Network Statement 2017

period of validity: 2017 Timetable

Sunday 11 December 2016 - Saturday 9 December 2017
(including the earlier handling of capacity requests for that period).

Colophon

owner ProRail
email netverklaring@prorail.nl
reference 3850638 (NL: 3709315)
version 1.0
date 4 January 2016 (NL: 11 December 2015)
status final
Version management

<table>
<thead>
<tr>
<th>Version</th>
<th>Date</th>
<th>Supplement</th>
<th>Subject of the changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>11 Dec 2015</td>
<td>-</td>
<td>initial issue</td>
</tr>
</tbody>
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Glossary

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

The [website of RailNetEurope](http://www.railnet.eu) offers an extensive glossary in English of terms relevant to the Network Statement. The definitions in this glossary are written in clear language with a minimum of technical and legal jargon. 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 was drawn up by ProRail. 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.

ProRail is a private company under Dutch law. The sole shareholder is the State of the Netherlands (through Railinfratrust BV).

The management by ProRail covers care for:
- 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 railway infrastructure.

ProRail also carries out work for third parties, which work is linked to the aforementioned management tasks or to mobility issues in the broader sense of the word.

ProRail carries out all its work subject to the objectives below.
- To ensure an adequate, reliable and safe railway infrastructure, which is in a good state of repair and is suitable for the use for which it is intended, and which can be used safely and effectively without causing excessive wear to railway vehicles.
- To make available suitable rail paths and other usage opportunities to titleholders, through capacity allocation and traffic control.
- To supply transfer capacity in stations and information on rail traffic.
- To analyse the risks linked to the use and management of the railway infrastructure, and take suitable measures to sufficiently control those risks.
- To cooperate, as a partner in the railway sector, on realising solutions to existing and future mobility issues.

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

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

ProRail strives to handle information with due care. ProRail exclusively uses information for the purpose for which it was requested and made available. ProRail will not make commercial data and other information about contacts, employees and third parties available to other parties without their permission, unless ProRail is legally obliged to do so.

In situations in which the actions of ProRail will not have the same effect on all titleholders, ProRail shall at all times apply principles of non-discrimination, transparency and accountability.

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1 ProRail BV, listed in the trade register of the Chamber of Commerce for Utrecht, under number 30124359.
2 Available for consultation on the website of ProRail.
3 Section 2 Paragraph 2 Management Concession
4 The term titleholders shall be deemed in this Network Statement to mean all persons or entities who/which can enter into an Access Agreement with ProRail under the Railways Act. See Section 57 Railways Act.
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 Network Statement describes the nature of the railway infrastructure available to railway undertakings, and contains information on the conditions under which access can be gained to the infrastructure. Included in this information the applicable capacity allocation procedures and the user charges schemes.

The Network Statement contains information on the conditions applicable to access to 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 accessed free of charge.

1.3 Legal framework

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

Table 1.1 List of laws and regulations

<table>
<thead>
<tr>
<th>Subject</th>
<th>Laws and regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Railways</td>
<td>Railways Act</td>
</tr>
<tr>
<td></td>
<td>Railways Allocation Decree</td>
</tr>
<tr>
<td>Railway undertakings</td>
<td>Operating Licence and Safety Certificate (Main Railways) Decree</td>
</tr>
<tr>
<td></td>
<td>Safety Certificate (Main Railways) Regulations</td>
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<tr>
<td>Infrastructure</td>
<td>Railways Infrastructure Decree</td>
</tr>
<tr>
<td></td>
<td>Network Infrastructure Regulations</td>
</tr>
<tr>
<td>Traffic</td>
<td>Rail Traffic Decree</td>
</tr>
<tr>
<td></td>
<td>Rail Traffic Regulations</td>
</tr>
<tr>
<td>Personnel</td>
<td>Railway Personnel Decree 2011</td>
</tr>
<tr>
<td></td>
<td>Railway Personnel Regulations 2011</td>
</tr>
<tr>
<td>Railway vehicles</td>
<td>Railway Vehicles Service Regulations</td>
</tr>
<tr>
<td>Capacity and use</td>
<td>Railway Capacity Allocation Decree</td>
</tr>
<tr>
<td>User charge</td>
<td>HSL Levy Decree 2015</td>
</tr>
<tr>
<td>Dangerous goods</td>
<td>Carriage of Dangerous Goods Act</td>
</tr>
<tr>
<td></td>
<td>Decree on the Carriage of Dangerous Goods Regulations</td>
</tr>
<tr>
<td></td>
<td>Regulations for the Transport by Rail of Dangerous Goods</td>
</tr>
<tr>
<td>Noise</td>
<td>Environmental Management Act</td>
</tr>
<tr>
<td></td>
<td>Rail Traffic Noise Calculation &amp; Measurement Regulations 2012</td>
</tr>
</tbody>
</table>
1.4 Legal status

1.4.1 General remarks

The Network Statement 2017 is a network statement within the meaning of Section 58 Railways Act, and Article 27 of Directive 2012/34/EU\(^5\).

The Network Statement 2017 is based on legislation officially published on 1 November 2015, the coming into force of which was also officially announced before or on that date. The Network Statement 2017 does not - except when explicitly stated otherwise - anticipate legislation and regulations that are still under development.

Reading guide (information about the binding character of provisions in the Network Statement). The Network Statement contains provisions that impose obligations on titleholders. Those provisions have been made easily identifiable. The following structure is applied:

- Summaries of public law regulations. These summaries can be found under the heading ‘Summary of regulations’ (red typeface) and between ► red triangles ◄. Note: the officially published texts always prevail, also if ProRail gives an incorrect or incomplete summary.

- Provisions with regard to subjects about which ProRail wishes to reach agreement with titleholders before the titleholders make use of the infrastructure (with relevant proposals). These provisions can be found under the heading ‘Regulations to be agreed upon’ (blue typeface) and between ► blue triangles ◄. These regulations solely give rise to obligations once parties enter into the Access Agreement.

- Provisions about the rules of procedure that apply to all titleholders. These rules of procedure can be found under the heading ‘Rules of procedure’ (green typeface) and between ► green triangles ◄. ProRail has established the rules of procedure with a view to the non-discriminatory treatment of all titleholders, following consultation of the titleholders and with due consideration for their opinions. The rules of procedure are not individually negotiable and can only be changed by means of a supplement to the Network Statement. An application for capacity brings the rules of procedure into play.

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

Consultation and distribution

ProRail has drawn up the Network Statement 2017 following consultation with the titleholders involved (see Appendix 3). The publication of the Network Statement 2017 was announced in the Netherlands Government Gazette and in Nieuwsblad Transport. The Network Statement is sent to the ACM, the Consumer & Market Authority. The Network Statement 2017 is also sent to the titleholders who have entered into an Access Agreement with ProRail, as well as to all bodies authorised to grant concession for public passenger transport by train.

1.4.2 Liability

ProRail has drawn up the Network Statement 2017 with the greatest care and attention. However, ProRail accepts no liability whatsoever for loss or damage ensuing from apparent mistakes or printing errors contained in the Network Statement 2017. The liability of ProRail for information in the Network Statement regarding services and facilities offered by parties other than ProRail is limited to a correct representation in the Network Statement of the information provided by the service provider to ProRail as regards the offered services or facilities.

In the event of any discrepancy between the Dutch and English publications of this Network Statement, the Dutch version shall prevail.

1.4.3 Appeals procedure

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

Complaints and disputes about other services offered by or agreed with ProRail, or about the Network Statement 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, Section 1).

Complaints and disputes about the access to facilities offered by or agreed with ProRail as referred to in Directive 2012/34/EU, Annex II, Section 2, sub a, or the delivery of services at the facilities can, at the election of the parties, also be submitted and handled in accordance with the Regulations on the Settlement of Station Portfolio Complaints and disputes as included in the Network Statement (Appendix 4, Section 2).

Titleholders who have entered into an Access Agreement are entitled to request in writing a decision from the ACM regarding the conduct of ProRail, also if the General Regulations on the Settlement of Complaints and Disputes are applicable.\(^6\)

All stakeholders are entitled to request the ACM to investigate whether ProRail has treated them unfairly, discriminated against them or otherwise prejudiced them.\(^7\)

Complaints about the progress and results of capacity allocation on the main railway network in the Netherlands are also handled by the ACM.

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

1.5 Structure of the Network Statement

ProRail has, in the interests of accessibility, reached agreement with other infrastructure managers affiliated in RailNetEurope about the use of a uniform chapter structure of the Network Statement. The Network Statement has been drawn up in accordance with the chapter structure prescribed by the RailNetEurope document ‘Common Structure’ of 10 March 2015.

ProRail has drawn up the Network Statement as an autonomous document. For more detailed and up-to-date information, this Network Statement refers to websites, including the Transporters Portal of ProRail. Railway undertakings and prospective railway undertakings can on request (for contact particulars, see Chapter 1.8) gain access to the Transporters Portal.

1.6 Validity and updating process

The Network Statement concerns the main railway network managed by ProRail together with the infrastructure related facilities, as well as any other railways managed by ProRail, which are not designated as part of the main railway network.

1.6.1 Validity period

The Network Statement 2017 applies to:

- The access to and use of the railway infrastructure and facilities with accompanying services during the 2017 Timetable.
- The processing of capacity requests for the 2017 Timetable; this also applies if processing takes place before the start of the 2017 Timetable.

The 2017 Timetable starts on Sunday 11 December 2016 and ends on Saturday 9 December 2017. These dates have been determined in accordance with the provisions of Directive 2012/34/EU. Information in the Network Statement 2017 that relates to the period after 9 December 2017 is indicative only.

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\(^6\) Section 71 Paragraph 2 Railways Act

\(^7\) Section 71 Paragraph 1 Railways Act
1.6.2 Updating process

ProRail will, by means of supplements to the Network Statement 2017, announce any changes or additions made necessary by circumstances that arise after the release of this Network Statement.

A change to a public law regulation that is summarised in the Network Statement will only be announced by means of a supplement to the Network Statement if:

- that change is not published in the Netherlands Government Gazette, the Bulletin of Acts and Decrees or Treaty Series, and
- the change (potentially) imposes restrictions for the use of the railway infrastructure according to the Basic Access Package under Annex II of Directive 2012/34/EU (see Chapter 5).

ProRail works continually to improve its provision of services. Ongoing consultations therefore take place with stakeholders on many of the procedures described in this Network Statement. The results of these consultations are incorporated into the Network Statements for the coming years.

1.6.3 Differences with previous edition

Summarised in Table 1.2 are the most important differences between this Network Statement 2017 and the Network Statement 2016:

Table 1.2 Differences with the previous edition of the Network Statement

<table>
<thead>
<tr>
<th>Subject</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Network and Betuwe Line</td>
<td>The Network Statement 2017 provides in a single document information on both the Combined Network and the Betuwe Line. In previous years, the Network Statement was issued with a separate document for the Combined Network and another for the Betuwe Line.</td>
</tr>
<tr>
<td>references to directives</td>
<td>References in the Network Statement to the repealed Directives 91/440/EEC, 95/18/EC and 2001/14/EC converted into Directive 2012/34/EU, using the transposition table provided in Directive 2012/34/EU.</td>
</tr>
<tr>
<td>stations portfolio</td>
<td>Added are specific regulations on the settlement and of complaints and disputes regarding the stations portfolio (Chapter 1.4.3).</td>
</tr>
<tr>
<td>framework agreement</td>
<td>ProRail is ceasing the conclusion of framework agreements (Chapter 2.3.1).</td>
</tr>
<tr>
<td>access agreement</td>
<td>In accordance with the standard layout of the Network Statement coordinated by the RNE, the information on access agreements with non-railway undertakings is included in a separate chapter (Chapter 2.3.3).</td>
</tr>
<tr>
<td>provision of information</td>
<td>Added is the supply by the railway undertaking to ProRail of information about activities at railway yards and information for failure analyses and incident investigations (Chapter 2.9).</td>
</tr>
<tr>
<td>emergency repairs to railway vehicles</td>
<td>Further provisions on emergency repairs to railway vehicles on the main railway infrastructure (Chapter 3.6.5).</td>
</tr>
<tr>
<td>buffer capacity</td>
<td>Reserving of freight traffic capacity for the traffic control phase (Chapter 4.4.1.1).</td>
</tr>
<tr>
<td>coordination</td>
<td>A basic distinction is made in the first coordination step between passenger trains and freight trains (Chapter 4.4.1.2.2).</td>
</tr>
<tr>
<td>basic access package</td>
<td>The basic access passage is divided into 4 services, namely train path, stabilizing, transfer and tractive power supply (Chapter 5.2).</td>
</tr>
<tr>
<td>SpoorWeb</td>
<td>The new SpoorWeb application replaces part of ISVL with regard to communication in case of disasters (Chapter 5.2.1).</td>
</tr>
<tr>
<td>additional services</td>
<td>Added are the following additional services: mediation of de-icing runs and towing &amp; assistance services.</td>
</tr>
<tr>
<td>ancillary services</td>
<td>ProRail provides the following new ancillary services: MTPS, SpoorRadar, GSM-R Walkie-Talkie, SPAD Database, View VOS. Additionally, the Plan &amp; Performance information service replaces the VKL-IS service (Chapter 5.5).</td>
</tr>
</tbody>
</table>

1.7 Publishing

The Network Statement 2017 and the supplements thereto are accessible on the website of ProRail, where an updated version is available at all times, in both Dutch and English.
The Network Statement is sent free of charge to titleholders concluded an access Agreement with ProRail. These titleholders will also be notified by email of any supplements to the Network Statement.

