subsequently published on the [website of Rijkswaterstaat](#).

## 2.4.6 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 2.0. 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-up Document for the preparation phase of the timetable as Appendix 6. Via the [ProRail Logistics Portal](#).

ProRail takes ad hoc measurements of the transfer load at a number of stations with (potential) capacity bottlenecks. This with a view to transfer risks and for the management and development of the railway infrastructure in relation to the capacity request. 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, sections 0.6 and 0.7).

## 2.4.7 User restrictions at 's-Hertogenbosch railway yard

In the 2022 timetable year, ProRail will maintain the situation at 's-Hertogenbosch railway yard that was created for the purpose of the practical test carried out earlier. The signals are based on a braking distance of 300m at 40 km/hour with a 5 per mille gradient. This means that the braking percentage for trains in 's-Hertogenbosch railway yard has been increased from 30% to 54%. ProRail makes agreements with railway undertakings using 's-Hertogenbosch railway yard in the Access Agreement.

The infrastructure manager will provide the railway undertaking with clear, correct and complete information. The railway undertaking shall ensure that this is the case:

- its train drivers, who (can) drive in 's-Hertogenbosch yard are familiar with the changed situation on site;
- its train(s) running in 's-Hertogenbosch has/have a braking percentage of (at least) 54%. In case a train has a lower braking percentage than 54%, the maximum speeds as included in the letter from ILT dated 20 January 2020 with reference ILT 2020/3792 apply:

Brake position G

Braking%	53	52	51	50	49	48	47	46	45
Speed [km/h]	35	35	35	30	30	30	30	25	20

P, also with long locomotive, train length up to 500 metres

Braking%	53	52	51	50	49	48	47	46	45
Speed [km/h]	40	40	40	40	40	40	40	40	40

P, also with long locomotive, train length up to 600 metres

Braking%	53	52	51	50	49	48	47	46	45
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<sup>37</sup> Section 25 Railways Infrastructure Decree.



Speed [km/h]	40	40	40	40	40	40	40	40	40
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P, also with long locomotive, train length up to 700 metres

Braking%	53	52	51	50	49	48	47	46	45
Speed [km/h]	40	40	35	35	35	35	35	35	35

## 2.5 Reliability, availability and operational quality of the railway infrastructure

This chapter describes the quality of the railway network 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 4.3 for the procedures applicable to capacity allocation for scheduled work on or near the main railway network. For the process of function changes and an overview of infrastructural (study) projects, see Chapters 2.6 and Appendix 10.

### *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 must 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 [ICdoc incident and emergency site](#) of the OCCR) states the weather conditions per facet, as well as the applicable parameters and resulting measures.

### *Maintainability*

Giving due consideration to cost, safety and reliability conditions for the railway system, 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. ProRail will take this aspect into account in case of all changes to infrastructure.

### *Safety*

ProRail applies strict control procedures with regard to the safety of train traffic during operating procedures by traffic control and other management tasks, in order that ProRail can provide railway undertakings with safe and usable routes for the conduct of their rail traffic operations.

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 main railways including railway yards on the basis of a site-specific risk analysis so that they cannot be accidentally or unintentionally accessed by third parties. The confidentiality of data and the obligation to take appropriate measures to protect data from information systems are included in Article 5 of the General Terms & Conditions.

ProRail monitors the safety of level crossings, in order to (get information to) be able to respond to the developments of rail traffic and intersecting traffic. Aim is also to prevent a deterioration in the safety

situation. During the development of intersecting traffic, ProRail, in consultation with the (road) manager involved, seeks infrastructural measures to prevent or reverse a worsening of the safety situation.

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 Policy Agenda for Rail Safety 2020-2025 and the Parliamentary Letter on railway safety.<sup>38</sup>

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.

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:

- Safety services: on the basis of safety agreements (covenants concluded with local authorities), ProRail contributes to the promotion of social safety at and around stations. ProRail also contributes staffing.
- 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 directly address the railway undertakings using the railways managed by ProRail, ProRail will stipulate this through the Access Agreement.

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<sup>38</sup> For the latest information, see the Parliamentary Letter on railway safety developments dated 16 June 2020 from the Ministry of Infrastructure and Public Works, reference IENW/BSK-2020/86254.



## 2.6 Infrastructure development

### 2.6.1 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 4.6 and Appendix 10 Section 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.<sup>39</sup> 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 infrastructure. ProRail uses a multi-criteria analysis (MCA) to determine and prioritise the most cost-effective measures.
- 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 request for a change of function on railway yards may imply that an application for or an amendment of the environmental permit is required. 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.
- Changes can also be initiated from the medium-term 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.

#### *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 possible that further external developments may occur during the period of validity of this Network Statement, which may affect the usability of the railway infrastructure. In that case, ProRail will discuss the possibilities of anticipating such developments with the railway undertakings.

### 2.6.2 Planning schedule of function changes

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

- 1) An overview of function changes that are expected to become available for use in the medium and long term. This list indicates changes relating to both the scale and functionality of the network. Information on the list is subject to change. The overview of commissioning dates for infrastructure projects is updated at least once a year. The most recent version is available on the [ProRail](#)

<sup>39</sup> See Section 7(2) Railways Capacity Allocation Decree.

[Logistics Portal](#). Publication of an updated version is not regarded as a supplement to the Network Statement as referred to in Chapter 1.5.2 of the Network Statement.

- 2) A list of studies by ProRail into infrastructural changes that are necessary to accommodate traffic development in the medium and long term.
- 3) An overview of the manner of performance of earlier capacity-enhancement plans in line with Section 7(2) Railways Capacity Allocation Decree.

## 3 Access conditions

### 3.1 Introduction

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

### 3.2 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.<sup>40</sup>

#### 3.2.1 Requirements to request capacity

The following categories of (legal) persons can apply to ProRail for capacity and are entitled to enter into an Access Agreement with ProRail:

- Railway undertakings in possession of an operating licence;
- 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.<sup>41</sup>

As a result of the TSI TAP<sup>42</sup> and the TSI TAF<sup>43</sup>, 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). If a titleholder requests capacity for national trains via the service "Capacity requests and planning and performance information (according to TSI TAF/TAP standard)", see Appendix 23 section 20, it must also be in possession of a Company Code. Only capacity for international train paths can be requested via the Rail Freight Corridors. The party taking over the route section in the neighbouring country must be known.

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.

It is prohibited for titleholders to trade and/or transfer capacity. Violation of this prohibition leads to the exclusion of further allocation of capacity.<sup>44</sup> Where a railway undertaking uses the capacity requested by a titleholder which is not itself a railway undertaking, this shall not be regarded as a transfer and there shall be no breach of the prohibition.

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<sup>40</sup> Section 27(1) Railways Act.

<sup>41</sup> Section 57 Railways Act.

<sup>42</sup> 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.

<sup>43</sup> 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* 2014 L 356.

<sup>44</sup> Section 57(3) Railways Act.

## 3.2.2 Requirements for access to the railway infrastructure

As defined in the Railways Act, railway undertakings have access to the main railway network and can thus participate in rail traffic when they:

- hold a valid operating licence or comparable document,
- hold a valid safety certificate,
- are insured against risks related to statutory liability,
- have concluded an Access Agreement with the network manager.<sup>45</sup>

This is subject to the condition that the intended traffic participation is permitted by the operating licence described above, the safety certificate and the insurance. ProRail stresses that the provision of rail transport services is subject to statutory provisions, as summarised in Appendix 7.

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 2022 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.<sup>46</sup>


The contact particulars of the ACM are:

<p><i>organisation:</i> ACM, Consumer &amp; Market Authority</p> <p><i>postal address:</i> PO Box 16326</p> <p><i>address:</i> 2500 BH The Hague</p> <p><i>office address:</i> Muzenstraat 41</p> <p><i>telephone:</i> 2511 WB The Hague</p> <p><i>fax:</i> +31 (0) 70 72 22 000</p> <p><i>website:</i> +31 (0) 70 72 22 355</p> <p><i>website:</i> <a href="http://www.acm.nl">www.acm.nl</a></p>	<p><b>Autoriteit Consument &amp; Markt</b></p> 
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## 3.2.3 Operating licences

An operating licence is prescribed for access to the main railway network.<sup>47</sup> Operating licences for undertakings established in the Netherlands are issued by the Human Environment and Transport Inspectorate (ILT).

Information on the various types of operating licences with the accompanying requirements is contained in Appendix 7. The contact particulars of the ILT are:

<p><i>organisation:</i> Environmental Health and Transport Inspectorate</p> <p><i>postal address:</i> Rail and Road Transport</p> <p><i>address:</i> PO Box 16191</p> <p><i>office address:</i> 2500 BD The Hague</p> <p><i>telephone:</i> Graadt van Roggenweg 500</p> <p><i>website:</i> 3531 AH Utrecht</p> <p><i>website:</i> +31 (0) 88 489 0000</p> <p><i>website:</i> <a href="http://www.ilent.nl">www.ilent.nl</a></p>	 <p>Inspectie Leefomgeving en Transport Ministerie van Infrastructuur en Milieu</p>
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## 3.2.4 Safety certificates

A safety certificate is required for access to and use of the main railway network.<sup>48</sup> Safety certificates are issued by the ILT.

<sup>45</sup> Section 27(2) Railways Act.

<sup>46</sup> Section 57(4) and (5) Railways Act.

<sup>47</sup> Section 27(2)(a) Railways Act.

<sup>48</sup> Section 27(2)(b) Railways Act.

Railway undertakings as well as prospective railway undertakings preparing to obtain a safety certificate can obtain access to the Logistics Portal on request (see the [ProRail website](#)). On the Logistics Portal, ProRail makes available information on the route(s) it wishes to operate, in accordance with the provisions of the Technical Specifications for Interoperability of the Rail Traffic Operation and Management subsystem.<sup>49</sup>

### 3.2.5 Insurance

A railway undertaking that makes use of the main railway network shall be insured against the financial risks arising from statutory liability.<sup>50</sup> The minimum cover is € 10,000,000 per event.<sup>51</sup> Undertakings that exclusively use the main railway network 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.<sup>52</sup>

## 3.3 Contractual agreements

In civil law terms, this Network Statement is an offer by ProRail to titleholders for access to and use of the railway network managed by ProRail and the accompanying services provided by ProRail. On grounds of specific legal regulations<sup>53</sup> and non-discriminatory considerations, not all parts of this offer are open to individual negotiation. The ProRail Company Regulations<sup>54</sup> (RLN00300, which can be consulted via the ProRail website) always apply to the access by (personnel of) railway undertakings and their auxiliary persons to buildings and sites of ProRail.

### 3.3.1 Framework agreements

ProRail does not offer framework agreements.

### 3.3.2 Access Agreements with railway undertakings

An Access Agreement is one of the requirements for access to the main railway network and is concluded between a titleholder and ProRail. An Access Agreement must comply with the conditions set out in Section 59 Railways Act and must in any case contain provisions on the quality of the main railway network to be offered by the manager and the applicable fee. For the model text of an Access Agreement with the associated General Terms and Conditions, see the [ProRail website](#) and Appendix 5.

#### *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 1.6) from the time that the request for a safety certificate is submitted to the ILT.

Titleholders who wish to conclude their first Access Agreement as railway undertaking must 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 main railway network.

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<sup>49</sup> TSI OPE 2019/773

<sup>50</sup> Section 55 Railways Act.

<sup>51</sup> Section 7 Operating Licence and Safety Certificate (Main Railways) Decree.

<sup>52</sup> Section 8(3) Operating Licence and Safety Certificate (Main Railways) Decree.

<sup>53</sup> Sections 59 and 62 Railways Act.

<sup>54</sup> RLN00300 is available for consultation on the [ProRail website](#)

### 3.3.3 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 main railway network, also not for stabling. 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 3.3.4. For the model text of a Capacity Agreement with the associated General Terms and Conditions, see the [ProRail website](#) and Appendix 5.

### 3.3.4 General Terms & Conditions

ProRail also wishes to agree the General Terms & Conditions in the Access Agreements. The General Terms & Conditions describe the administrative, technical and financial arrangements applicable to the use of the main railway network managed by ProRail and to the services offered. Regulations of the CUI<sup>55</sup>, which by operation of law apply only to the use of the main railway network 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 main railway network 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<sup>56</sup> and RailNetEurope. The European General Terms & Conditions are available for consultation on the [ProRail website](#).

#### *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 or € 200,000,000 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 or € 200,000,000 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. ◀

## 3.4 Specific access requirements

### 3.4.1 Rolling stock acceptance requirements

#### *Vehicle licences*

<sup>55</sup> The 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).

<sup>56</sup> Sector association of transporters.

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.<sup>57</sup> The ILT, 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.<sup>58</sup> Licences are granted via the European Railway Agency (ERA) or the ILT. The manner in which the ILT involves ProRail in this is laid down in a policy rule.<sup>59</sup>

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. In accordance with the policy rule<sup>60</sup>, ProRail may also be asked for an opinion. Questions about this can be addressed to [inzet.spoorvoertuigen@prorail.nl](mailto:inzet.spoorvoertuigen@prorail.nl).

### *Operation and maintenance of railway vehicles*

As soon as a rail vehicle is commissioned by a railway undertaking, said undertaking is responsible<sup>61</sup> for operation and maintenance of the rail vehicle in accordance with the applicable statutory and essential requirements.<sup>62</sup>

### *Railway vehicles data*

ProRail requires data from railway undertakings on new and modified railway vehicles, as referred to in Chapter 3.4.6 in combination with Appendix 8 (section 0) and Chapter 2.5 in combination with Chapter 6.2.9 (paragraph 3). The [ProRail Logistics Portal](#) includes a form specifying the data to be provided (*Rolling stock characteristics form, version 2 dated 12/12/2014*). The completed format should be sent to [accountmanagement@prorail.nl](mailto: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 commissioning. It is possible that the data is already provided by the vehicle supplier during the admissions process.

### *Braking tables*

Based on Article 4.2.2.6.2 of the OPE TSI, ProRail will make available the braking tables already in use. These braking tables (and the associated regulations) have been removed from the Rail Traffic Regulations with effect from 1 April 2020.<sup>63</sup>

Braking table	1				2				Speed in km/h:
	1.1 <sup>1)</sup>	1.2 <sup>2)</sup>	1.3 <sup>3)</sup>	1.4 <sup>4)</sup>	2.1 <sup>1)</sup>	2.2 <sup>2)</sup>	2.3 <sup>3)</sup>	2.4 <sup>4)</sup>	
Braking percentage in %	30	30	30	30	39	39	39	39	30
	30	30	30	30	46	46	46	46	35
	30	30	30	30	54	54	54	54	40
	30	30	30	30	54	54	54	54	45
	30	30	30	30	54	54	54	54	50
	36	36	36	36	54	54	54	54	55

<sup>57</sup> Section 26q Railways Act

<sup>58</sup> Section 26r Railways Act

<sup>59</sup> Policy rule on the role of the network manager in the admission of vehicles Railways Act

<sup>60</sup> Policy rule on the role of the network manager in the admission of vehicles Railways Act

<sup>61</sup> The essential requirements are defined in Annex III of Directive 2016/797/EU.

<sup>62</sup> Section 26c(1) and Section 26k(6) Railways Act

<sup>63</sup> See Government Gazette 2020, 14353



Braking table	1				2				Speed in km/h:
	1.1 <sup>1)</sup>	1.2 <sup>2)</sup>	1.3 <sup>3)</sup>	1.4 <sup>4)</sup>	2.1 <sup>1)</sup>	2.2 <sup>2)</sup>	2.3 <sup>3)</sup>	2.4 <sup>4)</sup>	
	46	46	46	46	56	56	56	56	60
	46	46	46	46	56	56	56	56	65
	46	46	46	46	56	56	56	56	70
	46	46	46	46	56	56	56	56	75
	54	54	54	54	65	65	65	65	80
	54	54	54	54	65	69	72	72	85
	55	55	55	55	65	69	72	72	90
	56	59	62	63	69	73	76	76	95
	65	69	72	–	75	79	83	–	100
	69	73	76	–	–	–	–	–	105
	76	80	84	–	–	–	–	–	110
	83	88	92	–	–	–	–	–	115
	91	96	100	–	–	–	–	–	120
	102	–	–	–	–	–	–	–	125
	113	–	–	–	–	–	–	–	130
	113	–	–	–	–	–	–	–	135
	119	–	–	–	–	–	–	–	140
	129	–	–	–	–	–	–	–	145
	139	–	–	–	–	–	–	–	150
	149	–	–	–	–	–	–	–	155
	160	–	–	–	–	–	–	–	160

## Reading guide

- Braking table 1 (subdivided into columns 1.1 to 1.4) applies to all route sections except those mentioned in braking table 2.
- Braking table 2 (subdivided into columns 2.1 to 2.4) applies to the route sections Nuth – Haanrade and Heerlen – Schin op Geul.

## Notes

- Applies to all trains with the exception of those mentioned under 2, 3 and 4.
- Applies to freight trains with the brake in position P and a train length, excluding the leading traction units, of > 500 metres and ≤ 600 metres.
- Applies to freight trains with the brake in position P and a train length, excluding the leading traction units, of > 600 metres and ≤ 700 metres.
- Applies to freight trains with the brake in position G, irrespective of train length.



In the application of this braking table, the rules and calculation methods set out in Sections 9 to 22 and Annex 3 of the Rail Traffic Regulations as in force on 31 March 2020 shall apply.<sup>64</sup>

#### *Use of railway vehicles*

The railway undertaking shall check whether a vehicle is licensed, whether the vehicle is registered in the vehicle register, whether the railway vehicle is compatible with the main railway network to be operated on and whether the railway vehicle is correctly integrated in the composition in which it is intended to operate by means of the infrastructure register and the safety management system.<sup>65</sup> 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.

#### *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 FS of wheels, insofar as said railway vehicles are used on route sections provided out with Quo Vadis measurement points (more information about Quo Vadis, see Chapter 7.3.7.1 and Appendix 23 section 30).

### **3.4.2 Requirements with regard to operations and personnel**

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.<sup>66</sup>

#### *Service personnel*

Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees 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. During management and maintenance, the network manager ensures that the existing railway network and facilities, including stabling yards and railway yards, can be used safely.
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 traverses. The network manager will strive to also promptly provide information on the location of walkways, pedestrian routes, escape routes and parking spaces at railway yards via the [ProRail Logistics Portal](#).
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).

<sup>64</sup> See <https://wetten.overheid.nl/BWBR0017707/2019-10-01>

<sup>65</sup> Section 26p Railways Act in conjunction with Section 23 [Railway Vehicles Service Regulations](#) 2020

<sup>66</sup> Section 22(2)(d) and Sections 49 to 54 Railways Act.

### 3.4.3 Exceptional transport

Railway vehicles, including loads, which do not meet the statutory requirements or the limit values for normal traffic as described in Section 4.7 of 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 ILT. If the load of a railway vehicle is located outside the applicable vehicle gauge (OPS)<sup>67</sup>, but within the so-called Red Measuring Area<sup>68</sup> (see Appendix 12), the railway undertaking must report this to ProRail, which may prompt instructions.<sup>69</sup>

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 Section 4.2.4). For a description of the service relating to Extraordinary Transport, see Chapter 5.4.3.1.

### 3.4.4 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 Regulation on the Transport of Dangerous Goods by Rail, which incorporates the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID)<sup>70</sup> into Dutch legislation.

For a number of elements of the railway network qualified as "structure within the sense of the Housing Act<sup>71</sup>" (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 Section 2.4.1.

The handling and stabling of wagons containing dangerous goods is only permitted on railway yards specially equipped for such (see Chapter 2.4.3), under the terms of the environmental permit granted for the yard in question.

The railway undertaking must provide ProRail with all the information required by the network manager before the departure of a train carrying dangerous goods.<sup>72</sup> ProRail shall receive the UN number and the hazard indication number of those dangerous goods, as well as of their position in the train<sup>73</sup>.

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.<sup>74</sup>

#### *Regulations to be agreed upon*

- ProRail wants to lay down in the Access Agreement whether the operational activities of the railway undertakings include the transport of dangerous goods, and if so, include agreements in the Access Agreement on the method:
  - of data relating to that transport (see Chapter 6.2.5 Provision of Load specifications);
  - of provision of loading data and wagon sequence data in trains and on railway yards takes place (see Chapter 6.2.6 Provision of information on sets of wagons or (a group of) opposite freight wagons at railway yards).

<sup>67</sup> See Section 10(2) Rail Traffic Decree in which reference is made to the Railway Vehicles Service Regulations.

<sup>68</sup> 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.

<sup>69</sup> Section 10(3) Rail Traffic Decree.

<sup>70</sup> Annex C to the Convention concerning the international carriage by rail (COTIF).

<sup>71</sup> Section 1 Housing Act.

<sup>72</sup> Section 25 Rail Traffic Decree in relation to Section 4.2.2.7.2 TSI 'Operations and Traffic Control'.

<sup>73</sup> Section 1.4.3.6b RID

<sup>74</sup> Section 1.4.2.2.5. in conjunction with 1.4.3.6b RID

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

### 3.4.5 Test trains and other special trains

The ILT, 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. Questions about realising these test runs can be put to ProRail via the mailaddress [accountmanagement@prorail.nl](mailto:accountmanagement@prorail.nl).

### 3.4.6 Requirements relating to information provision

The railway undertaking shall continually provide ProRail with the information it requires concerning the use of the infrastructure. Examples of such information are:

- 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 main railway network.
- 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 Sections 3.4.1 and Appendix 8).
- Information on activities by the railway undertaking within structures, in the sense of the Environmental Management Act, of the main railway network that are subject to a reporting duty on the part of ProRail.
- ETCS loggings for fault analyses.
- In order to be able to identify the 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 shall make relevant raw data from railway vehicles (e.g. ARR data, JRU data and RTM data) available to ProRail to the extent permitted by the rolling stock contracts. ProRail shall 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.
- For the purpose of the management and development of the railway network in relation to the capacity requirement of the railway undertaking, the railway undertaking shall provide transport data in the form of station relationship matrices (origin - destination) of an average working day, morning peak hour, evening peak hour, average weekend day and year. The railway undertaking shall cooperate if ProRail requests comparable data regarding the Dutch railway network for this purpose from the platform that carries out public transport transactions in the Netherlands (Translink).
- For the purpose of testing transfer risks for passengers in the area of platform safety, via the Platform Safety Risk Model or a further situational analysis, the railway undertaking shall provide information on the number of passengers entering, leaving and transferring (per station and) platform side.
- With a view to the utilisation of railway yards up to ten years into the future, ProRail offers railway undertakings involved in passenger transport the opportunity to indicate their needs using the BODI (Handling and Stabling Data and Information) application, so that ProRail can take these into account when building infrastructure on railway yards. Use of this application is not compulsory, but is advised (see Appendix 8 and Appendix 23, section 33).

*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. ◀

## 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 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. The capacity allocation on railway yards and stabling yards is described in Chapter 7 of the relevant service facilities (Chapter 7.3.5.3).

### 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 3.2.1 can apply for capacity for the 2022 timetable. Applicants for capacity for the 2022 timetable agree to the procedures, regulations and schedules for handling of 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). For the schedule of the timetabling preparation phase, see Chapter 4.5.0.

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 timetable of 7 traffic days of 24 hours each in a standard week. Wherever requests by titleholders and/or the weekly possessions with one another, scheduling and coordination take place. Besides the standard week, the 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.<sup>75</sup> By recurring paths, ProRail means a path that is requested at least eight consecutive weeks at the same time per traffic day

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<sup>75</sup> This is subject to Sections 44, 45 and 46 Railway Capacity Allocation Decree and the schedule set out in Annex VII to Directive 2012/34EU.

(calendar day). Extra trains for events and incidental trains must therefore be requested in the ad hoc phase.

The 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.<sup>76</sup> 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 3.3.3). For the schedule of the timetabling process, see Chapter 4.5.1.

### 3. *Allocation in the ad hoc phase*

The ad hoc phase concerns supplements or changes to the timetable, on the basis of the First-Come-First-Served principle. This means that if several parties apply for the same capacity, the party that made the first request will be allocated the capacity. See Chapter 4.5.3 for the schedule of the ad hoc phase. 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. This category of applications is processed in order of receipt following the adoption of the draft timetable. For the schedule of the late requests, see Chapter 4.5.2.

## 4.2.3 Submitting requests for train paths<sup>77</sup>

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 5.3.1 and Appendix 23, section 6);
- via the Path Coordination System for international capacity requests (PCS, see Appendix 23 section 10). Use of the PCS application is compulsory when requesting Pre-Arranged Paths from the Corridor One-Stop-Shops;
- via the Order Portal (see Chapter 5.3.1 and section 9 of Appendix 23);
- or with an own application via the Common Interface based on TAF/TAP TSI specifications.
- Or in another form to be agreed upon with ProRail.

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

Trains subject to the user charge exemption scheme (due to instructions by ProRail) can only be requested on the basis of a timetable entered in Donna by the applicant or on request via the Order Portal and/or via the Capacity requests and planning and performance information service (in accordance with the TAF/TAP TSI standard).

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), the titleholder is responsible for the coordination of these separate requests with regard to the border time and traffic days.

<sup>76</sup> Section 57(3) Railways Act.


<sup>77</sup> Trains subject to the user charge exemption scheme (due to instructions by ProRail) can only be requested on the basis of a timetable entered in Donna by the applicant or on request via the Order Portal and/or via the Capacity requests and planning and performance information service (in accordance with the TAF/TAP TSI standard).



## 4.2.4 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 [RailNetEurope website](#). To contact the ProRail One-Stop-Shop:

<i>organisation:</i>	ProRail, Capacity Management Capacity Allocation Department	
<i>postal address:</i>	P.O. Box 2038 3500 GA Utrecht	
<i>office address:</i>	Moreelsepark 3 3511 EP Utrecht	
<i>telephone:</i>	+31 (0) 88 231 3456 / 3457	
<i>email:</i>	<a href="mailto:oss@prorail.nl">oss@prorail.nl</a> (standard) <a href="mailto:oss-bv@prorail.nl">oss-bv@prorail.nl</a> (Exceptional Transport)	

## 4.3 Temporary capacity restrictions

A temporary capacity restriction with traffic consequences 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 does not have to be caused by works. ProRail is responsible for directing the resolution of temporary capacity restrictions. For this, refer to Chapter 4.3.4.

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

1. Pattern-based temporary capacity restrictions for cyclical maintenance and inspection purposes.
2. Incidental temporary capacity restrictions 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.

### 4.3.1 General Terms & Conditions

- a) ProRail, together with titleholders, ensures a transparent and efficient process, taking into account the operational and commercial interests of the parties involved.
- 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 must indicate whether they wish to be involved in the process of establishing 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 operating 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 or replacement stabling and handling capacity.



- d) Determining temporary capacity restrictions affecting 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, duration and moment of temporary capacity restrictions in such a way that international rail traffic can be diverted as much as possible. In the context of determining capacity for works as described in Chapter 4.3.3, ProRail may agree on a financial compensation to titleholder(s) in accordance with that stated in Chapter 5.6.6.
- e) The railway undertaking will ensure that railway vehicles stabled on decommissioned tracks are removed before the start of the possession unless otherwise agreed (recorded in the Btd planner).

## 4.3.2 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).

### 4.3.2.1 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 the weekly withdrawals, including agreements on the stabling of rolling stock and cutting of the power supply. The weekly withdrawals are also recorded in Donna. The BTD planner is leading if there are differences between the two systems.

### 4.3.2.2 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. This is included in the Capacity for Management procedure book on the [ProRail Logistics Portal](#). 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.

## 4.3.3 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 the programming of temporary capacity constraints are described in the Corridor Book 2022, which is available on the [ProRail Logistics Portal](#). If, as a result of a temporary capacity restriction, competition exists between a weekly withdrawal and rerouted traffic, 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 titleholder wishes to change the established capacity restriction and this concerns an addition, the ad hoc rules apply (see Chapter 4.3.4 under b). The rights of previously established capacity limitations remain applicable

If the previously made agreement (the capacity restrictions together with time and scope of the project) is renegotiated, the capacity restriction as a whole will be redefined under the ad hoc rules (see Chapter 4.3.4 under 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.

The four different categories of temporary capacity restrictions for traffic are defined in Table 4.1<sup>78</sup>. This table also shows the moment at which temporary capacity restrictions are coordinated with the neighbouring infrastructure managers.

Table 4.1 Categories of capacity restrictions

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

Table 4.2 Publication times capacity restrictions

cate- gorie	capaciteits- beperkingen met	december 2020	april 2021	augustus 2021	december 2021
Z	zeer grote gevolgen voor verkeer	2e publicatie 2022; 1e publicatie 2023	capaciteitsbeslag 2022	niet aan de orde	2e publicatie 2023; 1e publicatie 2024
G	grote gevolgen voor verkeer	2e publicatie 2022; 1e publicatie 2023	capaciteitsbeslag 2022	niet aan de orde	2e publicatie 2023; 1e publicatie 2024
M	middelgrote gevolgen voor verkeer	publicatie 2022	capaciteitsbeslag 2022	niet aan de orde	publicatie 2023
B	beperkte gevolgen voor verkeer	niet aan de orde	niet aan de orde	capaciteitsbeslag 2022	niet aan de orde

<sup>78</sup> As referred to in Annex VII of Directive 2012/35/EU.

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 the temporary capacity restrictions.

#### **4.3.3.1 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

#### **4.3.3.2 Publishing capacity restrictions 12 months in advance**

Twelve months before the start of the new timetable, ProRail publishes the following temporary capacity restrictions for works via the capacity distribution letter:

1. The updated capacity restrictions that have a (very) impact on rail traffic as described in Chapter 4.3.3.1.
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 or the procedure described in Chapter 4.3.3.1.

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

ProRail will consult the titleholders prior to this publication.

#### **4.3.3.3 Publishing incidental withdrawals 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 changes to already determined capacity restrictions or a new 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 relevant 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.

#### 4.3.3.4 Publishing incidental withdrawals 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.

#### 4.3.3.5 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 agreed specifications, 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 2022, see the [ProRail Logistics Portal](#).

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.

### 4.3.4 Ad hoc capacity for work

- a) Ad hoc capacity for works may be required after the publication dates at eight and four months before the start of the timetable. ProRail will determine a capacity restriction if:
- i. Irregularities occur / threaten to occur<sup>79</sup> that endanger or are likely to endanger safe and undisturbed train traffic (or operations on the network)<sup>80</sup>.
  - ii. There are impactful disruptions.
  - iii. Postponement of works is not cost effective or could lead to undesirable damage to the condition of the railway network or its lifespan.
    - 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, capacity rights will be withdrawn and, where appropriate, traffic will be reallocated in order to optimise the execution of works and the 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.
    - Paragraph (iii) is subject to the condition that the time of performance is established in accordance with time periods set out in Chapter 4.3.3.5.

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<sup>79</sup> To be ascertained on the basis of inspections, notifications, disruptions, et cetera.

<sup>80</sup> 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.

- 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. ProRail or the titleholders are permitted:
- To make an addition or change that was not reasonably foreseeable and that will be carried out in the relevant timetable year; the need for this change will be substantiated in writing.
  - ProRail and the titleholders will cooperate in this alteration; determination only takes place with the consent of capacity holders who are affected by this alteration.
  - If there is no consensus, the dispute will be resolved in accordance with the dispute resolution procedure within ten working days of the dispute being submitted.
  - Titleholders who are capacity holders or ProRail may, when giving their consent, only stipulate the condition that the disadvantage they suffer by this alteration is compensated. This compensation is limited to direct operational costs, which will be properly substantiated. The compensation for freight transport operators is standardised and laid down in Chapter 5.6.7.
  - A dispute regarding only the amount of the compensation will not lead to the proposed alteration not taking effect. A dispute about the compensation will be settled in accordance with Appendix 4 of the Network Statement, Complaints and Disputes Procedure.

## 4.4 Application of framework agreements

No framework agreement was applicable for the 2022 timetable at the time of publication of this Network Statement.

## 4.5 Capacity allocation process

### 4.5.0 Schedule of 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 by mid-December 2020. Results and minor optimisations will be processed until 12 April 2021 (closing date for applications for annual service distribution).

### 4.5.1 Schedule for the timetabling process

Prior to the start of the 2022 timetabling process, the specific working method for the 2021 Timetable is explained via the Allocation Table.

Table 4.3 Schedule of the timetabling process, see also the [RailNetEurope website](#)

Activity	Date
<b>Submitting requests</b>	
a. Donna file open for requests	yet to be determined via the Allocation Table
b. closing date for timetable requests for train paths (national and international) and determination of required capacity for weekly withdrawals	12/04/2021
c. Intake requests	from 13 to 23/04/2021
<b>Scheduling and coordination</b>	

d. Start of scheduling and coordination	13/04/2021
e. RNE Technical Meeting	from 13 to 17/06/2021
<b>Consultation on draft timetable</b>	
f. Draft timetable ready for consultation	05/07/2021
g. closing date consultation reactions	06/08/2021
<b>Determining the capacity allocation</b>	
h. determining the capacity allocation	23/08/2021

## 4.5.2 Schedule for late requests

Late requests are in fact a special category of ad hoc requests. These are requests received after the closing date for the annual service distribution but before the final distribution of capacity (23 August 2021).

Late request applications will be processed in order of receipt after 23 August 2021. The processing of these requests must be completed by the closing of the first change sheet (18 October 2021). Requests made from 19 October 2021 onwards are subject to the regular response times set out below in 4.5.3.

## 4.5.3 Schedule for the ad hoc phase

Requests for individual train paths in the ad hoc phase are subject to a maximum response time of five working days<sup>81</sup>. For multiple requests (requests for multiple train paths that are logistically linked), a specific response time is notified within 5 working days.

For ad hoc requests received after the final allocation but before the closing of the first change sheet (18 October 2021), the same applies as for late requests. The processing of these requests must be completed by the closing of the first change sheet (18 October 2021). From 19 October 2021, 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.

