

Supplement 4 to the Network Statement 2021

ProRail has adopted the following supplements and/or amendments to the Network Statement 2021, in accordance with the provisions of Chapter 1.6 of this Network Statement.

1 Incorrect reference to section in Railways Act (Chapters 3.1 and 3.3)

Chapters 3.1 *Introduction* and 3.3 *Characteristics* of the railway network contains the following phrase: "The [Infrastructure Register](#) as referred to in Railways Act 16g Railways Act." In this sentence, *Section 16g* Railways Act is changed to *Section 26bb* Railways Act.

2 Tightening up process agreements for allocating ad hoc capacity during works (Chapters 4.5 and 4.5.4)

- I. The last sentence of Chapter 4.5, "This last group of restrictions need not necessarily have been caused by works; ProRail assumes a directive role in solving this restriction." will be changed as follows:

"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 4.5.5."

- II. The entire text of Chapter 4.5.5 will lapse and be replaced with the following passage:

- 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 occur⁶⁶ that endanger or are likely to endanger safe and undisturbed train traffic (or operations on the network)⁶⁷.*
 - 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 cancelled 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 4.5.3.5.*
- 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. For freight transport operators, the compensation is standardised and set out in Appendix 27, sections 2 and 3.*
- *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.*

Footnote 66 To be ascertained on the basis of inspections, notifications, disruptions, etc.

Footnote 67 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

3 Connection to process water pipes and sewers (Chapter 5.1)

In Chapter 5.1, the following passage:

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

is replaced in its entirety with the following text:

- "*Connection to process water pipes and sewers*
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 both 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."

4 Capacity requests no longer submitted via ISVL, but via the Order Portal (multiple chapters)

ISVL will be replaced with the Order Portal throughout the Network Statement. Specifically, the following changes are involved:

- I. In Chapter 4.2.3 *Submitting requests for train paths*, the text behind the third bullet "*via the ISVL application (see Chapter 5.2.1 and section 10 of Appendix 23);*" is replaced with "*via the Order Portal application (see Chapter 5.2.1 and section 10 of Appendix 23);*"
- II. In Chapter 4.6 *Unused capacity and cancellation of train paths*, under the heading "Cancellation of allocated capacity by transport operator" the first bullet "*via ISVL*" is replaced with "*via the Order Portal*".

III. In Chapter 5.2.1 *Train path*, the text in the table behind section 2.1 Description, capacity allocation, point a is changed as follows:

"a. The processing of requests for, return and modification of infrastructure capacity⁷³; the applications Donna, Btd planner, Btd planner reports, *ISVL*⁷⁴, LOA Online, PCS (via RailNetEurope), RMS Client and TNR, as described in Appendix 23, are made available for this purpose."

is replaced with:

"a. The processing of requests for, return and modification of infrastructure capacity⁷³; the applications Donna, Btd planner, Btd planner reports, *Order Portal*⁷⁴, *ISVL-Buta*, LOA Online, PCS (via RailNetEurope), RMS Client and TNR, as described in Appendix 23, are made available for this purpose."

The text of footnote 73 is changed to:

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

IV. Also in Chapter 5.2.1 *Train path*, in the table after section 5.1 Legal requirements, the sentence:

"Titleholders who do not qualify as railway undertaking can exclusively acquire from ProRail items a (with the exception of the *ISVL* and LOA Online applications), b and c (exclusively the RailMaps application) of the part of this service stated under 'description'."

is changed to:

"Titleholders who do not qualify as railway undertaking can exclusively acquire from ProRail items a (with the exception of the *Order Portal*, *ISVL-Buta* and LOA Online applications), b and c (exclusively the RailMaps application) of the part of this service stated under 'description'."

V. In Chapter 5.3.1.2.1 *Freight terminals*, in section 6.1 Access request, the text behind the second dash "*via Order Portal (from 52/36 hours to half an hour before departure)*" is replaced with "*via the Order Portal (from 52/36 hours to half an hour before departure)*".