1.8 Contacts

ProRail will, on request, provide railway undertakings and other titleholders with further information on topics mentioned in the Network Statement 2017. Please contact:

organisation: ProRail BV, Transport and Timetables Customer Services department
postal address: P.O. Box 2038
address: 3500 GA Utrecht
office address: Moreelsepark 3
3511 EP Utrecht
email: netverklaring@prorail.nl
website: www.prorail.nl

1.9 Rail Freight Corridors

ProRail works together with other infrastructure managers to establish a European rail network for competitive freight transport as referred to in Regulation (EU) No. 913/2010 of 22 September 2010 and the amendments thereto as stated in Regulation (EU) No. 1316/2013. Stated in the table below Table 1.3 are the main route sections of rail freight corridors that have route sections in the Netherlands. The main route of the relevant corridor in the Netherlands is further specified in the last column.

Table 1.3 International freight corridors with route sections in the Netherlands

<table>
<thead>
<tr>
<th>Corridor</th>
<th>Main route of the international freight corridor</th>
<th>Main route in the Netherlands</th>
</tr>
</thead>
</table>

* subject to further decision-making

ProRail, working closely together with RailNetEurope (see Chapter 1.10) as preferred supplier, will define the measures to be taken by the corridor organisations. Each corridor organisation has published the prescribed information in the Corridor Information Document.
The contact particulars of the corridor organisations are:

<table>
<thead>
<tr>
<th>organisation:</th>
<th>EEIG Corridor Rhine – Alpine EWIV</th>
</tr>
</thead>
<tbody>
<tr>
<td>office</td>
<td>Hahnstraße 49</td>
</tr>
<tr>
<td>address</td>
<td>60528 Frankfurt am Main, Germany</td>
</tr>
<tr>
<td>telephone</td>
<td>+49 69 265 4544 1</td>
</tr>
<tr>
<td>email</td>
<td><a href="mailto:info@corridor-rhine-alpine.eu">info@corridor-rhine-alpine.eu</a></td>
</tr>
<tr>
<td>website</td>
<td><a href="http://www.corridor-rhine-alpine.eu">www.corridor-rhine-alpine.eu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>organisation:</th>
<th>GEIE Rail Freight Corridor North Sea Mediterranean</th>
</tr>
</thead>
<tbody>
<tr>
<td>office</td>
<td>9, place de la Gare, Luxembourg</td>
</tr>
<tr>
<td>address</td>
<td>L-1616 Luxembourg, Luxembourg</td>
</tr>
<tr>
<td>email</td>
<td>info/rfc2.eu</td>
</tr>
<tr>
<td>website</td>
<td><a href="http://www.rfc2.eu">www.rfc2.eu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>organisation:</th>
<th>RFC North Sea – Baltic</th>
</tr>
</thead>
<tbody>
<tr>
<td>office</td>
<td>74 Targowa Street, Warsaw, Poland</td>
</tr>
<tr>
<td>address</td>
<td>03-734 Warsaw, Poland</td>
</tr>
<tr>
<td>telephone</td>
<td>+48 22 47 32 329</td>
</tr>
<tr>
<td>email</td>
<td>info/rfc8.eu</td>
</tr>
<tr>
<td>website</td>
<td><a href="http://www.rfc8.eu">www.rfc8.eu</a></td>
</tr>
</tbody>
</table>

For further rules on rail freight corridors, see also Chapters 4.2.1, 4.4.1.1, 4.4.1.2 and 4.4.1.3.

1.10 RailNetEurope – international cooperation between infrastructure managers

Capacity requests for train services that cross the boundary of the area under management of ProRail are handled in a coordinated manner according to the agreements with Keyrail and the managers of the neighbouring railway networks, as concluded by ProRail within RailNetEurope. ProRail, working together with Keyrail and the managers of the neighbouring railway networks, also coordinates the planning (annual timetable and ad hoc) of possessions as well as intervention measures as described in Chapter 4.8.

ProRail cooperates with the managers of neighbouring railway networks. This cooperation includes:

- the harmonisation of infrastructure development and the co-ordinated planning of maintenance and management activities that influence cross-border traffic,
- the capacity allocation: the cooperation required for offering through train paths for international traffic (including coordination at freight corridor level),
- agreements on the control and intervention of cross-border train traffic; this includes the development of systems for the necessary exchange of data.

RailNetEurope

RailNetEurope (RNE) was founded in January 2004 at the initiative of a number of European infrastructure managers and railway capacity allocation authorities. As a non-profit organisation, it facilitates international traffic on the European railway infrastructure.

RailNetEurope is dedicated towards promoting international traffic on the European rail infrastructure. RailNetEurope strives to support railway undertakings in their international activities (both for freight and passenger transport) and to improve the efficiency of processes applied by the infrastructure managers. As a trans-European association, RailNetEurope plays a central role in stimulating industry to follow harmonised, transparent and non-discriminatory rules in the international railway sector.
RailNetEurope currently has 35 members. The combined railway network has a length of approx. 230,000 km.

For more information, see the website of RailNetEurope.

### 1.10.1 One-Stop-Shop

The railway infrastructure managers and railway capacity allocation authorities in the EU Member States have set up One-Stop-Shops that function as a network of customer contact points within the framework of RNE. In order to request an international train path, a railway undertaking need only contact a One-Stop-Shop, which will then initiate the entire international coordination process. The One-Stop-Shop approached by a railway undertaking will, after consultation with the managers involved:

- Coordinate the handling of capacity requests for every requested international train path within the RNE, in such a manner that the requests are appropriately included in the annual timetable process.
- Propose train paths for the entire international infrastructure. Coordination of this process takes places predominantly through the RNE application, Path Coordination System.

Exceptions concern the requests for train paths of which the capacity is allocated by the Rail Freight Corridors (see Chapter 1.9). Requests for this capacity must be submitted to the corridor-OSS.

Every One-Stop-Shop is part of an international network aimed at providing customers with easy access to the main railway network. For a list of the contact particulars of the One-Stop-Shops, go to the website of RailNetEurope.

To contact the ProRail One-Stop-Shop:

<table>
<thead>
<tr>
<th>organisation</th>
<th>ProRail BV, Transport and Timetables Capacity Allocation Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>postal</td>
<td>P.O. Box 2038</td>
</tr>
<tr>
<td>address</td>
<td>3500 GA Utrecht</td>
</tr>
<tr>
<td>office address</td>
<td>Moreelsepark 3</td>
</tr>
<tr>
<td>telephone</td>
<td>+31 (0) 88 231 3456</td>
</tr>
<tr>
<td>email</td>
<td><a href="mailto:oss@prorail.nl">oss@prorail.nl</a></td>
</tr>
</tbody>
</table>

### 1.10.2 RNE tools

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

- **Path Coordination System (PCS)** is a system for the application for and coordination of international timetables.

- **Charging Information System (CIS)** is a system for the provision of price information on user charges.

- **Train Information System (TIS)** is a system that provides real-time information on the timetable of international trains.
2 Access conditions

2.1 Introduction

The Railways Act offers the legal framework for access to the main railway network and for the allocation of capacity rights to the main railway network.

2.2 General access requirements

The requirements for access to and use of the main railway network are laid down by law.

Summary of regulations

► Access to the railway infrastructure is granted to railway undertakings. The term railway undertaking means any public or private undertaking, the principal business of which is to provide services for the transport of goods and/or passengers by rail with the requirement that the undertaking must also provide traction.

In the Netherlands, the term railway undertaking; also includes undertakings that provide traction without providing services for the transport of goods and/or passengers by rail. Dutch law in this respect allows for a broader interpretation than European law.

2.2.1 Requirements for applying for capacity

The requirements made of applicants for capacity are laid down by law.

Summary of regulations

► The following categories of natural person or legal entity are entitled to request capacity from ProRail; they are also entitled to enter into an Access Agreement or a Framework Agreement with ProRail:

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

Titleholders that are not railway undertakings can exclusively enter into a limited Access Agreement, which entails capacity rights, but does not entitle them to gain access to or make use of the main railway network infrastructure. A limited Access Agreement with a titleholder that is not a railway undertaking is referred to in this Network Statement as a Capacity Agreement.

2.2.2 Conditions for access to the railway infrastructure

The requirements for access to and use of the main railway network are laid down by law.

Summary of regulations

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

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

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8 Section 27 Paragraph 1 Railways Act
9 Section 1 Railways Act
10 Section 57 Paragraph 2c Railways Act
11 Section 27 Paragraph 2 Railways Act
This is subject to the condition that the proposed traffic participation is permitted under the operating licence, the safety certificate and the insurance policy. ProRail stresses that the provision of rail transport services is subject to statutory provisions, as summarised in Appendix 7.

ProRail particularly draws attention to the obligation to report before 11 February 2016 to the ACM and to ProRail on the intention to apply for capacity for new or changed train services for cross-border passenger transport in the 2017 Timetable.\(^{12}\)

<table>
<thead>
<tr>
<th>organisation:</th>
<th>ACM, Consumer &amp; Market Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>postal</td>
<td>PO Box 16326</td>
</tr>
<tr>
<td>address:</td>
<td>2500 BH The Hague</td>
</tr>
<tr>
<td>office address:</td>
<td>Muzenstraat 41</td>
</tr>
<tr>
<td></td>
<td>2511 WB The Hague</td>
</tr>
<tr>
<td>telephone:</td>
<td>+31 (0) 70 72 22 000</td>
</tr>
<tr>
<td>fax:</td>
<td>+31 (0) 70 72 22 355</td>
</tr>
<tr>
<td>website:</td>
<td><a href="http://www.acm.nl">www.acm.nl</a></td>
</tr>
</tbody>
</table>

### 2.2.3 Licences

**Summary of regulations**

▶ An operating licence is prescribed for access to the main railway network.\(^{13}\) Operating licences for enterprises established in the Netherlands are issued by the Transport Inspectorate (ILT). ◄

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

<table>
<thead>
<tr>
<th>organisation:</th>
<th>Environmental Health and Transport Inspectorate Rail and Road Transport</th>
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</thead>
<tbody>
<tr>
<td>postal</td>
<td>PO Box 1511</td>
</tr>
<tr>
<td>address:</td>
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</tr>
<tr>
<td>office address:</td>
<td>Europalaan 40</td>
</tr>
<tr>
<td></td>
<td>3526 KS Utrecht</td>
</tr>
<tr>
<td>telephone:</td>
<td>+31 (0) 88 489 0000</td>
</tr>
<tr>
<td>website:</td>
<td><a href="http://www.ilent.nl">www.ilent.nl</a></td>
</tr>
</tbody>
</table>

### 2.2.4 Safety certificates

**Summary of regulations**

▶ A safety or test certificate is prescribed by law for access to and use of the main railway network.\(^{14}\) Safety and test certificates are issued by the Transport Inspectorate. ◄

Railway undertakings and prospective railway undertakings that are in preparation for acquiring a safety certificate or a test certificate can on request (for contact particulars, see Chapter 1.8) gain access to the Transporters Portal on which ProRail makes information available regarding the route(s) that they wish to operate, in accordance with the provisions of the technical specifications regarding interoperability of the operations subsystem and the traffic control of the railway system.