## 4.5.4 Further description of the processes

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 the environment (including 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.

<sup>81</sup> In accordance with Section 5(2) Railway Capacity Allocation Decree.



- 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 divides train paths between 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](#) and [local particulars](#) as published on the ProRail Logistics Portal are the starting point for drawing up a timetable. The standards (which are also included in Donna) and particulars apply to all phases of capacity allocation.

ProRail can at own initiative or the request of one of more titleholders apply a lower planning standard, 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.

#### 4.5.4.1 Preparations timetabling purposes

This process runs from July 2020 to March 2021. In addition to the medium-term process (MLT) process, it is possible in this preparatory process to study adjustments to the timetable that arise from practical experience or from the optimisation wishes of transport operators. Furthermore, this process focuses on quality testing, among other things by means of simulations, in which results can also be returned to the MLT process to be included in capacity development issues. 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 rail freight corridors present a programme of pre-arranged paths. For information on requesting train paths, see Chapter 4.2.3.

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 2021, 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 1.7.1) 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:

- [Rail Freight Corridor Rhine – Alpine;](#)
- [Rail Freight Corridor North Sea – Mediterranean;](#)
- [Rail Freight Corridor North - Sea Baltic.](#)

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

#### 4.5.4.2 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 5 July 2021.



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 [RailNetEurope website](#). 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 freight corridor needed during the annual service division and into numbers of freight paths needed specifically for freight and private passenger transport in the ad hoc phase. The capacity resulting from the timetabling process 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 scheduled 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 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.<sup>82</sup> The increase is calculated in accordance with Chapter 5.6.5.1 Capacity surcharge.

The coordination procedures are subject to the process rules below.

- 1 Scheduling and coordination consultation with the authorised parties for the timetabling process takes place at the Allocation Table.
- 2 The identified conflict situation is communicated to all applicants involved.<sup>83</sup>
- 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 need not be 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.

If the applicants involved and/or ProRail are unable to reach agreement, ProRail will determine the allocation in accordance with applicable laws and regulations<sup>84</sup>. 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 Grens 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).
- f. Through trains on the Betuweroute have priority over non-through trains (trains with an intermediate stop or turning trains).

#### 4.5.4.3 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

<sup>82</sup> In accordance with Section 7(1) Railways Capacity Allocation Decree.

<sup>83</sup> If further substantiation/data is requested for the coordination process, these data may be considered as confidential by the applicants concerned.

<sup>84</sup> In accordance with Sections 8 to 13 Railway Capacity Allocation Decree.

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 4.5.3 whether a new request can be fitted in. It may arise that capacity rights that have been allocated to two titleholders prove to be conflicting due to circumstances (e.g. due to changes in the railway infrastructure). In that case the capacity will be reallocated under the management of ProRail, in accordance with the capacity reallocation procedure. The 'Capacity reallocation procedure' is available on the [ProRail Logistics Portal](#).

#### 4.5.4.4 Train numbering

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),
- 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 (see Appendix 23, section 13). This application can be accessed on the [ProRail Logistics Portal](#). 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](mailto:trainnumbers@prorail.nl).

The network manager will within three working days process any interim 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.

#### 4.5.4.5 Support systems

The table below lists the supporting applications and information services that can be used for capacity location or in preparation thereof. The second column of this table gives a brief description of the functionality. The third column of this table contains a reference to the appendix for a detailed explanation.

Within these facilities we make a distinction between facilities made available from the Train Path service (see Chapter 5.3.1) and facilities available as an ICT support service (see Chapter 5.5). There are additional costs associated with ICT ancillary services.

Table 4.4 Support systems

Name	Function	For clarification, see
<i>From train path</i>		
Donna	Planning and recording of train paths for the basic hour pattern, standard week and specific days.	Appendix 23 – 6
Btd planner	Information on capacity for management purposes.	Appendix 23 – 7
Btd planner reports	An excerpt from the information from the Btd planner system.	Appendix 23 – 8
Order Portal	Submit capacity requests for train paths in the Netherlands.	Appendix 23 – 9
PCS (via RailNetEurope)	Submit international capacity requests and offer capacity.	Appendix 23 - 10
LOA Online	Submitting, handling and recording of local orders for shunting routes.	Appendix 23 – 11
RMS Client <sup>85</sup>	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
TNR	Information on the allocation of train numbers to railway undertakings.	Appendix 23 – 13
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 on the basis of the TAF/TAP TSI messages: This service can also provide up-to-date planning and execution information based on the TAF/TAP TSI messages.	Appendix 23 – 20
<i>Ancillary ICT services</i>		
FRISO	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	Appendix 23 - 35

## 4.5.5 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.<sup>86</sup>

An applicant or ProRail has the possibility to initiate dispute resolution during the timetabling coordination phase but no later than 10 working days before the determination of the capacity allocation of the timetable, in case of coordination between two or more conflicting applications, or in case of a conflict over the allocation process. 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 must 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 during the coordination process. 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

<sup>85</sup> Developments are underway within ProRail to replace the RMS Client with Feniks in the course of 2021. As soon as this service is available, you will be informed by means of a supplement to the Network Statement.

<sup>86</sup> See Article 46(6) of Directive 2012/34/EU.

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.

## 4.6 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 railway infrastructure congested.<sup>87</sup> Following a congestion statement, ProRail will perform a capacity analysis<sup>88</sup> within 6 months. Within 6 months of completion of the capacity analysis, ProRail will draw up a capacity-enhancement plan<sup>89</sup> 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.

## 4.7 Exceptional Transport<sup>90</sup>

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 4.5).

Application of the schemes for Exceptional Transport is necessary in the cases below.<sup>91</sup>

- The running of high-speed passenger trains longer than 400m.<sup>92</sup>
- The running of freight trains longer than 740m.<sup>93</sup>
- 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  $\geq 80$  km/h.<sup>94</sup>
- The running of railway vehicles, the vehicle gauge of which exceeds the loading gauge for that route section.<sup>95</sup>
- The running of trains that include vehicles carrying a load that exceeds Loading Class C2.<sup>96</sup>
- 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.<sup>97</sup>
- The running of railway vehicles which under the terms of the UIC regulations (Leaflet 502-1) are qualified as Exceptional Transport.
- The running of trains of which the last railway vehicle is unbraked.

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<sup>87</sup> The congestion statement is available for consultation on the [ProRail website](#). See also Network Statement, Appendix 10, section 3.

<sup>88</sup> This ensues from Section 7(2)(a) Railway Capacity Allocation Decree and can be consulted on the [ProRail website](#).

<sup>89</sup> This ensues from Section 7(2)(c) Railway Capacity Allocation Decree and can be consulted on the [ProRail website](#).

<sup>90</sup> See Network Statement, Chapter 3.4.2 and Chapter 2.3.

<sup>91</sup> See Network Statement, Chapter 3.4.2.

<sup>92</sup> See Network Statement, Chapter 2.3.8.

<sup>93</sup> See Network Statement, Chapter 2.3.8.

<sup>94</sup> See Network Statement, Chapters 2.3.7 and Appendix 16.

<sup>95</sup> See Network Statement Chapter 2.3.4; an exemption by the Minister of Infrastructure and Water Management pursuant to Section 36 Railways Act is required in some cases.

<sup>96</sup> See Network Statement, Chapter 2.3.5.

<sup>97</sup> Section 36(1) Railways Act.



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](mailto: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 operations.
- The railway undertaking must 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 must 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 [ProRail Logistics Portal](#), 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 that 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 [ProRail Logistics Portal](#), 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 a specific 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 applies, making reference to the applicable scheme.

For services relating to Exceptional Transport, see Chapter 5.4.3.1

#### *Regulations to be agreed upon*

- ProRail wishes to include the above schemes about Exceptional Transport in the Access Agreement. ◀

## 4.8 Changes to allocated train paths

### 4.8.1 Changes to allocated train paths by the railway undertaking

Titleholders may submit changes to the capacity already allocated to them. The titleholder can submit a change request in four ways:

- With a TSI path modification message
- Via the Order Portal
- Via RMS Client
- In the Donna application (see Chapter 5.3.1 and Appendix 23, section 6)

These changes to the 2022 timetable are free of charge for the titleholder. See also Chapter 5.6.1.

### 4.8.2 Changes to allocated train paths by the network manager

The infrastructure manager may make changes to capacity already allocated to titleholders. For a more detailed process description, see Chapter 4.3.

### 4.8.3 Unused capacity for 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 (see Article 9, General Terms and Conditions). In the event of force majeure, the railway undertaking must report this to ProRail before the end of the calendar month. ProRail will then assess whether force majeure has occurred.

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.

The non-utilisation of the train path due to causes attributable to ProRail, fluctuations in market conditions, public holidays, unavailability of related rail capacity at terminals, transshipment companies, industrial estates or foreign infrastructure managers, etc., is deemed to be included in the 80% and 50% percentages respectively, which apply as the utilisation limits that, if exceeded, may lead to the withdrawal of capacity by ProRail.

A cancellation charge is also due for train paths that are cancelled and train paths that are not used. The criteria for the cancellation charge are set out in Chapter 5.6.4.



## 4.8.4 Cancellation of train paths

### *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 four ways:

- With a TSI path cancellation message
- Order Portal
- Via RMS–Client
- By removing the train path in the Donna application (see Chapter 5.3.1 and Appendix 23 section 6)

Cancellations due to the application of predefined intervention methods (see Chapter 6.3.2) 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 will withdraw the allocated capacity insofar as the foreign manager involved in that path does not make the connecting capacity available.

A cancellation charge is payable for train paths that are cancelled. The criteria for the cancellation charge are set out in Chapter 5.6.4. Agreements with regard to changing allocated capacity at railway yards and stabling yards are described in Chapter 7, Chapters 7.3.4 and 7.3.5.

## 4.9 Redesign capacity allocation process (TTR)

### 4.9.1 Objectives

RailNetEurope (RNE) and Forum Train Europe (FTE), supported by the European Rail Freight Association (ERFA), are working at European level on a redesign of the capacity allocation process called Time Table Redesign (TTR). The aim of TTR is to increase the competitiveness of rail transport by harmonising and improving the European timetabling system.

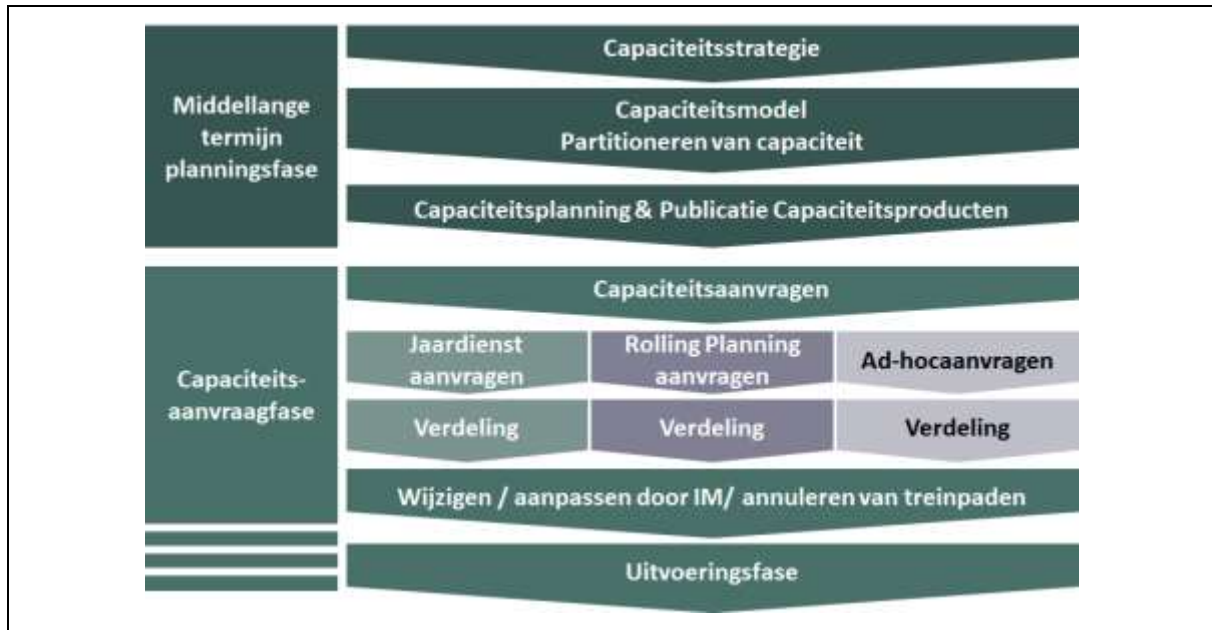
TTR consists of several components, including the improved planning of infrastructure capacity, including temporary capacity restrictions on the railways and the introduction of new capacity allocation processes.

The aim is to better serve all market needs and optimise the use of capacity on existing infrastructure. For passenger traffic in particular, this will result in earlier availability of the final timetable, with the result that passengers will be able to purchase a ticket earlier and with higher reliability. For the majority of freight traffic, TTR leads to more flexibility and better train paths in the ad hoc process so that customer requirements can be better met.

Detailed information on the TTR project is available at <http://ttr.rne.eu> and <http://www.forumtraineurope.eu/services/ttr>. The envisaged planning is to fully implement TTR in the 2025 timetable, provided that TTR is supported by European and national laws and regulations.

## 4.9.2 Process elements

The TTR process consists of the following components:



The main TTR components are explained in more detail below.

- **Capacity strategy (X-60 to X\*-36 months):** The capacity strategy is the network manager's long-term capacity planning for a given line, part of the network or the whole network. The main objective of the capacity strategy is to provide early information on the available capacity on the network and the expected capacity requirement. The capacity strategy enables the network manager to share this expected capacity requirement and available capacity with neighbouring network managers and titleholders.
- **Capacity model (X\*-30 to X\*-18 months) with a breakdown by type of capacity:** The capacity model contains a detailed estimate of the expected capacity requirement and is subdivided into capacity for timetable requests, Rolling Planning requests, temporary capacity restrictions and (in some situations) residual capacity. Titleholders have the possibility to provide input on the capacity model by announcing their future capacity requirements and can react to the proposed allocation of capacity. The announcement of the capacity requirement and the capacity model are described in Chapters 4.9.3.1 and 4.9.3.2
- **International coordination of temporary capacity restrictions:** Temporary capacity restrictions may be necessary for maintenance, renewal or realisation of infrastructure. Temporary capacity restrictions are subdivided according to their impact on capacity in the categories very large, large, medium and limited. These temporary capacity restrictions are necessary to keep the infrastructure in a good condition and to further expand the infrastructure in accordance with market needs (see Chapter 4.3 for further information).

- Capacity requests for the timetable: capacity foreseen for timetable requests or which can be used for late requests when capacity has not been used for timetable requests.
- Capacity requests for Rolling Planning: capacity reserved in bandwidths for a given time window or in the form of system paths that can be requested taking specific request deadlines into account.
- Capacity for ad hoc requests: residual capacity for capacity requests made in the ad hoc phase.

*\*X refers to the start date of the 2025 timetable.*

### 4.9.3 Implementation

ProRail participates in the TTR implementation and follows the joint timeline of the European network managers for implementation at national level as shown in the diagram below. The TTR approach, in particular the new process components, will be tested in pilots with the aim of evaluating the process and contributing improvements to the TTR process prior to national implementation. (see Chapter 4.9.4 for further information). As a first step in the national implementation, ProRail is working on extending the capacity model during the 2021 and 2022 timetables.



#### 4.9.3.1 Announcement of capacity requirements

Applicants may announce their capacity requirements to ProRail between X\*-30 and X\*18 months before the start of the 2025 timetable. The form in which this can be done has not yet been determined.

The announcement of a capacity requirement is considered a non-binding indication of an applicant's expected future capacity requirement.

In the situation that ProRail finds that this capacity requirement overlaps with that of other applicants ProRail will contact these applicants in order to identify possible solutions. ProRail will use this capacity requirement as input for drawing up the capacity model (see Chapter 4.9.3.2). Under no circumstances can ProRail guarantee that all announced capacity requirements will be included in the final capacity model. In addition, the announcement of a capacity requirement has no influence whatsoever on the prioritisation in the capacity allocation process.

*\*X refers to the start date of the 2025 timetable.*

#### 4.9.3.2 Capacity model

The capacity model is based on ProRail's capacity strategy (see Chapter 4.9.2), market needs (e.g. extension of timetables and other lines) and temporary capacity restrictions (see Chapter 4.9.2) and serves as the basis for all capacity requests for train paths. In the capacity model, capacity is allocated to the different segments on the basis of commercial and technical needs (partitioning of capacity):

- Capacity for temporary capacity restrictions;
- Capacity requests in the Annual Timetable (see Chapter 4.9.2);
- Capacity reserved for requests in the Rolling Planning process (see Chapter 4.9.2);
- Capacity not allocated to a segment (residual capacity).

## 4.9.4 TTR Pilot Project

TTR is tested in pilots to try out the innovative parts of the TTR process. The pilots, which are being carried out across Europe, have in part been in operation since the 2020 timetable. The aim is to check whether the new processes meet expectations and to make adjustments before they are implemented across Europe and to implement improvements in the sector at an early stage.

In particular, the pilots will test the application of the capacity model and the benefits to the market of capacity requests in the Rolling Planning process. Five pilots have started on various Rail Freight Corridors:

- Mannheim – Miranda de Ebro (on RFC Atlantic)
- Paris - Antwerp – Rotterdam – Amsterdam
- Munich – Verona (on RFC ScanMed)
- Mannheim – North Italy (on RFC RhineAlpine)
- Břeclav – Tarvisio-B./Jesenice/Spielfeld (on RFC Baltic-Adriatic)

ProRail is involved in the pilot Paris-Antwerp-Rotterdam-Amsterdam. More information about this pilot can be found on the [ProRail Logistics Portal](#) in the 'Memo TvV pilot TTR in 2022 timetable'. More information can also be found here about the capacity reserved as Rolling Planning requests on this line.

To ensure sufficient time for drawing up a good quality capacity offer, capacity requests for Rolling Planning can be submitted at the earliest 4 months before the first traffic day of the operation and at the latest 1 month before the first traffic day of the operation. Capacity requests must, 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 draft offer as soon as possible or at the latest within 4 weeks.

## 5 Services and charges

### 5.1 Introduction

This chapter deals with the services provided by ProRail for use of the railway infrastructure and supplementary facilities<sup>98</sup> 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 5.3)
- Access to and use of facilities and provision of services (service package 2, Chapter 7)
- supplementary services (service package 3, Chapter 5.4)
- ancillary services (service package 4, Chapter 5.5)

All services stated in this chapter that are offered by ProRail are governed by the General Terms & Conditions (see Appendix 5). 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 to realise and use infrastructural facilities at railway yards and in transfer areas for their 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.
- *Connection to process water pipes and sewers*

<sup>98</sup> In accordance with Section 67 Railways Act. Facilities of an infrastructural nature within the scope of the definition of railway infrastructure according to Section 1 Railways Act shall not be counted as supplementary facilities.

The connection of a facility to utilities shall be at the expense of the railway undertaking. ProRail does not offer connections for water and/or sewerage. ProRail may have a facilitating role in obtaining a connection for a railway undertaking. ProRail will only facilitate a connection to ProRail's network under certain conditions if it is demonstrably impossible to make an own connection. If, during the modification or replacement of a water or sewerage installation on a railway yard, it is found that there is a connection to a facility owned by a railway undertaking and this connection is owned by ProRail, the installation and the facility will be unbundled. ProRail will inform the railway undertaking of this in good time and, if so desired, play a facilitating role in the transition to its own connection to the water and sewerage network. In all situations the costs and management are borne by the railway undertaking. It concerns a connection to the process water network at all times. Ownership of the connection to the ProRail network remains with ProRail. The conditions under which ProRail facilitates are agreed per specific client request.

## 5.2 Charging principles

### *User charge*

The term 'user charge' is a collective term for the various charges paid by railway undertakings to ProRail for 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)<sup>99</sup>, possibly supplemented by a charge as referred to in Sections 62(2) and 6(a)<sup>100</sup> and b<sup>101</sup> Railways Act;
2. the charge for the (access to) service facilities and services provided in those facilities (category 2 services)<sup>102</sup> to the extent that they are offered by ProRail;
3. the charge for supplementary services (category 3 services)<sup>103</sup> insofar as they are offered by ProRail;
4. the charge for ancillary services (category 4 services)<sup>104</sup> insofar as they are offered by ProRail;
5. levies, discounts, addition or deduction as referred to in Section 62(6)(c), (d)<sup>105</sup>, (f) and (g) Railways Act.

The tariffs for the various components of the user charge are included in this chapter, with the exception of the charges for the (access to) service facilities and services provided in those facilities (Category 2 services), which are included in Chapter 7.

### *Charging principles*

#### *Regulations to be agreed upon*

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

<sup>99</sup> See Annex II, point 1 of the Directive.

<sup>100</sup> See Section 7 Railway Capacity Allocation Decree.

<sup>101</sup> See Implementing Regulation 2015/429 laying down the modalities for levying charges for the costs of noise pollution and Article 11b, Decision Implementing Directive 2012/34/EU.

<sup>102</sup> See Annex II, point 2 of the Directive.

<sup>103</sup> See Annex II, point 3 of the Directive.

<sup>104</sup> See Annex II, point 4 of the Directive.

<sup>105</sup> See HSL Decree levy.



## *Charging framework*

The statutory charging framework, as referred to in Directive 2012/34/EU, Article 29(1), comprises<sup>106</sup>:

- a. Section 62, Railways Act.
- b. Implementation Directive 2012/34/EU on establishing a single European railway area

The text of the above provisions can be consulted in Table 1.1. in Chapter 1.3.1.

## *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 [ProRail website](#).

On the [ProRail Logistics Portal](#), 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 2022.

## *Cost allocation and tariff calculation Category 4 services (ancillary services)*

For the allocation of the costs for the Category 4 ancillary 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 July 2020. This document is available on the [ProRail website](#).

## *Extra levy*

ProRail, on the instructions of the Minister of Infrastructure and Water Management, imposes an additional levy on railway undertakings. By means of the extra levy, an additional part of the costs for management, maintenance and replacement (MMR) of the track is charged to railway undertakings pursuant to Section 62(6)(c) Railways Act.

The total amount of the extra levy is determined by the Minister.<sup>107</sup> 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 [ProRail website](#).

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 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 2022 timetable. ◀

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 Chapters 5.3, 5.4 and 5.5.

The charges included in Chapters 5.3, 5.4 and 5.5 are stated exclusive of VAT. The tariffs are, unless stated otherwise, indexed to price level 2022 according to the price development of the consumer

<sup>106</sup> 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).

<sup>107</sup> Article 11(e) Implementation Directive 2012/34/EU on establishing a single European railway area.



price index (CPI) as stated in the central economic plan of the CPB (Netherlands Bureau for Economic Policy Analysis). For a more detailed explanation, see Chapter 5.8.2.1. For the period 12 December 2021 to 31 December 2021, the charges in the Network Statement 2021 in force on 11 December 2021 apply.

## 5.3 Minimum access package and charges<sup>108</sup>

The minimum access package covers all services to reserve and use capacity for rail traffic on the main railway network and other railway networks managed by ProRail. The basic access package comprises the following services:

1. Train path
2. Tractive power supply
3. Extra levy

### 5.3.1 Train path

Train path				
1. General information				
1.1	Service	Train path falling under Category 1 of Annex II to Directive 2012/34/EU.		
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	<p>The use of train paths according to the right to train paths acquired through the capacity allocation process. This includes the following elements:</p> <p><i>Capacity allocation</i></p> <p>a. For the processing of requests, returns and changes to infrastructure capacity<sup>109</sup>, the applications Donna, Btd planner, Btd planner reports, Order Portal, BUTA<sup>110</sup>, LOA Online, PCS (via RailNetEurope), RMS Client, TNR and the possibility to submit capacity requests via the publication Capacity requests and plan and execution information (according to TAF/TAP TSI standard) are made available, as described in Appendix 23.</p> <p>Depending on the number of train paths budgeted, the titleholder is provided with a number of subscriptions<sup>111</sup> to the Order Portal application in accordance with the table below.</p> <table><tr><th>Budgeted traffic volume per year (train kilometres)</th><th>Number of subscriptions to the Order Portal</th></tr></table>	Budgeted traffic volume per year (train kilometres)	Number of subscriptions to the Order Portal
Budgeted traffic volume per year (train kilometres)	Number of subscriptions to the Order Portal			

<sup>108</sup> See section 1 of Annex II to Directive 2012/34/EU.

<sup>109</sup> Trains subject to the user charge exemption scheme (due to instructions by ProRail) can only be requested on the basis of a timetable entered in Donna by the applicant or on request via the Order Portal and/or via the Capacity requests and planning & performance information service (according to TAF/TAP TSI standard).

<sup>110</sup> ISVL-Buta will be temporarily replaced by the emergency application Mendix-Buta in the course of 2022 and definitively by the application BUTA in the course of 2023.

<sup>111</sup> The number of subscriptions made available at no extra cost (graduated scale) for the use of the Order Portal application is based on the use of personal accounts. Because ISVL will still be provided as a service in 2022, no additional costs will be charged for the use of the Order Portal, but the costs of ISVL will be charged according to the price level (plus CPI indexation), the numbers and the graduated scale of 2021. ISVL is scheduled to be fully replaced in Q4 2022. When the replacement is completed, ProRail will start charging extra costs for the Order Portal. According to the current planning, this will be the case in 2023.

Train path																														
		<table><tr><td>from 50 million</td><td>150</td></tr><tr><td>from 5.0 million</td><td>50</td></tr><tr><td>between 2.5 and 5.0 million</td><td>25</td></tr><tr><td>between 1.0 and 2.5 million</td><td>15</td></tr><tr><td>to 1.0 million</td><td>8</td></tr></table> <p>b. The reserving of capacity according to the agreed capacity allocation.</p> <p>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 4 in Appendix 23) and the information on 'Temporary Speed Restrictions' (see section 5 in Appendix 23).</p> <p><i>Use of the main railway network</i></p> <p>d. The use of the tracks on route sections and stations for train movements.</p> <p>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.</p> <p>f. The stationary use of platform tracks insofar as necessary for the (dis)embarking of passengers.</p> <p>g. Registering the loading of freight wagons in a train via the facility WLIS, see section 16 in Appendix 23.</p> <p><i>Traffic control</i></p> <p>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 14 of Appendix 23.</p> <p><i>Information on the current train service</i></p> <p>i. The provision of information to the railway undertaking about train service handling via the SpoorWeb application (see section 17 of Appendix 23).</p> <p>j. The provision of information to the railway undertaking about current train movements via the VIEW type 1 application (see section 18 of Appendix 23).<sup>112</sup></p> <p>k. The provision of planning and performance information on the basis of the TSI TAF/TAP messages (see section 20 of Appendix 23).</p> <p>Depending on the number of train paths budgeted, the titleholder is provided with a number of subscriptions to the View type 1 (internet) and Spoorweb applications according to the table below.</p> <table><tr><th>Budgeted traffic volume per year (train kilometres)</th><th>Number of subscriptions to VIEW</th><th>Number of subscriptions to SpoorWeb</th></tr><tr><td>more than 50 million</td><td>10</td><td>80</td></tr><tr><td>between 5.0 and 50 million</td><td>10</td><td>40</td></tr><tr><td>between 2.5 and 5.0 million</td><td>5</td><td>20</td></tr><tr><td>between 1.0 and 2.5 million</td><td>2</td><td>8</td></tr><tr><td>to 1.0 million</td><td>1</td><td>4</td></tr></table> <p><i>Information on the performed train service</i></p> <p>l. The provision of information: standard traffic performance report, standard monitoring report and standard provision of information on traffic performance (see section 26 of Appendix 23).</p>	from 50 million	150	from 5.0 million	50	between 2.5 and 5.0 million	25	between 1.0 and 2.5 million	15	to 1.0 million	8	Budgeted traffic volume per year (train kilometres)	Number of subscriptions to VIEW	Number of subscriptions to SpoorWeb	more than 50 million	10	80	between 5.0 and 50 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
from 50 million	150																													
from 5.0 million	50																													
between 2.5 and 5.0 million	25																													
between 1.0 and 2.5 million	15																													
to 1.0 million	8																													
Budgeted traffic volume per year (train kilometres)	Number of subscriptions to VIEW	Number of subscriptions to SpoorWeb																												
more than 50 million	10	80																												
between 5.0 and 50 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																												

<sup>112</sup> VIEW type 1 is both a Category 1 service (for train path, within the graduated scale) and a Category 4 service (outside the graduated scale).

Train path																		
		<p>m. The possibility of accepting or rejecting the causes of train deviations assigned to railway undertakings via the Approval Monitoring application (see section 29 of Appendix 23).</p> <p>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.</p> <p><i>Disaster handling</i></p> <p>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, as well as coordination with the competent authorities and the emergency services. Not included are the external out-of-pocket costs incurred by the Incident Response Department as part of their response, such as hiring equipment and/or (facilities for) staff. These costs are charged to the party that caused the response or to the party to whom the response can be attributed.</p>																
3. Description of the facility																		
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 2 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 related to the user charge	The tariff per train kilometre depends on the weight class of the train and is:																
		<table><tr><th>Weight category of the train</th><th>Charge (per train kilometre)</th></tr><tr><td>up to 120 tons</td><td>€ 0.8149</td></tr><tr><td>from 121 to 160 tons</td><td>€ 1.0187</td></tr><tr><td>from 161 to 320 tons</td><td>€ 1.2958</td></tr><tr><td>from 321 to 600 tons</td><td>€ 1.8010</td></tr><tr><td>from 601 to 1,600 tons</td><td>€ 2.8930</td></tr><tr><td>from 1,601 to 3,000 tons</td><td>€ 3.4798</td></tr><tr><td>from 3,001 tons</td><td>€ 3.7732</td></tr></table>	Weight category of the train	Charge (per train kilometre)	up to 120 tons	€ 0.8149	from 121 to 160 tons	€ 1.0187	from 161 to 320 tons	€ 1.2958	from 321 to 600 tons	€ 1.8010	from 601 to 1,600 tons	€ 2.8930	from 1,601 to 3,000 tons	€ 3.4798	from 3,001 tons	€ 3.7732
		Weight category of the train	Charge (per train kilometre)															
		up to 120 tons	€ 0.8149															
		from 121 to 160 tons	€ 1.0187															
		from 161 to 320 tons	€ 1.2958															
		from 321 to 600 tons	€ 1.8010															
		from 601 to 1,600 tons	€ 2.8930															
		from 1,601 to 3,000 tons	€ 3.4798															
		from 3,001 tons	€ 3.7732															
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.																		
<i>Regulations to be agreed upon</i>																		
► ProRail wants to include a table in the Access Agreement stating standard train weight per running characteristic. ◀																		
A separate charge is due for more subscriptions for the applications Order Portal, SpoorWeb, VIEW type 1 (Internet) and Approval Monitoring than stated under 2.1 (see a, i, j and m). See Chapter 5.5.2. ProRail will on exceedance of the number of allocated subscriptions contact the railway undertaking before providing further access to the application.																		

Train path		
4.2	Information relating to discount on the user charge	<p><i>Zero rate exemption scheme relating to management</i> For the use of capacity in connection with the performance of instructions given by ProRail in respect of railway infrastructure management, a charge of nil shall be set for the Train Path service. 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.</p> <p><i>Exemption scheme Enschede – Enschede Grens</i> 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.</p>
5. User conditions		
5.1	Legal requirements	<p>Special schemes apply to exceptional transport. For this, see Chapter 4.7 and Chapter 5.4.3.</p> <p>Railway undertakings are notified that the text on access control facilities in Chapter 7.3.2.2.1 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.</p> <p>To titleholders that are not qualified as railway undertakings, ProRail only offers items a (with the exception of the Order Portal and LOA-Online applications and the possibility to submit capacity requests via the Capacity requests and planning and performance information service (in accordance with the TAF/TAP TSI standard)), b and c (only the RailMaps application) of the part of this service indicated under 'description'</p> <p>Also applicable are the terms of delivery stated in the tables and appendices as referred to in the description of the service.</p>
5.2	Technical requirements made of rolling stock	See Chapter 3.2 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.

## 5.3.2 Tractive power supply

Tractive power supply		
1. General information		
1.1	Service	Tractive power supply falling under Category 1 of Annex II to Directive 2012/34/EU.
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	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.
3. Description of the facility		
3.1	Locations	On the electrified tracks that are part of the main railway network, see Appendix 17 of the Network Statement.
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.

Tractive power supply				
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 related to the user charge	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 charge per kilowatt hour for the use of the tractive power supply is shown below.		
		<table><tr><th>Charge (per kilowatt hour)</th></tr><tr><td>€ 0.024988</td></tr></table>	Charge (per kilowatt hour)	€ 0.024988
		Charge (per kilowatt hour)		
€ 0.024988				
The charge for the transport of electric tractive power invoiced by network operators to ProRail is included in this tariff. Further information is available in Chapter 5.4.1.1 of this Network Statement.  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).				
4.2	Information relating to discount on the user charge	<i>Zero rate exemption scheme relating to management</i> For the use of capacity in connection with the performance of instructions given by ProRail in respect of railway infrastructure management, a charge of nil shall be set for the tractive power supply service. 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.		
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.		

### 5.3.3 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 5.1 Extra levy tariff

Weight category of the train	Charge (per train kilometre)		
	Passenger transport services in the context of a public service contract	Other passenger services	Freight services

up to 120 tons	€ 0.1572	€ 0.0841	€ 0.0943
from 121 to 160 tons	€ 0.1965	€ 0.1052	€ 0.1178
from 161 to 320 tons	€ 0.2499	€ 0.1338	€ 0.1499
from 321 to 600 tons	€ 0.3474	€ 0.1859	€ 0.2083
from 601 to 1,600 tons	€ 0.5580	€ 0.2987	€ 0.3347
from 1,601 to 3,000 tons	€ 0.6712	€ 0.3592	€ 0.4026
from 3,001 tons	€ 0.7278	€ 0.3895	€ 0.4365

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 transport services within the framework of a public service contract concern public passenger transport on the basis of a concession.<sup>113</sup> 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.