VI. In Chapter 6.3.1.1, the entire passage "*Included subscriptions VIEW, ISVL and SpoorWeb* [...] See Chapter 6.3.4." This text is replaced with:

"Included subscriptions VIEW, SpoorWeb and Order Portal

Depending on the estimated number of train paths, the titleholder is provided with a number of subscriptions to the View type 1 (internet), SpoorWeb and the Order Portal applications (^{footnote}) according to the table below.

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

Budgeted traffic volume per year (train kilometres)	number of subscriptions to VIEW	Number of subscriptions to SpoorWeb
from 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
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A separate charge is agreed for more subscriptions than stated in Table 6.2. See Chapter 6.3.4."

Behind the word Order Portal, a new footnote is inserted with the following text:

"Because ISVL will not be replaced on a one-to-one basis by the Order Portal (due to the transition from functional to personal accounts), it has been decided not to pass on any additional costs for the use of the Order Portal in 2021. Instead, ISVL will be charged for the entire year 2021. It will be determined during the course of 2021 how ProRail will deal with the cost allocation of the Order Portal in 2022."

- VII. In Chapter 6.3.4 Ancillary services, *ISVL* has been replaced with *Order Portal* in Table 6.8. The other information in the table remains the same.
- VIII. In Appendix 6, section 2.1 *Intervention*, point 2 *Scheduled performance*, the word *ISVL* in the sentence:
"The request and order acceptance process via *ISVL* is described in Chapter 4 of this Network Statement." is replaced with "*the Order Portal*".
- IX. In the table in Appendix 23, "*ISVL*" is replaced with "*Order Portal*". A new line "*ISVL-Buta*" is inserted between the lines "*Order Portal*" and "*LOA Online*".

<i>Order Portal</i>	Submit capacity requests for train paths in the Netherlands.	Appendix 23 - 10	5.2.1
<i>ISVL-Buta</i>	<i>Application for communication relating to late requests (BuitenTermijnAanvragen) < 36 hours.</i>	Appendix 23 - 21	5.2.1
<i>LOA Online</i>	Submitting, handling and recording of local orders for shunting routes.	Appendix 23 - 11	5.2.1

- X. In Appendix 23, section 10 *Description of the ISVL application* is deleted in its entirety. This is replaced with the table below.

10 Description of the Order Portal application

Category	Notes
Application	Order Portal
Function	Railway undertakings can use the Order Portal application for requesting, changing and withdrawing train paths in the final days before performance. Railway undertakings also receive notification of the allocation or refusal of the train path.
Facility	Access to the web-based Order Portal application, which runs in a web browser.
Types	N/A
Request	If you want to use this ProRail application as a railway undertaking, you need a ProRail account: <ul style="list-style-type: none"> If your company is not yet a client of ProRail, you can click here for more information about the application process. If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM .
Delivery time	A maximum handling time of two weeks is set between the request for and granting of access to the application.

Category	Notes
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Costs	This application is provided from the "train path" service, see Chapter 5.2.1. Because ISVL will not be replaced on a one-to-one basis by the Order Portal (due to the transition from functional to personal accounts), it has been decided not to pass on any additional costs for the use of the Order Portal in 2021. Instead, ISVL will be charged for the entire year 2021. It will be determined during the course of 2021 how ProRail will deal with the cost allocation of the Order Portal in 2022.

XI. At the end of Appendix 23, the following new table is inserted as section 21:

21 Description of the ISVL-Buta application

Category	Notes
Application	ISVL-Buta
Function	The ISVL-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. In this part, the so-called "Buta", the initiative lies with ProRail.
Facility	Access to the web-based ISVL application, which runs on a web browser.
Types	N/A
Request	If you want to use this ProRail application as a railway undertaking, you need a ProRail account: <ul style="list-style-type: none"> If your company is not yet a client of ProRail, you can click here for more information about the application process. If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM .
Delivery time	Requests will be processed within two weeks.
Terms of delivery	An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).
Costs	This application is provided from the "train path" service, see Chapter 5.2.1. No additional costs are charged for this service.