\(^{12}\) Section 57 Paragraphs 4 and 5 Railways Act  
\(^{13}\) Section 27 Paragraph 2a Railways Act  
\(^{14}\) Section 27 Paragraph 2b Railways Act
2.2.5 Cover of liabilities

Summary of regulations
► A railway undertaking that makes use of the main railway network must be insured against the financial risks arising from statutory liability\(^ {15} \); the minimum cover is € 10,000,000 per event.\(^ {16} \)

Undertakings that exclusively use the main railway network infrastructure for exchange or station facilities in a railway yard, or that solely run on decommissioned tracks in order to carry out work on those tracks must provide for a minimum cover of € 2,500,000 per event.\(^ {17} \) ◄

2.3 General business/commercial conditions

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

Holders of railway vehicles or other undertakings, and perform work on or in railway vehicles that under the responsibility of a railway undertaking are present on the railways managed by ProRail have access as auxiliary staff to the railways.

Access by (personnel of) railway undertakings and their auxiliary staff to buildings and sites of ProRail is governed by the Company Regulations of ProRail\(^ {19} \), insofar as access does not fall under the terms of the Access Agreement.

2.3.1 Framework Agreements

A Framework Agreement is concluded between a titleholder and ProRail. Framework Agreements are capacity agreements with a term longer than one timetable year. These agreements can include agreements on the development of the infrastructure.

A Framework Agreement must comply with the conditions referred to in Section 60 Railways Act.

In drawing up a Framework Agreement, ProRail will take proposals made by titleholders and the mutual rights and obligations into consideration. In particular the agreed capacity may not hamper other expected requests for capacity.

The Framework Agreement must contain suitable provisions for the agreement to be amended in the event that such is necessary for more efficient use of capacity. In the capacity allocation process, capacity allocation rules based on legal provisions always have priority over regulations provided for by a Framework Agreement.

ProRail does not offer any framework agreements for capacity from 11 December 2017.

2.3.2 Contracts with with railway undertakings

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

Summary of regulations
► The Access Agreement must contain provisions about the quality of the main railway infrastructure offered by ProRail, about the use of the capacity and the user charges.\(^ {20} \) ◄

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

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\(^{15} \) Section 55 Railways Act
\(^{16} \) Section 7 Operating Licence and Safety Certificate (Main Railways) Decree
\(^{17} \) Section 8 Paragraph 3 Operating Licence and Safety Certificate (Main Railways) Decree
\(^{18} \) Section 59 Railways Act
\(^{19} \) RLN00300, version 006 dated 15 February 2014, available for consultation on the website of ProRail.
\(^{20} \) Section 59 Paragraph 1 Railways Act
Subject to conditions determined by the Transport Inspectorate with respect to operating licences, safety certificates and the admission of rolling stock, ProRail can conclude a (limited) Access Agreement for the transfer traffic between a main railway and a railway of a different qualification.

**General Terms & Conditions**

ProRail will, by way of General Terms & Conditions included in the Access Agreements, lay down the administrative, technical and financial regulations applicable to use of the railway infrastructure managed by ProRail as well as the provided services. Regulations of the CUI[^21], which by operation of law apply only to the use of the infrastructure in international rail traffic, have been included in the General Terms & Conditions, or are by way of the General Terms & Conditions declared to apply mutatis mutandis to the use of infrastructure for domestic transport and for other use of the railways to which the regulations of the CUI do not legally apply. The Access Agreement and the General Terms & Conditions have been drawn up in accordance with the European General Terms & Conditions as agreed between CIT, CER and RNE. The European General Terms & Conditions are available for consultation on the [website of ProRail](#).

The General Terms & Conditions include provisions regarding the compensation of losses incurred by the railway undertaking or ProRail as a result of incidents in the performance of the Access Agreement or failure to fulfil the agreement. Also included is a third-party clause with respect to losses attributable to another railway undertaking, which a railway undertaking can incur while making use of the infrastructure.

**Regulations to be agreed upon**

- ProRail wishes to include a provision in all Access Agreements declaring the applicability of the General Terms & Conditions.

**Quality and performance**

ProRail wishes to enter into multi-year agreements with titleholders on the quality of the services ProRail provides to titleholders. In its annual Network Statement, ProRail specifies the available quality with accompanying minimum and target values, which serve as a guideline in consultations with titleholders. Moreover, ProRail will on the basis of those agreements submit a request for subsidy for the coming calendar year with the Ministry of Infrastructure and the Environment.

**Regulations to be agreed upon**

- ProRail offers to make agreements in the Access Agreement regarding the quality of the services to be provided, together with the accompanying base and target values within the framework of the subsidy budget to be applied for and received by ProRail. This offer does not prejudice ProRail's right to make supplementary agreements with individual titleholders on the quality of infrastructure and services.

**Conclusion of the agreement**

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

Titleholders who wish to conclude their first Access Agreement as railway undertaking 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 railway infrastructure.

### 2.3.3 Contracts with non-railway undertakings applicants

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

the traffic date of the identity of the railway undertaking that will provide the train service on behalf of
the titleholder.

2.4 Operational Rules

Summary of regulations

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

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

Regulations to be agreed upon

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

Official language

ProRail uses Dutch as its official language in the TSI ‘Operations and Traffic Control’

2.5 Exceptional transports

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

ProRail has been authorised to grant an exemption for running of railway vehicles, the load of which
exceed the applicable loading gauge for railway vehicles; exemptions from other statutory
requirements are granted by the Transport Inspectorate.

If a load is in the Red Measuring Area, see Appendix 12, the railway undertaking must report such to
ProRail, which may prompt instructions by ProRail.

Exemptions for out of gauge loads as well as information on the conditions for exceptional transport
can be requested from the One-Stop-Shop of ProRail, for contact particulars, see Chapter 1.10.1.

2.6 Dangerous goods

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

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

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23 Section 2 Paragraph 1 ProRail Mandate and Authorisation Decree
24 Section 10 Paragraph 2 Rail Traffic Decree
25 Section 10 Paragraph 3 Rail Traffic Decree
26 Regulations governing the international carriage of dangerous goods by rail (RID), Annex C to the
Convention concerning the international carriage by rail (COTIF).
The handling and stabiling of wagons containing dangerous goods is only permitted on railway yards specially equipped for such (see Chapter 3.4.3), under the terms of the environmental permit granted for the yard in question.

**Summary of regulations**

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

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

**Regulations to be agreed upon**

► ProRail wants to state in the Access Agreement whether the business activities of the railway undertakings include the transport of dangerous goods, and if so, include agreements in the Access Agreement on the method:
  - of information provision regarding said transport (see Appendix 6, Operational Conditions, Section 4.2.1),
  - of the provision of data regarding the load and wagon sequence in trains and at railway yards (see Appendix 6, Operational Conditions, Section 4.2.2).

If the operating activities of a railway undertaking includes the transport of nuclear substances, further agreements within the context of the Access Agreement will be made prior to the transport. Insofar as these agreements require any commitment on the part of ProRail and/or its auxiliary persons, the related actual costs are for the risk and account of the railway undertaking. ◄

### 2.7 Rolling stock acceptance process guidelines

**Authorisation for placing in service**

**Summary of regulations**

► Admission of a railway vehicle on the main railway network requires an authorisation for placing in service (APIS). If a railway vehicle has already been admitted in another country, an additional authorisation for placing in service is required. The (additional) APIS is issued by ILT (the Transport Inspectorate, acting as the Dutch NSA) on behalf of the Minister of Infrastructure and the Environment. ProRail assesses whether compliance with the main railway network infrastructure is included in the technical file of the application for an (additional) APIS and advises ILT in this respect. The Minister can issue the authorisation on the basis of this advice. The law stipulates the mandatory inspections to be performed and the requirements a railway vehicle has to meet to qualify for a (additional) APIS.  

Before operation, railway vehicles must be entered in the national vehicle register of the Netherlands or another country. ◄

**Operation and maintenance of railway vehicles**

In case of a request for an APIS, only the applicable requirements regarding the design operating state of a vehicle are assessed. As soon as a vehicle is placed in service by a railway undertaking, the latter is responsible for operation and maintenance of the vehicle in accordance with the applicable essential requirements.

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27 Section 36 Railways Act  
28 Section 37 Railways Act
Summary of regulations

► The railway vehicle placed in service on the main railway network under the responsibility of the railway undertaking falls under an entity in charge of maintenance (ECM), which ensures that the railway vehicle is maintained in accordance with the applicable requirements.  

The railway undertaking or the vehicle keeper ensure that the railway vehicle is operated in accordance with the applicable requirements.  

Regulations to be agreed upon

► ProRail wants to include the provisions below in the Access Agreement.
  
  • ProRail can request the issuing body to provide the (additional) APIS or the admission certificates (when issued before 19 July 2008).
  • The railway undertaking that has deployed a railway vehicle remains responsible for that railway vehicle towards ProRail from the moment of deployment. This responsibility only lapses once another railway undertaking has transported or moved that railway vehicle, or has notified ProRail that it assumes responsibility for the railway vehicle.
  • ProRail may require a supplementary inspection of (repaired) railway vehicles with regard to aspects relevant to ProRail as regards the sound and effective management of infrastructure, and which aspects were not included in the inspection for the (additional) APIS or the admission certificate.  

2.8 Staff acceptance process

Summary of regulations

► 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.  

Regulations to be agreed upon

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

The Access Agreement can include regulations for the direct exchange of information between ProRail and (auxiliary) persons engaged by the railway undertaking.

ProRail wants to reach agreements with railway undertakings on the subjects below, subject to the provisions of the Operational Conditions.
  
  • The identification of trains by a train number (Section 1.3 of Appendix 6).
  • The use of locally controlled areas (Section 2.2 of Appendix 6).
  • The procedures to be observed in the communication of safety measures and the applicable forms (Section 2.3 of Appendix 6).
  • The preparation for and the handling of disasters and train incidents (Section 4.1 of Appendix 6).
  • The operation of infrastructural elements (Section 5.1 of Appendix 6).
  • The local operating rules (Section 5.2 of Appendix 6);
  • The operational chain cooperation rules that apply to the use of the Betuwe Line (Section 5.3 of Appendix 6).

ProRail will address the railway undertakings in the event that inadequate control of their operating processes hampers the effective use of the infrastructure, or causes loss or damage to or has any detrimental effect on ProRail, other traffic or the environment.

29 Section 46 Railways Act  
30 Section 47 Railways Act  
31 Section 22 Paragraph 2d and Sections 49 to 54 Railways Act
2.9 Requirements relating to information provision

The railway undertaking will 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 application data in Chapter 4).
- The information that the railway undertaking provides immediately prior to and during actual use of the infrastructure.
- The information that the railway undertaking provides on expiry of a certain period of time, and which relates to actual use, traffic and transport during said period (see Appendix 8).
- Information on activities by the railway undertaking within facilities, in the sense of the Environmental Management Act, of the infrastructure that are subject to a reporting duty on the part of the permit holder.
- ETCS loggings for fault analyses.
- Relevant particulars of the railway undertaking intended exclusively for incident investigations aimed at improving product quality or safety. These particulars include the Automatic Run Registration (ARR), Juridical Recording Unit (JRU) of the traction vehicle or an analysis of data performed by the railway undertaking. ProRail can request the provision of the above information.

Reports to meet the duty resting on railway undertakings to provide statistical data.

Railway undertakings are under legal obligation to provide statistical data about their traffic to the Central Bureau of Statistics (CBS).

ProRail is prepared, following receipt of an authorisation to this effect by the railway undertaking, to furnish data available to ProRail directly to the Central Bureau of Statistics.

**Regulations to be agreed upon**

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

3.1 Introduction

This chapter contains a description of the functional and technical characteristics of the railway infrastructure managed by ProRail. The description relates to the characteristics of the infrastructure that are fundamental in terms of interoperability. ProRail will on request provide information on the other functional and technical characteristics of the infrastructure that are of importance to the use of the capacity, including information on occupancy or environmental permits issued to ProRail. ProRail and the railway undertaking will within the framework of the Access Agreement make arrangements on the provision of other information important to the use of the infrastructure. ProRail will endeavour to keep the technical and functional characteristics of the infrastructure compliant with the descriptions contained in the Network Statement 2017. ProRail will announce any changes to technical or functional characteristics described in the Network Statement 2017 in the form of a supplement to the Network Statement, in as far as such modification has an impact on through train traffic according to the basic access package as defined in Annex II of Directive 2012/34/EU. Other changes to technical or functional characteristics will be announced in the manner set out in the Access Agreement.

3.2 Extent of network

The area under the management of ProRail is defined by means of:
- A specification of the railways that fall under the management of ProRail, with the accompanying infrastructure and decommissioned lines.
- A specification of the transition points to following railways that fall outside the management of ProRail.

3.2.1 Limits

The railway network managed by ProRail is portrayed at route section level in the network overview map in Appendix 1. This appendix also includes a table with the railways designated as part of the main railway network that link up with the sidings in port and industrial areas.