## 5.4 Additional services and charges<sup>114</sup>

ProRail offers the following additional services within service package 3:

1. Traction energy, distinguished in:
  - a. Transport of electric tractive power
  - b. Supply of electric tractive power
2. Energy settlement application (EVA)
3. Exceptional transport and emergency services, distinguished in:
  - a. Facilitating Exceptional Transport
  - b. Towing services
4. Services for railway vehicles:
 

The use of train preheating is described in Chapter 7.3.5.2.4. ProRail does not offer any other services for rail vehicles in package 3.

### 5.4.1 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	Service provider	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.

<sup>113</sup> As referred to in Section 20(1) in conjunction with (4) Passenger Transport Act 2000.

<sup>114</sup> See section 1 of Annex II to Directive 2012/34/EU



Transport of electric tractive power		
3. Description of the facility		
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 related to the user charge	The transport costs of tractive power charged to ProRail by grid managers are included in the charge for the minimum access package for the tractive power supply service.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	Use of the overhead line infrastructure is included in the basic access package.
5.2	Technical requirements made of rolling stock	See Chapter 2.3.9 of the Network Statement.
5.3	Independent use	N/A
5.4	IT systems	N/A
6. Capacity request		
6.1	Access request	The use of electric tractive power is linked to the capacity allocation. The process for requesting access is described in Chapter 4.5 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 <a href="#">website of VIVENS</a> . CIEBR, for the supply of electric tractive power for the Betuweroute, for further information see the <a href="#">website of CIEBR</a> .
2. Description of the facility		
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. <ul style="list-style-type: none"> <li>VIVENS for the supply of electric tractive power to the Combined Network</li> <li>CIEBR for the supply of electric tractive power to the Betuweroute and the Zevenaar – Zevenaar Grens route section.</li> </ul> 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 Energy Settlement Application (EVA)

EVA				
1. General information				
1.1	Service	Energy Settlement Application (EVA)		
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	<p>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.</p> <p>The activities and systems of ERESS, VIVENS and CIEBR do not belong to this EVA service.</p>		
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 related to the user charge	<p>The charge for the EVA service is calculated on the basis of the number of kilowatt hours supplied via the traction and energy supply. The tariff per kilowatt hour for the EVA service is:</p> <table><tr><td>Charge (per kilowatt hour)</td></tr><tr><td>€ 0.000660</td></tr></table>	Charge (per kilowatt hour)	€ 0.000660
Charge (per kilowatt hour)				
€ 0.000660				
4.2	Information relating to discount on the user charge	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		
6. Capacity request				
6.1	Access request	N/A		
6.2	Handling time	N/A		
6.3	Information on capacity availability and temporary capacity restrictions	N/A		

## 5.4.3 Exceptional Transport and emergency 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, Directive 2012/34/EU.
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	Standard and customised schemes for Exceptional Transport, see Chapters 3.4.2 and 4.7 of the Network Statement.
3. Description of the facility		
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 Chapter 4.7 Exceptional Transport.
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information related to the user charge	No specific charges apply to the 'Facilitating Exceptional Transport' service, 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.  See Chapter 4.7 Exceptional Transport.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.2	Technical requirements made of rolling stock	See Chapter 4.7 Exceptional Transport.
5.3	Independent use	N/A
5.4	IT systems	N/A
6. Capacity request		
6.	Request	Request via the One-Stop-Shop, <a href="mailto:oss-bv@prorail.nl">oss-bv@prorail.nl</a>

### 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 5.3.1.
1.2	Provider	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. The current provider is DB Cargo.
2. Function		

Towing services		
1. General information		
2.1	Description	<p>The delivery by a railway undertaking of towing services:</p> <ul style="list-style-type: none"> <li>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.</li> <li>The towing of railway vehicles that owing to wrongful use of capacity restrict the operations of the authorised capacity holder.</li> </ul> <p>For more information, see the incident and emergency site of the OCCR <a href="#">ICdoc</a>.</p>
3. Description of the facility		
3.1	Where is the service provided	Throughout the network (both the main railway network and the locally controlled areas)
3.2	Terms of delivery	<p>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 &amp; 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 (see also Chapters 6.3.4 and 7.3.9). For towing runs as referred to above, the user charge for the Train Path service is nil (runs for maintaining the infrastructure).</p>

## 5.5 Ancillary services and charges<sup>115</sup>

ProRail distinguishes the following ancillary services within service package 4:

1. Access to the telecommunications network
2. Provision of supplementary information
3. Inspection of railway vehicles
4. Special maintenance services and facilities

### 5.5.1 Access to the telecommunications network

With regard to access to the telecommunications network, the GSM-R Walkie-Talkies service is offered in addition to the GSM-R Voice Safety (see section 14 of Appendix 23 ) service, which is part of the minimum access package. Voor de details, see section 15 of Appendix 23. For the possible applications of the GSM-R Walkie-Talkies service, contact [informatiediensten@prorail.nl](mailto:informatiediensten@prorail.nl).

A charge is levied for the GSM-R Walkie-Talkies auxiliary service. The charge is shown in the third column of the table. The fourth column of this table contains a reference to the appendix for a detailed explanation.

Table 5.2 Auxiliary services for access to the telecommunications network, including charge.

Name	Function	Charge	For clarification, see
Type			

<sup>115</sup> See section 1 of Annex II to Directive 2012/34/EU

Name	Function	Charge	For clarification, see
GSM-R Walkie-Talkies	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.	On request (customised)	Appendix 23 – 15

The service is offered exclusively to railway undertakings.

## 5.5.2 Provision of supplementary information

The table below lists the ICT auxiliary services that are offered in the areas of preparation, scheduling planning, execution of schedules and performance analysis. The extra purchase of ICT services that are part of the Train Path service (see Chapter 5.3.1) for which a graduated scale is used for the purchase of extra subscriptions or applications are also offered as an auxiliary service.

Charges are levied for a number of the auxiliary services for the "provision of additional information". The charges are shown in the third column of Table 5.3. The fourth column of this table provides a reference for a detailed explanation.

Table 5.3 Auxiliary services for the provisions of supplementary information, including charge.

Name	Function	Charge	For clarification, see
<i>Preparation</i>			
Provision of customised railway infrastructure data via Infra-Atlas	Customised data on the functionality of the railway infrastructure using Infra-Atlas data.	On request (customised)	Appendix 23 – 2
Provision of GeoData	Provision of GPS/RD data on: <ul style="list-style-type: none"> <li>• Centre of the track</li> <li>• Coupling point</li> <li>• Stations</li> <li>• Timetable points</li> </ul>	No charge applicable	Appendix 23 – 3
FRISO	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	€ 4,222 <sup>(116)</sup>	Appendix 23 - 35
NEO Simulation	Simulation for testing innovations for better train running.	On request (customisation)	Appendix 23 - 37
Order Portal	Submit requests for capacity for train paths in the Netherlands.	€ 652.07 Per Account above applied graduated scale	Appendix 23 - 9
<i>Type</i>			

<sup>116</sup> For FRISO, in addition to a charge, licence fees for the use of Codemeter apply. See Appendix 23, section 35 for details.

Name	Function	Charge	For clarification, see
SpoorWeb	Communication in case of disasters.	€ 3,282.24 Per Account above applied graduated scale	Appendix 23 – 17
VIEW - type 1 (Internet) <sup>117</sup> and - type 2 (“OCCR”)	Information on current train movements at an OCCR workplace.	€ 1,226.32 Per Account above applied graduated scale	Appendix 23 – 18
Planning and performance information (NL)	Provision of real-time traffic plan data, related changes to the train service and performance information.	€ 2,595.58 <sup>(118)</sup> Per connection	Appendix 23 - 19
MeekijkVOS	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	€ 1,008.09 Per Account	Appendix 23 - 21
TIS	Real-time information on international passenger train and national and international freight train movements.	Via RailNetEurope	Appendix 23 - 22
RouteLint	Information for the driver on the current traffic situation on his route.	€ 0.00329 Per forecast train kilometre	Appendix 23 - 23
ORBIT	Gives the driver a warning when approaching a red signal at too high a speed.	€ 0.00536 <sup>(119)</sup> Per forecast train kilometre	Appendix 23 - 24
MTPS	The provision of real-time information on train positions on the basis of train detection systems.	No charge applicable	Appendix 23 - 25
Customised incident-related data	Provision of customised incident-related data. - Current Standard Obstruction Measures - Undesired events	On request (customisation)	Appendix 23 - 32
Punctuality map	The punctuality map gives real-time graphical information on the punctuality of passenger train services.	No charge applicable	Appendix 23 - 36
<i>Performance analysis</i>			
Customised train service reports	Customised report, data supply and analysis of the train service performance.	On request (customisation)	Appendix 23 - 27
TOON	Information on historic train movements.	€ 556.10 Per Account	Appendix 23 - 28

<sup>117</sup> VIEW type 1 is both a Category 1 service (for train path, within the graduated scale) and a Category 4 service (outside the graduated scale).

<sup>118</sup> This concerns the charge for the use, the implementation concerns customisation for which a price proposal is made on request.

<sup>119</sup> This concerns the charge for the use, the implementation concerns customisation for which a price proposal is made on request.



Name	Function	Charge	For clarification, see
Approval Monitoring	Possibility to accept or reject the causes of train deviations registered by ProRail.	€ 970.24 Per Account above applied graduated scale	Appendix 23 - 29
Quo Vadis and Hotbox	Measurement data on, for example, axle loads and wheel temperatures of passing rail vehicles	On request (customisation)	Appendix 23 - 30
Sherlock	Support in the analysing of train performances	On request (customisation)	Appendix 23 - 31

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

The charge due is calculated on an annual basis, unless otherwise agreed. When concluding the Access Agreement, it will be determined which ICT and information services will be purchased and which associated costs will be charged for use.

### 5.5.3 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 ILT](#).

### 5.5.4 Special maintenance services and facilities<sup>120</sup>

Special maintenance facilities are available at overhaul and maintenance firms. ProRail. An overview of the operators of rail-related services and facilities known to ProRail can be found on the ProRail website.

## 5.6 Financial penalties, incentives and compensation

### 5.6.1 Penalties for changing train paths by titleholders

No charges or additions are applicable to train paths changed by titleholders.

### 5.6.2 Penalties for changes to train paths by the network manager

No charges or additions are applicable to train paths changed by the network manager.

### 5.6.3 Penalties for not using train paths

No charges or surcharges apply to the non-use of train paths by titleholders.

### 5.6.4 Penalties for cancellation of train paths

No charges or surcharges apply to the cancellation of train paths by titleholders.

<sup>120</sup> Maintenance facilities intended for high-speed trains or other types of rolling stock requiring specific facilities and associated major maintenance services.

## 5.6.5 Incentives and discounts

### 5.6.5.1 Capacity surcharge

By applying the capacity surcharge, ProRail and the titleholders concerned can reach agreement on competing requests 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 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.
- Each train path that was part of the competing timetable request and that uses the railway infrastructure concerned during the period of congestion is subject to a surcharge of € 100.

### 5.6.5.2 Discount for framework agreements

ProRail does not offer framework agreements.

### 5.6.5.3 ERTMS discount

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

## 5.6.6 Compensation for scheduled temporary capacity restrictions

In the context of determining capacity for works as described in Chapter 4.3.3, ProRail may agree on financial compensation to titleholder(s) other than user charges. Under the 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.

### 5.6.6.1 Newbuild works

- a. In case of newbuild works, the out-of-pocket costs of replacement transport made by the Railway undertaking are compensated only on the basis of quotes agreed in advance by ProRail.
- 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 other route sections, the resulting extra additional out-of-pocket costs of the titleholder, properly specified and substantiated, will be borne by ProRail.

### 5.6.6.2 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. 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 then applies to the cancelled train kilometres of the trains during those working days.

- ii. 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 train traffic is not affected.
  - iii. The compensation tariff is calculated by means 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 depends on the category to which the affected route section is allocated and amounts to:
    - For Category 1 route sections: € 13,-- per cancelled train km according to the timetable.
    - For Category 2 route sections: € 7,-- per cancelled train km according to the timetable.
    - The route sections are shown in Chapter 5.6.6.4.
- b. Freight transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) on freight corridors (see Chapter 5.6.6.5) 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 00.00 hours to Monday 06.00 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 compensation tariff is calculated on the basis of an amount for each freight train affected by the possession. For a definition of an 'affected train' see Chapter 5.6.6.5;
  - iv. The compensation tariff per freight train is determined in accordance with the provisions under 'compensation tariff' in Chapter 5.6.6.5.
- 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 € 16 per extra train kilometre between the detour according to the Corridor Book and the initially requested route.

If, in ProRail's exclusive opinion, strict application of this compensation scheme would lead to a situation that would clearly be considered unreasonable, it is possible to deviate from the above.

### 5.6.6.3 Combination 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. The calculation is weighted according to the duration of the work and, if applicable, the transport flows affected, with the nature of the work determining the final payment per transport flow. This applies to both passenger and freight train operators. 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.

### 5.6.6.4 Regulations for passenger transport trains

For the application of the compensation scheme for passenger trains, the route sections have been divided into two categories:

#### *Category 1:*

- 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: all other route sections, which are not allocated to Category 1.

## 5.6.6.5 Regulations for freight transport

The definition and charges below apply supplementary to the compensation scheme for freight trains as described in Chapter 5.6.6.2, Section b.

### *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 Table 5.5 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 detour routes cannot be used.

Table 5.5 Compensation charge for freight trains

Route section	Compensation charge
Amersfoort – Deventer	€ 610
Amersfoort - Zwolle	€ 370
Amersfoort – Duivendrecht Aansluiting	€ 850
Amersfoort – Utrecht	€ 610
Almelo – Mariënberg	€ 130
Alphen a/d Rijn – Gouda	€ 370
Amsterdam Centraal – Breukelen	€ 610
Breda – Roosendaal	€ 610
Breda – Tilburg	€ 610
Breukelen – Utrecht	€ 130
Boxtel – Eindhoven	€ 850
Boxtel – Vught Aansluiting	€ 370
Beverwijk – Haarlem	€ 850
Eindhoven – Roermond	€ 370
Eindhoven – Venlo Grens	€ 850
Gouda – Harmelen Aansluiting	€ 370
Herfte Aansluiting – Mariënberg	€ 1,090
Haarlem – Amsterdam Sloterdijk	€ 850
Harmelen Aansluiting – Breukelen	€ 850
Harmelen Aansluiting – Utrecht	€ 130
's-Hertogenbosch – Lunetten	€ 610
Kijfhoek – Lage Zwaluwe	€ 610
Kijfhoek – Meteren Aansluiting	€ 610

Leeuwarden – Meppel	€ 610
Meppel – Onnen	€ 610
Meteren Aansluiting - Zevenaar Oost	€ 610
Roermond – Sittard	€ 1,330
Roermond - Venlo	€ 1,090
Gouda – Rotterdam Zuid	€ 370
Deventer – Oldenzaal Grens	€ 850
Sittard – Eijsden Grens	€ 610
Tilburg – Boxtel	€ 610
Tilburg – Vught Aansluiting	€ 370
Utrecht – Zevenaar Oost	€ 130
Lage Zwaluwe – Breda	€ 370
Lage Zwaluwe – Roosendaal	€ 1,330

## 5.6.7 Compensation freight transport operators ad hoc capacity for operations

Under point b) of section 4.3.4, the opportunity shall be given to beneficiaries, and ProRail to make their agreement to the capacity change conditional upon compensation for the disadvantage they suffer as a result of deviation from previously allocated capacity. The compensation concerns the direct operating costs listed in table 5.6 or the out-of-pocket costs<sup>121</sup>, including substitute transport, which shall be substantiated on the basis of a specification.

The following tariffs apply as compensation<sup>122</sup> for the disadvantage suffered as a result of deviating from previously allocated capacity (within the meaning of paragraph 4.3.4 of this Network Statement). On the open lane, the compensation is calculated per extra kilometre of detour. If the distributed train has to depart later or earlier or has to stop en route in connection with this work at a railway yard, compensation will be calculated on the basis of delay minutes or out-of-pocket costs for replacement transport. ProRail has based these rates on the calculations of the costs incurred for the Third Rail project and have been assessed by TNO and the European Commission.

Table 5.6 Compensation for changed capacity

Compensation for changed capacity per extra (detoured) km in relation to the originally allocated km	Compensation (per train kilometre)
Extra compensation Train Path service (depending on weight) and/or service preparation (depending on track length)	€ *
Extra locomotive costs	€ 2.65
Extra energy costs	€ 1.99
Extra driver costs	€ 1.03

\* The amount of the compensation depends on the weight as referred to in 5.3.1 Train path, section 4.1 of the table

Table 5.7 Compensation for cancelled capacity

Compensation for cancelled capacity per km without alternative (km of the original route)	Compensation (per train kilometre)
Total	€ 5,84

<sup>121</sup> Out-of-pocket costs are additional costs incurred by a railway undertaking as a result of the possession such as, for example, hiring equipment and/or facilities for staff and/or the additional deployment of staff.

<sup>122</sup> Compensation is exclusive of VAT and based on price level 2021. Indexation will take place to price level 2022. For a more detailed explanation, see Chapter 5.8.2.1.

Calculation example per kilometre: A freight train with capacity rights from Maasvlakte West via Moerdijkbrug to Venlo will receive a compensation of  $191.8 \text{ km} \times € 5.84 / \text{km} = € 1,120.11$  in the event of an ad hoc possession on the Moerdijkbrug that is requested two weeks prior to implementation and for which no alternative timetable is available within five hours via Utrecht, for example. The extra allowance for train path and/or service preparation will also qualify for compensation.

Calculation example per minute: A freight train with capacity rights from Pernis to Maasvlakte West will receive in case of a 30-minute delay a compensation of € 170.10 (30 minutes  $\times$  € 2.65 locomotive + 30 minutes  $\times$  € 1.99 energy + 30 minutes  $\times$  € 1.03 driver = € 170.10) in the event of an ad hoc shutdown at the Botlek Tunnel two weeks before implementation. The additional compensation for the train path service and/or drawing up the service will also be eligible for compensation.

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 detour 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 3 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 5.7.
- 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 (as set out in Table 5.7), but are not excluded from compensation for disadvantage within the meaning of this scheme (the compensation set out in Table 5.6).
- Disadvantage resulting from a train detour shall not be compensated if compensation has been paid for cancellation of the same train.

## 5.6.8 Compensation for freight operators in case of disruption or restrictions on the Havenspoorlijn

*The starting points for the compensation scheme are:*

- The number of disruptive infrastructure failures on the Havenspoorlijn (including Kijfhoek) is relatively high and compliance with the environmental permits and fire brigade instructions on the Havenspoorlijn (including Kijfhoek) in Rotterdam is not in order on all points.
- These aspects could translate into short and/or long-lasting restrictions to use (nuisance) for the railway undertakings using the Havenspoorlijn and Kijfhoek.
- The situation in terms of failures has further deteriorated in 2020 compared to previous years. The number of delayed minutes due to infrastructure failures has increased by more than 20% compared to 2019, the number of disruptive failures by more than 10%.
- This excessive disruption can lead to damage/additional costs for railway undertakings due to delays, cancellations and/or additional operations that must be performed at other locations than initially planned.
- These include additional costs for locomotive and train driver deployment, energy, rescheduling, additional stabling, et cetera.
- These additional costs arise in both the feeder processes and the linehaul processes.
- The additional costs are depended to a limited degree on the weight of a train.
- In the coming years, ProRail will work to eliminate the causes of excessive disruption. This is expected to reduce the number of unplanned possessions and disruptions in the coming years. To this end, the number of additional planned ad hoc withdrawals (restrictions to use), required to carry out work, will first increase significantly.

*The starting points for the compensation scheme are:*



- An increase in costs due to excessive disruption is compensated by ProRail by means of a standardised scheme in the event of several (ten or more) disruptions in a quarter, whereby ProRail is the party causing the disruption.
- A failure is a disruption if it results in 121 or more minutes of delay calculated over all the trains affected. The impact and the number of trains affected are incorporated in the minutes of delay. The impact is measured on the basis of the current plan for the trains affected by the disruption. The current plan is the most current plan that the railway undertaking can rely on. A train that is cancelled due to a disruption counts as 120 minutes of delay.
- The amount of compensation (for the increase in costs due to excessive disruption) in a quarter depends on the number of disruptions on the Havenspoorlijn (including Kijfhoek). The more disruptions there are in a period, the higher the damage and the higher the compensation. If few or no disruptions occur, there will be no or limited increase in costs and no compensation will be paid in that period (quarter).
- The compensation scheme is linked to the Infrastructure and processes in order project, which runs from 13 December 2020 to 31 December 2023.
- In January 2022, the operation of the scheme will be evaluated and it will be determined whether it should be amended or continued after 31 December 2023.
- In 2021, the amounts from this scheme will be validated and adjusted where necessary for 2022-2023.
- ProRail reports the number of disruptions to rail undertakings/titleholders on a weekly basis. The report will be released within two working days of the end of the week and will contain all the disruptions and relevant detailed information, to which the transport operators can respond within three working days to ProRail.
- The compensation is the same for all rail undertakings and is applied in the same way regardless of whether the individual rail undertaking experienced more or less disruption in the relevant quarter.
- The compensation is granted for all kilometres invoiced by ProRail and paid for by trains with an origin and/or destination on the infrastructure of the Havenspoorlijn (including Kijfhoek). In addition, an exempted period per invoice line for the use of stabling tracks applies to stabling on the Havenspoorlijn, including Kijfhoek. The amount of the exempted period depends on the number of disruptions in the quarter.
- Only kilometres and parking minutes on infrastructure managed by ProRail are compensated.
- The compensation is paid to the party under whose responsibility the transport movement or preparation took place on the basis of the train number allocated by ProRail. In fact, this is the party who is invoiced for and pays for the stabling minutes/train path kilometres.
- If use is made of this compensation scheme, then the right to make a request for compensation on the basis of the Access Agreement with the associated General Terms & Conditions or on the basis of Chapter 5.6.7 lapses unless a disruption and/or restriction lasts longer than five days (120 hours after the occurrence of the description/ restriction) with a total delay of 121 minutes or more or it concerns a disruption and/or restriction on areas under the management of ProRail outside the Havenspoorlijn (including Kijfhoek). In that case, a possible compensation will be determined on the basis of Article 18 of the General Terms & Conditions or ProRail will make a separate arrangement as applied until 12 December 2020 with regard to restrictions to use for shunting with dangerous goods on the Waalhaven railway yard<sup>123</sup>. All this depends on the circumstances of the case. This concerns new disruptions and user restrictions that occur after 12 December 2020.

The compensation amounts to an amount per kilometre of the service tariff:

- An amount for the train path service per invoiced kilometre of trains (including light locomotives) with an origin and/or destination on the Havenspoorlijn (including Kijfhoek).
- An exempted period in minutes of stabling on the Havenspoorlijn (including Kijfhoek).

The amount of compensation in a quarter depends on the number of disruptions in that quarter. The determination and payment of the compensation takes place after the end of that quarter.

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<sup>123</sup> Waalhaven compensation scheme.

Table 5.8

Number of disruptions per quarter	Compensation per kilometre origin-destination Rotterdam (X)	Compensation for stabling on Havenspoorlijn exemption period per invoice line in minutes (Y)
<10	€ 0.00	0
10-25	€ 0.18	108
26-40	€ 0.37	120
41-55	€ 0.55	216
>55	€ 0.61	240

## 5.6.9 Compensation in case of Traffic Control understaffing

If a traffic control centre is forced to close a signalman workplace due to understaffing, this may mean that one or more yards and/or route sections can temporarily no longer be operated. Trains that would have been running according to the current traffic plan will have to be fully or partially cancelled or rescheduled as a result. These closures can thus lead to damage/additional costs for railway undertakings. These include (additional) costs for replacement transport, locomotive and driver deployment, energy, rescheduling and additional stabling. Under certain conditions railway undertakings can claim compensation for these situations.

The starting points for the compensation scheme are:

- ProRail offers compensation for extra costs as a result of a closed signalman workplace by means of a standardised scheme if:
  - there are at least five closures on the main railway infrastructure per year due to understaffing at Traffic Control;
  - whereby the workplace is closed for at least sixty minutes at a time;
  - and shunting and/or train runs cannot take place in the operating area of the closed workplace.
- This scheme does not apply in the event of force majeure as defined in Article 22.7 of the General Terms and Conditions.
- Unforeseen closures of a signalman workplace at the Kijfhoek yard as a result of understaffing are excluded from this scheme. For the Kijfhoek yard, these closures are counted/ considered as disruptions as long as the present compensation scheme is applicable; therefore the compensation is regulated via the Havenspoorlijn compensation scheme (see section 5.6.8).
- The amount of compensation (compensation for the additional costs resulting from a signalman shortage) depends on the number of times that a signalman workplace at a station (excluding the Kijfhoek yard) is closed in one calendar year. The more closures of one hour or longer there are in a year, the greater the loss and the higher the compensation. If few or no closures occur, there will be no or limited increase in costs and no compensation will be paid in that period.
- The compensation scheme is linked to the ProRail plan to prevent Traffic Control understaffing.<sup>124</sup> The present compensation scheme initially applies for the period 1 January 2022 - 31 December 2022. In the fourth quarter of 2022, the functioning and implementation of the scheme will be evaluated and it will be determined whether it will be continued after 31 December 2022.<sup>125</sup>
- The total number of signalman workplaces closures on the main railway infrastructure of at least sixty minutes is reported to the rail undertakings after the end of each month.
- The compensation table will be applied in the same way for all railway undertakings per segment. The level of compensation per individual railway undertaking depends on the total number of

<sup>124</sup> Version 24 November 2021

<sup>125</sup> In the event of a decision to continue the scheme, the 2023 Network Statement will be amended accordingly.

workplace closures on the main railway infrastructure in combination with the number of workplace closures that the individual railway undertaking is affected by.

- The compensation is determined and paid after payment of all ProRail's user fee invoices for the past calendar year.
- The compensation is paid to the party who is invoiced for and pays for the stabling minutes/train path kilometres.
- If use is made of this compensation scheme, the right to submit a request for compensation on the basis of the Access Agreement with the associated General Terms and Conditions due to non-performing shunting or train runs as a result of understaffing at Traffic Control is cancelled. If the Railway Undertaking carries out work on the instructions of ProRail and use is made of this compensation scheme, any claim for compensation on the basis of the instruction issued by ProRail will lapse.
- If ProRail so desires, the railway undertaking must demonstrate that these additional costs have not already been reimbursed. ProRail may require this proof to be accompanied by an auditor's statement.
- The determination and payment of the compensation takes place after the end of that calendar year.. The cost of replacement transport for passenger transport is defined in line with Appendix 6 of the model Access Agreement 2022 as follows:
  - a) Bus costs (hours and kilometres)
  - b) Planning or preparation hours of the bus operator
  - c) Deployment of (bus) coordinators and traffic controllers by the bus operator
  - d) Required traffic measures or means of transport
  - e) Costs charged by other public transport operators for the use of their services as part of the replacement transport (such as public transport by bus, tram or metro).

Compensation scheme by market segment

## 1. Passenger transport under a public service contract

A railway undertaking from this segment can claim compensation for train runs that are cancelled due to the workplace closure. The compensation is a percentage of the replacement costs incurred by the railway undertaking. The railway undertaking has to substantiate the costs incurred with invoices.

The amount of the compensation for 2022 depends on the number of closures of at least 60 minutes on the main railway infrastructure in 2022. On the basis of this, the proportion of the costs incurred for replacement transport is determined according to the following graduated scale (see figure 5.9). The compensation for the railway undertaking is calculated by multiplying the costs of replacement transport for workplace closures affecting the individual railway undertaking by the percentage determined on the basis of the graduated scale.

The compensation as included in the graduated scale applies to all closures that a railway undertaking has experienced. Example: if in 2022 a total of eight closures have occurred and three of these closures have affected a railway undertaking, then 20% of the bus costs are reimbursed for these three closures.

Table 5.9 Compensation for passenger services in the event of traffic control understaffing

Total number of closures per year on the main railway infrastructure	Reimbursement of costs incurred for replacement transport
<5	0%
5-10	20%
11-15	55%
>15	80%

## 2. Private passenger transport

A railway undertaking from this segment can claim compensation for train runs that are cancelled due to a workplace closure and that are not rerouted via an alternative route. The compensation scheme offers two options for the compensation of damage or nuisance caused by a workplace closure:

- compensation per cancelled train run: the compensation is determined on the basis of the length of the originally planned route of the train path on the main railway infrastructure over which the cancelled train could not run due to the closure;
- reimbursement of costs incurred for replacement transport

The railway undertaking is requested to indicate for a specific closure which scheme it would like to qualify for. If the railway undertaking wants to claim the compensation for the costs of the replacement transport, the railway undertaking must substantiate the costs incurred by means of invoices.

The amount of the compensation for 2022 depends on the number of closures of at least 60 minutes on the main railway infrastructure in 2022. On this basis the following graduated scale (see table 5.10) is used to determine the part of the costs for replacement transport that is reimbursed or the amount reimbursed per cancelled train kilometre. The compensation for the railway undertaking is calculated by multiplying the costs for replacement transport for the workplace closures affecting the individual railway undertaking by the percentage determined on the basis of the graduated scale or by multiplying the number of train kilometres cancelled by the amount per kilometre as specified in the graduated scale. For the way in which the graduated scale is applied, see the calculation example for the passenger transport segment of a public service contract.

Table 5.10 Compensation for private passenger transport in the event of traffic control understaffing.

Total number of closures per year on the main railway infrastructure	Reimbursement of costs incurred for replacement transport	Compensation per cancelled train per km
<5	0%	€ 0.00
5-10	20%	€ 3.20
11-15	55%	€ 8.80
>15	80%	€ 12.80

## 3. Freight transport including transport contractors

A railway undertaking from this segment can claim compensation for train runs (including runs of work trains, light locomotives and empty running stock) and shunting runs that were cancelled due to workplace closure. The compensation consists of an amount for each closure that has affected the railway undertaking. The level of this amount is determined by the number of workplace closures of at least sixty minutes on the main railway infrastructure in 2022 according to the following graduated scale (see Table 5.11). For the way in which the graduated scale is applied, see the calculation example for the passenger transport segment of a public service contract.

Table 5.11 Compensation for freight transport including transport contractors in case of traffic control understaffing

Total number of closures per year on the main railway infrastructure	Compensation per relevant closure for the railway undertaking concerned
<5	€ 0
5-10	€ 545
11-15	€ 1,497

>15	€ 2,178
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A railway undertaking operating in several market segments can claim under several schemes. For this purpose, the number of closures per year on the main railway infrastructure that the railway undertaking in question has experienced is determined for each segment. The compensation for these closures is then determined according to the graduated scale applicable to that segment.

## 5.7 Performance scheme

ProRail applies a performance scheme 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 added value of the performance scheme is such that it: <sup>126</sup>

- 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 components of the performance scheme are laid down in the Access Agreement.

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 as included in 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.

### 5.7.1 Schemes for the passenger transport market segment

#### *Regulations to be agreed upon*

- ProRail will in the Access Agreement with the railway undertaking agree on a scheme that concerns:
  1. Rolling stock defects
  2. Delivered train paths ◀

#### 5.7.1.1 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 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

<sup>126</sup> Article 11i(2) Implementation Directive 2012/34/EU on establishing a single European railway area.

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 2022 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 (2019 – 2021).
- The standard value is determined by the average realised value of the indicator over the past 3 years (2019 – 2021).

#### *Measure and discuss regime*

At the beginning of the 2022 timetable, ProRail will publish on the Logistic Portal:

- The lowest value of the indicator per railway undertaking in the period 2019 - 2021.
- The standard value of the passenger transport market segment calculated on the basis of the average for the period 2019 – 2021.

After the end of the 2022 timetable, ProRail will publish on the Logistics Portal:

- The realised value of the indicator per railway undertaking in the year 2022.
- The realised value of the passenger transport market segment in the year 2022. This average realised annual value is also published on the ProRail website.

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 timetable year. This will be stated with the publication.

### **5.7.1.2 Delivered train paths**

#### *Objective*

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 compared to the train paths agreed with the railway undertaking in a 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 2022 compared to 2021.

#### *Measure and discuss regime*

At the end of the 2022 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.



## 5.7.2 Schemes for the freight transport market segment

### *Regulations to be agreed upon*

- ▶ ProRail will with the rail freight transporters agree on a scheme that concerns:
  1. Punctuality of freight trains
  2. Client nuisance as a result of infrastructure, ICT or third party disruptions as well as understaffing Traffic control ◀

### 5.7.2.1 Punctuality of freight trains

#### *Objective*

This indicator serves to improve the punctuality of freight trains. Improved punctuality also contributes to better use of capacity on the railways. Arrival punctuality is a performance priority for the Rail Freight Corridors. Punctuality in the Netherlands also contributes to Rail Freight Corridor arrival punctuality.

#### *Starting points and definitions*

- Punctuality is measured with respect to the original plan with a maximum delay of 30 minutes and [OPTION] with respect to the current plan of up to three minutes.
- Punctuality is measured on departure/arrival/exit/border-in punctuality on the main railway network managed by ProRail. Border' refers to the management boundary between ProRail and DB Netze and Infrabel.
- The original plan is the plan that will be transferred to traffic control systems in the Donna transfer.
- A maximum of five turnaround cycles per railway undertaking per quarter, to be determined jointly in consultation. These may be either national or international turnaround cycles.
- The network manager provides monthly information on departure/arrival/exit/border-in punctuality on the main railway network managed by ProRail and provides the Rail Freight Corridor arrival punctuality.
- The railway undertaking is responsible for an analysis of performance and scope for improvement and makes improvements wherever this can reasonably have a direct operational and commercial impact.
- The standard is to achieve a positive trend in 2022.