5 New ICT services (Chapters 5.5.2, 5.5.2.14, 5.5.2.15 and Appendix 23)

- I. In Chapter 5.5.2 Provision of supplementary information, *Provision of customised incident-related data* is added as number 14 to the list of services.
- II. The following table is inserted as Chapter 5.5.2.14:

5.5.2.14 Provision of customised incident-related data

Provision of customised incident-related data		
1. General information		
1.1	Facility	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	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. The following data stream is provided: - Current Standard Obstruction Measures (without image)
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Standard Obstruction Measures, daily file delivery (1x 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	In the course of 2021, the following data streams will become available: - Data relating to an undesired event limited to a specific titleholder (expected in the first quarter of 2021) - Applied Obstruction Measure (expected in the fourth quarter of 2021)
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 (informatiediensten@prorail.nl).
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 (informatiediensten@prorail.nl).
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and temporary capacity restrictions	N/A

III. In Appendix 23 Applications, publications and reports (Chapter 3.3 and 4.4.5), the following change is made in the table in which the applications, publications and reports are listed:

The line "Customised incident-related data" is inserted between the lines "MTPS" and "Performance analysis".

MTPS	The provision of real-time data on train positions on the basis of train detection systems.	5.5.2.9	5.5.2.9
<i>Customised incident-related data</i>	<i>Provision of customised incident-related data.</i> - <i>Current Standard Obstruction Measures</i>	5.5.2.14	5.5.2.14
<i>Performance analysis</i>			
Train service report	Standard reports and data on train service performance.	Appendix 23 - 18	5.2.1

IV. In Chapter 5.5.2 Provision of supplementary information, *Handling and Stabling Data and Information (BODI)* is added as number 15 to the list of services.

V. The following table is inserted as Chapter 5.5.2.15:

5.5.2.15 Handling and Stabling Data and Information (BODI)

Handling and Stabling Data and Information (BODI)		
1. General information		
1.1	Facility	Handling and Stabling Data and Information (BODI) is a service under Category 4 of Annex II to EU Directive 2012/34.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	<p>BODI is a software tool for carrying out capacity analyses for the handling and (long-term) stabling of rolling stock. 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 both ProRail and transport operators and shippers for consulting and performing analyses.</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 (informatiediensten@prorail.nl).
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	The data is provided via the 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"> • If your company is not yet a client of ProRail, you can click here for more information about the application process. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. • If you have a ProRail account, you can apply for access to an application via IDM.

Handling and Stabling Data and Information (BODI)		
		If you have a ProRail account, you can apply for access to an application via IDM . [??volgens mij hoort BODI hier niet]
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

- VI. In Appendix 23 Applications, publications and reports (Chapter 3.3 and 4.4.5), the following change is made in the table in which the applications, publications and reports are listed:

The line "BODI" is inserted between the lines "Provision of GeoData" and "Rail and road signs".

Provision of GeoData	Provision of GPS/RD data regarding: <ul style="list-style-type: none"> • Centre of the track • Coupling point • Stations • Timetable points 	5.5.2.2		5.5.2.2
<i>BODI</i>	<i>Provides support in carrying out capacity analyses for the handling and stabling of rolling stock.</i>	5.5.2.15		5.5.2.15
Rail and road signs	Graphic information on the railway infrastructure for drivers.	Appendix 23 - 2		5.2.1

6 Agreements on emergency repairs on the Havenspoorlijn and Betuweroute now national policy (Appendix 6, section 3.4)

- I. In the first line of section 3.4, "Emergency recovery of and repairs to railway vehicles on the main railway network will be carried out by a company holding a valid ILT certification for this work.", the phrase:

"holding a valid ILT certification" is replaced with *"which complies with the provisions of Section 37 Railways Act."*

- II. In section 3.4.1 Emergency repairs, the following addition is made after the sentence "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](#))."

- III. In section 3.4.2 Repairs, in the first sentence "On all tracks of Zee to Zevenaar [...] requires this.", the text "of Zee to Zevenaar" is replaced with *"of the main railway network"*.

- IV. Also in section 3.4.2 Repairs, the following addition is made after the sentence "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](#))."

- V. In section 3.4.3 Repair tracks, in the first sentence "Repair tracks of Zee to Zevenaar have been designed for access by large rolling stock.", the words "of Zee to Zevenaar" are replaced with "*the main railway network*".
- VI. Also in section 3.4.23 Repair tracks, the following addition is made after the sentence "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](#))."