The railway network managed by ProRail comprises:
- The railways designated as main railway network by the Railways Allocation Decree, the management of which has been assigned by concession to ProRail.
- The infrastructural facilities that constitute part of the main railway network and which are designated as railway infrastructure.
- A number of infrastructural facilities that are related to the traffic on the main railway network and are managed by ProRail, such as the transfer areas in stations, refuelling facilities and bicycle storage facilities.
- A number of decommissioned tracks, not designated part of the main railway network, further described in Appendix 11.

Decommissioned route sections and tracks.
Due to building phase measures, the route section between Utrecht Maliebaan and Lunetten connection/flyover is not available for train traffic during the entire validity period of this Network Statement.

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32 The railways as stated in Appendix 1 and Appendix 2a Railways Allocation Decree.
33 The railways as stated in Appendix 2a Railways Allocation Decree.
34 See Annex I to Directive 2012/34/EU.
ProRail manages a number of decommissioned railways and main siding lines (see Appendix 11). In anticipation of further decision-making, ProRail has implemented preservative measures to minimise maintenance requirements.

Traffic on these decommissioned railway lines is only possible after agreement has been reached on the financing and performance of reactivation measures and after ProRail has carried out those reactivation measures. The reactivation of decommissioned railway lines is announced by means of a supplement to the Network Statement.

ProRail can, following consultation with the relevant railway undertakings, decide to decommission (sections of) tracks on a railway yard that forms part of the main railway network. Reactivation measures are in that case always for the account of ProRail.

**Information available on request**
- The precise location of the boundaries of the area managed by ProRail.

### 3.2.2 Connected railway networks

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\(^{35}\)
  - Eijsden – Visé
- **With the railway network in Germany managed by DB Netz AG, at the border crossings:**
  - Nieuweschans – Weener
  - Oldenzaal – Bad Bentheim
  - Enschede – Gronau\(^{36}\)
  - Zevenaar – Emmerich
  - Venlo – Kaldenkirchen
  - Haanrade – Herzogenrath

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

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

### 3.2.3 Further information

The Network Statement provides user information on those aspects of the infrastructure that are of fundamental importance in terms of interoperability. Detailed information, which experience has shown to be most frequently required, but which does not have immediate significance in terms of interoperability, can be found under the headers 'Information available on request'. ProRail and the railway undertaking will within the framework of the Access Agreement make arrangements on the provision of other information important to the use of the infrastructure. At local level or under particular conditions, the potential for use of the railway infrastructure in the case of exceptional transport may prove greater than that described in this Network Statement. On this too, ProRail provides information within the framework of the Access Agreement.

\(^{35}\) The Maastricht - Lanaken railway line connects the industrial estate located near the border on Belgian territory with the Dutch railway network; the railway line offers no connection for through traffic to/from the Belgian railway network.

\(^{36}\) The Enschede – Gronau railway line is not connected in Enschede to the other main railway network in the Netherlands.
Agreement. Provision of such information is subject to the compensation schemes as laid down in the Access Agreement.

Contact address for the provision of information and documentation relating to the (possible use of the) infrastructure:

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

Railway undertakings and prospective railway undertakings can on request (for contact particulars, see Chapter 1.8) gain access to the Transporters Portal on which ProRail provides information.

3.3 Network description

The characteristics of the network infrastructure relevant to traffic use are described in this chapter and the paragraphs below. Detailed information on the user-relevant characteristics of the network infrastructure is also made available via:

- The Rail and Road Signs application as described in Section 1 of Appendix 23.
- ProRail can in response to specific questions from railway undertakings provide customised information, see the services:
  - ‘Customised functionality of railway infrastructure via Infra-Atlas’ in Chapter 5.5.2.1,
  - ‘Route section videos for driver training’ in Chapter 5.5.2.7,
- The Rail and Road Signs application as described in Section 2 of Appendix 23.
- The publication on temporary speed restrictions as described in Section 3 of Appendix 23.
- The infrastructure register, see the Transporters Portal of ProRail. This register as referred to in Article 35 of Directive 2008/57/EC comprises the interoperability characteristics of the high-speed infrastructure (HSL-Zuid) and partly of the conventional infrastructure.

Summary of regulations

► The infrastructure of the main railway network that was commissioned on 1 April 2012 or later, complies with the statutory aspects as stated in the Network Infrastructure Regulations. The infrastructure thus also complies with the requirements concerning the interoperability of the railway system within the Community, in accordance with Directive 2008/57/EC. ◄

3.3.1 Geographic identification

The configuration of the railway network managed by ProRail is distinguished according to:
1. route sections
2. track gauge
3. stations and nodes

Also, an overview is provided of the relevant detailed information available on request.

3.3.1.1 Track typologies

- Network configuration: see Appendix 1.
- Single-track, double-track and multi-track route sections: see Appendix 1.
- Distances between nodes (selection): see Appendix 1.
- Effective length of railway sidings: see the Transporters Portal of ProRail.

3.3.1.2 Track gauges

- 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).

3.3.1.3 Stations and nodes

- Nodes in the railway network: see Appendix 1.
- Names of the main stations and nodes: see Appendix 1.

3.3.1.4 Information available on request

- Track plan and route options per railway yard, with identification marks (letters/numbers) of tracks, signals, points and other facilities.
- Directional orientation of route sections at stations.
- Kilometre measurement(s) per route section.
- Classification for functional use of tracks at railway yards as determined in the local planning (arrival/departure/setting back/stabling/placement/shunting, etc.).
- The location and full and abbreviated names of all railway yards, stations, border crossing points and other important points.
- Effective length of arrival, departure, stabling and overtaking tracks present at each station.
- Location of branches to sidings.
- Term for completion of measures to reactivate decommissioned route sections, including the conditions under which such measures are carried out, which may include compliance with procedures prescribed by law.
- The boundaries of the tracks and rail sections that are designated as 'railway yard' pursuant to the Rail Traffic Decree.\(^{38}\)

3.3.2 Capabilities

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

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

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

Use outside the limit values of the aforementioned parameters is permitted only under regulations concerning Exceptional Transport to be agreed upon; these are described in Section 1.2 of Appendix 6.

3.3.2.1 Loading gauge

- Railway vehicles (including load), the loading gauge of which complies with G2\(^{39}\) are permitted on the entire network managed by ProRail.
- Railway vehicles (including load), the loading gauge of which complies with GC\(^{40}\) 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\(^{41}\) are permitted on the route sections designated in Appendix 12 as NL-1 or NL-2.

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\(^{38}\) Sections 29 to 34 Rail Traffic Decree; Sections 38 to 40 Rail Traffic Regulations

\(^{39}\) Section 13 Paragraph 1 Railway Vehicles Service Regulations

\(^{40}\) Section 13 Paragraph 2 Railway Vehicles Service Regulations

\(^{41}\) Section 13 Paragraph 2 Railway Vehicles Service Regulations
• Railway vehicles (including load), the loading gauge of which complies with NL-2\textsuperscript{42} are permitted on the route sections designated in Appendix 12 as NL-2.
• Railway vehicles (including load) with a loading gauge that does not fit within the applicable loading gauge for that route section is designated as Exceptional Transport, see Chapter 2.5. This is in any event applicable if a load is in the so-called Red Measuring Area, see Appendix 12.
• Vehicles used on border route sections must also comply with the vehicle gauge requirements of the neighbouring railway network.

3.3.2.2 Weight limits
• Loading Class C2 (loading class codes according to UIC leaflet NEN-EN 15528) is permitted throughout the entire network.
• Large sections of the network, including all route sections forming part of the rail freight corridors, can accommodate Loading Class D4 subject to the conditions of Exceptional Transport (see Section 1.2 of Appendix 6 and Appendix 13). Insofar as use is made of regular routes, these conditions only concern compliance with local speed restrictions.
• Also, the vehicle load may not exceed the maximum permissible load specified for that railway vehicle.\textsuperscript{43}

3.3.2.3 Line gradients
• The gradient of railway sidings will not exceed 1:1000.
• The gradient of other tracks will as a rule not exceed 1:200. In case of larger gradients, the signalling will be equipped to ensure that heavy trains need not be brought to a stop on such gradients.

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

3.3.2.5 Maximum train length
• The maximum train length (including locomotive) is 740m for freight trains and 400m (excluding a tolerance of 1% according to the TSI ‘Rolling Stock’ of the trans-European high-speed rail system) for high-speed passenger trains. Length-specific limitations also apply to international traffic.
• The train length must in all cases be less than the effective length of the departure, overtaking and arrival tracks present at each station for which the train is scheduled according to the timetable. Additionally, the length of passenger trains must be attuned to the effective length of the platforms at which the train will stop according to the timetable (see Appendix 19). In case of a scheduled detour, the length restrictions according to the timetable for that route apply.
• ProRail has in consultation with the manager of the neighbouring railways for freight trains determined the maximum train lengths (including traction vehicles) for the following border crossings:
  – via Oldenzaal – Bad Bentheim: maximum 590m
  – via Zevenaar – Emmerich: maximum 690m
  – via Venlo – Kaldenkirchen: maximum 650m

3.3.2.6 Power supply
Provided in Appendix 17 is the following information:
• The route sections fitted out with an overhead line for electrical 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.

\textsuperscript{42} Section 13 Paragraph 2 Railway Vehicles Service Regulations
\textsuperscript{43} Section 17 Paragraph 2 Rail Traffic Decree
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.

**Regulations to be agreed upon**

- The contractual conditions for use of the overhead contact line are agreed upon in the Access Agreement for the ‘Traction power supply’ service is part of the basic access package. ProRail requires the railway undertaking to provide particulars per type of electric railway vehicle as described in Section 3 of Appendix 8.

### 3.3.2.7 Information available on request

- Information on the kinetic loading gauge NL-1 at stations and railway yards.
- Angle ratios of points with permitted speeds.
- Locally applicable speed limits.
- Permissible speeds per route.
- Contact line voltage tolerances
- Presence of overhead lines at individual tracks.

### 3.3.3 Traffic control and communication systems

The railways are fitted with signalling systems, as well as safety and communications systems to ensure the safe and controlled flow of 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 detailed in the Authorisation Regulations on Local Operating Rules, see Section 5.2 of Appendix 6.

#### 3.3.3.1 Signalling systems

The type of signalling system per route section is described in Table 3.1.

<table>
<thead>
<tr>
<th>Route section</th>
<th>Applicable signalling system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoofddorp – Rotterdam Centraal (forming part of the HSL-Zuid)</td>
<td>Single signalling system ERTMS Level 2 version 2.3.0 corridor with cabin signalling via ETCS. The fall-back signalling system is ERTMS Level 1.</td>
</tr>
<tr>
<td>Rotterdam Lombardijen – Hazeldonk border (forming part of the HSL-Zuid)</td>
<td>Single signalling system ERTMS Level 1 version 2.3.0.d. Light signalling system.</td>
</tr>
<tr>
<td>Maasvlakte – Barendrecht Vork (forming part of the Betuwe Line)</td>
<td>Dual signalling:  — ERTMS Level 1 version 2.3.0.d.  — ATB and light signalling system. Trains equipped with only ATB, and trains with ERTMS/ETCS can run simultaneously.</td>
</tr>
<tr>
<td>Barendrecht Vork – Kijfhoek Zuid (forming part of the Betuwe Line)</td>
<td>Single signalling system ERTMS Level 2 version 2.3.0d with cabin signalling via ETCS.</td>
</tr>
<tr>
<td>Kijfhoek-Zuid – Zevenaar connection (forming part of the Betuwe Line)</td>
<td>Single signalling system ERTMS Level 2 version 2.3.0d with cabin signalling via ETCS.</td>
</tr>
<tr>
<td>Zevenaar-Oost – Zevenaar border</td>
<td>Single signalling system ERTMS Level 2 version 2.3.0d with cabin signalling via ETCS.</td>
</tr>
<tr>
<td>Amsterdam Duivendrecht – Utrecht (Amsterdam-Utrecht)</td>
<td>Dual signalling:  — ERTMS Level 2 version 2.3.0d with cabin signalling via ETCS.  — Light signals, supported by cabin signalling via ATB.</td>
</tr>
<tr>
<td>Lelystad storage yard connection – Hattemerbroek connection (Hanze Line)</td>
<td>Local operation of signals by train personnel using an infrared remote control system.</td>
</tr>
<tr>
<td>Enschede – Enschede border</td>
<td></td>
</tr>
<tr>
<td>Winterswijk – Doetinchem</td>
<td></td>
</tr>
</tbody>
</table>
3.3.3.2 Traffic control systems

- Traffic control support systems are fed with train composition data as entered into the timetable planning systems. The conditions for the use of these systems by railway undertakings are subject to further agreement.
- Generally, all network traffic control posts and the back-office of the response organisation are open continuously 24 hours a day, although altered opening times may apply in case of public holidays.
- Once the annual timetable is determined, ProRail (in consultation with the titleholders involved) may decide to close (network) traffic control posts during those hours in which no scheduled traffic will take place within the area under their control. These closing times are announced in the Local Operating Rules, see Section 5.2 of Appendix 6.
- Prior to use, arrangements with regard to safety management and the exchange of safety data must be agreed with ProRail in the cases below.
  - The utilisation of route sections that are not equipped with centrally controlled safety systems.
  - The utilisation of tracks and routes to, within and from the locally controlled area of stations, if such takes place outside the time periods during which, according to the Local Operating Rules, a local traffic controller should be present.