#### *Measure and discuss regime*

- According to standard process to achieve the objective: measurement, analyse causes of delay, define improvement measures, implementation, monitoring, intervention if necessary.
- Each month, the cause analysis, the scope for improvement and the measures (to be) are discussed in an account meeting.
- Twice a year, on the basis of the indicators set out in the performance scheme, the network manager announces the average annual performance level of all railway undertakings in freight transport to the railway undertakings in freight transport.

### 5.7.2.2 Client nuisance as a result of infrastructure, ICT or third party disruptions as well as understaffing Traffic control

#### *Objective*

The purpose of this indicator is to reduce the impact on the freight process of infrastructure, ICT or third party disruptions on the railways managed by ProRail as well as understaffing of Traffic Control, thus contributing to better reliability and availability of the main railway network and better utilisation of capacity on the railways.

#### *Starting points and definitions*

- The affected freight trains and individual locomotives are determined on the basis of an irregularity as a result of infrastructure, ICT or third party disruptions as well as understaffing of Traffic Control of the network manager for which a report card with infrastructure restriction has been generated in the SpoorWeb system. This must be done by taking a "photo" of the then valid plan between the

two timetable points where the irregularity occurs in SpoorWeb at the moment an irregularity starts. Affected trains concern freight trains and light locomotives:

- are rescheduled on first departure or in transit,
- or have been rerouted via a different route or different border crossing,
- or have been cancelled.
- Irregularity: all report cards with an infrastructure restriction in the SpoorWeb system.
- Understaffing Traffic Control: closing of workstations at the Kijfhoek station.
- Freight train: train with running characteristic GO.
- Light locomotive: train with running characteristic LL.
- Rerouted train: train that has been (partially) rerouted (timetable points) due to an irregularity on its originally planned route.
- Train with a different border crossing: the freight train has been rerouted or given a different border crossing than originally planned.
- Train rescheduled on departure: the freight train has been allocated a different timetable (time slot) over the same complete route.
- Train rescheduled in transit: the freight train has been given an extra stop on the same route or a longer planned stop in the timetable.
- Cancelled train: the timetable has been removed from the VKL system by intervention by the network manager or has, out of necessity, been cancelled in VOS by the railway undertaking.
- Output: a list of the number of affected freight trains per incident per type of train (freight train, light locomotive) per intervention action (diverted, other border crossing, rescheduled on first departure or in transit, extra stop(s), cancelled) expressed in numbers, affected train number/date and in duration (minutes).

	Light locomotive	Freight train
Train rescheduled on first departure		
Train rescheduled in transit		
Rerouted train		
Train via other border crossing		
Cancelled train		

- ICT disruptions: these are disruptions at the Traffic Control systems (VOS and PRL).
- The network manager provides monthly information to the railway undertaking about client nuisance on the main railway network managed by ProRail.
- The network manager is responsible for an analysis of the performance and scope for improvement and makes improvements wherever this can reasonably have a direct impact.
- The standard is to achieve a positive trend in 2022.

### *Measure and discuss regime*

- According to standard process to achieve the objective: measurement, analyse causes of delay and cancel train, define improvement measures, implementation, monitoring, intervention if necessary.
- Each month, the cause analysis, the scope for improvement and the measures (to be) are discussed in an account meeting.
- Twice a year, on the basis of the indicators set out in the performance scheme, the network manager shall communicate the average annual performance level of the network manager to the railway undertakings in the freight transport sector.

## 5.7.3 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.

## 5.8 Changes to charge schemes

### 5.8.1 Charge scheme 2022

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 levy), 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 revise charges 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.

### 5.8.2 Expected changes to charge schemes

#### 5.8.2.1 Multi-year charges and bandwidth indicator

The charges for the minimum access package as described in Chapter 5.3 have been calculated for a period of three years (2020 - 2022). This means that the charges for these services will also apply for the timetable year 2022. The same applies to the extra levy as described in Chapter 5.3.3. For the purpose of application in this year, the charges will be indexed to the price level of the timetable year concerned. Indexation to price level 2022 will take place in accordance with the development of the consumer price index (CPI) as published by the Central Economic Plan of the Netherlands Bureau for Economic Policy Analysis, whereby the CPIs used for indexation to price level 2020 and 2021 will also

be updated. The way in which these charges are indexed is described in detail in the allocation methods relating to these services.<sup>127</sup>

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 charge the minimum access package 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 initial value of this indicator for the minimum access package is 1.59. The value of the indicator as established on recalculation for the charge for 2022 is 1.64 (+2.9% up on the original value). The deviations of the indicators from the value as established at the time of the initial tariff calculation fall within the range of -5% to +5%. This means that the tariffs for 2022 for the minimum access package will not be recalculated.

### **5.8.2.2 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 levy is based on the 'Market-can-bear test 2020 - 2024' and the 'Method of allocation extra levy 2018' dated 22/08/2018. It is known at the time of publication of the Network Statement 2022 that an appeal has been lodged against the decisions of the ACM with respect to these documents.

### **5.8.2.3 Transformation of ProRail into nondepartmental public body**

The coalition agreement 'Trust in the Future' (2017-2022) sets out the intention to transform ProRail B.V. into a nondepartmental public body. This transformation will be shaped by means of an amendment to the Railways Act. The aim is for this transformation to enter into force in 2021 (see also Chapter 1.1).

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.

## **5.9 Invoicing**

ProRail shall invoice the charges and levies per calendar month, after the end of the month in question, unless indicated otherwise.

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<sup>127</sup> Method of allocating costs to the minimum access package 2017' dated 20/11/18 and 'Method of allocating additional levy' dated 22/08/18.

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 consists of either an advance payment or a bank guarantee.<sup>128</sup>

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

## 5.10 Other services, charges and levies

### 5.10.1 HSL levy

The HSL levy for the use of the route sections Hoofddorp – Rotterdam West and Barendrecht – Belgian border must comply with the regulations of the HSL Levy Decree 2015.<sup>129</sup> 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.

The titleholder will from 1 February 2022 owe the HSL levy over the time period from 12 December 2021 until 31 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 2022 calendar year.

The titleholder will from 1 February 2022 owe the HSL levy over the time period from 1 January 2022 until 10 December 2023, 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 2022 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.

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<sup>128</sup> As referred to in Implementing Regulation EU 2019/779.

<sup>129</sup> Section 2 HSL Levy Decree 2015.

## 6 Operations

### 6.1 Introduction

The statutory rules for safe and unhindered use of the main railway network are laid down in the Railways act, the Rail Traffic Decree, the Rail Traffic Regulations and associated regulations. This chapter describes operational conditions and processes to be followed in order to promote the efficient use of the main railway network and an efficient handling of communication between ProRail and operational railway personnel.

#### *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 Chapter 6.2. ◀

### 6.2 Operational Conditions

#### 6.2.1 Official language

ProRail uses Dutch as its official language in the TSI 'Operations and Traffic Control'. In the event of an 'international disruption', as defined in Chapter 2 of the [Handbook for International Contingency Management of RNE](#), the language as defined in this Handbook applies (for more information see also Chapter 6.3.3).

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 [ProRail Logistics Portal](#).

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.

#### 6.2.2 Procedure for the operation of infrastructural elements (including ERTMS)<sup>130</sup>

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 [ProRail Logistics Portal](#). 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.

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<sup>130</sup> See Network Statement, Chapter 3.4.2.



## 6.2.3 Departure procedure<sup>131</sup>

The railway undertaking will as soon as possible notify the ProRail 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.

The train driver shall report to ProRail's train dispatcher any circumstance that results in his train not (or no longer) being able to depart at the agreed time. If the train is unable to leave due to unforeseen circumstances, the railway undertaking will leave the train manned at the request of ProRail.

## 6.2.4 Scheduled running of freight trains<sup>132</sup>

To ensure the scheduled running of freight trains:

- ProRail always provides the railway undertaking with a current timetable no later than five minutes before the current departure time.
- The railway undertaking indicates via the Order Portal (see section 9, Appendix 23) in a timely manner when previously allocated infrastructure capacity is not used.
- The right to the allocated train path lapses 60 minutes before scheduled departure or border crossing (entering the Netherlands) if ProRail anticipates that a freight train will not use its train path.
- The rail freight operator monitors the departure process of freight trains departing from timetable points in the Netherlands and communicates the train status through RMS Client (tab GTI) (see section 12, Appendix 23).
- ProRail monitors cross-border freight trains entering the Netherlands; the status of these trains is made available to the railway undertaking through via RMS Client (see section 12, Appendix 23).
- before scheduled departure, the railway undertaking provides the driver with a current timetable including transit times.
- the train driver strives for the timely passage of timetable points in accordance with the current timetable provided.
- ProRail strives for traffic flow according to the current timetable, also on the border route sections with DB Netz and Infrabel.

## 6.2.5 Provision of Load specifications<sup>133</sup>

No later than five minutes before the first departure of each train on the main railway network managed by ProRail, or thirty minutes before a train reaches the border of the main railway network managed by ProRail, the railway undertaking shall provide ProRail with the (departure) composition of the train in TSI TAF format in the form of a Train Composition Message (TCM). ProRail makes the WLIS system (see section 16, Appendix 23) available for this purpose. This is further detailed in the 'Provision of Load Specifications Manual', which can be consulted on the [ProRail Logistics Portal](#).

## 6.2.6 Provision of information concerning the transport of dangerous goods within the meaning of RID<sup>134</sup>/VSG<sup>135</sup> with sets of wagons or (a group of) opposite freight wagons on railway yards

The railway undertaking provides the manager with information about the position, loading condition and nature of the load of RID wagons. The position of the wagon is indicated by means of the track number and the position of the wagon in relation to other freight wagons on that track. The railway

<sup>131</sup> The request and order acceptance process via the Order Portal is described in Chapter 4.5 of this Network Statement. For intervention measures, see Chapter 6.3.

<sup>132</sup> The request and order acceptance process via the Order Portal is described in Chapter 4.5 of this Network Statement. For intervention measures, see Chapter 6.3.

<sup>133</sup> See also Network Statement, Chapter 3.4.4.

<sup>134</sup> [Regulations governing the international carriage of dangerous goods by rail](#) (RID)

<sup>135</sup> [Regulations for the carriage of dangerous goods by rail](#) (VSG)

undertaking is responsible for the correctness, completeness and timeliness of its information. The railway undertaking is free to use WLIS<sup>136</sup> also for registration of non-RID wagons.

For the implementation of this obligation, 'on time' means that the railway undertaking registers each movement of an RID wagon and makes the information about it available within a time window of ten minutes before to ten minutes after the movement. To support this registration and provision of information, the manager makes the WLIS system (see section 16, Appendix 23) available for use by railway undertakings. The network manager ensures the provision of information to the government emergency services. The procedure is further described in the document 'Provision of Load Specifications Manual', which is available for consultation on the [ProRail Logistics Portal](#).

## 6.2.7 Rust clearance

The corrosion of rails impacts upon the reliable operation of the train detection system. To prevent this from happening, ProRail designates trains for rust clearance. ProRail strives to avoid rust clearance with goods trains heavier than 3,000 tonnes and with goods trains carrying substance categories covered by the Base Network Act or substances listed in RID-Table 1.10 (high hazard potential) wherever possible.

## 6.2.8 Emergency repairs to railway vehicles on the main railway network<sup>137</sup>

Emergency recovery of and repairs to railway vehicles on the main railway network will be carried out by a company that complies with Article 37 of the Railways Act. On the basis of Article 10 Paragraph 6 of the General Terms & Conditions (see Appendix 5), the responsibility lies with the railway undertaking that has placed the railway vehicle.

Defects may be detected during the technical inspection of a train to be carried out by a railway undertaking. These defects may give rise to emergency recovery and repairs. This concerns corrective measures to prevent the ascertained train defects from causing unsafe situations.

### 6.2.8.1 Emergency recovery

Emergency recovery may be carried out on all railway infrastructure managed by ProRail if the safe running of the railway vehicle or rail traffic can no longer be guaranteed. Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801) by means of the 'Notification form for hoisting operations' ([see the Logistics Portal](#)). If the actual recovery of railway vehicles is required, this must be coordinated with the train dispatcher in accordance with the 'Procedure for emergency recovery of railway vehicles on the main railway network' ([see the Logistics Portal](#)). In doing so, the safe passage of through train traffic may not be impeded, and work must be carried out safely and without causing damage to the environment<sup>138</sup>. On the basis of the AVV/GCU (General Contract of Use for wagons), Annex 9 (Conditions for the technical transfer inspection of wagons), this concerns the repair of defects falling under categories 4 and 5.

### 6.2.8.2 Repairs

On all tracks of the main railway network for which an environmental permit is applicable, repairs with hand tools are permitted when the safe running of a railway vehicle<sup>139</sup> requires this. This work is carried out in accordance with the environmental permits, which can be found on [the Logistics Portal](#). These repairs must be coordinated with the train dispatcher in accordance with the procedure for the

<sup>136</sup> See Network Statement Appendix 23, section 16

<sup>137</sup> See also Network Statement Chapter 7.3.6.

<sup>138</sup> If there is no unobstructed passage, or if safety is compromised, or if environmental damage may occur, this is an incident and must be reported to the train dispatcher and shall be dealt with in accordance with the measures on train incidents described in Chapter 6.3.4.

<sup>139</sup> As referred to in Implementing Regulation EU 2019/779.

emergency recovery of railway vehicles on the main railway network ([see Logistics Portal](#)) and may not impede other rail traffic. Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801) by means of the 'Notification form for hoisting operations' ([see the Logistics Portal](#)). No environmental damage may be caused. The use of, among other things, lubricant is therefore only permitted with the use of soil protection measures, such as, for example, leakage mats. On the basis of the AVV/GCU (General Contract of Use for wagons), Annex 9 (Conditions for the technical transfer inspection of wagons), this concerns the repair of defects falling under categories 1, 2 and 3 as well as those falling under damage codes 6.1.1.\* and 6.1.2.1. (markings), 6.1.7.\* (handles, replace steps), 6.5.5.4. (apply dust cap), 6.5.5.6./6.5.5.7. (apply dummy flange) and 6.5.5.9. (apply bolts).

### 6.2.8.3 Repair tracks

Repair tracks on the main railway network have been designed for access by large rolling stock. Hoisting operations must be coordinated in advance with ProRail's Incident Response Department (General Freight Leader 088-2318801) by means of the 'Notification form for hoisting operations' ([see the Logistics Portal](#)). There is therefore no restriction on the use of tools when the user places soil protection measures before starting work, if necessary. All repair tracks offered and made available by ProRail can be found on the [Logistics Portal](#).

### 6.2.8.4 Hot work

For 'hot work' on the main railway network, the party carrying out the work must report this to ProRail in advance by means of the notification form for work constituting a fire hazard ([see Logistics Portal](#)). The responsibility for safe execution lies (in accordance with the Working Conditions Act) with the contractor. Hot work within 15 metres of a wagon with characteristics for dangerous goods in accordance with VSG-RID substances with a GEVI<sup>140</sup> classification of 3, 4 or 5 is prohibited, unless additional measures have been taken. For Kijfhoek railway yard, in addition to the above, the Kijfhoek Incident Coordinator (088-2313390) must also be notified of where hot work will take place.

### 6.2.8.5 Responsibility

Railway undertakings are always responsible for the shunting of railway vehicles from and to the track designated by ProRail Traffic Control, including any necessary movements of third party vehicles on that track, provided the railway vehicle(s) in question are movable.

Section 7.3.6 provides information on available maintenance facilities.

## 6.2.9 Rail incident management<sup>141</sup>

In the event of a disruption, incidents or an emergency and for the purpose of restoring safe and uninterrupted train traffic, ProRail and railway undertakings shall have made agreements and be prepared to deal with the train incident<sup>142</sup>. The network manager has worked this out in more detail in the 'Rail Incident Management Manual' (available for consultation on the [ProRail website](#)). For measures to be taken in the event of train incidents, see Chapter 6.3.4.

The following general principles apply to the handling of train incidents.

1. ProRail and the railway undertaking have an operational, tactical and strategic on-duty organisation that is up to date, trained and available 7x24 hours for the necessary consultations and execution of tasks:
  - a. in response to train incidents (emergencies);

<sup>140</sup> Hazard identification number

<sup>141</sup> See Network Statement Chapter 3.4.2

<sup>142</sup> In accordance with Section 25 Rail Traffic Decree in relation to Article 4.2.3.7 TSI 'Operations and Traffic Control'.

- 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. At incident exercises organised by ProRail:
  - Does the railway undertaking, in mutual consultation, make staff and rolling stock available?
  - Can the railway undertaking, in mutual consultation, participate with its own training targets.
3. The railway undertaking is responsible for providing ProRail with information that is important for effective assistance.<sup>143</sup> Which information is required and how it will be provided is determining consultation with ProRail and included in the Operational Incident Agreements. This form an appendix to the Access Agreement. Such information will in any event include:
  - Data to prepare for a train incident response: the provision, free of charge, of technical rolling stock data and/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.
4. 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.
5. In accordance with Article 16 of the General Terms and Conditions, the railway undertaking is obliged to follow instructions given by officials of the network manager as laid down in the Access Agreement, for the purposes set out in Article 16 paragraph 2.

## 6.2.10 Use of locally controlled areas<sup>144</sup>

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 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.
- As a Time Space Slot (TSS) for multiple consecutive movements, where the physical boundaries of the area within which those movements occur are indicated by signals and the time boundaries by desired start and end times. As soon as a driver has completed a single requested route entirely within a locally controlled area, the driver will report to the train dispatcher that the requested use has ended.

The locally controlled areas and the defined Time Space Slots are defined in the overview of NCBG areas. This overview can be accessed on the [ProRail Logistics Portal](#).

## 6.2.11 Local particulars

The company regulations ProRail (RLN00300, which can be consulted on the [Logistics Portal](#) or the [ProRail website](#)) always apply to 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 [ProRail Logistics Portal](#). The source documents from which these local details

<sup>143</sup> In accordance with Section 25 Rail Traffic Decree in relation to Article 4.2.2.7.2 TSI 'Operations and Traffic Control'.

<sup>144</sup> See Network Statement Chapters 2.3.12, 2.3.13 and 3.4.2

originate can also be found on the Logistics Portal. Railway undertakings<sup>145</sup> and the network manager will observe these local particulars.

## 6.3 Intervention measures

### 6.3.1 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.<sup>146</sup> These instructions are given as far as possible on the basis of intervention measures made in advance with the aim of returning to the original current plan as soon as possible.

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.

#### *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 railway network 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 document 'OCCR Guide', which is available on the public [website of the OCCR](#).

### 6.3.2 Measures to deal with disrupted situations on the national network

In order to arrive at measures for disrupted situations, ProRail draws up:

- the assessment framework for blockages, available on the [Logistics Portal](#). Intended to define pre-determined blockage measures in the event of partial or full blockages.
- The guidelines for train-related delays. A guideline describes, at corridor level, which measures should be taken in which situations.

On the basis of the assessment framework and the guidelines in the event of delays, ProRail draws up:

- Blockage measures, these are adapted timetables for situations with less available infrastructure. Trains are turned, cancelled or rerouted. The use of alternative transport is also part of a blockage measure.
- Train service handling documents for train-related 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.

### 6.3.3 Measures for major disrupted situations with international impact

For international disruptions longer than three days with a high impact on international traffic, international contingency management applies. This is coordinated at the level of the rail freight corridors.

<sup>145</sup> See Network Statement Appendix 5, General Terms & Conditions, section 11.

<sup>146</sup> Section 26(3) Rail Traffic Decree.



Rail freight corridors play a facilitating role, taking into account existing contingency management and communication processes. Together with the infrastructure managers concerned, they have drawn up and published rerouting overviews and operational intervention scenarios. These can be found in the corridor documents, Book 4, Chapter 5 (see also Chapter 1.7.1 and Chapter 1.7.2 of this Network Statement). For more information on the national intervention measures in the event of international disruptions, see Chapter 6.3.2.

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 handbook can be found on the [RailNetEurope website](#). 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.

## 6.3.4 Measures relating to train incidents

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 and scenarios (available for consultation on the [ProRail website](#)). For information on incident management, see Chapter 6.2.9.

### *Incident response processes*

Incident handling comprises 12 incident response processes.

These incident response processes are the responsibility of one or more parties. These parties draw up a plan for this and make the necessary preparations. For example, a process leader is appointed and, if necessary, a support organisation is set up.

Table 6.1 Incident response processes

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 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 incident.
3.	Information management	The network manager collects, registers and distributes information. The railway undertaking is responsible for the logging/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: <ul style="list-style-type: none"> <li>a. Its personnel.</li> <li>b. Its goods or own passengers in train or at the station, and will make the necessary preparations in this respect.</li> </ul>
6.	Restoration of traffic function	Responsibility of the network manager.



No.	Incident response processes	Responsibility
7.	Restoration of transport function	The railway undertaking is responsible for restoring the transport function.
8.	Alternative transport	The railway undertaking is responsible for arranging alternative transport for passengers (in accordance with Section 16 Passenger Rights Regulation) and freight, both at the scene of the incident and elsewhere.
9.	Clearing of tracks	Responsibility of the network manager. The railway undertaking is responsible for: <ul style="list-style-type: none"> <li>• Enabling the network manager to safely and timely retrack and recover the rolling stock used by the railway undertaking.</li> <li>• Delivery within a reasonable time of specific tools and equipment if necessary.</li> <li>• Performance of a follow-up procedure on the re-railed or recovered rolling stock after arrival at the destination track, or after takeover at the scene of the incident.</li> </ul>
10.	Recovery railway network	Responsibility of the network manager.
11.	Communications	The railway undertaking, acting within its own task assignment, is responsible for the communications regarding an emergency 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: <ul style="list-style-type: none"> <li>• 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.</li> <li>• Provision of information on reception, alternative transport and restoration of the transport function.</li> <li>• Spokesperson function during and after the train incident and the required coordination with the authorities.</li> </ul>
12.	Investigation	Responsibility of legally appointed investigative body and other parties, such as the railway undertakings and network manager, if laid down in regulations or by agreement.

## Scenarios

Disasters are subdivided into 20 train incident scenarios. This alarm classification distinguishes 5 categories of train incident, which in turn are subdivided into 4 consequence levels for transport processes and response.

Table 6.2 Train incident scenarios

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 [ProRail Logistics Portal](#) (Matrix Train Incident Scenarios).

## Deployment of road-rail vehicles

The parties will in case of a disruption of train traffic do all that may reasonably be expected of them to resolve the disruption and limit the negative consequences thereof (Article 13 General Terms & Conditions). In addition to the existing possibilities for making open track, the infrastructuremanager has authorised four road-rail vehicles that can be deployed on the A2 corridor (Amsterdam - Eindhoven) to make open track on this corridor (and, following a decision by ProRail's Rail Duty Officer, also on adjacent route sections). This is done by dragging or pushing away a stranded train - possibly containing passengers - by means of the road-rail vehicle. The infrastructuremanager ensures that the necessary permits, certificates and exemptions for this road-rail vehicle and for the operator for operation on the main railway infrastructure have been obtained from ILT prior to the initial deployment and that their validity will be maintained. Because a road-rail vehicle, when towing or pushing, is part of the train composition and runs under the safety certificate and the railway undertaking's safety management system, the infrastructuremanager shall provide the railway undertaking, upon request, with a copy of these permits, certificates and exemptions.

The railway undertaking and infrastructuremanager each ensure for their part that

- (i) the railway personnel involved in the deployment of the road-rail vehicle (operator and driver) are suitably and adequately trained and instructed or supervised
- (ii) that the safety management systems are adapted to the deployment of the road-rail vehicle.

The following applies to the deployment of the road-rail vehicle:

*a) Track entry and exit*

Track entry and exit takes place at a level crossing or road-rail access point by the operator of the road-rail vehicle under the responsibility of the infrastructuremanager. During track entry and exit, the adjacent track is or the adjacent tracks are at least blocked for other train traffic.

*b) Travel on the main railway network*

Under the responsibility of the infrastructuremanager, the road-rail vehicle is driven to the incident site by the operator of the road-rail vehicle.

*c) Coupling*

The operator of the road-rail vehicle combines or links the railway vehicle to the stranded train at the instruction of the driver or the standby duty technician. The final responsibility for checking that the train is properly combined or coupled to the railway vehicle lies with the driver of the railway undertaking.<sup>147</sup>

*d) Testing*

After the road-rail vehicle has been coupled to the stranded train, the driver and/or the stand-by department of the railway undertaking and the operator of the road-rail vehicle carry out the brake test under the responsibility of the driver.

*e) Making working arrangements*

The operator instructs the driver on how to stop the combination with an emergency stop. A checklist is then completed and signed by the operator of the road-rail vehicle and the driver of the railway undertaking. From the moment the convoy starts running (see f.), the convoy runs under the railway undertaking's safety certificate, the driver of the convoy being responsible for the convoy.

*f) Salvaging and making open track*

After requesting a route from the signalman, the operator of the road-rail vehicle provides traction and brakes at the driver's command. The combination can be stopped at any time by both the driver and the operator of the road-rail vehicle.

*g) Uncoupling*

The railway undertaking's responsibility for the convoy ends when the road-rail vehicle is decoupled.

For information about other towing services offered by ProRail, see Chapter 5.4.3.2.

## 6.4 Systems for information on current train movements

<sup>147</sup> ILT decision dated 23 December 2019, ILT-2019/60434

The table below lists and briefly describes the applications and publications that provide information on current train movements. The third column of this table provides a reference for a detailed explanation.

Within these facilities we make a distinction between facilities made available from the Train Path service (see Chapter 5.3.1) and facilities available as an ICT support service (see Chapter 5.5). Costs may be associated with ICT ancillary services.

Table 6.3 Systems for information on current train movements

Name	Function	For clarification, see
<i>From train path</i>		
SpoorWeb	Communication in case of disasters.	Appendix 23 – 17
VIEW	Information on current train movements.	Appendix 23 – 18
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 – 20
<i>From ICT ancillary services</i>		
Planning and performance information (NL)	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23- 19
MeekijkVOS	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 - 21
TIS <sup>148</sup>	Real-time information on international passenger train and national and international freight train movements.	Appendix 23 - 22
MTPS	The provision of real-time information on train positions on the basis of train detection systems.	Appendix 23 - 25

<sup>148</sup> TIS is supplied by RailNetEurope.

## 7 Service facilities and charges

### 7.1 Introduction

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. Services may also be provided in the case of service facilities. This chapter describes the access to<sup>149</sup> and use of service facilities belonging to service package 2<sup>150</sup>, including the provision of services associated with these facilities and the charges.

### 7.2 Service facilities offered by third parties

Article 5 of Implementing Regulation 2017/2177<sup>151</sup> requires operators of rail-related services and service facilities to publish their offer via the Network Statement of the network manager. They are expected to place the available information on their own website and to share the hyperlink with ProRail via [netverklaring@prorail.nl](mailto:netverklaring@prorail.nl).

ProRail then compiles a list of its known operators and a reference to their offer. This list can be found on the [ProRail website](#); reference thereto is made in the Network Statement.

For the description of services or service facilities, RailNetEurope, together with the regulatory bodies, has developed a uniform template, which can be found on the [website of RNE](#). The template contains the different characteristics of a service or service facility which - if applicable - must be explained.

### 7.3 Service facilities offered by ProRail

ProRail distinguishes the following services and service facilities within service package 2:

1. Passenger stations
2. Freight terminals
3. Railway yards
4. Stabling yards
5. Freight terminals
6. Maintenance services and facilities
7. Other technical services and facilities
8. Seaport and inland port services and facilities
9. Assistance and support services and facilities
10. Refuelling

The following paragraphs explain the above services and service facilities. The geographical location of these services and service facilities can also be consulted via the [Rail Facilities Portal](#) of RailNetEurope.

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<sup>149</sup> Including access via the railways

<sup>150</sup> See section 2 of Annex II to Directive 2012/34/EU

<sup>151</sup> Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services.

## 7.3.1 General Terms & Conditions

### *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. For a more detailed explanation, see Chapters 5.1 and 5.2. This chapter sets out the charges for the (access to) service facilities and services provided in those facilities (Category 2 services).

### *Charging principles and charging framework*

For information on charging principles and the charging framework, see Chapter 5.2 of the Network Statement.

### *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 methods described in the documents 'Method for transfer allocation' dated 22 August 2018 and 'Method for allocation Kijfhoek shunting hump' dated 26 August 2020. These documents are available on the [ProRail website](#).

### *Rules of procedure*

- Agreement on the charges is subject to the rules below.
  - a. 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. ◀

The services are settled on the basis of actual use or in accordance with scheduled use or agreed consumption, as indicated in Chapter 5.3 of the Network Statement

### *Charges*

Chapters 7.3.2 to 7.3.10 state the charges for the services provided by ProRail at a fixed tariff. These tariffs are stated exclusive of VAT. For charges for services from other providers, reference is made to the provider's website.

The charges included in this chapter are stated exclusive of VAT. The charges are, unless stated otherwise, indexed to price level 2022 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). For further explanation, see the paragraph Multi-year charges and bandwidth indicator below. For the period 12 December 2021 to 31 December 2021, the charges in the Network Statement 2021 in force on 11 December 2021 apply.

### *Charge scheme 2022*

For more information on the charge scheme, see Chapter 5.2 of the Network Statement.

### *Multi-year charges and bandwidth indicator*

The charges for the transfer and stabling services as described in Chapters 7.3.2 and 7.3.5 are calculated for a period of three years (2020 - 2022). This means that the charges for these services will also apply for the timetable year 2022. For the purpose of application in this year, the charges will be indexed to the price level of the timetable year concerned. Indexation to price level 2022 will take place in accordance with the development of the consumer price index (CPI) as published by the Central Economic Plan of the Netherlands Bureau for Economic Policy Analysis, whereby the CPIs used for indexation to price level 2020 and 2021 will also be updated. The way in which these charges are indexed is described in detail in the allocation methods relating to these services.<sup>152</sup>

<sup>152</sup> 'Method for allocation of transfer' dated 22/08/18 and the 'Method for allocation of stabling' dated 07/12/18.

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 transfer service: 1.91
- Indicator stabling service: 0.0368

The values of the indicators as established when recalculated for the purpose of the charges for 2021 and 2022 are:

- indicator transfer service: 2.00 (+9.4% compared to original value);
- indicator stabling service: 0.0366 (-/-0.5% compared to original value).

The deviation of the indicators from the values as established at the time of the original tariff calculation falls within the range of -5% to +5% for the stabling service, but outside that range for the transfer service. This means that the tariffs for the transfer service have been recalculated for 2022. Chapter 7.3.2.2 contains the recalculated tariffs for this service. The extra levy for passenger transport operators has also been adjusted. See Chapter 5.3.3.

#### *Transformation of ProRail into nondepartmental public bodyextra k*

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. For any consequences of this for the charges, see Chapter 5.8.2.3.

#### *Invoicing*

ProRail invoices the charges per calendar month after the end of the month concerned. For more information on invoicing, see Chapter 5.9

## **7.3.2 Passenger stations**

### **7.3.2.1 General information**

ProRail distinguishes the following services and service facilities at stations:

1. Transfer
2. Travel Information
3. Services regarding ticket sales at passenger stations
4. Use of NS Stations service facilities

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 7.3.2.2.1. Detailed information about the transfer (service) facility is available on the 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](mailto:contact@stations.nl).

### *Characteristics of passenger platforms*

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 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 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 [ProRail Logistics Portal](#).