7 Closure of De Kissel station (Appendix 25)

De Kissel station is deleted from the table in Appendix 25.

8 Compensation scheme for the Havenspoorlijn and Waalhaven-Zuid (new Appendix 28)

- I. After Appendix 27, a new appendix is inserted with the title "*Compensation for freight operators in case of disruption or restrictions on the Havenspoorlijn and Waalhaven-Zuid*".
- II. The integral text of this appendix reads as follows:

1. Havenspoorlijn compensation scheme

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, etc.*
- 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 yard¹. 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.

Table 5.8.

¹ Waalhaven compensation scheme

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	€ 0.36	120
41-55	€ 0.54	216
>55	€ 0.60	240

2. Waalhaven-Zuid compensation scheme

- Since 13 September 2019, restrictions have applied to shunting with dangerous goods at Waalhaven-Zuid; these restrictions have been incorporated into the capacity allocation for 2021.
- ProRail is working on the completion of phase 2 of the extinguishing facilities at Waalhaven-Zuid by 1 April 2021 at the latest. Phase 2 involves bringing tracks 306, 307, 340, 341, 342 and 343 within the extinguishing contour, so that shunting with dangerous goods on these tracks is once again possible.
- The compensation scheme for the restrictions to use at Waalhaven-Zuid is linked to the Infrastructure and processes in order project as regards the period until the completion of phase 2 of the extinguishing facilities at Waalhaven-Zuid.
- For the restrictions on the Waalhaven-Zuid railway yard, an additional charge applies for excessive nuisance from 13 December 2020 until completion of phase 2 of the project by 1 April 2021 at the latest, in so far as this is deemed to exceed the normal entrepreneurial risk and compensation for the additional costs arising from this is not insured elsewhere. 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. If at least 15% of the total number of annual service trains requested by the railway undertaking from and to the Port of Rotterdam, including Kijfhoek and IJsselmonde, are affected by the restrictions to use at Waalhaven-Zuid, the railway undertaking is eligible for this Waalhaven compensation.
- This compensation only applies to trains:
 - that were requested in the 2021 timetable requests with electrical traction and dangerous goods to Waalhaven-Zuid and were to be run with diesel traction to the Rail Service Centre vice versa, and
 - these trains in the timetabling process of August 2020, as a result of the restrictions to use at Waalhaven-Zuid, were allocated with a locomotive change at Kijfhoek or other locations in the Port of Rotterdam and
 - these trains have actually run.
- The compensation applies only to the allocated rights described above in the 2021 timetable until the completion of phase 2 on 1 April 2021 or so much earlier as phase 2 is realised. Newly requested trains after the(ad hoc) timetabling process are excluded from this compensation.
- If ProRail does not or does not fully implement phase 2 by 1 April 2021 at the latest, ProRail will retroactively compensate rail undertakings that were not eligible for the compensation over the period from 13 December 2020 to 12 December 2021 as a result of the 15% clause. This retroactive compensation only applies to trains:
 - that were requested in the 2021 timetable requests with electrical traction and dangerous goods to Waalhaven-Zuid and were to be run with diesel traction to the Rail Service Centre vice versa, and
 - these trains in the timetabling process of August 2020, as a result of the restrictions to use at Waalhaven-Zuid, were allocated with a locomotive change at Kijfhoek or other locations in the Port of Rotterdam and

- *these trains have actually run.*
- *If ProRail does not or does not fully implement phase 2 by 1 April 2021 at the latest, the threshold percentage of 15% for eligibility for the compensation will lapse on that date, and ad hoc trains run will be added to the scheme in addition to the trains allocated in the timetable that have actually been run.*
- *The above applies until phase 2 is delivered, but no later than 12 December 2021.*
- *In the event of the partial completion of phase 2, only individual trains that cannot shunt dangerous goods in the Waalhaven-Zuid railway yard will be compensated.*
- *The compensation is €540 per train for both the phase before 1 April 2021 and after 1 April 2021.*

ProRail B.V.
Utrecht, 31 March 2021