3.3.3.3 Communication systems

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

For additional applications see the ‘Access to the telecommunications network’ service in Chapter 5.5.1.

3.3.3.4 Automatic train control systems

- Type of automatic train control (ATC) system per route section: see Appendix 14. The (Belgian) ATC system Memor/krokodil is installed between the national border and the start/end of the ATC system covered area on the border route sections Roosendaal – Roosendaal border and Maastricht-Eijsden border.
  - 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 border, and the border route section Enschede – Enschede border.
  - Both ATC-EG and an ERTMS ATC system are present on the route sections Amsterdam Duivendrecht – Utrecht and Lelystad stabling yard connection – Hattemerbroek connection. Traction vehicles fitted with ATC system and/or compatible ERTMS train equipment can use this route section. The ERTMS control system permits suitable and approved rolling stock to run at the speeds indicated below.
    - Amsterdam – Utrecht: 160 km/h
    - Lelystad stabling yard connection – Hattemerbroek connection: 200 km/h
  - Rolling stock fitted with ETCS can run on this route section with ATC system without requiring ERTMS communication encryption keys.
- The shunting hump in Kijfhoek is fitted with an automated hump process control system. Traction vehicles used for shunting via this hump must be fitted with equipment for communication with and control by the hump process control system.
- The ATC system (both ATC-EG and ATC-NG) monitors the instruction to reduce speed to the limit indicated by the signalling system. At selected locations, the system has an extra function (*ATC-
Vv') that provides for braking curve monitoring in the speed range between 0 and 40 km/h. ATC-Vv only works on rolling stock fitted with the ATC-Vv functionality.

- An ETCS level transition STM-ATC <-> STM-PZB is present on the border route sections:
  - Nieuweschans – Weener (D)
  - Coevorden – Laarwald (D)
  - Oldenzaal – Bad Bentheim (D)
  - Venlo (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)

Summary of regulations

- Relationship between safety/signalling system and the relevant railway vehicle admission requirements:
  - Traction vehicles making use of route sections fitted out with the ATC system must be equipped with ATC system train equipment or compatible ETCS.
  - Traction vehicles making use of the high-speed route sections Hoofddorp – Rotterdam West and Barendrecht – Belgian border must be equipped with ETCS (switchover to ETCS <-> ATB during the run).
  - Traction vehicles making use of the Amsterdam Duivendrecht – Utrecht or Lelystad stabling yard connection – Hattemerbroek connection must be equipped with ATB train equipment or ETCS with STM-ATB. When running this route section under ETCS, the permitted speed indicated by the ETCS cabin signal takes the place of the permitted speed indicated by light signals.
  - Traction vehicles making use of the route section Zevenaar – Zevenaar border are fitted with ETCS including ATB and PZB to enable switchover during the run.

Regulations to be agreed upon

- ProRail has:
  - described the procedures for requesting and managing communication encryption keys, which are required to run on ERTMS level 2 route sections,
  - and the user processes for the running of trains with ERTMS, in Section 5.1 of Appendix 6 of the Operational Conditions and wants to include these in the Access Agreement.

3.3.3.5 Train detection systems

- Multiple train detection systems are used on the railway network managed by ProRail in order to feed the safety system with information on track occupation; some of these detection systems make use of the shorting effect of wheelsets (track circuits), other systems make use of physical phenomena, such as the influencing of a magnetic field (axle counters and detection loops) or rail deflection (pedals).
- Railway vehicles must 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).
- The compatibility requirements connected to the various detection systems are laid down in the Railway Vehicles Service Regulations. Which train detection systems are in use on which route section is stated in Appendix 15.

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45 Section 3 Railway Vehicles Service Regulations
46 Section 31 Rail Traffic Regulations
For further information on the train detection system per route section and the relationship between the train detection systems and the applicable compatibility requirements laid down in the Railway Vehicles Service Regulations: see the [Transporters Portal of ProRail](#).

### 3.3.3.6 Information available on request

- Operating instructions: descriptions of the safety systems installed locally, the operating areas of the safety systems, block sections, possible combinations of route controls, indication per signal and local operating procedures.
- Further information on the (Belgian) automatic train control system Memor/krokodil.
- Further information on the (German) automatic train control system PZB/Indusi.
- Working zone divisions (the division of the railway network into zones which can be completely decommissioned at any given moment).
- Type of signalling system per route section.
- Location of the crossovers from a centrally controlled area to a locally controlled one.
- Division of the railway network into traffic control areas.
- Number and nature of railway level crossings with public roads.
- Location of various train detection systems on station and railway tracks.

### 3.4 Traffic restrictions

The potential for use of the infrastructure is not solely restricted by its own characteristics, but also by external factors.

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

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

#### 3.4.1 Specialised infrastructure

**Transport restrictions and exclusions**

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

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

**Environmental fire safety permits**

Some parts of the railway infrastructure are qualified as buildings. Use of these buildings 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 infrastructure by the railway undertaking, ProRail will publish those restrictions or conditions in the Network Statement.

The environmental fire safety 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. The restrictions or conditions in force under current permits 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 2008/57/EC. Insofar as specific restrictions apply to the use of these route sections, these are stated in the infrastructure register.

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 conditions and regulations of the permits. Furthermore, the railway undertaking accepts that ProRail monitors compliance with these obligations. ◄

3.4.2 Environmental restrictions

3.4.2.1 Environmental permits

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

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

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

Within the context of the acoustic study to determine compliance with environmental permits and the application for environmental permits, ProRail requires noise emission data on passenger stock and locomotives as applicable for the use 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 stock and locomotives. Further details of this statement are given in Appendix 8. ◄

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

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

- Based on input by the railway undertakings, ProRail will calculate the environmental effect of the activities under application on the environment and draw up reports. The environmental reports, together with the application text, will be discussed with the railway undertakings. Timely coordination with the railway undertakings takes place on submitting the final application, submitting opinions on the basis of the draft decision, and filing a letter of appeal. Copies of the relevant documents are sent to the railway undertakings.
- Once the environmental permit has come into effect, ProRail translates the environmental parameters into planning standards that form the basis for the allocation of capacity (integral capacity management).
Besides its active role as operator in the performance of permit regulations, ProRail also has a coordinating role in processes concerning the submission of opinion documents and letters of appeal and, when so addressed by the competent authority, in actions within the context of supervision and compliance. A description of information required by ProRail from the railway undertakings is given in Section 3 of Appendix 6.

**Environmental permit control**

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

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

- The handling - including the stabilising - 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.
- Measures to prevent soil contamination. The stabilising 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 information to be provided: see Appendix 8.
- The installation and use of facilities at the railway yard.
- A code of conduct for users, including the use of compulsory (protective) equipment, the handling of waste and the reporting of unsafe situations, is included in the company regulations of ProRail, see Chapter 2.3.
- Obligations to report on user volume, incidents, measures, target regulations, etc.

**Exceptional situations**

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

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

### 3.4.2.2 Noise on route sections

The Ministry of Infrastructure and the Environment sets the permissible noise levels for train traffic. Information on the permitted noise production ceilings is published on the website of the Ministry of Infrastructure and the Environment. ProRail takes measures to ensure compliance with the noise production ceilings, by testing whether the requested capacity remains under the noise production ceiling, see Chapter 4.4 Section d. 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 4.4.3.

ProRail must each calendar year submit a compliance report to the Minister of Infrastructure and the Environment regarding compliance with statutory noise production 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 stock as defined in the statutory calculation regulations. A distinction is made for freight stock between quiet and non-quiet freight wagons.

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47 Section 11.27 Environmental Management Act
48 Section 11.20 Environmental Management Act
Regulations to be agreed upon

► ProRail requires that every railway undertaking provides annual data on the average realised running and composition of trains during the day, evening and night periods in the calendar year. Further details of this statement are given in Appendix 8. ProRail also requires that every railway undertaking provides the categorisation of the passenger stock as defined in the statutory calculation regulations. Further details of this statement are given in Appendix 8.

3.4.2.3 Soil protection

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

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

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

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

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

Regulations to be agreed upon

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

3.4.3 Dangerous goods

Handling of dangerous goods at railway yards

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

<table>
<thead>
<tr>
<th>Railway yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acht</td>
</tr>
<tr>
<td>Amersfoort Freight</td>
</tr>
<tr>
<td>Amsterdam Westhaven</td>
</tr>
<tr>
<td>Axel connection</td>
</tr>
<tr>
<td>Blerick</td>
</tr>
<tr>
<td>Delfzijl Oosterhoorn</td>
</tr>
<tr>
<td>Deventer Freight</td>
</tr>
<tr>
<td>Emmen</td>
</tr>
<tr>
<td>Hengelo</td>
</tr>
<tr>
<td>Rotterdam Waalhaven Zuid</td>
</tr>
<tr>
<td>Sas van Gent</td>
</tr>
<tr>
<td>Sittard</td>
</tr>
<tr>
<td>Sloe 1</td>
</tr>
<tr>
<td>Sloe 2</td>
</tr>
<tr>
<td>Terneuzen connection</td>
</tr>
<tr>
<td>Valburg CUP</td>
</tr>
<tr>
<td>Venlo</td>
</tr>
<tr>
<td>Rotterdam Pernis</td>
</tr>
</tbody>
</table>
The above supply is the result of deliberate investment by ProRail in, instructions by the competent authority or generic safety regulations required for the fitting out and organisation of railway yards involved in the handling of trains and wagons containing dangerous goods.

The available railway yards are selected to accommodate shunting processes near the start or end point of rail transport flows to/from potential shippers/recipients/processes of dangerous goods, as well as the necessary in transit shunting processes (locomotive exchange/direction change/stabling). The environmental checklist for timetabling purposes is published on the Transporters Portal of ProRail. This checklist provides an overview of all railway yards where it is legally permitted to date to shunt trains and wagons containing dangerous goods. This checklist will in time be brought in line with the above supply.

ProRail will handle requests from titleholders for the designation of other/supplementary railway yards in accordance with the procedures as described in Chapter 3.7.1.

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

**Rules of procedure**

In the event that railway undertakings collectively apply for more capacity than is locally permitted, the permit holder may, as part of the integral capacity management, opt to subject the capacity allocation to an individual applicant to specific restrictive conditions and regulations, in such a manner as to ensure that the total allocated capacity complies with the local permit conditions (in accordance with the Railways Capacity Allocation Decree).

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

**Carriage of dangerous goods**

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

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

### 3.4.4 Tunnel restrictions

**User regulations**

Railway tunnels are generally fitted with specific safety and evacuation facilities. These facilities and the accompanying emergency plans help persons to escape to safety in case of a disaster. Further information on safety in railway tunnels is available in the infrastructure register, see the Transporters Portal of ProRail. This concerns the tunnels below.

- Hemtunnel (Amsterdam Sloterdijk – Zaandam)
- Velsertunnel (Santpoort Noord – Beavernijk)
- Schipholtunnel (Hoofddorp – Amsterdam Riekerpolder connection)
- Rijswijk tunnel (Den Haag Moerwijk – Delft)
- Willemsspoortunnel (Rotterdam Centraal – Rotterdam Zuid)
- Roofing Barendrecht (Rotterdam Lombardijen – Zwijndrecht)
- Botlektunnel (Botlek - Pernis)
- Sophiatunnel (Kijfhoek Zuid - Papendrecht)
- Giessentunnel (Giessendam - Gorinchem)
- Tunnel Pannerdensch kanaal (Valburg - Duiven)
- Tunnel Zevenaar (Duiven - Zevenaar)
- Best Tunnel (Boxtel – Eindhoven Beukenlaan)
- Groene Hart Tunnel (Hoofddorp – Rotterdam)
- Tunnel Rotterdam Noord (Hoofddorp – Rotterdam)
- Tunnel Oude Maas (Rotterdam – Hazeldonk)
- Tunnel Dordtsche Kil (Rotterdam – Hazeldonk)
- Drontermeertunnel (Dronten – Kampen Zuid)
- Tunnel Nijverdal (Raalte - Wierden)
• Willem van Oranjetunnel (Rijswijk – Delft Zuid)

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

3.4.5 Bridge restrictions

Railway bridges that are opened according to a fixed timetable or on call (‘request scheme’) to enable the passage of shipping are shown in Appendix 18. The opening times of bridges subject to a fixed timetable are laid down in the 2017 Timetable determined by the Minister and subsequently published on the website of ProRail.