### *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. ◀

## 7.3.2.2 Station services

### 7.3.2.2.1 Transfer

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	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	<p>Access to and use of the transfer facilities managed by ProRail on and near the railway infrastructure, as referred to in Chapter 7.3.2.1, namely:</p> <ul style="list-style-type: none"> <li>• platforms</li> <li>• tunnels leading to the platforms</li> <li>• walkways</li> <li>• escalators/stairs</li> <li>• ramps</li> <li>• lifts</li> <li>• the pedestrian routes between the public road and platform for passengers who arrive or depart on foot</li> </ul> <p>including the available:</p> <ul style="list-style-type: none"> <li>• signposting</li> <li>• cameras for security purposes</li> <li>• lighting</li> <li>• clocks</li> <li>• PA systems</li> <li>• waiting facilities</li> <li>• travel information facilities (frames, screens)</li> <li>• service facilities (frames)</li> <li>• location for ticket dispensing machines and check-in check-out posts</li> <li>• location for access control facilities (for gates)</li> <li>• location for information counter</li> </ul>
3. Description of the facility		
3.1	Locations	The joint <a href="#">website of NS Stations and ProRail</a> 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		

Passenger stations																																
4.1	Information related to the user charge	<p>The charge for the use of passenger stations per stop depends on 5 station classes and 3 train stop codes.</p> <table><tr><th rowspan="3">Station class</th><th colspan="3">Charge (per stop)</th></tr><tr><th colspan="3">Train stop code</th></tr><tr><th>A</th><th>B</th><th>C</th></tr><tr><td>Stop</td><td>€ 0.63</td><td>€ 1.04</td><td>€ 1.27</td></tr><tr><td>Basic</td><td>€ 1.10</td><td>€ 1.82</td><td>€ 2.23</td></tr><tr><td>Plus</td><td>€ 1.78</td><td>€ 2.95</td><td>€ 3.61</td></tr><tr><td>Mega</td><td>€ 2.23</td><td>€ 3.69</td><td>€ 4.52</td></tr><tr><td>Cathedral</td><td>€ 5.36</td><td>€ 8.91</td><td>€ 10.91</td></tr></table>	Station class	Charge (per stop)			Train stop code			A	B	C	Stop	€ 0.63	€ 1.04	€ 1.27	Basic	€ 1.10	€ 1.82	€ 2.23	Plus	€ 1.78	€ 2.95	€ 3.61	Mega	€ 2.23	€ 3.69	€ 4.52	Cathedral	€ 5.36	€ 8.91	€ 10.91
		Station class		Charge (per stop)																												
				Train stop code																												
			A	B	C																											
		Stop	€ 0.63	€ 1.04	€ 1.27																											
		Basic	€ 1.10	€ 1.82	€ 2.23																											
		Plus	€ 1.78	€ 2.95	€ 3.61																											
		Mega	€ 2.23	€ 3.69	€ 4.52																											
		Cathedral	€ 5.36	€ 8.91	€ 10.91																											
		<p>The volume of use, the number of stops, is determined on the basis of actual use.</p> <p>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 &lt;1000 / 10,000 / 25,000 / 75,000 / &gt;75,000 (dis)embarking passengers per day.</p> <p>The applicable train stop code (A, B, or C) is determined on the basis of the train number; subject to the rules below.</p> <ul style="list-style-type: none"><li>• 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.</li><li>• 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.</li><li>• 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.</li></ul> <p>The number of halts for setting the charge is determined on the basis of the 'departure' and 'short stop' activities in the ProRail traffic control systems, for each train for which a running characteristic is specified that indicates a passenger train; the Access Agreement sets out which train stop code applies per train number sequence. The renumbering of train numbers (including lead figures) has no impact on the original train stop code.</p>																														
4.2	Information relating to discount on the user charge	<p><i>Exemption scheme Enschede – Enschede Grens</i></p> <p>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.</p>																														
5. User conditions																																
5.1	Legal requirements	<p>Users of the service are railway undertakings that have a valid Access Agreement.</p> <p>This service is subject to the terms of delivery contained in Chapter 7.3.1 and 7.3.2.1 and Appendix 25 of the Network Statement, where reference is made to the description of this service.</p>																														
5.2	Technical requirements made of rolling stock	See Chapter 3 of the Network Statement.																														
5.3	Independent use	The railway undertaking can make independent use of the service facility.																														
5.4	IT svstems	N/A																														

Passenger stations		
5.5	User conditions	<p>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.</p> <p>As regards access by their passengers to stations and platforms, railway undertakings are referred to the text on access control facilities in Chapter 7.3.2.1 of the Network Statement. Also applicable are the user conditions stated on the <a href="#">website of NS Stations and ProRail</a>.</p>
6. Capacity request		
6.1	Access request	This service is agreed via the Access Agreement.
6.2	Handling time	A response will be given within five working days, including an explanation of the follow-up process.

## 7.3.2.2.2 Travel Information

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

Travel Information		
1. General information		
1.1	Service	<p>The Travel Information service comprises the following aspects:</p> <p>A. Informing passengers at the stations on the performance of the timetable.</p> <p>B. The provision of source data for travel information to the National Data Public Transport (NDOV) counters.</p>
1.2	Service provider	Nederlandse Spoorwegen (NS)
2. Description of the facility		
2.1	Description	<p>As regards the Travel Information service, the following types are available:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>B1. The provision of the source data of travel information on stations to NDOV counters.</p> <p>B2. The provision of other source data (not falling under B1) of travel information to NDOV counters.</p> <p><a href="#">Further information is available on the website of NS.</a></p>
2.2	Where is the service provided	<ul style="list-style-type: none"> <li>Types A1 and A2: at all stations</li> <li>Type A3: available at all stations on request</li> </ul>
3. Request		
3.1	Contact details service provider	<ul style="list-style-type: none"> <li>Types A1, A2 and B1: NS, Travel Information Service Centre, request via the email address <a href="mailto:Reisinformatie.DCRI@ns.nl">Reisinformatie.DCRI@ns.nl</a>.</li> <li>Types A3 and B2: NSR, accessible via the email address <a href="mailto:Reisinformatie.DCRI@ns.nl">Reisinformatie.DCRI@ns.nl</a>.</li> </ul>
3.2	Delivery time	On request.
3.3	Terms of delivery	<ul style="list-style-type: none"> <li>Types A1, A2 and B1 are purchased together.</li> <li>Types A3 and B2 are purchased separately.</li> <li>The services provided to passenger transport operators within the context of concessions for public transport by train and other passenger transport operators.</li> </ul>

## 7.3.2.2.3 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 7.3.2.1.

## 7.3.2.3 Facilities at stations

### 7.3.2.3.1 Use of NS Stations service facilities

NS Stations service facilities		
1. General information		
1.1	Service	NS Stations service facilities
1.2	Supplier	NS Stations
2. Description of the facility		
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 <a href="#">website of NS Stations and ProRail</a> 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.

## 7.3.2.4 Charges for station services and service facilities

For information on charges relating to the transfer service, see section 4.1 of the table in Chapter

7.3.2.2.1. The charge for the services and service facilities that are not offered by ProRail can be found on the [website of NS Stations and ProRail](#).

## 7.3.2.5 Access conditions for stations

Railway undertakings have access to the transfer facilities of the station if the railway undertaking has a valid Access Agreement, complies with the provisions of Article 27 Railways Act and complies with legal market access provisions. These provisions are set out in more detail in Appendix 7.

## 7.3.2.6 Capacity allocation at stations

The process for the allocation of capacity is described in Chapter 4.5 of this Network Statement.

## 7.3.3 Freight terminals

The railway infrastructure is connected to freight terminals for multimodal freight transshipment. Except for the freight terminals listed in Chapter 7.3.5.2.2 and Appendix 20, which are available for the transfer of goods from a lorry to a train or vice versa, ProRail does not provide specialised transshipment facilities, such as (container) terminals, for freight transport. These 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 ProRail website.

## 7.3.4 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 (see Chapter 7.3.5). ProRail screens off railway yards on the basis of a location-specific risk analysis. The capacity allocation on railway yards is described in Chapter 7.3.5.3 under the facility stabling yards.

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 the table below (Chapter 7.3.4.1).

## Railway yard tracks

According to Section 39 Rail Traffic Regulations, a railway yard includes

- a. all tracks marked with a number;
- b. the track sections of the points complex; and
- c. all tracks adjacent to the tracks referred to in items a and b, up to a maximum distance of 200m before the approach signal of the relevant yard, or up to the maximum distance before the approach signal as specified in the Network Statement.

Supplementary to item c, the maximum distance is specified at the following locations:

Railway yard	Metres
Alkmaar	340m
Amersfoort	340m
Den Haag Centraal/Binckhorst	340m
Den Haag Holland Spoor	340m
Dordrecht	340m
Enkhuizen	275m
Hoorn	275m
Leiden	340m
Leidschendam	340m
Rotterdam Centraal	340m
Rotterdam Stadium	340m
Watergraafsmeer Zuidzijde	400m

## 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 [ProRail website](#).

### 7.3.4.1 Kijfhoek shunting hump

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	Service provider	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 7.3.5.
3. Description of the facility		



Kijfhoek shunting hump						
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 on the <a href="#">ProRail Logistics Portal</a> .				
3.1.1	Opening times	Regular opening hours: from Sunday evening 14.30 hours to Saturday evening 14.30 hours (six days a week). 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 <a href="mailto:oss@prorail.nl">oss@prorail.nl</a> ).				
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 related to the user charge	<p>The tariff for the use of the shunting hump is € 0.11587 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.</p> <p>The charge for using the Kijfhoek shunting hump is levied on the 43 tracks on the Kijfhoek railway yard that are equipped with shunting facilities for the hump process. When using these tracks, the charge will always be levied, even if no use is made of the (facilities of the) shunting hump.</p> <p>The use of the tracks located on the Kijfhoek railway yard is <u>not</u> included in this charge for the Kijfhoek shunting hump. A separate charge is levied for the use of tracks. See also Chapter 7.3.5.</p>				
4.2	Information relating to discount on the user charge	<p>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 2022, 60% of the tariff per minute per track of € 0.11784 will be invoiced, being an amount of € 0.07070 per minute per track.</p> <table><tr><th colspan="2">Tariff per minute per track (including transitional scheme)</th></tr><tr><td colspan="2">€ 0.07070</td></tr></table> <p>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 7.3.5 of the Network Statement.</p>	Tariff per minute per track (including transitional scheme)		€ 0.07070	
Tariff per minute per track (including transitional scheme)						
€ 0.07070						
5. User conditions						
5.1	Legal requirements	<p>Clients of the service are railway undertakings that have a valid Access Agreement.</p> <p>The Kijfhoek shunting hump can only be used in combination with the shunting service (see Chapter 7.3.5 and Chapter 7.3.5.2.1 of the Network Statement). The conditions that apply to the shunting service therefore also apply to the use of the Kijfhoek shunting hump.</p>				
5.2	Technical requirements made of rolling stock	The service is limited to use by normal traffic, not being Exceptional Transport (see Chapter 4.7 Exceptional Transport).				
5.3	Independent use	The shunting hump in Kijfhoek is fitted with an automated hump process 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 above.				

Kijfhoek shunting hump		
5.5	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.
6. Capacity request		
6.1	Access request	The process for requesting access to and allocation of shunting and stabling tracks is described in Chapter 7.3.5.3 of the Network Statement.  Allocated capacity can be returned, subject to a notice period of one month. Capacity can be cancelled by sending a message to <a href="mailto:capaciteitsverdeling@prorail.nl">capaciteitsverdeling@prorail.nl</a> or by deleting a volume infrastructure (VII) entry in Donna.
6.2	Handling time	See Chapter 7.3.5.3 of the Network Statement.

## 7.3.5 Stabling yards

### 7.3.5.1 General information

The tracks intended for stabling may be equipped with walkways managed by ProRail, lighting and facilities for rolling stock upkeep. Railway yards can also be used for stabling if necessary. Information on the presence of facilities<sup>153</sup> is available in the form of maps. These maps are available on the [ProRail Logistics Portal](#). Information on access for road vehicles is available on request at [gebruikswaardeinfo@prorail.nl](mailto:gebruikswaardeinfo@prorail.nl). Water offered through the services concerns process water.

### 7.3.5.2 Services and facilities at stabling yards

#### 7.3.5.2.1 Stabling

Stabling		
1. General information		
1.1	Service	Tracks, possibly equipped with walkways, lighting and facilities managed by ProRail.
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	This service comprises: <ul style="list-style-type: none"> <li>The use of tracks for the parking of rolling stock between an arriving train path and a departing train path, where both train paths have a different train number<sup>154</sup>.</li> <li>The use of the WLIS application, necessary for the registration of position and loading of freight wagons at railway yards.</li> <li>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.</li> </ul>
3. Description of the facility		
3.1	Locations	Information about the available stabling yards and facilities is available in the form of maps. These maps are available on the <a href="#">ProRail Logistics Portal</a> .

<sup>153</sup> This concerns the Category 2 service facilities listed in Annex II of Directive 2012/34/EU under points 2c and 2d.

<sup>154</sup> This does not include turning trains that require a different train number due to system requirements.

Stabling		
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00. Adjusted opening hours apply to the 43 tracks on the Kijfhoek railway yard that are equipped with shunting facilities. For this, see section 7.3.4.1, part 3.1.1. At these times, no hill process control is available to serve the affected tracks.
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 related to the user charge	The charge for reserving capacity for stabling and shunting is:
		<b>Tariff per minute</b>
		€ 0.03739 + € 0.00001056 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. Exceptions are combined tracks, which consist of two tracks which follow from one other and are interrupted by an infrastructure element (e.g. a switch or a signal) or a facility (e.g. a refuelling or washing facility) and as a result contain a phasing in the numbering (e.g. A and B versions). In the case of a combined track, requested for the same period of time and by a single titleholder, the payable charge is calculated on the basis of the full effective length of the combined track. If only one track of the combined track is applied for and allocated, then only this one track will be 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.
		The charge for the use of facilities at railway yards, see Chapters 7.3.5.2.3 to 7.3.5.2.9, is included in the charge for the use of tracks for stabling.
		In case of a Time Space Slot (TSS), a bundle of tracks is requested and used. See also Chapter 6.2.10. In the case of a TSS, the tariff is charged for two tracks which form part of it, for the entire duration (in minutes) of the TSS, irrespective of the total number of tracks which make up the TSS. ProRail has designated two tracks per TSS for this purpose. If a TSS consists of one track, the tariff will be charged for only this one specific track. An overview of the tracks designated by ProRail can be found on the <a href="#">Logistics Portal</a> .
		For the RMS railway yards (Kijfhoek, IJsselmonde, Waalhaven (South, West and East), Pernis, Botlek, Europoort and Maasvlakte (East, West and West)) a correction applies to compensate for the period of stabling for non-commercial stops. This concerns stops that are not requested by railway undertakings as part of their commercial or logistics process, but stops that are inserted by ProRail as part of its traffic handling activities. The correction is calculated as follows:
		The part of the stops (expressed in minutes) at RMS railway yards that is less than or equal to 30 minutes in the total number of stabling minutes at RMS railway yards divided by two.
		This correction is calculated after the end of the calendar year on the basis of the data for 2022 and is settled with titleholders after the end of the calendar year.

Stabling		
4.2	Information relating to discount on the user charge	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. See Chapter 5.3. 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.
5. User conditions		
5.1	Legal requirements	<p>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.</p> <p>The environmental permit provides 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 <a href="#">ProRail Logistics Portal</a>. These permits contain all the provisions with which titleholders must comply.</p> <p>Railway sidings in a centrally controlled area, fitted with GRS and JADE track circuit detection, are subject to rust clearance regulations. For more information, see Chapter 6.2.7 of the Network Statement.</p> <p>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.</p> <p>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.</p>
5.2	Technical requirements made of rolling stock	The service is limited to use by normal traffic, not being Exceptional Transport (see Chapter 4.7 Exceptional Transport).
5.3	Independent use	The transport operator can independently use the assigned stabling tracks.
5.4	IT systems	N/A
5.5	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 uphill process (see Chapter 7.3.4.1 Kijfhoek shunting hump).
6. Capacity request		
6.1	Request for access to the stabling yard	<p>The process for requesting access to and allocation of stabling tracks and accompanying facilities is described in Chapter 7.3.5.3 of the Network Statement.</p> <p>Allocated capacity can be returned, subject to a notice period of one month. Capacity can be cancelled by sending a message to <a href="mailto:capaciteitsverdeling@prorail.nl">capaciteitsverdeling@prorail.nl</a> or by deleting a volume infrastructure (VII) entry in Donna.</p>
6.2	Handling time	See Chapter 7.3.5.3 of the Network Statement.

## 7.3.5.2.2 Freight terminals

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	Service provider	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 transshipment of goods from lorry to train, and vice versa.

Freight terminals		
3. Description of the facility		
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 related to the user charge	The charge for the use of the public freight terminals is included in the charge for the stabling service (see Chapter 7.3.5.2.1 of the Network Statement).
4.2	Information relating to discount on the user charge	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: - <a href="mailto:Capaciteitsverdeling@prorail.nl">Capaciteitsverdeling@prorail.nl</a> - via Order Portal (from 52/36 hours to half an hour before departure)
6.2	Handling time	The applicant will receive confirmation of the capacity allocated in writing (by email).

## 7.3.5.2.3 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 on the <a href="#">ProRail Logistics Portal</a> .
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
1.5	Information related to the user charge	The charge for the use of this service is included in the charge for the stabling service, see Chapter 7.3.5.2.1.

## 7.3.5.2.4 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 on the <a href="#">ProRail Logistics Portal</a> .
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
1.5	Information related to the user charge	The charge for the use of this service is included in the charge for the stabling service, see Chapter 7.3.5.2.1.

## 7.3.5.2.5 Filler hydrants

Filler hydrants		
1. General information		
1.1	Description	Water connections for the filling of the reservoirs of railway vehicles.
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 on the <a href="#">ProRail Logistics Portal</a> .
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	Water connections along stabling tracks.
1.5	Information related to the user charge	The charge for the use of this service is included in the charge for the stabling service, see Chapter 7.3.5.2.1.

## 7.3.5.2.6 Service points

Service points		
1. General information		
1.1	Description	Utilities to support the internal cleaning of railway vehicles.
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 on the <a href="#">ProRail Logistics Portal</a> .
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. <ul style="list-style-type: none"> <li>• hot water</li> <li>• cold water</li> <li>• sink with sewerage connection</li> <li>• fixed wall socket, 230V AC</li> <li>• fixed wall socket, 400V AC</li> </ul>
1.5	Information related to the user charge	The charge for the use of this service is included in the charge for the stabling service, see Chapter 7.3.5.2.1.

## 7.3.5.2.7 Brake-testing cabinets

Brake-testing cabinets		
1. General information		
1.1	Description	Pressurised 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 on the <a href="#">ProRail Logistics Portal</a> .
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.



Brake-testing cabinets		
1.4	Technical characteristic	Delivery point for compressed air and air hoses, available in two types: - with remote control - without remote control
1.5	Information related to the user charge	The charge for the use of this service is included in the charge for the stabling service, see Chapter 7.3.5.2.1.

#### 7.3.5.2.8 Use of guidance for (dis)embarking facility

Use of guidance for (dis)embarking facility		
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 on the <a href="#">ProRail Logistics Portal</a> .
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
1.5	Information related to the user charge	The charge for the use of this service is included in the charge for the stabling service, see Chapter 7.3.5.2.1.

#### 7.3.5.2.9 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 on the <a href="#">ProRail Logistics Portal</a> .
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
1.4	Technical characteristic	Types of paving: <ul style="list-style-type: none"> <li>• industrial concrete plates</li> <li>• asphalt</li> <li>• clinkers or street tiles</li> <li>• porphyry</li> </ul> Service pathways are positioned predominantly at the top of the sleeper and the top of the rail.
1.5	Information related to the user charge	The charge for the use of this service is included in the charge for the stabling service, see Chapter 7.3.5.2.1.

#### 7.3.5.2.10 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.

#### 7.3.5.3 Capacity allocation on railway yards and stabling yards

The starting points and procedure description for obtaining access to, and the use of, railway yards (see Chapter 7.3.4) and stabling yards for the 2022 timetable are further explained below.

### 7.3.5.3.1 Starting points

- a. ProRail will publish the capacity available for stabling and/or shunting by 1 March 2021 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 4.3). 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 4.3 may exclude access, whereby the procedures described in Chapter 4.3 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.

### 7.3.5.3.2 Submitting of requests and ad-hoc phase schedule

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](mailto: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 11 December 2021 to 10 December 2022.

For railway yards, the timetable of the annual timetable for train paths is used. Applicants must submit their request for shunting and stabling capacity by 12 April 2021 at the latest (see Chapter 4.5.1).

### 7.3.5.3.3 Submitting of requests and ad-hoc phase schedule

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 [capaciteitsverdeling@prorail.nl](mailto:capaciteitsverdeling@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;
- the RMS Client system for requests relating to freight transport at Kijfhoek;
- (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.

### 7.3.5.3.4 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. Relevant information about shifts of cargoes between carriers, demonstrably opportune new cargoes and significant changes in volumes of cargoes can be part of the coordination process.

- 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.

When proposing possible alternatives, ProRail will, as far as possible, take into account at least the operational characteristics of the alternative service facility; the substitutability of the physical and technical characteristics of the alternative service facility; the clear consequences for the attractiveness and competitive position of the rail transport service scheduled by the applicant and the estimated extra 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 The stabling of rolling stock for operational use in a scheduled transport service takes precedence over rolling stock for non-operational use (e.g. strategic reserves, new rolling stock, rolling stock intended for demolition or training purposes, etc.).
- 2 Train-related stabling and handling/shunting takes precedence over non-train related stabling and handling/shunting. In order to determine this, account is taken of:
  - Trains requested for the timetabling process and;
  - Trains realised in the current timetable.
- 3 For passenger trains, the number of loaded starting (first) passenger trains will be allocated in relation to the number of wagons (taking into account the length of the wagons).
- 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 In case of freight transport operators:
  - The relationship between train length and track length is taken into account in the allocation. The longest tracks are allocated to the transport operator using the longest trains in a scheduled transport service.
  - That holding sidings for locomotives are allocated in proportion to the expected use of these tracks.
- 6 For freight transport operators, a contract (demonstrably having cargoes and/or terminal slots within the timetable period) takes precedence over no contract.
- 7 The allocation takes into account the optimisation of the shunting process and the minimisation of shunting movements.
- 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 railway yards, a draft allocation will take place on 5 July 2021. This is open for consultation until 6 August 2021. The final allocation will follow no later than 23 August 2021.

#### *7.3.5.3.5 Procedure for ad hoc requests*

The following applies to ad hoc requests for a period to be specified during the 2022 timetable period:

Ad hoc 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 4.5 whether a new request can be accommodated

#### *7.3.5.3.6 Unused capacity and cancellation of allocated train paths*

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](mailto:capaciteitsverdeling@prorail.nl) or by deleting a volume infrastructure (VII) entry in Donna.

## **7.3.6 Maintenance services and facilities<sup>155</sup>**

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

The further provisions and procedure relating to the performance of emergency repairs and repairs are set out in Chapter 6.2.8. The tracks on which emergency recovery and *repairs* to railway vehicles must be carried out can be found on the [ProRail Logistics Portal](#).

<sup>155</sup> Except for large-scale maintenance service facilities intended only for high-speed trains or other types of rolling stock requiring specific facilities.

## 7.3.7 Other services and facilities

### 7.3.7.1 Monitoring systems

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 peak force (750 kN for the Betuweroute)
  - 30 tons axle load (32.5 tons for the Betuweroute)
  - 2.33 ratio skew load

If the stated threshold value is exceeded, the train dispatcher will inform the driver of the affected 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 with the railway undertakings. These risk-reducing systems do not affect the division 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 Appendix 23 section 30. A statement of registered high values is delivered as standard.

### 7.3.7.2 Other services and facilities<sup>156</sup>

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

## 7.3.8 Seaport and inland port services and facilities

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

## 7.3.9 Assistance and support services and facilities

ProRail has a response organisation. Services and other information in the context of disaster handling are described in Chapter 5.3.1 point n and Chapter 6.2.9. In addition, ProRail offers the possibility to make use of towage services. For this, see Chapter 5.4.3.2.

ProRail does not provide any separate assistance and support facilities. An overview of the operators of rail-related services and service facilities known to ProRail can be found on the ProRail website.

<sup>156</sup> Including cleaning and washing facilities.

## 7.3.10 Refuelling

### 7.3.10.1 General information

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.

#### *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. ◀

### 7.3.10.2 Refuelling

Refuelling		
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	Service provider	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 supply of fuel to traction vehicles. (For supply of fuel, see table 'Supply of fuel' under this table).
3. Description of the facility		
3.1	Locations	See Appendix 21
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-24:00.
3.1.2	Technical characteristic	<p>Refuelling facilities are available in three configurations, see Appendix 21 of the Network Statement:</p> <ul style="list-style-type: none"> <li>• Equipped (exclusively) for refuelling by means of the delivery unit that forms part of the refuelling facility.</li> <li>• 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').</li> <li>• Equipped (exclusively) for refuelling from a mobile tanker ('mobile refuelling').</li> </ul> <p>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.</p>
3.1.3	Planned changes	The planned changes are included in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information related to the user charge	<p>The charge for the use of the refuelling facilities with delivery system is charged by ProRail to the operator of the refuelling facilities.</p> <p>The charge for the use of the refuelling facilities is included in the charge for the stabling service (see Chapter 7.3.5 of the Network Statement).</p>
4.2	Information relating to discount on the user charge	N/A
5. User conditions		



Refuelling		
5.1	Legal requirements	<p>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.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• The conditions concerning soil protection are stated in Chapter 2.4.2.4 of the Network Statement.</li> </ul>
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
5.5	Code of conduct for mobile refuelling	<ol style="list-style-type: none"> <li>1. The railway undertaking is permitted to refuel at locations other than those stated in Article 12 of the General Terms &amp; Conditions in the cases below. <ol style="list-style-type: none"> <li>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 &amp; Conditions.</li> <li>b. Non-self-propelled equipment, present and operational for the performance of work on the railways, which are used at a construction site.</li> <li>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.</li> </ol> </li> <li>2. Application of the exceptions is subject to the conditions below. <ol style="list-style-type: none"> <li>a. The fuel tanks of the work trains and equipment shall be fully filled before commencement of work with the work trains and equipment.</li> <li>b. The refuelling of equipment can take place either directly or indirectly in order to power a generator that provides the equipment with electricity.</li> <li>c. Refuelling at locations other than those referred to in Article 12 of the General Terms &amp; Conditions requires the presence of a combination of facilities and measures as stated in Chapter 3.3 of Annex 1 in Section 3 of the Netherlands Soil Protection Guideline (NRB157) and/or the relevant provisions for temporary stationary systems and delivery systems as stated in the PGS 31580.1</li> <li>d. Refuelling at a railway yard subject to an environmental permit must take place in accordance with the relevant provisions.</li> </ol> </li> </ol>
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 4.5 of the Network Statement.

### 7.3.10.3 Supply of fuel

The fuel supply service is provided by VIVENS.

<sup>157</sup> The publication NRB 2012 (Netherlands Soil Protection Guideline) is available for consultation on the [website of Rijkswaterstaat](#).

<sup>158</sup> The publication PGS 30 for liquid fuels – aboveground refuelling facilities and delivery units is available for consultation on the [website of PGS projectbureau](#).

Supply of fuel		
1. General information		
1.1	Service	Supply of fuel.
1.2	Supplier	VIVENS, for contact particulars see the <a href="#">website of VIVENS</a> . The contact particulars of the operators are also available on the <a href="#">website of VIVENS</a> .
2. Description of the facility		
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 <a href="#">website of VIVENS</a> .
3.2	User conditions	The user conditions are available on the <a href="#">website of VIVENS</a> .

## Appendix 1 General overview map with network configuration (Chapter 2.2.1)



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.<sup>159</sup>

- 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.<sup>160</sup>

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
Born	Franciscushaven
Axel	Axelse Vlake
Venlo	Tradeport
Almelo	Dollegoor
Almelo	Bedrijvenpark Twente
Arnhem	gemeentelijke stamlijn
Oss	Elzenburg

<sup>159</sup> Appendix 1 and Appendix 2 section a Railways Allocation Decree

<sup>160</sup> Appendix 2 section b Railways Allocation Decree.

## Appendix 2 Glossary

Term	Definition																																																																																		
Access Agreement	<p>An Access Agreement is an agreement concluded between ProRail and a titleholder on the use of capacity, which at least contains provisions on:</p> <p>a. The quality of the main railway infrastructure to be provided by ProRail.</p> <p>b. The user charges.</p> <p><i>Notes:</i> See Section 59 Railways Act. See also: Capacity Agreement.</p>																																																																																		
Ad-hoc application	<p>Application for capacity for 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.</p> <p><i>Notes:</i> These are supplements to the capacity allocation as laid down in the timetable.</p>																																																																																		
Axle load	Axle load is the weight (in tons) per axle of a railway vehicle, incl. load.																																																																																		
Betuweroute	<p>The Betuweroute concerns:</p> <ul style="list-style-type: none"><li>• The Maasvlakte – Kijfhoek – Zevenaar railway line including the connected railway yards.</li><li>• The Feijenoord and IJsselmonde railway yards and the tracks that connect those railway yards to the aforementioned railway line.</li><li>• The main private siding lines (secondary railways) connected to the aforementioned railway yards.</li></ul> <p>The boundaries of the tracks connected parts of the Betuweroute with the combined network are located at the points stated in the table below.</p> <table><tr><th>Location</th><th>line-ID</th><th colspan="2">in connection</th><th>point</th></tr><tr><td rowspan="4">IJsselmonde</td><td>EF</td><td>Brdv</td><td>Rtst</td><td>km 42.000</td></tr><tr><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>267e</td><td>Rtz</td><td>IJsm</td><td>signal 960</td></tr><tr><td>266c</td><td>Rtz</td><td>IJsm</td><td>signal 962</td></tr><tr><td rowspan="4">Zwijndrecht</td><td>57</td><td>Zwd</td><td>Kfh</td><td>km 33.700</td></tr><tr><td>67</td><td>Kfhz</td><td>Zwd</td><td>signal 1380</td></tr><tr><td>68</td><td>Kfhz</td><td>Zwd</td><td>signal 1382</td></tr><tr><td>69</td><td>Kfhz</td><td>Zwd</td><td>signal 1384</td></tr><tr><td rowspan="4">Meteren</td><td>CC</td><td>BRMet</td><td>Gdm</td><td>km 147.000</td></tr><tr><td>DD</td><td>Gdm</td><td>BRMet</td><td>km 247.000</td></tr><tr><td>EE</td><td>BRMet</td><td>Zbm</td><td>km 346.600</td></tr><tr><td>FF</td><td>Zbm</td><td>BRMet</td><td>km 346.600</td></tr><tr><td rowspan="3">Elst</td><td>KK</td><td>CUP</td><td>Nm</td><td>km 290.000</td></tr><tr><td>HH</td><td>CUP</td><td>Est</td><td>km 190.000</td></tr><tr><td>GG</td><td>Est</td><td>CUP</td><td>km 190.000</td></tr><tr><td rowspan="3">Zevenaar</td><td>ZN</td><td>BRValo</td><td>Zv</td><td>km 107.200</td></tr><tr><td>ZM</td><td>BRValo</td><td>Zv</td><td>km 107.200</td></tr><tr><td>KL</td><td>Zv</td><td>BRValo</td><td>km 107.200</td></tr></table>	Location	line-ID	in connection		point	IJsselmonde	EF	Brdv	Rtst	km 42.000	ps 135 - ps 911A	Brdv	Rtst	between ps 135 and the intersection with the line between ps 903 and ps 907B	267e	Rtz	IJsm	signal 960	266c	Rtz	IJsm	signal 962	Zwijndrecht	57	Zwd	Kfh	km 33.700	67	Kfhz	Zwd	signal 1380	68	Kfhz	Zwd	signal 1382	69	Kfhz	Zwd	signal 1384	Meteren	CC	BRMet	Gdm	km 147.000	DD	Gdm	BRMet	km 247.000	EE	BRMet	Zbm	km 346.600	FF	Zbm	BRMet	km 346.600	Elst	KK	CUP	Nm	km 290.000	HH	CUP	Est	km 190.000	GG	Est	CUP	km 190.000	Zevenaar	ZN	BRValo	Zv	km 107.200	ZM	BRValo	Zv	km 107.200	KL	Zv	BRValo	km 107.200
Location	line-ID	in connection		point																																																																															
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	ps 135 - ps 911A	Brdv	Rtst	between ps 135 and the intersection with the line between ps 903 and ps 907B																																																																															
	267e	Rtz	IJsm	signal 960																																																																															
	266c	Rtz	IJsm	signal 962																																																																															
Zwijndrecht	57	Zwd	Kfh	km 33.700																																																																															
	67	Kfhz	Zwd	signal 1380																																																																															
	68	Kfhz	Zwd	signal 1382																																																																															
	69	Kfhz	Zwd	signal 1384																																																																															
Meteren	CC	BRMet	Gdm	km 147.000																																																																															
	DD	Gdm	BRMet	km 247.000																																																																															
	EE	BRMet	Zbm	km 346.600																																																																															
	FF	Zbm	BRMet	km 346.600																																																																															
Elst	KK	CUP	Nm	km 290.000																																																																															
	HH	CUP	Est	km 190.000																																																																															
	GG	Est	CUP	km 190.000																																																																															
Zevenaar	ZN	BRValo	Zv	km 107.200																																																																															
	ZM	BRValo	Zv	km 107.200																																																																															
	KL	Zv	BRValo	km 107.200																																																																															

Term	Definition
Capacity Agreement	<p>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.</p> <p><i>Notes:</i> 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.</p>
Centrally controlled area	A centrally controlled area is an area within the railway network 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	<p>A cross-over is a facility to switch tracks on an open track by means of (at least two sets of) points.</p> <p><i>Notes:</i> An example of a crossover is the Infrastructural Facility for Maintenance, which is treated as a train-path point in the scheduling process.</p>
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	<p>A disruption is a deviation from the timetable above a set standard value. Three types of disruptions can be distinguished:</p> <ol style="list-style-type: none"> <li>1. Delays equal to or larger than the operating incident standard.</li> <li>2. Cancellation for which no normal train service order has been submitted.</li> <li>3. Diversion for which no normal train service order has been submitted.</li> </ol> <p><i>Notes:</i> See Section 26 Paragraph 3 Rail Traffic Decree</p>
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	<p>ERTMS is the European standardised safety system for train traffic.</p> <p><i>Notes:</i> See also ETCS and GSM-R ERTMS comprises 3 levels</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Cabin signalling based on radio-communication, conventional train detection, fixed blocks.</li> <li>3. Cabin signalling based on radio-communication, the train reports its own position, fixed or moving blocks.</li> </ol>
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	<p>GSM-R is the wireless telecommunications network for the rail sector.</p> <p><i>Notes:</i> GSM-R is used as means of communication both for voice (driver and traffic controller) and data (between the fixed and mobile safety systems).</p>



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 network, 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	<p>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.</p> <p>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.</p> <p>See also the definition of 'open track'.</p>
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	<p>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.</p> <p>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'.</p>
Node	<p>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.</p> <p>Three types of nodes can be distinguished:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Train node: process = scheduling and performance of vehicle movements and shunting.</li> <li>• Personnel node point: process = scheduling and control of personnel services.</li> </ul>
Open track	<p>An open track is an area that connects two train-path points or two primary process line areas.</p> <p><i>Notes</i></p> <p>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.</p> <p>There are two views of open track (see also 'Macro topology'):</p> <ul style="list-style-type: none"> <li>• The PPLG view: here the primary process line areas are the nodes, and the open track, an interconnecting pipeline without exit option.</li> <li>• 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.</li> </ul>
Performance scheme	An agreement concerning the reciprocal performance of the infrastructure manager and the railway undertaking, which may include a charging system.
Platform track	<p>Track alongside the platform.</p> <p><b>Track</b></p> <p>A rail or set of parallel rails upon which railway vehicles run or that are used for stabling purposes.</p> <p><b>Platform</b></p> <p>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.</p>
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.

Term	Definition
Railway undertaking	<p>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.</p> <p><i>Synonym:</i> Transport operator.</p>
Railway yard	<p>in Section 39 Rail Traffic Regulations emplacement as follows: a railway yard includes:</p> <ul style="list-style-type: none"> <li>a. all tracks marked with a number;</li> <li>b. the track sections of the points complex;</li> <li>c. all tracks adjacent to the tracks referred to in items a and b, up to a maximum distance of 200m before the approach signal of the relevant yard, or up to the maximum distance before the approach signal as specified in the Network Statement. <p>The railway yards where a greater distance than 200m is required are listed in section 7.3.4. In Section 40 Rail Traffic Regulations it is further stated that If the safe operation of the railway so requires, the network manager shall indicate with sign 302 at the railway yard that shunting is not possible on this track or that shunting is restricted.</p> </li></ul>
Refuelling system	<p>A system for the storage of fuel, including facilities to provide railway vehicles with fuel in an environmentally sound manner.</p> <p><i>Notes:</i> In accordance with the Environmental Permit / Environmental Permit (General Conditions) Act.</p>
RNE	<p>RailNetEurope is a collaborative group of infrastructure managers throughout Europe. International timetable requests are coordinated and harmonised within RNE. (<a href="http://www.rne.eu">www.rne.eu</a>)</p>
Route	<p>Connection between two places with regard to the vehicles or vessels that regularly make use of the connection.</p>
Route section	<p>A route section is a succession of connected train-path points and open tracks, starting and ending at a train-path point.</p>
Service facility	<p>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.</p>
Shunting	<p>Shunting is the performance of shunting operations.</p> <p>Rail Traffic Decree: Shunting: All traffic movements of trains (or railway vehicles) taking place at a railway yard.</p> <p><b>Shunting operation</b> 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.</p>
Siding	<p>A siding connects a company's premises to the railway network by means of a branch line and a point switch.</p>
Slot	<p>A slot is a set of one or more infrastructure capacity units, connected in time and space, that provides space for a valid infrastructure use purpose of the railway infrastructure.</p>
Stabling line	<p><b>Stabling line</b> A stabling line is a track where trains can be stabled. Also called railway siding.</p> <p><b>Stabling</b> Stabling is the temporary placement of rolling stock that during the stationary period are not included in the timetable or involved in shunting.</p>
Station	<p>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.</p>

Term	Definition
STM	<p>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.</p> <p>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.</p>
Time-space slot	<i>Synonym: see slot</i>
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	<p>A titleholder, according to the Railways Act, is a natural person or legal entity that is authorised to conclude an Access Agreement with ProRail.</p> <p>See Section 57 Railways Act</p>
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	<p>Traffic use is the use of the railway infrastructure for traffic purposes. This is contrary to the use of the infrastructure for management purposes.</p> <p>Notes: Traffic can be distinguished into running and stationary traffic. Management is the construction, maintenance and renewal of the infrastructure. In the railway sector:</p> <ul style="list-style-type: none"> <li>Running use is the running of the train, (dis)embarking, (un)loading and shunting for the composition of trains.</li> <li>Stationary use concerns the stabling and upkeep of railway vehicles: inspections, replenishment of consumables, internal and external cleaning for hygiene purposes, minor repairs.</li> </ul>
Train path	<p>A train path is a feasible movement assigned to a train slot.</p> <p>According to Directive 2012/14/EU, a train path is: the infrastructure capacity to run a train between two places over a given time-period.</p>
Train path	<i>Synonym: see path</i>
Train service & traffic control	<p><b>Traffic control</b> The organisation of people and systems with the following tasks:</p> <ul style="list-style-type: none"> <li>ensuring railway safety</li> <li>releasing routes to users of the infrastructure</li> <li>in case of a deviation between the requested and available routes, revision of the process plan and the provision of information on the changes made</li> <li>taking appropriate measures in case of a disaster and reporting the occurrence thereof.</li> </ul> <p><b>Network traffic control</b> The organisation of people and systems with the following tasks:</p> <ul style="list-style-type: none"> <li>allocation and distribution of railway infrastructure capacity during the operational phase</li> <li>provision of information on the allocation</li> <li>evaluation of the handling of disruptions</li> </ul>
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.

Term	Definition
User restriction	<p>A user restriction is a deviation from the normal utility value of the rail infrastructure. For example:</p> <ul style="list-style-type: none"> <li>• temporary speed restrictions (TSR)</li> <li>• access norms and transport regulations</li> <li>• track exclusion</li> <li>• point switch exclusion</li> <li>• load restrictions</li> <li>• current take-up restrictions</li> <li>• environmental permit restriction</li> <li>• transport restrictions</li> <li>• noise restrictions</li> </ul>
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
PHS	High Frequency Rail Transport Programme
PPLG	Primary process line area
RIC	International coach regulations
RIV	International wagon regulations
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

Abbreviation	Meaning
VIVENS	Cooperative for the purchase and sale of power on the Dutch railway network
W-LIS	Wagon load information system

## Appendix 3 Consultation (Chapter 1.5.3)

ProRail has drawn up the Network Statement 2022 following consultation with the titleholders and other stakeholders involved. The process of consultation on the Network Statement 2022, 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 2022.

### *Start of consultations*

The draft Network Statement 2022 was made available on 28 August 2020 to:

- all railway undertakings active at that time on the main railway network managed by ProRail,
  - all administrative bodies authorised to grant concessions for passenger transport by train,
- These titleholders received a newsletter by email containing a reference to the presentation letter, the draft Network Statement 2022, the amended 'Method of allocating costs to ICT support services' and the amended 'Method of allocating costs to Kijfhoek Shunting Hump'. An overview of the main structure of the draft Network Statement 2022 and that of the Network Statement 2021 is also included for comparison. In addition, titleholders have been invited to a consultation meeting on the draft Network Statement 2022 on 22 September 2020. 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 2022.

### *Questions and comments by titleholders and stakeholders*

Titleholders and stakeholders were given an opportunity until 9 October 2020 to respond in writing to (the changes to) the draft Network Statement 2022. ProRail received substantive comments from Arriva, NS, DB Cargo, RTB Cargo and Provincie Groningen. Two reactions were not submitted through the regular consultation process and could therefore not be included in the finalisation of the Grid Statement 2022. These reactions have been answered separately.

### *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 2022. All material changes to the draft Network Statement 2022 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 General regulations on the settlement of complaints and disputes (Chapter 1.3.3)

### 1. General regulations on the settlement of complaints and disputes

#### Article 1

1. If a party is of the opinion that the other party is not complying in full with the Access Agreement or the Capacity 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 or the Capacity Agreement to which the complaint pertains. The complaint is submitted to the Account Management department of ProRail.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within fourteen 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. The dispute is submitted to the Account Management department of ProRail.
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 resolved 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 30 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 Article 30 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 Account Management department of ProRail.
2. Following receipt of the complaint as referred to in the previous paragraph, ProRail shall within fourteen 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 resolved satisfactorily, the issue is regarded as a dispute if ProRail 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. ProRail shall deal with the dispute within five working days of receipt of the notification referred to in the previous paragraph.
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 Consumer & Market Authority (ACM) designated for this purpose in Section 71, Paragraph 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 party is 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, this party can submit a written complaint via the contact form of ProRail and NS Stations: <https://stations.nl/contact>.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within ten 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 resolved 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 ten 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 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 resolved when both parties to the complaint can 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 railway undertaking has 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 3.3)**

### **1 Model Access Agreement**

The model Access Agreement 2022 reflects the services stated in the Network Statement that are offered by ProRail. The model Access Agreement 2022 is, from 1 Octobre 2021, available in two versions on the [ProRail website](#):

- A model Access Agreement 2022 to be concluded between ProRail and titleholders that qualify as railway undertakings.
- A model Access Agreement 2022 (hereinafter called 'model Capacity Agreement 2022') to be concluded between ProRail and titleholders that do not qualify as railway undertakings.

## General Terms & Conditions

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## General Terms & Conditions Access Agreement ProRail 2021 (version 31 May 2021)

### Title I. General provisions

#### **Article 1 Definitions**

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

1. (Supplementary) service licence: the licence as referred to in Section 123a(1) 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, or the body designated by law in the Netherlands as network manager as referred to in Article 3(2) of Directive 2012/34/EU
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 Paragraph 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 Chapters 5.5.1 and 5.5.2 of the Network Statement.
16. Operational Conditions: the operational conditions as included in Chapter 3.4 and 6.2 of the Network Statement.
17. Party: the network manager or the titleholder.
18. Parties: the network manager and the titleholder.
19. Loss event: an event or series of events, resulting in loss, following on from one and the same cause.
20. Railway vehicle: a vehicle intended for traffic on the railways.
21. 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 2.2.1. of the Network Statement.
22. Railway undertaking: the titleholder insofar as acting as a railway undertaking as referred to in Section 1 Railways Act.
23. 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.
24. Access Agreement: the agreement, including the appendices thereto, as referred to in Section 59 Railways Act.
25. 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.
26. Safety Certificate: the certificate as referred to in Section 32 Railways Act.
27. "Vehicle licence": the licence as referred to in Section 26k Railways Act.
28. 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.

## **Title 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 3.4.6 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* 2018, L 1124).
  - 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 final and binding court order or arbitral award.
  - 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<sup>161</sup> of the railway undertaking to railway undertakings, station managers<sup>162</sup> 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

<sup>161</sup> Regulation (EU) No. 454/2011, *OJEU* 2011, L 123.

<sup>162</sup> As defined in Regulation (EG) No. 1371/2007, *OJEU* 2007, L 315.

- values, as this concerns commercially sensitive data and the railway undertaking also qualifies this data as confidential in the sense of Article 6 Paragraph 1 letter 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 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. Infraspied 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.

### **Title 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.
- 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 public 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 use 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 must 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 set out in Chapter 4.2, 4.3, 4.5, 4.8 en 7.3.5.3 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 train 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 timetable year for less than the threshold value mentioned in Chapter 4.8.3 of the Network Statement, 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. If legal remedies are available, the network manager will use them if necessary. The network manager shall consult the titleholder(s) concerned in good time.
  - 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 122a Railways Act, a valid Admission Certificate and/or exemption as referred to in Section 26k(5) Railways Act and 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 2.4 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 eighth 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 eighth paragraph or that the infringement was in fact not committed, it will inform the network manager thereof, in writing and 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 eighth 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 eighth 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 eighth 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 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 Chapter 7.3.10 and Appendix 21 of the Network Statement (refuelling facilities).

## **Article 13 Train traffic restoration measures**

1. The parties will in case of a disruption of train 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 Chapter 6.3 of the Network Statement.
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 Chapter 6.2.9 and 6.3.4 of the Network Statement.

## **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 Paragraph 1 of 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. In urgent cases, the instruction shall be presumed to be lawful. If it subsequently transpires that the instruction was not lawfully issued, the contractual penalty issued pursuant to this paragraph shall lapse by operation of law.
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 train 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.

## **Title 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, sub a, b and c and Article 19, Paragraph 1, sub 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 which the railway undertaking is obliged to pay to counterparties to its transport contract(s) or to other third parties under statutory, European or contractual regulations and within the limits and conditions of those regulations.
  - 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 which the network manager is obliged to pay to third parties pursuant to national and/or Community law or international law and within the limits and conditions of such law.
    - 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 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 2a 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 majeure 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.

## **Title V. Financial provisions**

### **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 point 1(e) and point 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 (user) 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.

## **Title 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 is no longer a network manager in the Netherlands as referred to in Article 3(2) Directive 2012/34/EU.
  - 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 the Paragraph 1g.
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 is no longer a network manager in the Netherlands as referred to in Article 3(2) Directive 2012/34/EU.
  - b. The network manager is declared bankrupt.
  - 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 List of related documents on the Logistics Portal

1. [Aandachtspunten omgevingsvergunning Milieu](#)
2. [Aanmeldingsformulier hijswerkzaamheden](#)
3. [Aanvullende overeenkomst over lokale bijzonderheden voor het grensbaanvak Gronau – Enschede](#)
4. [Afwegingskader Versperringen 2020](#)
5. [Bepaling nuttige lengte sporen en perrons](#)
6. [Beschrijving tariefberekening minimumtoegangspakket 2020 - 2022](#)
7. [Beschrijving tariefberekening extra heffing 2020 - 2022](#)
8. [Calamiteitenplannen/Veiligheidsinformatie tunnels](#)
9. [Checklist Milieu](#)
6. [Corridorboeken](#)
7. [Format te leveren kenmerken materieel](#)
8. [Informatie met betrekking tot de infrastructuur die bij ProRail kan worden opgevraagd](#)
9. [Infratekeningen met beschikbare opstel terreinen en bijbehorende voorzieningen](#)
10. [Infratekeningen met de nuttige lengte van aanwezige aankomst-, vertrek-, opstel- en inhaalsporen per emplacement](#)
11. [Lokale bijzonderheden](#)
12. [Memo TvV pilot TTR in jaardienst 2022](#)
13. [Omgevingsvergunningen en -meldingen Milieu](#)
14. [Overzicht Functionaliteitswijzigingen en Indienststellingsdata infraprojecten](#)
15. [Overzicht Niet-Centraal Bediende Gebieden \(NCBG\)](#)
16. [Perron- en spoorlengten](#)
17. [Plaatselijke regelgeving / regelingen voor het gebruik van niet-centraal bediende baanvakken](#)
18. [Plannormen Dienstregeling 2022](#)
19. [Procedure herverdelen](#)
20. [Procedure voor het uitvoeren van noodherstel aan spoorvoertuigen op de hoofdspoorweginfrastructuur](#)
21. [Procedure vrijstelling taalniveau B1 voor machinisten op grensoverschrijdende baanvakken](#)
22. [Procedureboek Capaciteit voor Beheer](#)

- 23. [Randvoorwaarden langere treinen via Venlo](#)
- 24. [Reparatiesporen](#)
- 25. [Richtlijnen gedragsregels op spoorwegterreinen RLN00300](#)
- 26. [Startdocument jaardienstverdeling 24 x 7 patroonplanning](#)
- 27. [TijdRuimteSlots \(TRS\) Afrekensporen](#)

## Appendix 7 Operating licences and transport market access (Chapter 3.2.3)

### 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.<sup>163</sup> 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: <ul style="list-style-type: none"> <li>shunting work, or</li> <li>performing own transport, or</li> <li>traffic participation without transport activities</li> </ul>	yes	no	no
Limited operating licence exclusively for: <ul style="list-style-type: none"> <li>use of main-line railway for station facilities only or exchange facilities within the boundary of a railway yard, or</li> <li>use of a decommissioned main-line railway with self-propelled equipment or other comparable railway vehicle to carry out work on or near the main railway network</li> </ul>	no	no	no

### Transport licence

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.

#### a. Public transport:

- Public passenger transport with trains exclusively stopping at stations in the Netherlands:
  - Transport concession pursuant to Passenger Transport Act 2000, whereby the right to provide transport services is limited to the transport services described in the concession.
- Public transport by train, by a passenger transport service that does not form part of a concession as referred to in Section 20(1) and (4) of the Passenger Transport Act 2000:
  - The railway undertaking shall no later than 18 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.
  - The right of access to railway infrastructure may be restricted for passenger transport between a given point of departure and a given destination when:
    - One or more concessions have been granted for the same route or for an alternative route, and
    - The exercise of the right of access would compromise the economic equilibrium of the concession or concessions in question.

<sup>163</sup> Section 27(2)(a) Railways Act.

- 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 (3) Passenger Transport Act 2000.
- b. 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.
- c. Freight transport:
  - Domestic and cross-border freight transport: open market access, without restrictions.
- d. Non-carrying rail traffic (trial runs, empty rolling stock movements, etc.):
  - Open market access, without restrictions.

## Appendix 8 Applications, publications and reports (Chapters 2.3.9 and 3.4.6)

### 1 Delivery application

*For the benefit of optimal cooperation between ProRail and the railway undertaking, ProRail offers applications that ensure that the delivery is geared to ProRail's information needs.*

#### 1.1 Description of the application Handling and Stabling Data and Information (BODI)

With a view to the utilisation of railway yards up to ten years into the future, ProRail offers railway undertakings involved in passenger transport the opportunity to indicate their needs using the BODI (Handling and Stabling Data and Information) application, so that ProRail can take these into account when building infrastructure on railway yards. Use of this application is not compulsory, but is advised. For detailed information, see Appendix 23, section 33

### 2 . Reports

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 2.1 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 shall 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 2.2 of this appendix describes the information on types of railway vehicles that railway undertakings must provide to ProRail..

#### 2.1 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 information per station relationship;
7. transport information per train.



## 2.1.1 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.

In the report, ProRail will use classifications according to risk categories in accordance with classifications in the Regulations governing the international carriage of dangerous goods by rail (RID).

## 2.1.2 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).
- 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.
- In this statement, ProRail will use classifications according to risk categories in accordance with classifications in the Regulations governing the international carriage of dangerous goods by rail (RID).
- 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.

## 2.1.3 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 [ProRail Logistics Portal](#).

## 2.1.4 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.

## 2.1.5 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 must keep records of all shunting movements.

## 2.1.6 Transport information 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.

## 2.1.7 Transport information per train

ProRail is responsible for transfer safety on the main railway network. 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.

## 2.2 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 [ProRail Logistics Portal](#) 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 a 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 network 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 stock and locomotives used on the open track, the emission data must be gathered and reported in accordance with Procedure A of the CROW publication Technical Regulation Emission Methods 2006.<sup>164</sup>

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.<sup>165</sup> 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'. Data about new and modified railway vehicles can be sent by mail to [accountmanagement@prorail.nl](mailto:accountmanagement@prorail.nl).

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<sup>164</sup> Reference to this publication is made by Appendix IV of the Rail Traffic Noise Calculation & Measurement Regulations 2012.

<sup>165</sup> 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 2.4.1)

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 (including empty passenger vehicles) is not permitted.
4	Valburg – Nijmegen Betuweroute	Track in connecting curve near Elst direction Nijmegen (return)	Maximum train length including traction vehicle 513m.
5	Rotterdam Lombardijen – Kijfhoek Aansluiting Noord	Passenger tracks (HJ, JJ, KJ and LJ) in Barendrecht underpass	Tracks to be used exclusively by trains for: <ul style="list-style-type: none"> <li>passenger transport</li> <li>transfer of empty passenger rolling stock</li> <li>light locomotive runs</li> <li>transfer of maintenance machines (without freight wagons)</li> <li>measurement journeys</li> <li>work trains for local work</li> </ul>
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 2.4.1 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, Loven Venlo, Tradeport Almelo, Bedrijvenpark Twente Arnhem, gemeentelijke stamlijn Oss Elzenburg

\* This prior consultation does not apply to international passenger transport, such as ICE and night trains to the extent permitted, on the A15 route section between Meteren and Elst (return) in the event of planned work and in the event of emergencies on the Utrecht - Arnhem route section (return) that are rerouted, whether or not planned.

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 2.6.2)

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 2027. Work is carried out from nine areas and the projects are classified by area.

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 : 50% to 80%
  - Probable : 80% to 95%
  - Certain : from 95%

The overview is given subject to changes

### 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, 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*

Capacity enhancement plans result from infrastructure congestion statements. Provided below is an overview of the congestion statements and the resulting measures. 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.



## 1 Infrastructure projects

List of planning dates function changes infrastructure projects to end 2027				
Description	Realisation approval	Planned date	Revised date	Commissioning feasibility
<b>Area: National</b>				
Amersfoort; remove various switch points between the platforms and on the east side of the station	No	2021		Probable
Nijmegen integral	No	July 2026	July 2027	Uncertain
<b>Area: Central</b>				
Airport Sprinter infrastructure measures, extent platform Almere Buiten	No	IV 2022	December 2022	Uncertain
Amersfoort, extent stabling yard with 45-60 wagon units	No	December 2022		Uncertain
Amsterdam Westhaven, stabling passenger rolling stock	Yes	IV 2022	June 2023	Uncertain
Amsterdam Holendrecht, plan development sound barriers Amstel III		January 2021		
Amsterdam, rail silencers and noise barriers Bijlmer Bajes		October 2021		
Amsterdam Sloterdijk, reversing facilities from the direction of Zaandam, Haarlem and Schiphol Airport	No	2022-2025	June 2024	Probable
Breukelen, signal optimisation	No	p.m.	December 2023	Project on hold
Diemen, noise barrier Plantage de Sniep		October 2021		
Hilversum, realisation lane for public transport between motorway A27 and Hilversum station	Yes	October 2022		Certain
Maarsbergen, cancel level crossing by means of a tunnel	No	2024	May 2026	Uncertain
OV-SAAL medium term, Oostvaarders points	No	IV 2023		Uncertain
OV-SAAL medium term, transfer	No	2024		Uncertain
PHS Amsterdam step 1a2 – decommission railway yard Dijkgracht	No	IV 2021	September 2020	Probable
PHS Amsterdam step 1b – extent platform 2, remove switch points	No	IV 2022		Uncertain
PHS Amsterdam step 1c – extent platform 3, remove switch 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

## List of planning dates function changes infrastructure projects to end 2027

Description	Realisation approval	Planned date	Revised date	Commissioning feasibility
Watergraafsmeer: increase shunting capacity	No	2022-2024		Uncertain
Watergraafsmeer increase the stabling capacity, switch point East side	No	IV 2022	December 2022	Uncertain
Utrecht – Leiden: frequency increase through running time reduction on Bodegraven - Alphen aan den Rijn	No	p.m.	September 2022	Uncertain
Utrecht, modification level crossing Burgemeester Reigerstraat		January 2023		
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
<b>Area: North</b>				
Superstructure renewal Drenthe 2023	Yes	October 2023		Certain
Superstructure renewal Wadden 2022	Yes	II 2022		Certain
Bedum, subway ring road	No	July 2021		To be specified
Emmen Zuid: track doubling and second platform	No	2021	IV 2021	Certain
Emmen, increase stabling capacity	No	II 2021	May 2021	Uncertain
Groningen – Bremen: running time reduction	No	IV 2024	November 2024	Uncertain
Groningen Spoorzone, station expansion and Regionet collection	Yes	III 2022		Probable
Hoogeveen: speed increase	No	IV 2021	July 2022	Uncertain
Leeuwarden: simultaneousness Leeuwarden-Sneek/Harlingen-Leeuwarden, speed increase arrival Sneek and Harlingen, and service track Leeuwarden	No	2021	2022	Risicovol
Onnen Zuid: congestion statement measures Groningen - Zwolle	No	I 2021	March 2022	Probable
Winsum, subway connection N361	No	June 2022		To be specified
Zwolle - Herfte, 4 tracks Zwolle - Herfte including flyover Herfte connection and realisation GE (=freight yard) stabling yard: 21 wagon units	Yes	August 2021		Probable
Zwolle Spoort: dive-under and 4 tracks (final situation west side of Zwolle)	Yes	Juli 2021		Certain
<b>Area: North-West</b>				
Haarlem, optimisation railway yard	No	2024	-	Probable
Hoofddorp stabling yard vice versa: measures for minor driving time disputes	Yes	2021	Februari 2022	Uncertain
Hoofddorp stabling yard: increase stabling capacity	No	2024	December 2024	Certain
Houtrakpolder rail connection	Yes	II 2021	April 2021	Probable
PHS Amsterdam Sloterdijk (Haarlem corridor)	No	II 2022		Uncertain
PHS Amsterdam Sloterdijk (Alkmaar corridor)	No	2026		Probable
<b>Area: East</b>				

## List of planning dates function changes infrastructure projects to end 2027

Description	Realisation approval	Planned date	Revised date	Commissioning feasibility
Amersfoort - widening of viaducts for widening A1/A28	Yes	August 2027		Probable
Apeldoorn: remove switch points at East side of the station	Yes	2021	III 2021	Probable
Arnhem change platform track 4 into 2-phase platform	Yes	III 2021	August 2021	Probable
Renewal upper structure Gelre Nijmegen 2021	Yes	August 2021		Probable
Electrification Almelo-Marienberg	No	2025		Probable
Electrification bay platform Almelo	Yes	2021	December 2021	Probable
Electrification Zutphen-Hengelo	No	2025		Probable
Province Gelderland Regio Express Achterhoek	No	April 2027		Probable
Spoorzone Ede: commission new station	Yes	2024	December 2024	Uncertain
Spoorzone Ede: track layout and platforms ready for PHS	Yes	2022	December 2022	Uncertain
Arnhem-Nijmegen, signal optimisation	No	September 2027		Probable
Vallei Line: extra sub-station Lunteren	Yes	I 2020	I 2022	Uncertain
Higher speed Intercity Berlin	No	2026		Probable
<b>Area: Zee - Zevenaar</b>				
Havenspoorlijn: remove switch points at Rotterdam Europoort, Pernis, Waalhaven Zuid, Europoort and Botlek	Yes	2019-2022	May 2021	Certain
Havenspoorlijn, Waalhaven-Zuid restructuring railway yard for current and future process	No	2025		Uncertain
Maasvlakte Zuid / Recommission C2 turn		2025		To be specified
Metal transport	Yes	July 2021		Certain
Moerdijk, increase capacity	Yes	IV 2022	October 2022	Uncertain
Railterminal Gelderland	No	2025	May 2025	Uncertain
Rijswijk – Delft Zuid PHS, 4 tracks	Yes	III 2024	August 2024	Uncertain
Rotterdam, replace Botlekbrug with higher bridge	Yes	I 2021	April 2021	Uncertain
Rotterdam Theemswegtracé, elaboration preferred alternative Calandburg	Yes	IV 2021	November 2021	Probable
<b>Area: South-Holland North</b>				
Den Haag Binckhorst, expand stabling yard	No	December 2021	Juni 2022	Probable
Den Haag CS, conversion railway yard	Yes	2023-2025	October 2024	Probable
<b>Area: South-Holland South</b>				
Hordijk West	n.v.t.	January 2023		Certain

## List of planning dates function changes infrastructure projects to end 2027

Description	Realisation approval	Planned date	Revised date	Commissioning feasibility
<b>Area: South-East</b>				
Eindhoven – Düsseldorf	No	December 2025		Uncertain
Eindhoven: modernise stabling and handling capacity module 2	No	II 2023		Probable
Eindhoven, expand stabling capacity with 50 wagons module 4 (PHS)	Yes	II 2021	April 2021	Certain
Eindhoven, expand stabling capacity passenger rolling stock by 35 wagons (Module 1, Quick Win)	Yes	IV 2021	October 2021	Probable
Horst-Sevenum: remove points and third track	Yes	2021	IV 2021	Certain
Maaslijn (Nijmegen - Roermond): electrification	No	2023/2024	August 2023	Uncertain
Maaslijn (Nijmegen - Roermond): partial track doubling and curve adjustments (speed measure)	No	2023/2024		Uncertain
Maastricht Noord: expand station (2nd phase): service Sittard - Maastricht	No	2021	January 2024	Uncertain
Maastricht - Visé: realisation ATB EG and Vv to border including removal of points at Eijsden	Yes	IV 2020	February 2021	Probable
Sittard-Geleen, realisation Southern rail connection Chemelot	No	2022	2023/2024	Uncertain
Track doubling Heerlen-Landgraaf	Yes	II 2021	III 2022	Probable
<b>Area: South-West</b>				
Superstructure renewal Fha Liempde 2021	Yes	August 2022		Certain
Superstructure renewal locally controlled area Zeeland. Involves removal points Moerdijk and two points in Zeeuws-Vlaanderen	No	2022		Uncertain
Geldermalsen ready for PHS: 06/06/02 timetable	Yes	2021	December 2021	Probable
MGE Commission temporary track Vught, 's-Hertogenbosch – Vught, track section speed 2-track 80 km/h over 5.5 km	No	2024	September 2024	Uncertain
Roosendaal-Belgian border: TBL1 automatic train control system	No	I 2021	February 2021	Uncertain
Roosendaal: expand stabling yard module A	No	II 2024	June 2024	Probable
Roosendaal, stabling yard module B	No	II 2024	June 2024	Uncertain
Roosendaal: expand stabling yard module C	No	II 2024	June 2024	Uncertain
Roosendaal-Vlissingen: remove various points including Oudenbosch and Zevenbergen, remove third track	No	2022	Juli 2023	Probable
Electrification of tracks at Sloe railway yard	No	2023	November 2023	Probable
Remove third track 's-Hertogenbosch – Vught connection	No	2022		Probable
's-Hertogenbosch-Vught: line speed dual track 80 km/h over 5.5 km	No	2024		Uncertain
Spoorzone Rijen	No	December 2026		Uncertain

## List of planning dates function changes infrastructure projects to end 2027

Description	Realisation approval	Planned date	Revised date	Commissioning feasibility
Tilburg, accelerated arrival 4th platform track	Yes	2023	November 2023	Certain
Vibration measures Brabantroute	Yes	Februari 2021		Probable
Strengthen tractive power supply Brabantroute	Yes	December 2020	2021/2022	Uncertain

## 2 Infrastructure study projects

ProRail makes an inventory of potential future capacity bottlenecks on the main railway network 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.'<sup>166</sup>

### *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 [MIRT- Overview 2020](#), the annual explanatory notes to the budget of the Ministry of Infrastructure and Public Works.

### *High Frequency Rail Transport Programme (PHS)*

ProRail is developing plan detail studies for the High Frequency Rail Transport Programme, divided into seven 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 section 1 of this appendix.

### *Noord-Nederland Programme*

The Noord-Nederland Programme provides improved rail transport on various lines and locations. Many of the ambitions have since been realised. The new Eemshaven station, the rush-hour shuttle Assen - Groningen, the extra Sprinter Leeuwarden - Meppel and the new De Vork stabling yard in Groningen are all projects that have already been realised.

Many more adjustments to the track will follow in the coming period. In December 2020, the extra express train Groningen - Leeuwarden (after extensive track and station modifications), Leeuwarden - Sneek and the new express train Groningen - Winschoten will enter service. This will be followed by the doubling of the track between Zwolle and Herfte, the new main station in Groningen, the acceleration from 80 to 140 km/h in the curve at Hoogetveen and the conversion of the railway yard in Leeuwarden. Further in the future, a new international connection to Bremen (after restoration of the Wunderline to Leer) and the inclusion of Veendam - Stads kanaal in the regular passenger service will be considered.

All these modifications are necessary to increase capacity on the railways, offering more travel possibilities and higher and more robust frequencies. This will make connections both within the Northern Netherlands and to the Randstad conurbation faster and more reliable. The Noord Nederland Programme has an investment volume of approximately € 1 billion (via various financing flows) of which around three quarters is currently under implementation.

### *ERTMS*

#### **Programme Decision**

On 17 May 2019, the Programme Decision was presented to the House of Representatives (House of Representatives letter ERTMS Programme Decision of 17 May 2019, reference: IENW/BSK-2019/105737). The programme decision thus follows the ERTMS preference decision (Parliamentary Papers II 2013/14, 33 652, no. 14). The Railmap 4.0 (version 8.0, of 3 May 2019, reference VP20160087-321753119-104) attached to the Programme Decision summarizes the underlying file

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<sup>166</sup> Article 2(2) Management Concession 2015 - 2025.



and describes what the ERTMS programme will realize. The Programme Decision describes the replacement of ATB by ERTMS in the period up to and including 2030. This is the first step in the national implementation of ERTMS.

A number of key points from the Programme Decision are briefly described below. For more (background) information, consult the Railmap 4.0. In addition, up-to-date information on the progress of the ERTMS programme can be found on the website <https://ertms-nl.nl/>. Major changes such as changes in the rollout sequence or rescheduling will be included in the next Network Statement or in supplements to the Network Statement.

### **Baseline and Level**

For the rollout in the Netherlands it was decided to introduce ERTMS Baseline 3, Release 2 (B3R2), (System Version 2.1 for infrastructure) and Level 2. The specifications for Baseline 3 were adopted by the European Commission in 2016. The European Commission has undertaken that these specifications will remain unchanged in the coming years and that this version and any changes will remain compatible with older versions. Within Baseline 3, the latest Release 2 adopted by the European Union Agency for Railways (ERA) in 2017 has been chosen for both rolling stock and infrastructure. This release offers a number of functions that are essential for the busy rail network in the Netherlands, such as the application of GPRS.

### **ERTMS only in infrastructure and dual rolling stock deployment**

The route sections from the Programme Decision are provided with ERTMS only. This means that if ERTMS is found to be working properly, ATB will be removed from the track once and for all. From that moment on, only rolling stock equipped with compatible ERTMS equipment can be run. Drivers must be authorised to operate under ERTMS.

Before a start can be made on converting the railway infrastructure from ATB to ERTMS only, all the rolling stock that is going to run on these route sections must be equipped with ERTMS equipment. Including an ATB functionality (STM ATB), so that the rolling stock can run on both ATB and ERTMS route sections during the transition period from ATB to ERTMS.

### **Nuisance during conversion**

Reducing inconvenience during the conversion of existing rail infrastructure and rolling stock is an important aspect of implementation. However, it is very likely that there will be nuisance to rail traffic. At present, it is not yet possible to say where and when exactly this will be the case.

### **Rollout scope**

The rollout of ERTMS starts with a test route section; the Hanzelijn in combination with the Lelystad railway yard. Subsequently, the following route sections and railway yards will be equipped with ERTMS:

- Kijfhoek-Roosendaal-Belgian border
- Hoofddorp-Duivendrecht
- Roosendaal-'s Hertogenbosch, including Zevenbergschen Hoek-Breda and Tilburg-Boxtel
- OV SAAL east; Lelystad-Weesp-Duivendrecht and Amsterdam-Weesp-Hilversum, building Amsterdam CS railway yard
- Utrecht (excluding Utrecht CS)-Meteren
- Meteren-Eindhoven
- Eindhoven-Venlo-German border

The rollout scope has been determined as shown in the figure below.