3.5 Availability of the infrastructure

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

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 work (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 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 infrastructure and to maintain the highest possible availability and reliability. These preventive measures can entail a restriction to the nominal operational parameters of the infrastructure (restrictions in speed/choice of route, etc.). The document ‘4 Seasons Matrix’ (available for consultation on the Transporters Portal of ProRail) states the weather conditions per facet, as well as the applicable parameters and resulting measures.

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

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

ProRail strives, where necessary in consultation with railway undertakings, to eliminate avoidable risks in the use of the railway infrastructure (including the use of level crossings).

ProRail monitors the safety of level crossings, both in terms of the running of rail traffic in general and of intersecting traffic in particular, in order to prevent a safety hazard. ProRail, in consultation with the (road) manager involved, seeks infrastructural solutions for the running of intersecting traffic.

Any increasing risks in rail traffic must be compensated by mitigating infrastructural measures, combined where necessary with temporary or permanent user conditions for rail traffic. To enable

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ProRail to take adequate measures, it is necessary that the railway undertakings provide ProRail with timely information on:

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

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

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

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

ProRail organises, as part of its duty to keep infrastructure available and to control traffic, drills to keep the preparedness for dealing with incidents at a high level. Insofar as such drills impose a burden on the capacity of the railways, the required capacity will be requested through the regular capacity allocation procedures.

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

- Security services: on the basis of safety agreements (covenants concluded with local authorities), ProRail contributes to promotion of social safety at and around stations.
- Opening/closing of stations: the opening and closing of waiting rooms and (parts of) stations in periods that those stations are not used for train services, with the purpose of preventing vandalism.
- Camera-supported supervision: with the purpose of raising the sense of safety of travellers 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 Health & Safety at Work (ARBO) 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.

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

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

The stations for passenger transport are defined as:
1. Rail infrastructure for transfer purposes
2. Facilities for transfer purposes

For the use of railway infrastructure and facilities for transfer purposes, see the services in Chapter 5.2.3 and Chapter 5.3.1.1, respectively.

Detailed information on the railway infrastructure and facilities for transfer purposes 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 servicedesk@stations.nl.

3.6.1.1 Rail infrastructure for transfer purposes

The rail infrastructure for transport purposes comprises the:
- platforms
- tunnels leading to the platforms
- walkways
- escalators/stairs
- (mechanical) ramps
- lifts
- lighting facilities
- clocks
- PA systems

An optimal stop is provided by a passenger platform with the following characteristics:
- The platform consists mainly of a straight section.
- ProRail has started an 'Adjust platform height accessibility (P76)' programme aimed at bringing all platforms in the Netherlands to the standard height (based on European regulations and national agreements regarding rail accessibility). Ever more platforms now meet this standard, but there are also platforms that are not yet adjusted. For information on which platforms have been adjusted, contact the Stations servicedesk by sending an email to servicedesk@stations.nl.

An adjusted platform meets the following standards:
- The platform height is at a height of 760mm +top of rail, with a tolerance in the management phase of -35/+30mm.
- The nominal distance between the edge of the platform to the centre of the track is 1700mm, with a maximum of 1735mm.

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

With the exception of the passenger platforms on the Noordelijke Neven Lines. ProRail has at the request of, and subject to conditions agreed with, the concession authorities, namely the Province of Groningen and Friesland, adjusted the platform height to 800mm +top of rail before the start of the aforementioned programme.
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
If a railway undertaking wishes to regulate access to platforms by means of access control facilities, the railway undertaking will disclose:
- 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 travellers and/or service personnel of other railway undertakings to pass the access control facilities.

NS Reizigers, as the railway undertaking that wishes to regulate the access to platforms by means of access control facilities, will disclose the aforementioned information via the website of NS.

3.6.1.2 Facilities for transfer purposes
The facilities for transfer purposes comprise:
- waiting facilities
- travel information facilities (frames, screens)
- signposting
- location for ticket dispensing machines
- location for access control facilities (for check-in/ check-out posts and gates).

A detailed list of the facilities for transfer purposes available per station is available on the joint website of NS Stations and ProRail.

ProRail monitors the availability of sufficient transfer capacity at stations by means of a clear and objective indicator, which measures the transfer pressure at stations for travellers during peak hours.

Temporary facilities in the transfer area
Extra mobile presentation facilities (for real-time travel information) can be deployed to facilitate an improved passenger flow, see Chapter 5.5.7.

The public address volume can be adjusted temporarily to facilitate an improved passenger flow, see Chapter 5.5.8.

3.6.2 Freight terminals
The freight terminals are further described in Table 3.3.

Table 3.3 Description of the freight terminal facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Freight terminals</td>
</tr>
<tr>
<td>Function</td>
<td>A public facility for the transhipment of goods from lorry to train, and vice versa. The facility comprises at least a paved site located directly alongside the railway line, with a connection to the public road.</td>
</tr>
<tr>
<td>Location</td>
<td>The available freight terminals are listed in Appendix 20.</td>
</tr>
<tr>
<td>User conditions</td>
<td>Use of the public freight terminals takes place subject to the applicable environmental permit. Use of the freight terminal, as well of the roads on railway yards, is limited to road vehicles and other mobile equipment that may make unrestricted use of the public road. The use of other vehicles and mobile equipment at these locations is subject to agreement with ProRail.</td>
</tr>
</tbody>
</table>
ProRail does not provide specialised transhipment facilities for freight transport. ProRail will on request furnish contact addresses of companies, with a siding, which provide these services.

3.6.3 Marshalling yards and train formation facilities

Railway undertakings can at a large number of railway yards perform shunting operations, making use of level railway infrastructure (rails, points, operational points). Railway sidings may be equipped with walkways and lighting as managed by ProRail, as further described in Chapter 3.6.4, Table 3.11 and Table 3.12.

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

3.6.4 Storage sidings

Railway sidings are equipped with basic facilities for stock upkeep, managed by ProRail. The facilities below are described in this chapter.

- Depot power supply (see Table 3.4)
- Train preheating (see Table 3.5)
- Filler hydrants (see Table 3.6)
- Service points (see Table 3.7)
- Brake-testing cabinets (see Table 3.8)
- Use of guidance for (dis)embarking facility (see Table 3.9)
- Service paths and roads (see Table 3.10)
- Walkways (see Table 3.11)
- Lighting (see Table 3.12)

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

Table 3.4 Description of the depot power supply facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Depot power supply</td>
</tr>
<tr>
<td>Function</td>
<td>Electricity connection for the power supply to non-traction electric train systems.</td>
</tr>
<tr>
<td>Type</td>
<td>Wall sockets (predominantly type CEE 3-pole for 230V and type CEE 5-pole for 400V)</td>
</tr>
<tr>
<td>Types</td>
<td>ProRail offers various types:</td>
</tr>
<tr>
<td></td>
<td>230V, 1-phase AC, various currents</td>
</tr>
<tr>
<td></td>
<td>400V, 3-phase AC, various currents</td>
</tr>
<tr>
<td>User conditions</td>
<td>Railway undertakings must themselves provide the required connecting cables and break couplings.</td>
</tr>
</tbody>
</table>

Table 3.5 Description of the train preheating facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Train preheating</td>
</tr>
<tr>
<td>Function</td>
<td>Electricity connection for the climate control of railway vehicles and non-traction electric train systems.</td>
</tr>
<tr>
<td>Type</td>
<td>Socket with 1500V DC from the overhead contact line</td>
</tr>
<tr>
<td>Types</td>
<td>Fixed wall socket, 1500V DC</td>
</tr>
<tr>
<td></td>
<td>Flexible socket, 1500V DC</td>
</tr>
</tbody>
</table>
### Table 3.6 Description of the filler hydrants facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Filler hydrants</td>
</tr>
<tr>
<td>Function</td>
<td>Water connections for the filling of the reservoirs of railway vehicles and the cleaning of the cabin window.</td>
</tr>
<tr>
<td>Type</td>
<td>Hydrant (water supply point)</td>
</tr>
<tr>
<td>Types</td>
<td>Tap with water hose connection. These can</td>
</tr>
<tr>
<td></td>
<td>- be fitted in a well with a lid at path level,</td>
</tr>
<tr>
<td></td>
<td>- integrated in a cabinet with the connection at hip level.</td>
</tr>
<tr>
<td>User conditions</td>
<td>Railway undertakings must themselves provide the required water hoses and brushes.</td>
</tr>
</tbody>
</table>

### Table 3.7 Description of the service points facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Service points</td>
</tr>
<tr>
<td>Function</td>
<td>Utilities to support the internal cleaning of railway vehicles.</td>
</tr>
<tr>
<td>Type</td>
<td>Service points are cabinets to which one or more utilities are connected.</td>
</tr>
<tr>
<td>Types</td>
<td>Systems cabinet with one or more of the following utility connections:</td>
</tr>
<tr>
<td></td>
<td>- hot water</td>
</tr>
<tr>
<td></td>
<td>- cold water</td>
</tr>
<tr>
<td></td>
<td>- sink with sewerage connection</td>
</tr>
<tr>
<td></td>
<td>- fixed wall socket, 230V AC</td>
</tr>
<tr>
<td></td>
<td>- fixed wall socket, 400V AC</td>
</tr>
<tr>
<td>User conditions</td>
<td>Wastewater must comply with current environmental legislation. The railway undertaking is expected to assist in keeping the sink free of leaves and dirt.</td>
</tr>
</tbody>
</table>

### Table 3.8 Description of the brake-testing cabinets facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Brake-testing cabinets</td>
</tr>
<tr>
<td>Function</td>
<td>Pressurised air connections for the testing of vehicle brake systems.</td>
</tr>
<tr>
<td>Type</td>
<td>Delivery point for compressed air and air hoses.</td>
</tr>
<tr>
<td>Types</td>
<td>• Remote control</td>
</tr>
<tr>
<td></td>
<td>• Non-remote control</td>
</tr>
</tbody>
</table>

### Table 3.9 Description of the guidance for (dis)embarking facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Use of guidance for (dis)embarking facility</td>
</tr>
<tr>
<td>Function</td>
<td>Guidance for mobile boarding platforms.</td>
</tr>
<tr>
<td>Types</td>
<td>• Guidance via curved channel</td>
</tr>
<tr>
<td></td>
<td>• Guidance via tube</td>
</tr>
<tr>
<td>Location</td>
<td>Information on the tracks at which the facility is delivered is available on request at each railway yard.</td>
</tr>
<tr>
<td>User conditions</td>
<td>ProRail can impose conditions on the design and dimensions of mobile boarding platforms. The railway undertaking is expected to assist in keeping guidance facilities free of leaves and dirt.</td>
</tr>
</tbody>
</table>

### Table 3.10 Description of the service paths and roads facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Service paths and roads</td>
</tr>
</tbody>
</table>
### Function of Service Paths and Roads

Paved paths and roads along service tracks for internal cleaning, filling/emptying of reservoirs, inspection and minor maintenance of vehicles.

### Types of Paving

- steel-reinforced concrete paving slabs
- asphalt
- clinkers or street tiles
- porphyry

Service paths are positioned predominantly from the top of the sleeper height to the top of the rail height.

### User Conditions

ProRail can impose conditions on the use of service paths and roads, e.g., in terms of axle loads and vehicle breadth. The usability of service paths is influenced by the type of paving and breadth. The railway undertaking is expected to assist in keeping the service paths and roads usable (including the removal of snow, ice and leaves).