Overview route sections Programme Decision



## Migration

Migration takes place in ten controlled steps, whereby technology, processes and the human factor are tested in each implementation step. The first eight steps with milestone planning are:

1. Chain management ready for operation	2021-2021
2. Logistics chain ready for operation	2024-2024
3. Passenger rolling stock converted to ERTMS starts commercial deployment with ATB	2022-2023
4. Material converted to ERTMS starts commercial deployment	2022-2023
5. Experience-learning staff start on harmonised Hanzelijn route section	2022-2023
6. Experience-learning staff start on harmonised Amsterdam-Utrecht route section	2022-2023
7. Start commercial deployment of equipment with upgrade in operations abroad	2022-2023
8. Start commercial validation on Hanzelijn / Lelystad pilot route section	2026-2026

Migration steps 9 and 10 concern the start of commercial operations under Level 2 only on the first two route sections; Kijfhoek-Roosendaal-Belgian border and Hoofddorp-Duivendrecht.

## Rollout planning

Deployment planning is as follows:

- |  |           |
|--|-----------|
| • Kijfhoek-Rosendaal-Belgian border  | 2026-2028 |
| • Hoofddorp-Duivendrecht   | 2028-2029 |
| • Rosendaal-'s Hertogenbosch, including Zevenbergschen Hoek-Breda and Tilburg-Boxtel                               | 2028-2030 |
| • OV SAAL Oost Lelystad-Weesp-Duivendrecht and Amsterdam - Weesp - Hilversum, excluding Amsterdam CS railway yard) | 2027-2029 |
| • Utrecht (excluding Utrecht CS)-Meteren   | 2028-2029 |
| • Meteren-Eindhoven  | 2030-2031 |
| • Eindhoven-Venlo-German border  | 2029-2031 |

At the moment it is not yet possible to indicate the exact dates and locations at which ERTMS will enter service and ATB will be decommissioned. During the course of the Programme this will become more clear and more precise data will be included in the Network Statement.

## Developments

The nature, scope and duration of the Programme mean that there will always be uncertainties. The Programme therefore has an adaptive character. This means that new developments, possibilities and opportunities can be responded to flexibly during implementation. For example, it has been investigated whether the Northern lines in Groningen and Friesland can be added to the scope. However, no decision has yet been taken on this.

## 3 Performance of capacity-enhancement plans

Measure	Status	Ready for operation
<b>Congestion statement 2009 (2010 Timetable), entire Waalhaven Zuid railway yard</b>		
<b>Bottleneck:</b> <ul style="list-style-type: none"> <li>Stabling yard for locomotives</li> <li>Points 207 a/b – 211 a/b (scissor points RSC)</li> </ul>		
Plan study started. Besides railway infrastructure measures, ProRail also looks at process measures (better utilisation)	Q4 2016 start development preferred variant 1st phase.	Realisation planned in 2024, possible extension to 2025
<b>Congestion statement 2011/02, Watergraafsmeer railway yard</b>		
<b>Bottleneck:</b> The requested stabling capacity exceeds the available stabling capacity.		
A stabling and handling incapacity for 30 wagon units will have been realised in 2020.  Points will be installed on the east side of Watergraafsmeer, increasing capacity.  As part of the 'Programma Behandelen en Opstellen' programme (Handling and Stabling), projects are underway at Watergraafsmeer to increase the stabling capacity.	Part of the work has started, while the rest is still in the plan development phase.	The final work will be completed in 2025.
<b>Congestion statement 2011/03, Hoofddorp railway yard</b>		
<b>Bottleneck:</b> The requested stabling capacity exceeds the available stabling capacity. The capacity enhancement plan proposes the measures below.		
A stabling capacity for 20 wagon units will be realised.	Plan development started.	2024
<b>Congestion statement 2012/03, Leeuwarden station</b>		
<b>Bottleneck:</b> NS Reizigers has requested capacity on track 3 to service its trains. Arriva has requested capacity on track 3 for its regular train service. In addition, a frequency increase is being realised between Leeuwarden and Sneek (extra express train), which requires extra platform capacity.		
To solve this problem, a number of solutions are being worked out within the Leeuwarden railway yard conversion project. New service capacity is being created for NS, so that track 3 is no longer needed for this purpose. The routes to tracks 1, 2 and 3 and 4 and 5 will be unbundled, so that they can be accessed simultaneously. The project will be combined with a comprehensive removal and replacement task, which will provide a more robust layout.	Plan development	Realised in 2023
<b>Congestion statement 2012/04, Groningen station</b>		
<b>Bottleneck:</b> 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 developed in project Groningen, Spoorknoop.	Realisation started	2020
<b>Congestion statement 2013/03, Route section Zwolle – Herfte connection</b>		

Measure	Status	Ready for operation
<b>Bottleneck:</b> 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	Realised summer 2021
<b>Congestion statement 2013/04, Arnhem - Zevenaar</b>		
<b>Bottleneck:</b> 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. The conflict between the ICE and regional trains does not appear to be resolved by double track Zevenaar-Didam. For the time being, no infrastructural measures are foreseen to solve this conflict.		
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.	Measure realised in 2019
Speed increase Zevenaar - Wehl	ditto	Measure realised in 2019
<b>Congestion statement 2013/10, Zwolle railway yard</b>		
<b>Bottleneck:</b> Due to intensification of the Arriva train service (Zwolle-Emmen) and NS Reizigers (Hanzelijn), the available stabling capacity at the railway yard is so limited that not all the desired wagon sets can be stabled and all the necessary processes can be carried out.		
The detailing of the measures to resolve the capacity bottleneck at Zwolle will form part of the Zwolle Spoort project.	Realisation started	2020
<b>Congestion statement 2014/06, Sloe railway yard</b>		
<b>Bottleneck:</b> 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 been completed	Implementation planned 2022
<b>Congestion statement 2014/07, Route section Groningen - Zwolle</b>		
<b>Bottleneck:</b> There is a timetable conflict between passenger and freight trains between Onnen and Zwolle. This is now being resolved by putting freight trains in Hoogeveen on a sidetrack so that passenger trains can pass. By making access to Onnen quicker with 1:15 points instead of 1:9 points and changes to the signalling, the freight trains in Onnen can access the main track more quickly and the stop in Hoogeveen can be cancelled.		
Combination solution consisting of a running time reduction by replacing two 1:9 points with 1:15 points and interval time reduction by adjusting the signal position (project Onnen Zuid). The	Project has started.	Realised first quarter 2022

Measure	Status	Ready for operation
measure will be effective once the Spoorzone Assen (now completed), Boogafsnijding Hoogetveen (Q2 2022) and Zwolle Spoort (Q4 2021) projects have been completed.		
<b>Congestion statement 2017/03 Moerdijk railway yard and main siding lines</b>		
<b>Bottleneck:</b> The congestion statement 'near future' Moerdijk comprises three bottlenecks: <ol style="list-style-type: none"> <li>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.</li> <li>2. The public freight terminal: at Moerdijk there are two shippers who make structural use of the public freight terminal for transshipment 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.</li> <li>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.</li> </ol>		
Extension on the south side of the Moerdijk railway yard with one platform track and one holding siding (variant B) and division of TRS1 into two TRSs.	Plan study has started Holding siding is also intended for bottleneck transport process CCT. Splitting TRS 1 implemented through Lean Moerdijk project.	2022
Division of TRS2 and TRS3, both into two TRSs.	Implementation through Lean Moerdijk project	Completed
Integral planning implemented at Moerdijk.	Implementation through Lean Moerdijk project	Completed
Bottleneck freight terminals.	For the freight terminals - apart from spread over part-days - no promising solutions have been defined for the capacity enhancement plan.	Completed
<b>Congestion statement 2017/03 Utrecht platform track 5</b>		
<b>Bottleneck:</b> Platform 3, track 5 side, is too limited. The congestion is beginning to become unacceptable, forcing people to walk too close to the platform wall and wait. This situation, available platform width in combination with current passenger numbers, does not meet the so-called rejection standard.		
Widening of platform 3, track 5 side, with compensation for the effective track length 4, which will be affected when widening platform 3.	Plan study in progress	Not yet known
<b>Congestion statement 2018/02 Amsterdam - Schiphol</b>		
<b>Bottleneck:</b> 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 Dijkgracht flyover can be realised earlier in the phased planning of PHS Amsterdam Centraal.	Bottleneck is part of the airport Sprinter study.	Not applicable
<b>Congestion statement 2018/01(Near future) West Brabant</b>		
<b>Bottleneck:</b> The congestion statement concerns four conflicts: <ol style="list-style-type: none"> <li>1. The Intercity Den Haag - Eindhoven (return) cannot serve Rotterdam Blaak station.</li> <li>2. The Moerdijk bridge does not offer sufficient capacity for 14 train paths per hour.</li> <li>3. The time slot of the Sprinters Dordrecht - Lage Zwaluwe is not in exact quarters.</li> <li>4. 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.</li> </ol>		



Measure	Status	Ready for operation
<p>There are two main causes of some of the conflicts:</p> <ul style="list-style-type: none"> <li>During the construction of the third track between Emmerich and Oberhausen, freight trains are diverted via the Brabante route. To be able to divert these trains, four freight paths Kijfhoek - Venlo return have been developed, thus complying with the applicable minimum operating levels in accordance with the Railway Capacity Allocation Decree.</li> <li>Another cause is the IC Amsterdam - Brussels return. As long as this train still runs via Dordrecht and Roosendaal, there will be competition with the other train paths requested.</li> </ul>		
<p>Conflict 1: This bottleneck cannot be solved. NS Reizigers must make an own choice between which stations to serve, taking into account the corresponding travel time from The Hague to Eindhoven return and the desired connections at the nodes.</p> <p>Conflict 2: This bottleneck is not structural. The bottleneck has been resolved now that NS International is running the Intercity to Brussels via HSL Zuid.</p> <p>Conflict 3: This bottleneck is still structural. The conflict can only be solved if there is no rerouting for freight trains.</p> <p>Conflict 4: Long transfer time at Roosendaal. This bottleneck is structural in nature. Given the timetable, the bottleneck can only be resolved if four sufficiently long platform phases are available at the same time in Roosendaal.</p>	<p>For conflicts 1 to 3 there will be no further actions from the capacity enhancement plan.</p> <p>For conflict 4, a plan study is underway into the possibilities of 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.</p>	<p>It has not yet been decided to extend track 3b/4b in Roosendaal. A commissioning date is therefore not yet known.</p>
<b>Congestion statement 2018/03 Freight paths Zuidelijke Maaslijn</b>		
<p><b>Bottleneck:</b></p> <p>The passenger train service requested by Arriva is leading to restrictions on freight traffic on the current infrastructure: freight transport operators want to have two driving options per hour in both directions. The lifting of length restrictions is also requested.</p>		
<p>The scope of the improvements on the Maaslijn includes infrastructure that largely eliminates the consequences of 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).</p>	<p>Plan development started.</p>	<p>2025</p>
<b>Congestion statement 2018/04, Kijfhoek railway yard</b>		
<p><b>Bottleneck:</b></p> <p>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.</p>		
<p>No measures result from the capacity enhancement plan.</p>	<p>Not applicable</p>	<p>Not applicable</p>

## **Appendix 11      Information on secondary railways (Chapters 2.2.1 and 2.2.2)**

### *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 Loading gauges (Chapter 2.3.4)

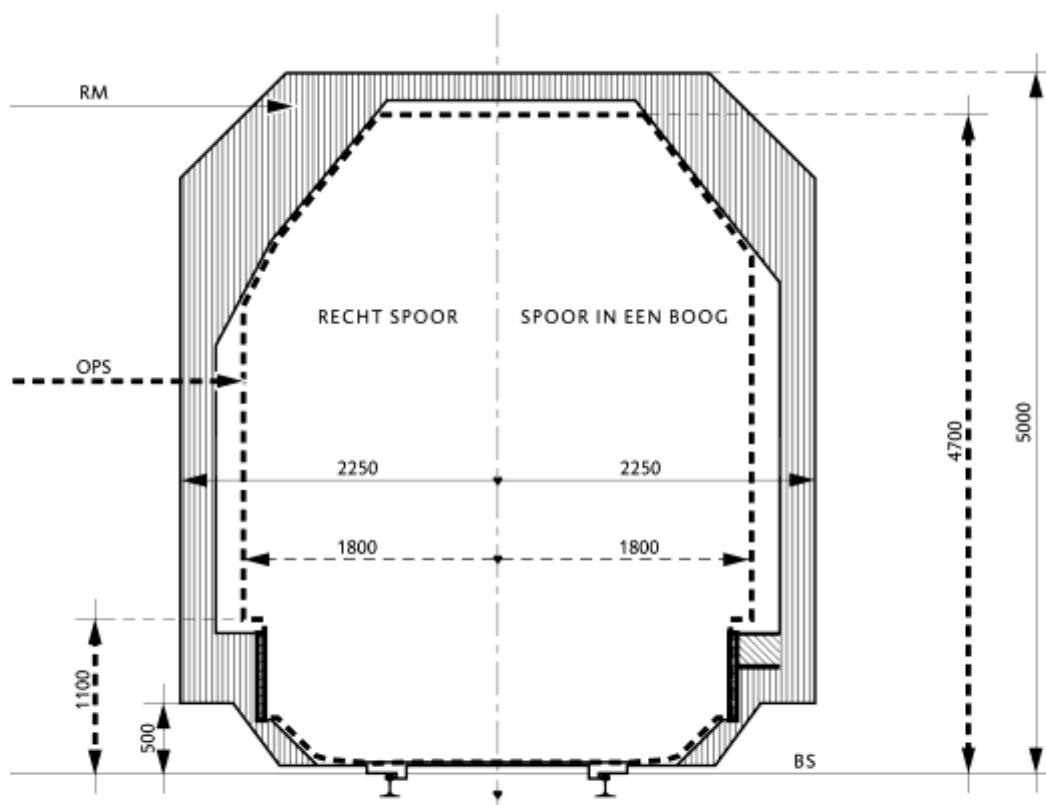


## Notes

### *Vehicle gauges for special loads*

The vehicle gauge for special loads, the so-called Red Measuring Area<sup>167</sup> (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<sup>168</sup> 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.<sup>169</sup>



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).

<sup>167</sup> 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.

<sup>168</sup> See Section 10(2) Rail Traffic Decree in which reference is made to the Railway Vehicles Service Regulations.

<sup>169</sup> Section 10(3) Rail Traffic Decree.

## Appendix 13 Axle loads and loads per unit of length (Chapter 2.3.5)

### 1 Freight transport



## 2 Passenger transport





## Appendix 14 Automatic train control systems (Chapter 2.3.13.1)



## Appendix 15 Train detection systems (Chapter 2.3.13.2)



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 <sup>170</sup>
Hengelo - Enschede
Arnhem - Nijmegen
Duiven - Zevenaar
Gouda - Alphen
Dordrecht - Geldermalsen
Maastricht - Kerkrade

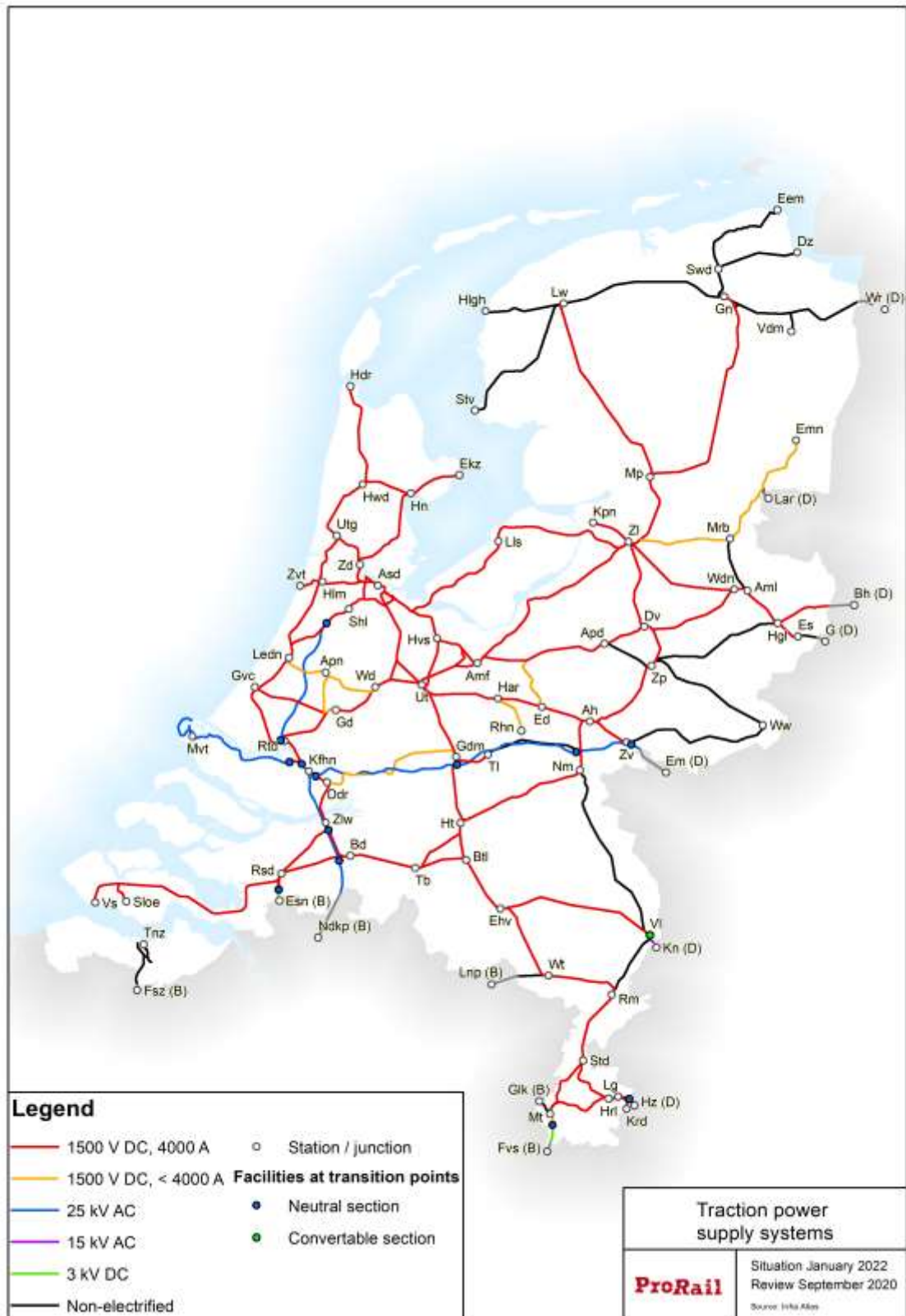
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<sup>170</sup> Situation expected as of 1 January 2021.

## Appendix 16 Route section speeds (Chapter 2.3.7)



## Appendix 17 Tractive power supply systems (Chapter 2.3.9)





## *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 2.3).



## Appendix 18 Moveable railway bridges (Chapter 2.4.5)

The numbers refer to the table below.



## 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 Hoogeveensevaart	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

## List of moveable railway bridges

No.	Bridge name	Abbreviation	Waterway	Place	Route section
60	Boterdiep	BTD	Boterdiep	Bedum	Dz - Swd
62	IJsselbrug	IJBZ	IJssel	Zutphen	Ah/Apd - Zp
64	Oude IJssel	OIJ	Oude IJssel	Doetinchem	Zv - Ww
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 lengths (Chapter 7.3.2)



## Appendix 20 Freight terminals (Chapter 7.3.5.2.2)





## Appendix 21 Refuelling facilities (Chapter 7.3.10)

Information on the refuelling facilities is provided below.





## Information on the storage capacity and flow rate of refuelling facilities

Location	Storage capacity in m <sup>3</sup>	Flow rate in l/min (via nozzle connection)	Flow rate in l/min (via spill-free connection)
Groningen De Vork	2 x 40	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 50	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.

\*\* This refuelling facility has been decommissioned. In 2023, a new tank plate for mobile refuelling will be realised at another location in Zwolle.

A HVO or Ad Blue installation is available at some locations. These are not publicly accessible, but owned by a specific railway undertaking.

## Appendix 22 Standard freight paths (Chapter 4.5.4.3)

ProRail shall publish the speed, length and acceleration characteristics of standard freight paths.<sup>171</sup>

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 the 95<sup>th</sup> 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 2.3.8.
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 timetable preparation 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 [ProRail Logistics Portal](#).

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)	Loc type	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

<sup>171</sup> Section 1 Railway Capacity Allocation Decree.

Route section	Speed (km/h)	Length (m)	Loc type	Tonnage (tons)
Onnen – Eemshaven	60	519	D6400	800
Veendam Aansluiting – Onnen	60	740	D6400	800
Onnen – Veendam Aansluiting	60	740	D6400	800

As regards unnamed non-electrified route sections, the characteristics as included in the timetable request of a train path are regarded as the characteristics of the standard freight path.

## *Electrified route sections*

The characteristics of standard freight paths on electrified sections can be consulted on the [ProRail Logistics Portal](#).

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	650	2*BR189	4000
Kijfhoek – Venlo - Kaldenkirchen	85	650	2*BR189	5400

## Appendix 23 Applications, publications and reports (Chapters 5.3.1 and 5.5)

This appendix provides a description of all the applications and reports provided by ProRail in the area of:

- Preparation
- Capacity requests
- Type
- Analysis

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 4, 5, 6 and 7 of this Network Statement.

Name	Function	For clarification, see	Part of the service in Chapter
<i>Preparation</i>			
RailMaps	Geographical information on the infrastructure and the surroundings.	Appendix 23 – 1	5.3.1
Provision of customised railway infrastructure data via Infra-Atlas	Customised data on the functionality of the railway infrastructure using Infra-Atlas data.	Appendix 23 – 2	5.5.2
Provision of GeoData	Provision of GPS/RD data on: <ul style="list-style-type: none"> <li>• Centre of the track</li> <li>• Coupling point</li> <li>• Stations</li> </ul> Timetable points	Appendix 23 – 3	5.5.2
Handling and Stabling Data and Information (BODI)	Provides support in carrying out capacity analyses for the handling and stabling of rolling stock.	Appendix 23 - 33	5.5.2
Rail and Road Signs	Graphic information on the railway infrastructure for drivers.	Appendix 23 – 4	5.3.1
Temporary speed restrictions (TSR)	Summary of temporary speed restrictions for drivers.	Appendix 23 – 5	5.3.1
FRISO (Flexible Rail Infra Simulation Environment)	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	Appendix 23 - 35	5.5.2
NEO Simulation	Simulation for testing innovations for better train running.	Appendix 23 - 37	5.5.2
<i>Capacity allocation</i>			
Donna	Planning and recording of train paths for the basic hour pattern, standard week and specific days.	Appendix 23 – 6	4.2.3 5.3.1
Btd planner	Information on capacity for management purposes.	Appendix 23 – 7	5.3.1
Btd planner reports	An excerpt from the information from the Btd planner system.	Appendix 23 – 8	5.3.1

Name	Function	For clarification, see	Part of the service in Chapter
Order Portal	Submit capacity requests for train paths in the Netherlands.	Appendix 23 – 9	4.2.3 4.8 5.3.1 6.2.4
BUTA	Application for communication relating to late requests (BuitenTermijnAanvragen) < 36 hours.	Appendix 23 - 34	5.3.1
Path Coordination System (PCS)	Submit international capacity requests and offer capacity.	Appendix 23 - 10	4.2.3 5.3.1
LOA Online	Submitting, handling and recording of local orders for shunting routes.	Appendix 23 – 11	5.3.1
RMS Client <sup>172</sup> (Rail ManagementSysteem)	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	4.8 5.3.1 6.2.4
Train numbers list (TNR)	Information on the allocation of train numbers to railway undertakings.	Appendix 23 – 13	5.3.1
<i>Type</i>			
GSM-R Voice Rail Safety	Communication between driver and train dispatcher.	Appendix 23 – 14	5.3.1
GSM-R Walkie-Talkies	Operational voice communication (point-to-point and group communication via handhelds / walkie-talkies on railway yards or in tunnels).	Appendix 23 – 15	5.5.1
WLIS	Registration of train composition data and the position and load of freight wagons on railway yards.	Appendix 23 – 16	5.3.1 6.2.5
SpoorWeb	Communication in case of disasters.	Appendix 23 – 17	5.3.1
Real-time information on train movements (VIEW)	Information on current train movements.	Appendix 23 – 18	type 1: 5.3.1 type 1 and 2: 5.5.2
Planning and performance information (according to NL standard)	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23 - 19	5.5.2

<sup>172</sup> Developments are underway within ProRail to replace the RMS Client with Feniks in the course of 2021. As soon as this service is available, you will be informed by means of a supplement to the Network Statement.

Name	Function	For clarification, see	Part of the service in Chapter
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 – 20	4.2.3 4.8 5.3.1 6.2.4
Real-time information on train movements (MeekijkVOS)	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 - 21	5.5.2
Real-time information on international train movements (TIS)	Real-time information on international passenger train and national and international freight train movements.	Appendix 23 - 22	5.5.2
RouteLint	Information for the driver on the current traffic situation on his route.	Appendix 23 - 23	5.5.2
ORBIT	Gives the driver a warning if a stop signal is approached at too high a speed.	Appendix 23 - 24	5.5.2
Provision of Rolling Stock and Train Position Service (MTPS)	The provision of real-time information on train positions on the basis of train detection systems.	Appendix 23 - 25	5.5.2
Customised incident-related data	Provision of customised incident-related data. - Current Standard Obstruction Measures - Data related to an undesired event, limited to specific titleholders.	Appendix 23 - 32	5.5.2
Punctuality Map	Real-time graphical insight into the current situation of punctuality of passenger train services.	Appendix 23 - 36	5.5.2
<i>Performance analysis</i>			
Train service report	Standard reports and data on train service performance.	Appendix 23 - 26	5.3.1
Information on train service performance: customised reports, provision of data and analyses	Customised report, data supply and analysis of the train service performance.	Appendix 23 - 27	5.5.2
Information on historic train movements (TOON)	Information on historic train movements.	Appendix 23 - 28	5.5.2
Approval Monitoring	Possibility to accept or reject the causes of train deviations registered by ProRail.	Appendix 23 - 29	5.3.1



Name	Function	For clarification, see	Part of the service in Chapter
The provision of measurement data from Quo Vadis and Hotbox systems	Measurement data on, for example, axle loads and wheel temperatures of passing rail vehicles	Appendix 23 - 30	5.5.2 7.3.7.1
Sherlock	Support in the analysing of train performances	Appendix 23 - 31	5.5.2

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 application RailMaps

RailMaps		
1. General information		
1.1	Facility	RailMaps is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	<p>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.</p> <p>Some examples of object types that are included in RailMaps:</p> <ul style="list-style-type: none"> <li>• Railway objects such as points, branch sections (+ maximum local speeds), buffer stops, signals, matrix indicators, buildings with regard to energy supply and refuelling facilities.</li> <li>• 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.</li> <li>• 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.</li> <li>• Schematic drawings that can be requested via RailMaps (Infra Atlas is the source of these data).</li> </ul> <p>Other data such as slope data, track distances and aerial photographs.</p> <p>The provision of specific customised data on the functionality of the railway infrastructure is possible from Infra Atlas, see Appendix Appendix 23-2.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	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.
3.1.2	Technical characteristic	The application is made available by means of authorisation via the Internet.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	The use of this application is free of charge.

RailMaps		
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	The user accepts the Railmaps disclaimer: <a href="https://prorailbv.sharepoint.com/teams/T2017_0069/bieb1/disclaimer.pdf">https://prorailbv.sharepoint.com/teams/T2017_0069/bieb1/disclaimer.pdf</a>
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">here</a> for more information about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a> .
6.2	Handling time	Available immediately upon request.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 2 Description of the provision of customised railway network 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 publication service that falls under Category 4 of Annex II to Directive 2012/34/EU.
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 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).
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	On request, depending on specific wishes.
3.1.2	Technical characteristic	One or more data files (text files).
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	On request, depending on specific wishes
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A

Provision of customised railway infrastructure data via Infra-Atlas		
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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

### 3 Description of the publication GeoData

Provision of GeoData		
1. General information		
1.1	Facility	Provision of GeoData is a publication service under Category 4 of Annex II to Directive 2012/34/EU.
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 facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of publication: 7x24 hours (subject to fixed times for maintenance to be determined). Availability of ancillary services: only during office hours.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	The use of this publication is free of charge.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
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 Internet.
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 4 Description of the application Rail and Road Signs

Rail and Road Signs		
1. General information		
1.1	Facility	Rail and Road Signs is a publication, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	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 controlled by ProRail.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	On request, depending on specific wishes
3.1.2	Technical characteristic	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.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This publication is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
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.
6. Capacity request		
6.1	Access request	a) A download of the Rail and Road Signs Signs in PDF format via <a href="#">RailDocs</a> . b) A description in XML format: via Product Management Information and ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 5 Description of the publication Temporary Speed Restrictions (TSB)

Temporary speed restrictions (TSR)		
1. General information		
1.1	Facility	Temporary speed restrictions is a publication, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	NSR Reizigers takes care of production and distribution at the instructions of ProRail.
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	The publication IAM (information to drivers) includes information on temporary speed restrictions (TSB) displayed by placed (L, A and E) signs. The TSB is sent as a weekly

Temporary speed restrictions (TSR)		
		and daily publication. The weekly publication contains all speed restrictions applicable during the relevant week. The day publication provide supplements and/or changes to the week publication.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	On request, depending on specific wishes.
3.1.2	Technical characteristic	<p>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, direction of travel, time period and applicable speed. It is also possible to make a distinction according to train type, reason and particularities (placement of signs and/or signals).</p> <p>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.</p>
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This publication is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	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., <a href="mailto:planning@transportoperator.country">planning@transportoperator.country</a> , whereby the name of the railway undertaking is stated under 'transport operator').
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Internet connection, email account and software program to open PDF files. The data is provided via the Internet. There is a guaranteed transmission, as well as a 24-hour waiting service.
6. Capacity request		
6.1	Access request	NS Reizigers takes care of production and distribution at the instructions of ProRail.  Request via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within six working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 6 Description of the application Donna

Donna		
1. General information		
1.1	Facility	Donna is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

Donna		
2.1	Description	<p>This application concerns the planning, requesting and allocation of all forms of infrastructure use at both network and node level.</p> <p>In Donna, titleholders can make their own planning and request capacity, but can also opt to assign these tasks to a third party.</p> <p>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.</p> <p>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.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	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.
3.1.2	Technical characteristic	An authorisation <sup>173</sup> (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.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	<p>Donna is made available to all titleholders with an Access Agreement or Capacity Agreement.</p> <p>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).</p> <p>Use of Donna is subject to the procedures laid down by ProRail.</p> <p>The use of DONNA is subject to a duty of confidentiality in accordance with Article 7 of the General Terms &amp; Conditions (see Appendix 5 to this Network Statement).</p> <p>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.</p> <p>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.</p>
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	Via Donna Service Organisation ( <a href="mailto:Donna@prorail.nl">Donna@prorail.nl</a> ).
6.2	Handling time	A maximum handling time of 5 working days is set between the request for and granting of access to the application.
6.3	Information on capacity availability and	N/A

<sup>173</sup> An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.



Donna		
	temporary capacity restrictions	

## 7 Description of the application Btd planner

Btd planner		
1. General information		
1.1	Facility	Btd planner is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	<p>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.</p> <p>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.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	Access to the application Btd planner via an external ProRail account.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">_</a> for more information about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> <p>If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 8 Description of the application Btd planner reports

Btd planner reports		
1. General information		
1.1	Facility	Btd planner reports is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	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.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	Access to the Btd planner application via an external ProRail account.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
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 Internet.
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">for more information</a> about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> <p>If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 9 Description of the facility Order Portal

Order Portal		
1. General information		
1.1	Facility	The Order Portal is a facility included in the Train Path service under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

Order Portal		
2.1	Description	<p>Applicants can use the Order 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.</p> <p>Capacity requests can be submitted on the portal for the timetable phase, the ad hoc phase and the traffic control phase.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	Access to the "Capacity requests" option within the web-based application GMS <sup>(174)</sup> , which runs on an Internet browser.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This facility is provided as part of the Train Path service, see Chapter 5.3.1. A graduated scale is used for this facility. If more accounts are purchased than agreed in the graduated scale, additional costs of € 652.07 per account are charged.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">for more information about the application process</a>.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> <p>If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the facility.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 10 Description of the application Path Coordination System (PCS)

PCS		
1. General information		
1.1	Facility	Path Coordination System is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.

<sup>174</sup> GMS is ProRail's Generic HMI (HMI = Human Machine Interface) System. This system forms a single portal for end users within which various functionalities focused on the operation (such as WLIS and the Order Portal) can be launched and handled.

PCS		
1.2	Service provider	RNE
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	<p>PCS is a web application made available by RNE to the infrastructure managers and all capacity applicants.</p> <p>PCS supports the communication and coordination process of international capacity requests and allocations.</p> <p>Moreover, the service supports railway undertakings and other applicants in studies and the preparation of requests.</p>
3. Description of the facility		
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). The RNE helpdesk is available on working days from 08.00-16.00 hours.
3.1.2	Technical characteristic	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.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	The service is also made available within the context of the capacity allocation process.
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	Via the OSS (OSS@ProRail.nl)
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 11 Description of the application LOA Online

LOA Online		
1. General information		
1.1	Facility	LOA Online is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	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. This application cannot be used at Kijfhoek. For

LOA Online		
		requesting shunting routes at Kijfhoek, use must be made of RMS Client(see Appendix 23, section 12)
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	Access by means of an Internet browser to LOA Online, a web-based application.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>• If your company is not yet a client of ProRail, you can click <a href="#">for more information</a> about the application process.</li> <li>• If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> <li>• <a href="#">IDM</a>.</li> </ul> <p>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".</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 12 Description of the application RMS Client / Feniks

RMS Client (Rail Management System) / Feniks <sup>175</sup>		
1. General information		
1.1	Facility	RMS is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

<sup>175</sup> Developments are underway within ProRail to replace the RMS Client with Feniks in the course of 2021. As soon as this service is available, you will be informed by means of a supplement to the Network Statement.