### Table 3.11 Description of the Walkways Facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Walkways</td>
</tr>
<tr>
<td>Function</td>
<td>Walkways along tracks for access to railway vehicles.</td>
</tr>
</tbody>
</table>
| Types | Types of walkways:  
- porphyry paving |
| User conditions | 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. |

### Table 3.12 Description of the Lighting Facility

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Lighting</td>
</tr>
<tr>
<td>Function</td>
<td>Lighting systems for visibility along walkways and tracks.</td>
</tr>
</tbody>
</table>
| Types | Forms of lighting:  
- high lighting masts  
- local lighting (various fittings) |

*Information available on request

- Road traffic accessibility.*

### 3.6.5 Maintenance Facilities

A number of railway yards managed by ProRail are equipped with facilities for the maintenance and repair of railway vehicles. These facilities are managed by specialised overhaul and maintenance firms. ProRail will on request furnish the contact addresses of these companies.

*Regulations to be agreed upon*

- ProRail has laid down further provisions regarding the performance of emergency repairs to railway vehicles on the main railway infrastructure in Section 3.4 of Appendix 6 Operational Conditions, and wants to include these in the Access Agreement.

### 3.6.6 Other Technical Facilities

ProRail has measuring systems to measure certain values of trains. This concerns the Hotbox system, which measures the temperature of wheels and axle boxes, and the Quo Vadis system, which measures the running surface of wheels and the forces exercised by wheels on the rails.
ProRail offers a service whereby railway undertakings can receive data or customised reports from the Hotbox and Quo Vadis systems, see Chapter 5.5.2.14 ‘The provision of various measurement data from Quo Vadis and Hotbox systems’.

3.6.7 Maritime and inland port facilities

ProRail does not provide sea and inland port facilities. ProRail will on request furnish the contact addresses of companies, with a siding, which provide these services.

3.6.8 Relief facilities

ProRail maintains a disaster response organisation. Services in this context are described in Chapter 5.2.1, Section land Chapter 6.3.1.1.

3.6.9 Refuelling facilities

The refuelling facilities are further described in Table 3.13.

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Refuelling systems</td>
</tr>
<tr>
<td>Function</td>
<td>Facility for the delivery of fuel to traction vehicles.</td>
</tr>
<tr>
<td></td>
<td>(for the delivery of fuel, see Chapter 5.3.2.3)</td>
</tr>
<tr>
<td>Types</td>
<td>The refuelling facilities are available in three configurations, see Appendix 21:</td>
</tr>
<tr>
<td></td>
<td>• Equipped (exclusively) for refuelling by means of the delivery unit that forms part of the refuelling system.</td>
</tr>
<tr>
<td></td>
<td>• 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’).</td>
</tr>
<tr>
<td></td>
<td>• Equipped (exclusively) for refuelling from a mobile tanker (‘mobile refuelling’).</td>
</tr>
<tr>
<td></td>
<td>Each refuelling facility offers a minimum of 2 delivery connections, one low-pressure connection with a nozzle and a high-pressure connection with a spill-free connector according to STANAG-3756 (1&quot;) with an electric overfill safety. ProRail strives 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.</td>
</tr>
<tr>
<td>Location</td>
<td>The refuelling facilities are indicated in Appendix 21.</td>
</tr>
<tr>
<td>User conditions</td>
<td>• Use of the refuelling facility in a manner other than for which it is designed according to Appendix 21 (for refuelling by means of the delivery unit and/or from a mobile tanker) is not permitted.</td>
</tr>
<tr>
<td></td>
<td>• 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 (see Chapter 5.3.2.3) 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.</td>
</tr>
<tr>
<td></td>
<td>• The conditions concerning soil protection are stated in Chapter 3.4.2.3.</td>
</tr>
</tbody>
</table>

Regulations to be agreed upon

► The contractual conditions for use of the overhead contact line are agreed upon in the Access Agreement for the ‘Refuelling facilities’ service. ◄
3.7 Infrastructure development

3.7.1 Process of function changes

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

Function changes can be initiated in various manners.

- A capacity allocation process may, for example, lead to a congestion statement (see Chapter 4.4.3). Such a capacity bottleneck may be of an infrastructural nature or result from the provisions of the applicable environmental permit as regards noise or external safety, for example. 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. Possible measures include process modification, infrastructural measures or a change to an environmental permit. The capacity enhancement plan is drawn up in consultation with the users of the congested infrastructure. The capacity enhancement plan includes a social cost-benefit analysis of the proposed solutions for resolving the capacity bottleneck, the purpose of which is to provide all stakeholders with insight into the consequences of the alternative measures. ProRail uses a multi-criteria analysis (MCA) to determine and prioritise the most cost-effective measures.

- It is also possible that the infrastructure could face problems of insufficient capacity in the near future. In that case, a congestion statement will be issued, following which the appropriate measures will be determined with the aid of the capacity analysis process and the aforementioned capacity-enhancement plan.

- Railway undertakings may in terms of their activities and business operations (e.g., the running of trains, stabling, cleaning, inspection, loading and unloading) experience a need to change the existing service package in terms of railway infrastructure or facilities. This need can be expressed as a customer request via account management, after which ProRail can offer a suitable solution in consultation with the client. If the solution is not available within the current service package, a customised solution may be developed in consultation with the client.

- A client request for a change of function at railway yards may imply a modification or expansion of railway yard facilities (see Chapters 3.6.2, 3.6.4 and 3.6.9). Such client requests must be submitted to ProRail. ProRail will use a weighting method to determine an appropriate response to such a request, including who should pay for the realisation costs.

- Changing legislation and regulations, consolidation requests and product policy can lead to the development of railway infrastructure and supplementary facilities.

External developments

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

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

3.7.2 Planning schedule of function changes

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

a) A list of the function changes that are expected to become available for use in the period up to and including 2022. This list indicates changes relating to both the scale and functionality of the network. Information in the list is subject to change. The statement of infrastructure commissioning dates is regularly updated. The most recent version is available on the Transporters Portal of ProRail. Publication of an updated version is not regarded as a supplement to the Network Statement as referred to in Chapter 1.6.2 of the Network Statement.
b) A list of studies by ProRail into infrastructural changes which are necessary to accommodate traffic development in the medium term (2017-2022).

c) An overview of the manner of performance of earlier capacity-enhancement plans in line with Section 7 Paragraph 2 Railways Capacity Allocation Decree.
4 Capacity allocation

4.1 Introduction

In this chapter, ProRail describes the procedures, rules and schedules drawn up with a view to realising an organised and fair capacity allocation and traffic control process. All titleholders are therefore subject to the same procedures, rules and schedules. Irrevocable decisions may lead to changes to these procedures, rules and schedules following the publication of the Network Statement. In that case, a supplement to this Network Statement will be published.

Parties may in the preparation leading to the formal allocation process consult amongst themselves to coordinate their pattern-based capacity requests. ProRail supports that process, also by means of the BHP Table, which was founded under its chairmanship.

The capacity allocation process is structured as a negotiation table ('Allocation Table') as referred to in the Railway Capacity Allocation Decree. Parties with capacity requirements are invited to consult around this Allocation Table in order to achieve an optimal allocation of capacity. ProRail chairs this process and submits solutions for consultation.

Rules of procedure

Parties requesting capacity for the 2017 Timetable commit themselves to observing the procedures, rules and schedules for the processing of all capacity requests as stated in this Network Statement, including the regulations on capacity allocation disputes according to Chapter 4.4.2 and the regulations on reservation charges according to Chapters 4.6 and 6.4.2.

By submitting a timetable request, an agreement is concluded between the requesting party and ProRail, which agreement includes the aforementioned procedures, rules and schedules for the processing of requests.

The aforementioned agreement lapses when the capacity allocated according to these procedures, schemes and schedules falls under an Access Agreement between ProRail and a titleholder.

4.2 Description of process

4.2.1 Legal framework

Summary of regulations

The Railways Act and the Railway Capacity Allocation Decree provide further detailing of the provisions of Directive 2012/34/EU in order to allocate the capacity in a fair, reasonable and non-discriminatory manner.

- The allocated capacity is agreed between the titleholders and ProRail.  
- Minimum capacity levels are set per submarket.  
- Statutory priority rules apply to congested infrastructure.  
- Rules apply for the allocation of capacity for work on the railways.  
- The ACM, the Consumer & Market Authority, is charged with supervising compliance with the statutory regulations regarding capacity allocation and dealing with complaints about the capacity allocation process or the results thereof.

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51 Section 59 Railways Act
52 Section 8 Railway Capacity Allocation Decree
53 Sections 10, 11 and 12 Railway Capacity Allocation Decree
54 Sections 6 and 9 Railway Capacity Allocation Decree
55 Section 70 Railways Act
Determine the required capacity for maintenance roster

Annual timetable allocation

Scheduled work on or near the infrastructure

Required capacity for maintenance roster

Required capacity for planned work on or near the infrastructure

Requested basic hour patterns

Agreements on capacity allocation

Periodic maintenance and inspection

Determining the required capacity for scheduled work on or near the infrastructure

Traffic applications

Capacity allocation processes

Workable plan

Changing date for submission of capacity applications 2nd Monday in April

19 weeks after closing date for submission of capacity applications

Agreed capacity for maintenance roster and scheduled work

Traffic Applications

Allocate ad hoc traffic applications

Allocate ad hoc work

Determine required capacity for necessary work

Formalise performance variant and dates for scheduled work and formalise train service

Necessary work for restoration/assurance of safe and uninterrupted train traffic

Work outside capacity allocated for management

Changes to the agreed allocation

Changes to the agreed allocation

Changes to the agreed allocation

Changes to the agreed allocation

Figure 4.1 Capacity allocation processes
Part of the railway network managed by ProRail falls, pursuant to Regulation (EU) 913/2010, under the international rail freight corridors. This regulation has a direct effect on capacity allocation on the rail freight corridors specified in the annex to the regulation.

4.2.2 Process in general

Four types of processes can be distinguished, see Figure 4.1:

1. Determination of basic hour patterns
   In this phase, the titleholders and ProRail sit around the table in order to reach agreement about the capacity requests to be submitted for the annual timetable. Predetermined catalogue paths for rail freight corridors will be published during this process.

2. Determining the required capacity for the maintenance roster and determining the required capacity for scheduled work on or near the main railway network.
   ProRail formulates the required capacity for the maintenance roster and scheduled work on or near the main railway network.

3. Annual timetable allocation
   During the annual timetable allocation process, the requests submitted by the titleholders are processed into a timetable of 7 traffic days of 24 hours each in a standard week. Wherever requests by titleholders and/or the maintenance roster complete with one another, coordination takes place. Besides the standard week, the annual timetable also comprises a specification of deviations from the standard week, e.g., as a result of scheduled work, events, etc.

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

4.3 Schedule for path requests and allocation process

Coordination of basic hour pattern
Titleholders can consult with ProRail before submitting an application, in particular if the application has a pattern-like repetitive character.

ProRail will facilitate the joint consultation between titleholders with a view to coordinating requests. ProRail strives that the titleholders have reached agreement by no later than January 2016, giving them sufficient time to submit a detailed request for capacity allocation.

ProRail will publish the catalogue paths for international freight transport no later than 11 months before commencement of the timetable. ProRail ensures that changes in the catalogue paths for international freight transport are processed in the current planning.

Determining the required capacity for the maintenance roster and determining the required capacity for scheduled work on or near the main railway network.
   The required capacity for the maintenance roster and determining the required capacity for scheduled work on or near the main railway network will be determined and submitted as request in the timetable allocation process by 11 April 2016 at the latest.

Annual timetable allocation
   ProRail will, prior to the start of the 2017 Timetable, hold an annual timetable start meeting, during which clarification is provided of the specific procedure for the 2017 Timetable. Titleholders will receive an invitation to this meeting.
Table 4.1 Schedule of the timetable allocation process, see also the website of RailNetEurope

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submitting requests</td>
<td></td>
</tr>
<tr>
<td>a. Donna file open for requests</td>
<td>yet to be determined via the Allocation Table</td>
</tr>
<tr>
<td>b. Closing date for submission of capacity requests (national &amp; international) and determining the required capacity for the maintenance roster and scheduled work</td>
<td>11/04/2016</td>
</tr>
<tr>
<td>c. Intake requests</td>
<td>from 11 to 22/04/2016</td>
</tr>
<tr>
<td>Scheduling and coordination</td>
<td></td>
</tr>
<tr>
<td>d. Start of scheduling and coordination</td>
<td>18/04/2016</td>
</tr>
<tr>
<td>e. RNE Technical Meeting</td>
<td>from 20 to 23/06/2016</td>
</tr>
<tr>
<td>f. Draft timetable ready for consultation</td>
<td>04/07/2016</td>
</tr>
<tr>
<td>g. Closing date for reactions to draft timetable</td>
<td>05/08/2016</td>
</tr>
<tr>
<td>Determining the capacity allocation</td>
<td></td>
</tr>
<tr>
<td>h. Determining the capacity allocation</td>
<td>22/08/2016</td>
</tr>
<tr>
<td>i. Concluding Access Agreements with titleholders</td>
<td>Nov 2016</td>
</tr>
</tbody>
</table>

Allocation in the ad hoc phase
Requests submitted after the closing date for requests for capacity in the annual timetable (stated under b. in Table 4.1) are handled in the order of receipt after determination of the capacity allocation for the annual timetable. ProRail strives to process the requests with proficiency. ProRail and the other infrastructure managers cooperating in RailNetEurope guarantee a response time of 5 working days for requests submitted after 10 October 2016.