RMS Client (Rail Management System) / Feniks <sup>175</sup>		
2.1	Description	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 Betuwe Line, 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. RMS Client will be replaced at the end of 2021 by a new system called Feniks. The available functionality in Feniks will be similar to RMS Client.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	The user is provided with a username and password to gain access to RMS Client. A new method similar to the WLIS login method will be used for Feniks.
3.1.3	Planned changes	Replace RMS Client with Phoenix, improved login method.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	The railway undertaking uses this system to get access to data of 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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection. Access is limited on the basis of location by means of IP address. Feniks will not use location limitation but 2 factor login by means of a GRID token.
6. Capacity request		
6.1	Access request	Via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	A maximum handling time of four weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 13 Description of the application Train Number List (TNR)

TNR		
1. General information		
1.1	Facility	TNR is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	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 contains no "frozen" positions.



TNR		
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	An authorisation <sup>176</sup> with which access is given to the application, and the functionalities that can be used within the authorisation.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	N/A
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection. Access is limited on the basis of location by means of IP address.
6. Capacity request		
6.1	Access request	Via trainnumbers@prorail.nl
6.2	Handling time	A maximum handling time of 5 working days is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 14 Description of the radio-communication system GSM-R Voice Rail Safety

GSM-R Voice Rail Safety		
1. General information		
1.1	Facility	GSM-R is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	<p>The radio-communication system for rail safety offers the functionalities below.</p> <ul style="list-style-type: none"> <li>• Conversations between traffic control and drivers on the basis of train number.</li> <li>• Receipt by drivers of general calls by traffic control.</li> <li>• Sending of alarm calls by drivers to traffic control and vice versa.</li> </ul> <p>All conversations are recorded for safety purposes.</p> <p>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.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.

<sup>176</sup> An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.

GSM-R Voice Rail Safety		
3.1.2	Technical characteristic	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 related to the user charge	This facility is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	<p>ProRail reserves the right to set off external costs in case of misuse of the GSM-R service.</p> <p>An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</p> <p>The communication between driver and train dispatcher is recorded. These sound recordings are used in case of an incident, accident or dangerous situation, but also for e.g. training purposes and improving operating processes. For more information, see ProRail's privacy statement at <a href="http://www.prorail.nl">www.prorail.nl</a>. Railway undertakings are obliged to inform their drivers that recordings are made.</p>
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 must be used.
6. Capacity request		
6.1	Access request	SIM card request via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	A maximum handling time of two weeks has been set between the request for and delivery of the GSM-R SIM card.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 15 Description of the radio-communication system GSM-R Walkie-Talkies

GSM-R Walkie-Talkies		
1. General information		
1.1	Facility	GSM-R Walkie-Talkies is a service facility under Category 4 of Annex II to Directive 2012/34/EU.
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	<p>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.</p> <p>A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.

GSM-R Walkie-Talkies		
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 related to the user charge	On request, depending on specific wishes (see Chapter 5.5.1).
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).  The communication between driver and train dispatcher is recorded. These sound recordings are used in case of an incident, accident or dangerous situation, but also for e.g. training purposes and improving operating processes. For more information, see ProRail's privacy statement at <a href="http://www.prorail.nl">www.prorail.nl</a> . Railway undertakings are obliged to inform their drivers that recordings are made.
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 must be used.
6. Capacity request		
6.1	Access request	Via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	A handling time of two weeks to six weeks is set between the request for and delivery of the GSM-R SIM card.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 16 Description of the facility WLIS (wagon load information system)

WLIS		
1. General information		
1.1	Facility	WLIS is a facility, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	WLIS is offered by ProRail to railway undertakings in which the status of the departure composition of a freight train can be seen by the emergency services.  WLIS includes the functionality previously provided by the W-LIS (formerly IGS) and OVGS applications. 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 service consists of the WLIS application, the Digital Shunting Assistant and the reporting insight application WCM (WLIS CaseManagement).

WLIS		
		<p>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 <i>Basisnet spoor</i> safety regulations.</p> <p>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.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	<p>Availability of facility: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined).</p> <p>Availability of ancillary services: 7x24 hours.</p>
3.1.2	Technical characteristic	<p>Access to the "WLIS Departure Composition" option in the web-based application GMS<sup>177</sup>, which runs on an Internet browser.</p> <p>Access to the WLIS DRA application, (this is the Digital Shunting Assistant offered as an application) which runs on an Apple or Android device.</p> <p>Access to the web-based application WCM (WLIS CaseManagement), which runs on an Internet browser.</p>
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This facility is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	<p>The application can be accessed from any computer with a fairly recent browser* and an internet connection.</p> <p>*The operation of WLIS and WCM is only guaranteed in EDGE, FireFox and Chrome.</p>
6. Capacity request		
6.1	Access request	Via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	<p>A maximum handling time of two weeks is set between the request for and granting of access to the facility.</p> <p>The creation of a super user account requires approx. 3 to 4 weeks.</p>
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 17 Description of the application SpoorWeb

SpoorWeb		
1. General information		
1.1	Facility	SpoorWeb is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail

<sup>177</sup> GMS is ProRail's Generic HMI (HMI = Human Machine Interface) System. This system forms a single portal for end users in which various functionalities can be started up and handled according to the operation.

SpoorWeb		
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	<p>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.</p> <p>The user type (view/change) can be set per employee, according to the client's specifications.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	Access to the web-based SpoorWeb application, which runs within a browser guaranteed by ProRail.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1. A graduated scale is used for this application. If more accounts are purchased than agreed in the graduated scale, additional costs of € 3,282.24 per account are charged.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">for more information</a> about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> <p>If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 18 Description of the application VIEW (real-time information on train movements application)

Real-time information on train movements (VIEW)	
1. General information	

Real-time information on train movements (VIEW)		
1.1	Facility	VIEW (Real-time information on train movements) is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	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. This application is available in the following types: <ul style="list-style-type: none"> <li>Type 1: VIEW access via the Internet</li> <li>Type 2: VIEW access via OCCR workplace</li> </ul>
3. Description of the facility		
3.1	Locations	No restrictions are attached to type 1. A railway undertaking can only acquire a type 2 VIEW subscription if it is a member of the OCCR tenants association and has a workplace at the OCCR.
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	For VIEW there is a JAVA version available that supports JNLP and a version that also works without JNLP.
3.1.3	Planned changes	The ICT service VIEW will only be available on the basis of a personal account from 2022. In the course of 2022, access based on functional accounts will be converted to access based on a personal account.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1. A graduated scale is used for this application. If more accounts are purchased than agreed in the graduated scale, additional costs of € 1,226.32 per account are charged.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">here</a> for more information about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a> .
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A



## 19 Description of the publication Plan and performance information (according to Dutch 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 publication that falls under Category 4 of Annex II to Directive 2012/34/EU.
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 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 facility		
3.1	Locations	N/A
3.1.1	Availability	Availability: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	The use of this service is subject to a charge of € 2,595.58 per connection. This concerns the charge for the use, the implementation concerns customisation for which a price proposal is made on request.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
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 direct connection.
6. Capacity request		
6.1	Access request	Request via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 20 Description of the publication Capacity requests and planning & performance information (according to TAF/TAP TSI standard)

Capacity requests and planning & performance information (according to TSI TAF/TAP standard)		
1. General information		
1.1	Facility	Capacity requests and planning & performance information (according to TSI TAF/TAP standard) is a publication, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

Capacity requests and planning & performance information (according to TSI TAF/TAP standard)		
2.1	Description	<p>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:</p> <ul style="list-style-type: none"> <li>• The "Path Request" message (based on Chapter 4.2.2.2 of TSI TAF and 4.2.17.1 of TSI TAP).</li> <li>• The "Path Details" message (based on Chapter 4.2.2.3 of TSI TAF and 4.2.17.2 of TSI TAP).</li> <li>• The "Path Details Refused" message (based on Chapter 4.2.2.5 of TSI TAF and 4.2.17.5 of TSI TAP).</li> <li>• The "Path Confirmed" message (based on Chapter 4.2.2.4 of TSI TAF and 4.2.17.4 of TSI TAP).</li> <li>• The "Receipt Confirmation" message (based on Chapter 4.2.2.8 of TSI TAF and 4.2.17.7 of TSI TAP).</li> <li>• The "Path not available" message (based on Chapter 4.2.2.7 of TSI TAF and 4.2.17.8 of TSI TAP).</li> <li>• The "Path Cancelled" message (based on Chapter 4.2.2.6 of TSI TAF and 4.2.17.6 of TSI TAP).</li> <li>• The "Path Coordination" message (based on European sector agreements).</li> <li>• The "Error" message (based on European sector agreements).</li> </ul> <p>The capacity request messages will be implemented in 2021. ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages.</p> <p>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.</p> <p>The provision of performance information on the basis of the TSI TAF/TAP messages:</p> <ul style="list-style-type: none"> <li>• The "Train Running forecast" message (in accordance with Chapter 4.2.4.3 TSI TAF).</li> <li>• The "Train Running information" message (in accordance with Chapter 4.2.4.2 TSI TAF).</li> <li>• The "Train Running Interruption" message (in accordance with Chapter 4.2.5.2 TSI TAF).</li> </ul> <p>The messages will be delivered on the basis of the Operational Train Number and will in time be replaced with the Train_ID. titleholders can (after implementation of the TSI messages) already request capacity with a message provided with a TrainID.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	Possibility to request capacity and receive planning & performance information (according to TAF/TAP TSI standard).
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This publication is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).

Capacity requests and planning & performance information (according to TSI TAF/TAP standard)		
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Communication exclusively takes place between the Common Interface of ProRail the Common Interface of the railway undertaking.
6. Capacity request		
6.1	Access request	Request via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 21 Description of the application MeekijkVOS (Real-time information on train movements)

Real-time information on train movements (MeekijkVOS)		
1. General information		
1.1	Facility	MeekijkVOS is a service under Category 4 of Annex II to Directive 2012/34/EU.
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	Real-time information on train movements of railway undertakings in the Netherlands using a view function in the traffic control system of ProRail by means of the MeekijkVOS application.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	The use of this application is subject to a charge of € 1,008.09 per account.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection. Access to the MeekijkVOS application via een Citrix account, after which the view screens appear.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">here</a> for more information about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul>

Real-time information on train movements (MeekijkVOS)		
		If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a> .
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 22 Description of the application TIS (Real-time information on international passenger train and national and international freight train movements)

TIS		
1. General information		
1.1	Facility	TIS is an application under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	RailNetEurope ( <a href="mailto:support.tis@rne.eu">support.tis@rne.eu</a> )
1.3	Term of validity	The service is offered during the term of the Network Statement.
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 international passenger train and national and international freight train movements. The system also includes an interface for exporting data in TSI format to own systems.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to emergencies and fixed maintenance periods, which are yet to be determined).
3.1.2	Technical characteristic	Use is provided with a username and password to gain access to TIS.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	The use of this service is free of charge.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	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.
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a fairly recent browser and an internet connection.
6. Capacity request		
6.1	Access request	Via RailNetEurope ( <a href="mailto:support.tis@rne.eu">support.tis@rne.eu</a> )
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 23 Description of the application RouteLint

RouteLint		
1. General information		
1.1	Facility	RouteLint is an application under Category 4 of Annex II to Directive 2012/34/EU.
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	<p>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.</p> <p>The timetable information shown in the app (the service card) represents only a limited part of the timetable of the displayed train. The complete timetable provided by the train driver remains leading.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	The use of this service is subject to a charge of € 0.00329 per forecast train kilometre.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
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	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">here</a> for more information about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> <p>If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 24 Description of the application ORBIT

ORBIT		
1. General information		
1.1	Facility	ORBIT is an application under Category 4 of Annex II to Directive 2012/34/EU.
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	<p>ORBIT gives a warning to the driver if a red signal, buffer stop or stop sign is approached at too high a speed in the centrally controlled area.</p> <p>The service consists of the supply of:</p> <ol style="list-style-type: none"> <li>1. Application on the hardware in the train.</li> <li>2. Orbit monitoring reports</li> <li>3. Daily provision of the ORBIT performance data.</li> <li>4. Implementation of the relevant rolling stock data at the request of the transport operator</li> <li>5. The possibility to switch off the sound on the train at the request of the transport operator.</li> </ol>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
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 related to the user charge	The use of this service is subject to a charge of € 0.00536 per forecast train kilometre. This concerns the charge for the use, the implementation concerns customisation for which a price proposal is made on request.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The railway undertaking must have appropriate equipment.
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 25 Description of the publication MTPS (Provision of Rolling Stock and Train Position Service)

MTPS		
1. General information		



MTPS		
1.1	Facility	Provision of Rolling Stock and Train Position via MTPS is a publication under Category 4 of Annex II to Directive 2012/34/EU.
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	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 facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	The use of this publication is free of charge.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 26 Description of the standard report and data supply on train service performance

Standard reports and provision of data on train service performance		
1. General information		
1.1	Facility	Standard reports and provision of data on train service performance is a report, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		

## Standard reports and provision of data on train service performance

2.1	Description	<p>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.</p> <p>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.</p> <p>Standard traffic performance data supply: provision of measurement data of the performance of the own train service.</p> <p>The report and data concern the main railway network managed by ProRail, excluding the locally controlled areas.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Depending on the agreed frequency.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This publication is provided as part of the Train Path service, see Chapter 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	Agreements on the train service performance reports are included in the Access Agreement.
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The information products are delivered to a standard email address specified by the railway undertaking. From this email address, the authorised customer can distribute the products within his own organisation.
6. Capacity request		
6.1	Access request	Via the Performance Analysis Office ( <a href="mailto:PAB@prorail.nl">PAB@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 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/timetable point/network
Detailed activities	Planning and realisation times at train number level.	day	train number/activity/timetable point
Delays	Arrival and departure activities at timetable points per train number in the event that the standard time specified by the client is exceeded.	day/week	train number/activity/timetable point

Detailed explanation of the standard report on the performance of the train service			
Products	Notes	Frequency	Range
Delay counts	Number of arrival and departure delays at a timetable point in a period.	Week/month/quarter/year	train number/activity/timetable point
Punctuality	Arrival and departure activities at timetable points per train series within a standard time specified by the client.	day/week/month/quarter/year	series/activity/timetable 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/timetable 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
Parking	Duration of the parking of freight trains on railway yards.	day/week/month	transport operator/train number

## 27 Description of the report 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	Facility	Information on train service performance: customised reports, provision of data and analyses is a service that falls under Category 4 of Annex II to Directive 2012/34/EU.
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	<ul style="list-style-type: none"> <li>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.</li> <li>Customised data provision: receipt of customised data on the performance of the own train service.</li> <li>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.</li> </ul>
3. Description of the facility		
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 related to the user charge	On request, depending on specific wishes.

Information on train service performance: customised reports, provision of data and analyses		
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The information products are delivered to a standard delivery e-mail address specified by the railway undertaking. The authorized customer can distribute the products within his own organization from this email address.
6. Capacity request		
6.1	Access request	ProRail – request via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 28 Description of the application TOON (Information on historic train movements)

TOON		
1. General information		
1.1	Facility	TOON is is an application under Category 4 of Annex II to Directive 2012/34/EU.
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	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 facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: working days between 08.00 and 18.00 hrs
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	The use of this service is subject to a charge of € 556.10 per account.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A

TOON		
5.4	IT systems	Users require Internet access with at least Internet Explorer 9 as the browser.
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">here</a> for more information about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> <p>If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 29 Description of the application Approval Monitoring

Approval Monitoring		
1. General information		
1.1	Facility	Approval Monitoring is an application, included in the Train Path service, under Category 1 of Annex II to Directive 2012/34/EU.
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	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.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train Path service, see Chapter 5.3.1. A graduated scale is used for this application. If more accounts are purchased than agreed in the graduated scale, additional costs of € 970.24 per account will be charged.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Access to the Approval Monitoring application on the ProRail network is provided via a Citrix account.
6. Capacity request		

Approval Monitoring		
6.1	Access request	Via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	A maximum handling time of one month is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 30 Description of the publication providing 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	Facility	The provision of measurement data from Quo Vadis and Hotbox systems is an application that falls under Category 4 of Annex II to Directive 2012/34/EU.
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	<p>The system is available in 3 variants:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>Customised reports. Delivery depends on wishes.</li> </ul> <p>More product information about Quo Vadis is available at <a href="mailto:materieelimpact@prorail.nl">materieelimpact@prorail.nl</a>.</p> <p>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. For more information, see also Chapter 7.3.7.1.</p>
3. Description of the facility		
3.1	Locations	Measurements are taken at 45 Quo Vadis and 31 Hotbox locations.
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: 7x24 hours.
3.1.2	Technical characteristic	<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>peak force</li> <li>axle load</li> <li>skew load</li> <li>train weight</li> <li>train speed</li> <li>temperature of the running surface of the wheels and axle boxes</li> </ol>



The provision of measurement data from Quo Vadis and Hotbox systems		
		a. Customised reports
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	On request, depending on specific wishes.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	The handling time between the request for and granting of access to the application is. 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

## 31 Description of the application Sherlock

Sherlock		
1. General information		
1.1	Facility	Sherlock is an application under Category 4 of Annex II to Directive 2012/34/EU.
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	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 facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: working days between 08.00 and 18.00 hrs
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 related to the user charge	On request, depending on specific wishes.

Sherlock		
4.2	Information relating to discount on the user charge	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	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>If your company is not yet a client of ProRail, you can click <a href="#">here</a> for more information about the application process.</li> <li>If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> </ul> <p>If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</p>
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 32 Provision of customised incident-related data

Provision of customised incident-related data		
1. General information		
1.1	Provision	Provision of customised incident-related data is a publication 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 this Network Statement.
2. Function		
2	Description	<p>Provision of customised incident-related data (on condition that the data are available in SpoorWeb). These data can be read into own applications or used for analysis purposes.</p> <p>The following data streams are delivered:</p> <ul style="list-style-type: none"> <li>- Current Standard Obstruction Measures (without image)</li> <li>- Data related to an undesired event, limited to specific titleholders.</li> </ul>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Standard Obstruction Measures, daily file delivery (once a day). Support management services: during office hours.
3.1.2	Technical characteristic	Standard Obstruction Measures are delivered as one or more data files (xml-file).
3.1.3	Planned changes	<p>The following data streams are delivered:</p> <ul style="list-style-type: none"> <li>- Applied Obstruction Measures</li> </ul>
4. User costs		
4.1	Information regarding user charge	There are no additional costs associated with its use. However, the set-up costs (€15K) are charged when the data stream is purchased.
4.2	Information regarding discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
5.2	Technical requirements made of rolling stock	N/A
5.3	Self-provision of rail-related services	N/A
5.4	IT systems	No specific conditions
6. Capacity request		
6.1	Access request	Via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

### 33 Description of the Handling and Stabling Data and Information (BODI) application

Handling and Stabling Data and Information (BODI)		
1. General information		
1.1	Provision	Handling and Stabling Data and Information (BODI) is an application that provides ProRail with information on the utilisation of railway yards up to ten years into the future.
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	<p>BODI is a software tool for carrying out capacity analyses for the handling and (long-term) stabling of railway vehicles. The tool identifies the capacity needs of transport operators and shippers and compares them with the available supply. Such analyses form the basis for identifying capacity bottlenecks and deciding on measures to increase capacity.</p> <p>BODI is accessible to transport operators and shippers for providing requirements on the use of railway yards for the next ten years.</p> <p>The current version of BODI supports analyses relating to the handling and stabling of rolling stock for passenger transport; in time, this functionality will be expanded to include analyses for freight transport.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to maintenance periods). Maintenance is scheduled during workdays (Monday to Friday) from 08:00 - 18:00 hours. Availability of ancillary services: during working days from 08:00 – 18:00 hours.
3.1.2	Technical characteristic	Access to the web-based BODI application, which runs in a web browser.
3.1.3	Planned changes	From 2021 onwards, work will start on extending the functionality to facilitate analyses relating to the long-term stabling of freight wagons.
4. User costs		
4.1	Information related to the user charge	The use of BODI is free of charge.
4.2	Information relating to discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
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 Internet.

Handling and Stabling Data and Information (BODI)		
6. Capacity request		
6.1	Access request	<p>If you want to use ProRail applications, you need a ProRail account as a client of ProRail:</p> <ul style="list-style-type: none"> <li>• If your company is not yet a client of ProRail, you can click <a href="#">here</a> for more information about the application process.</li> <li>• If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator.</li> <li>• If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</li> </ul> <p>If you have a ProRail account, you can apply for access to an application via <a href="#">IDM</a>.</p>
6.2	Handling time	A maximum handling time of two weeks is set between the request for and granting of access to the application.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 34 Description of the BUTA (BuitenTermijnAanvragen) application

BUTA		
1. General information		
1.1	Facility	BUTA is an application, included in the Train path service falling under category 1 of Annex II to Directive 2012/34/EU.
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	The BUTA application is used to record and thus communicate agreements about ProRail's plans to reduce the availability of the infrastructure if this is necessary to carry out repairs to the infrastructure in the short term. The initiative here lies with ProRail.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined). Availability of ancillary services: working days between 08.00 and 18.00 hrs.
3.1.2	Technical characteristics	Access to the application via an external ProRail account.
3.1.3	Planned changes	<p>Until May 2022, communication on BUTA will be via ISVL-Buta. From May 2022, ISVL-Buta will be replaced by the <u>temporary</u> Mendix-Buta application due to the fact that ISVL is at the end of its life cycle.</p> <p>In the course of 2023, ProRail will replace the temporary Mendix-Buta with the definitive BUTA application. BUTA will be part of the GMS portal, from which other applications such as WLIS and Order Portal are also accessible.</p>
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the Train path service, see section 5.3.1.
4.2	Information relating to discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	N/A
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The application is accessible from every computer with a browser and an Internet connection.

6. Capacity request		
6.1	Access request	Via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 35 Description of the application FRISO (Flexible Rail Infrastructure Simulation Environment)

FRISO		
1 General information		
1.1	Facility	FRISO is an application that qualifies as a service under category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2	Description	<p>Through simulation of the train service, FRISO (Flexible Rail Infrastructure Simulation Environment) provides insight into the quality of future and current timetables on a national or local scale. Impact of daily variation and interaction between trains due to infrastructure utilisation, route claims and/or connections can be visualised and quantified.</p> <p>FRISO can be used for infrastructure studies, capacity, robustness and safety analyses and innovation studies.</p> <p>FRISO is supplied with a basic dataset with which the timetable for the coming year can be simulated; this dataset is updated on an annual basis.</p>
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	<p>Availability of application: 7 x 24 hours</p> <p>Availability of helpdesk: during working days from 09:00 – 17:00 hours.</p>
3.1.2	Technical characteristics	<p>The application is delivered as a stand-alone executable with installer for a recent MS Windows 64 bit environment. The application uses the simulation platform Enterprise Dynamics (a licence for this platform can be included).</p> <p>Software requirements</p> <ul style="list-style-type: none"> <li>• Access to simulation platform Enterprise Dynamics Microsoft .NET Framework 4.0</li> <li>• SQL Server Express 2019: you can also choose to use a separate SQL server.</li> <li>• Microsoft .NET Framework 4.0</li> <li>• SQL Server Express 2019: you can also choose to use a separate SQL server.</li> </ul> <p>In that case, the following two redistributables from the Microsoft® SQL Server® 2012 Feature Pack must be installed (64bit):</p> <ul style="list-style-type: none"> <li>○ Microsoft® System CLR Types for Microsoft® SQL Server® 2012</li> <li>○ 2. Microsoft® SQL Server® 2012 Shared Management Objects</li> </ul> <p>When installing FRISO, the Codemeter component will be included automatically for the purpose of online activation. After installation, activation of the licence is still required (existing licences can also be used).</p>
3.1.3	Planned changes	No changes foreseen.
4. User costs		
4.1	Information regarding user charge	The use of this application is subject to a charge of € 4,222 per account (excluding licence fees).

		<p>According to the supplier, the licence fees for Codemeter are in September 2021:</p> <table><tr><th></th><th>Units</th><th colspan="3">Licence fee</th></tr><tr><th></th><th></th><th>Per year</th><th>Per 3 years</th><th>Per 5 years</th></tr><tr><td>System Licence</td><td>Per N-year period</td><td>7,100</td><td>19,170</td><td>30,175</td></tr><tr><td>Training</td><td>1 day</td><td>1,300</td><td colspan="2"></td></tr><tr><td>Technical Support (Installation and General)</td><td>Per 4 hours</td><td>480</td><td></td><td></td></tr><tr><td>Other (functional) support</td><td>TBD</td><td></td><td></td><td></td></tr></table> <p>simultaneously, an extra licence is needed.</p> <ul style="list-style-type: none"><li>• The FRISO application can be activated by means of a digital key or dongle.</li><li>• The FRISO application runs on a laptop or desktop and in an intranet environment.</li><li>• Multiple units Training and Support appointments on request.</li></ul>		Units	Licence fee					Per year	Per 3 years	Per 5 years	System Licence	Per N-year period	7,100	19,170	30,175	Training	1 day	1,300			Technical Support (Installation and General)	Per 4 hours	480			Other (functional) support	TBD				<ul style="list-style-type: none"><li>• Multiple users can use one software licence. When used by several persons</li></ul>
	Units	Licence fee																															
		Per year	Per 3 years	Per 5 years																													
System Licence	Per N-year period	7,100	19,170	30,175																													
Training	1 day	1,300																															
Technical Support (Installation and General)	Per 4 hours	480																															
Other (functional) support	TBD																																
4.2	Information regarding discount on the user charge	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 ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).																															
5.2	Technical requirements made of railway vehicles	N/A																															
5.3	Independent use	N/A																															
5.4	IT systems	Recommended hardware configuration: <ul style="list-style-type: none"><li>• Processor: 4 GHz+ Quad (or higher) Core</li><li>• Memory: 16GB but more is better</li><li>• Hard disk size: min 20GB available</li><li>• Operating system: Windows 10</li><li>• Video: OpenGL® 4.5+ (with 512MB or more)</li></ul>																															
6. Capacity request																																	
6.1	Access request	Via Product Management Information & ICT Services ( <a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a> ).																															
6.2	Handling time	Requests will be processed within ten working days.																															
6.3	Information on capacity availability and temporary capacity restrictions	N/A																															

## 36 Description of the application Punctuality Map

Punctuality Map		
1. General information		
1.1	Facility	Punctuality Map is an application that qualifies as a service under category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of this Network Statement.
2. Function		



2	Description	Punctuality Map gives real-time graphical information on the punctuality of passenger train services.
<b>3. Description of the facility</b>		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7x24 hours (subject to fixed times for maintenance to be determined). Availability of helpdesk: during working days from 09:00 – 17:00 hours.
3.1.2	Technical characteristics	The application is made available by means of authorisation via the Internet.
3.1.3	Planned changes	There are no planned changes.
<b>4. User costs</b>		
4.1	Information regarding user charge	The use of this application is free of charge.
4.2	Information regarding discount on the user charge	N/A
<b>5. User conditions</b>		
5.1	Legal requirements	The formal punctuality score per railway undertaking is determined by the ProRail Performance Analysis Bureau (PAB), the data shown in the map should not be used as a substitute for the PAB reports.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The application is accessible from every computer with a recent browser and Internet connection.
<b>6. Capacity request</b>		
6.1	Access request	The Punctuality Map can be accessed via 'Logistics Portal -> Applications'.
6.2	Handling time	Available immediately.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

## 37 Description of the service NEO Simulation

NEO Simulation		
<b>1 General information</b>		
1.1	Facility	NEO Simulation 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.
<b>2. Function</b>		
2	Description	<p>Railway undertakings can request ProRail to carry out a simulation for them using the NEO Simulator. Scenarios are programmed for this purpose, which are then loaded into the simulation environment for testing.</p> <p>ProRail and NS have jointly developed the NEO Simulator. The NEO Simulator can be used to carry out simulations to test, research and evaluate the (safety) effects of innovations on users. This particularly concerns innovations to improve train running. The NEO Simulator is not suitable as a simulator for the training of train drivers.</p>
<b>3. Description of the facility</b>		
3.1	Locations	The RailCenter in Amersfoort has a permanent facility that can be used to simulate the train driver's user-experience.
3.1.1	Availability	Availability on the basis of agreements made in advance, which are based on a tailor-made offer. A condition is that experts within ProRail with knowledge of the NEO Simulator are available.

3.1.2	Technical characteristics	Titleholders are offered the opportunity to carry out a simulation together. The simulation takes place at the fixed facility in the RailCenter.
3.1.3	Planned changes	The simulation core of the NEO Simulator will be renewed in the coming years.
4. User costs		
4.1	Information regarding user charge	On the basis of the wishes and the agreed project plan, ProRail will make an offer for the simulation.
4.2	Information regarding discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	Agreements concerning the service will be laid down in an agreement.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	
6. Capacity request		
6.1	Access request	Via ProRail Account Management ( <a href="mailto:accountmanagement@prorail.nl">accountmanagement@prorail.nl</a> ).
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and temporary capacity restrictions	An internal employee of a titleholder is always required to set up and run the simulation. The titleholder is responsible for the result to be achieved.

## Appendix 24 Conditions for use of the tractive power supply system (Chapter 5.4.1)

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;
- the following forecasts of the consumption of electric tractive power:
  - for the next seven years, with an annual forecast, by 15 October of each year;
  - for the coming year, with a quarterly forecast, by 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 ACM, the Consumer & Market Authority (regulatory body). 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 amount of this 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 0 of Appendix 8.

## Appendix 25 Stations (Chapter 7.3.2)

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 classified as 'basic'.

Name of the station	Station class	Name of the station	Station class
Aalten	basic	Arnhem Zuid	basic
Abcoude	basic	Assen	basic
Akkrum	stop	Baarn	basic
Alkmaar	plus	Bad Nieuweschans	stop
Alkmaar Noord	basic	Baflo	stop
Almelo	plus	Barendrecht	basic
Almelo de Riet	basic	Barneveld Centrum	basic
Almere Buiten	basic	Barneveld Noord	stop
Almere Centrum	mega	Barneveld Zuid	stop
Almere Muziekwijk	basic	Bedum	stop
Almere Oostvaarders	basic	Beek-Elsloo	basic
Almere Parkwijk	basic	Beesd	stop
Almere Poort	basic	Beilen	basic
Alphen aan den Rijn	plus	Bergen op Zoom	basic
Amersfoort Centraal	mega	Best	basic
Amersfoort Schothorst	basic	Beverwijk	basic
Amersfoort Vathorst	basic	Bilthoven	basic
Amsterdam Amstel	mega	Blerick	basic
Amsterdam Arena	stop	Bloemendaal	basic
Amsterdam Bijlmer ArenA	mega	Bodegraven	basic
Amsterdam Centraal	cathedral	Borne	basic
Amsterdam Holendrecht	basic	Boskoop	basic
Amsterdam Lelylaan	plus	Boskoop Snijdelwijk	stop
Amsterdam Muiderpoort	plus	Boven Hardinxveld	stop
Amsterdam Rai	basic	Bovenkarspel Flora	stop
Amsterdam Science Park	basic	Bovenkarspel-Grootebroek	basic
Amsterdam Sloterdijk	mega	Boxmeer	basic
Amsterdam Zuid	mega	Boxtel	basic
Anna Paulowna	basic	Breda	mega
Apeldoorn	plus	Breda Prinsenbeek	basic
Apeldoorn De Maten	stop	Breukelen	basic
Apeldoorn Osseveld	basic	Brummen	basic
Appingedam	stop	Buitenpost	basic
Arkel	stop	Bunde	stop
Arnhemuiden	stop	Bunnik	basic
Arnhem Centraal	mega	Bussum Zuid	basic
Arnhem Presikhaaf	basic	Capelle Schollevaar	basic
Arnhem Velperpoort	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	stop
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	mega
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	plus
Driehuis	basic
Dronryp	stop
Dronten	basic
Duiven	basic
Duivendrecht	plus
Echt	basic

Name of the station	Station class
Ede Centrum	stop
Ede-Wageningen	plus
Eemshaven	stop
Eijsden	stop
Eindhoven Centraal	cathedral
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
Franeke	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



Name of the station	Station class
Harderwijk	basic
Hardinxveld Blauwe Zoom	stop
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 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	basic
Holten	basic
Hoofddorp	plus
Hoogeveen	basic
Hoogezand-Sappemeer	basic
Hoogkarspel	basic
Hoorn	plus
Hoorn Kersenboogerd	basic
Horst-Sevenum	basic
Houten	basic

Name of the station	Station class
Houten Castellum	basic
Houthem-St.Gerlach	stop
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	stop
Camminghaburen	
Leiden Centraal	cathedral
Leiden Lammenschans	basic
Lelystad Centrum	plus
Lichtenvoorde-Groenlo	basic
Lochem	stop
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

Name of the station	Station class
Mook Molenhoek	basic
Naarden-Bussum	basic
Nieuw Amsterdam	stop
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	mega

Name of the station	Station class
Rotterdam Centraal	cathedral
Rotterdam Lombardijen	basic
Rotterdam Noord	basic
Rotterdam Stadium	stop
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

Name of the station	Station class
Utrecht Centraal	cathedral
Utrecht Leidsche Rijn	basic
Utrecht Lunetten	basic
Utrecht Overvecht	basic
Utrecht Terwijde	basic
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

Name of the station	Station class
Weesp	plus
Wehl	stop
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	stop

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