Titleholders making digital requests will have these accepted without further confirmation if these are free of conflict with earlier allocated requests for traffic and management capacity. Titleholders making single requests via the One-Stop-Shop after 10 October 2016 will be informed within 5 working days by the One-Stop-Shop as to whether capacity is available. A specific response term will be communicated in case of multiple requests. Titleholders making requests via the One-Stop-Shop accept the possibility that the requested capacity is allocated in the period between submission and processing of the request in favour of a request made via Donna.

Regulations to be agreed upon
► ProRail has described the procedure for capacity requests submitted within 36 hours before performance in Section 2.1 of Appendix 6 of the Operational Conditions and wants to include these in the Access Agreement. ◄

4.4 Allocation process

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

The following applies to all processes:

a. Capacity is allocated for the use of route sections, platform tracks and railway yards forming part of the railway network.

b. 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.

c. The capacity location concerns the forms of use below.

- Train movements for traffic, whereby the capacity is allocated in the form of a train path as defined in Directive 2012/34/EU; the specific route is determined by ProRail.
- Process times linked to these train movements at arrival at or departure from railway yards.
- Shunting.
- Stationary use for stabling.
- Temporary possessions or function restrictions in connection with the maintenance roster or work on or close to the infrastructure, as well as the capacity requirement of special train traffic for maintenance of the infrastructure, such as measurement and inspection runs.
- Activities regarding idle trains and railway vehicles that impose a burden on limited environmental capacity.

d. ProRail will in the allocation of capacity give due consideration to the preferred use of track and restrictions to use. Restrictions to use result may result from bridge openings and regulations regarding noise, rail safety and environmental permits. ProRail regularly tests whether scheduling and/or performance take place within the parameters of these regulations regarding noise, railway safety and environmental permits. 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 based on the assumption that:
  – Changes in the capacity allocation in relation to the preceding year may not lead to a less safe situation. A timetable risk analysis is carried out, including of the deviations from the planning standards as stated in Appendix 22.
  – 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.

e. By viewing capacity requests in relation to other requests, ProRail can determine whether the request fits within the available capacity. The applicant will, on request, provide any relevant information required for evaluation purposes.

f. Scheduling and coordination consultation with the authorised parties for the annual timetable and ad hoc phase takes place at the Allocation Table. This is supplemented by, in case of incidental operations, the consultation tables for User Consultations and LPO for the annual timetable, and the GIO consultations for the ad hoc phase.

g. ProRail allocates capacity at the level of train paths between arrival and departure stations, including tracks on the arrival and departure stations. The route between arrival and departure station at track level does not form part of the capacity allocation.

h. In those cases that platform tracks have been requested for 24 hours per day, the capacity (for stabling, servicing, etc.) is only allocated between the end and start of the train service. For the remaining hours, the capacity on platform tracks is allocated as train paths, unless supplementary agreements have been made with all stakeholders.

4.4.1 Further description of the processes

4.4.1.1 Determining the basic hour patterns

By cooperating in the drawing up of the basic hour patterns (BHP), applicants acquire better insight into the (im)possibilities relating to the desired operational needs involved in the contracting of clients, personnel and rolling stock planning, etc. This process results in one or more basic hour patterns, visible in Donna. whereby the participants reach an agreement on the basis for the capacity request to be submitted for the annual timetable process in which the factual and formal allocation takes place.

The BHP process is organised by the participants, subject to the conditions below.

a. The parties will strive to arrive at a coordinated set of annual timetable requests, leading to one basic hour pattern. Wherever commercial interests compete with one another, coordination takes place. If no agreement can be reached among the titleholders, this is established as such. Priority rules are not applied. This is reserved for the annual timetable process.

b. The agreed results of the BHP process can only be adjusted under the management of ProRail. ProRail will in consultation with the railway undertakings involved formulate a timetable proposal for those parts of the BHP process on which no agreement can be reached. This proposal will be entered into the request file that will be opened for capacity requests.

c. For those parts of the BHP on which no agreement can be reached, ProRail will manage a process aimed at finding solutions before the closing date for annual timetable requests. These solutions will serve as point of departure for coordination of the annual timetable, on condition that

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56 Preferential use is determined by ProRail in consultation with the titleholders involved.
the titleholders involved in the annual timetable phase are the same as those involved in the conflict regarding the basic hour pattern.

The infrastructure managers in Europe cooperating in rail freight corridors present a programme of prearranged paths in preparation of the capacity allocation process. To/from the network managed by ProRail, these paths are offered in the 2017 Timetable at least on the following routes:
- Kijkhoek – Antwerp (– Lyon – Marseille)

The paths created in this phase are published on the website of the corridor organisation for which the prearranged paths are intended. This concerns the corridor organisations 'Rhine - Alpine', 'North Sea - Mediterranean' and 'North Sea - Baltic'. This publication will be released at the end of December, after which the prearranged paths are treated as determined within the context of the further BHP process, which involves the development of standard parts as referred to in Section 1 Railway Capacity Allocation Decree. The result is shown in Donna; specifications will be distributed via the Allocation Table by no later than 15 February 2016.

For the A15 route section and the Havenspoor Line, these standard parts are designed exclusively for freight trains that make use of the standard paths. The specifications of the standard path on the A15 route section are based on a timetable speed of 95 km/h both eastbound and westbound. The specifications of the standard path on the Havenspoor Line are based on a timetable speed of 75 km/h or 60 km/h in both directions, with the exception of the Botlek tunnel and the Maasvlakte West – Yangtzehaven route section, with the paths on the latter route section having a timetable speed of 40 km/h.

One of the six paths on the A15 route section is reserved for Traffic Control to make changes to allocated capacity in the final hours before performance, except during the period that less capacity is available on the Betuwe Line between Kijfhoek/Meteren and Oberhausen as a direct result of work on the third track between Emmerich and Oberhausen, in which case no capacity is reserved for Traffic Control. The buffer capacity remains available for appropriate use by Traffic Control until delivery by OSS.

On the railway yards below, buffer capacity is reserved for control and intervention of freight trains by Traffic Control:
- Maasvlakte West: track numbers 818 and 819.
- Kijfhoek: track numbers 151, 158 and 253.
- CUP Valburg: track numbers 722 and 723.

On Venlo railway yard, a maximum of 60 minutes applies for scheduled stabling and handling on track numbers 7 up to and including 16. Further specific conditions for allocation and use of Venlo railway yard are part of the capacity allocation process.

ProRail, in consultation with rail freight operators, will make an estimate of the anticipated ad hoc requests for freight transport and private passenger transport in accordance with Section 13 Paragraph 3 Railway Capacity Allocation Decree. ProRail will also in consultation with rail freight operators estimate the required buffer capacity for Traffic Control on the detour routes of the Combined Network in case of capacity restrictions at the Emmerich border crossing resulting from work on the third track between Emmerich and Oberhausen. The minimum available capacity for ad hoc requests for freight transport and private passenger transport and for buffer capacity on the Combined Network is included in the capacity allocation. This capacity will remain available to Traffic Control for appropriate use until delivery by the OSS.

### 4.4.1.2 Annual timetable allocation

Allocation of the annual timetable involves the process steps below:
1. Submitting requests
2. Scheduling and coordination
3. Determination of allocation
4.4.1.2.1 Submitting requests
In this process step, titleholders submit their request. Requests for capacity for the route sections and platform tracks and railway yards are submitted:

- In the form of the specifications for a yet to be designed timetable and/or railway yard request making use of the formats issued by RNE. ProRail can advise you on the type that is most suitable,
- whether via the PCS application (see Chapter 1.10.2 and Section 6 of Appendix 23),
- or in the form of a timetable already designed in a scheduling system (see Chapter 4.4.5),
- or in another form to be agreed upon with ProRail.

Capacity requests for railway yards are formulated per track; the request can also be submitted for consecutive groups of tracks, determined in consultation with the OSS, for a specified period of time; in both cases, the request will include a description of any processes involved (shunting, inspections, cleaning, etc.).

The address is:

| organisation: | ProRail BV, Transport and Timetables Capacity Allocation Department |
| postal address: | P.O. Box 2038 3500 GA Utrecht |
| telephone: | +31 (0) 88 231 5555 |
| email: | capaciteitsverdeling@prorail.nl |

The Capacity Allocation Department is available to answer all your questions about capacity allocation.

International requests
The railway undertaking can request the required capacity on these railway networks by means of a single request submitted to the One-Stop-Shop of the country of departure or separately to the infrastructure managers of the railway networks involved, whether or not through a partner railway undertaking.

If railway undertakings submit separate requests to various infrastructure managers, they assume own responsibility for harmonisation of those requests. The role of the infrastructure managers involved is then limited to signalling connection problems.

An international capacity request must comply with the conditions imposed by each of the infrastructure managers with regard to capacity requests for their network, as worded in their respective network statements. If any of the infrastructure managers involved fails to handle, or otherwise rejects, a capacity request for an international train path that includes the network managed by ProRail, ProRail will also not allocate the requested capacity for that train path on its network to the applicant.

International capacity requests for predetermined catalogue paths on one of the rail freight corridors can exclusively be submitted to the Corridor One-Stop-Shop of the relevant rail freight corridor, using the PCS tool (see Chapter 1.10.2 and Section 6 of Appendix 23) of RailNetEurope.

Intake
Requests are checked on receipt for completeness and other apparent errors, such as conflicting elements, exceeding the usage possibilities of the infrastructure or deviations from the capacity requests agreed during the BHP phase or, in case of requests for capacity on the Betuwe Line, for deviation from the predetermined standard paths. If necessary, the applicant is given an opportunity to make changes/supplements to the request within a specified period of time.

If the applicant, in its request, does not make explicit reference to specific user characteristics of the requested capacity, ProRail can nevertheless allocate the capacity, on condition that the applicant applies the standard values in terms of user characteristics. The standard values have been laid down by ProRail, taking into account the characteristics or user restrictions of the infrastructure.

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57 Including shunting movements related directly to the timetable.
58 Such as train length, presence of dangerous goods, etc.
Titleholders wishing to run a higher tonnage and/or other locomotive than can be accommodated in a standard paths on the Betuwe Line can submit an application for such. The requested combination of traction and tonnage may not prejudice other railway undertakings, not have a heightened risk of breakdown, and may use a maximum of two standard paths. If these conditions are met, the request may be accepted for handling. Compliance with these conditions will subsequently be monitored during performance; non-compliance provides grounds for rejection of the capacity request.

4.4.1.2.2 Scheduling and coordination

The scheduling and coordination phase involves the integration of all requests into a single timetable. ProRail makes a draft timetable representing the provisional outcome of the scheduling and coordination process. This draft timetable will during a period of one month be made available for inspection, whereby ProRail will give due consideration to any comments thereon.

ProRail seeks harmonisation with other infrastructure managers in Europe during the scheduling and coordination process. The objective is to realise as many high-quality cross-border train paths as possible. These measures are detailed in the RNE document 'Process for international path requests' (see the [website of RailNetEurope](https://www.railnet-europe.eu)). ProRail also coordinates requests for the Havenspoor Line with the connected terminals.

Process rules for the allocation of predetermined catalogue paths on the rail freight corridors are described in the Corridor Information Documents (see Chapter 1.9) of these freight corridors and are based on the 'Decision by the administrative councils of Corridors No. 1 and No. 2 for freight transport by rail to determine the framework for capacity allocation for rail freight corridors 1 and 2' (available for consultation on the [website of the Dutch Central Government](https://www.ministryofinfrastructure.nl)).

**Scheduling**

During scheduling, ProRail identifies those situations in which requests compete with one another and/or with the required capacity for work on or near the main railway network, as well as the maintenance roster.

**Coordination**

Coordination is started for those cases in which competing requests are ascertained. As the first step in this coordination process, ProRail can, without disturbing the commercial and logistical relationship, make changes to the original request in order to accommodate as many capacity requests as possible. ProRail applies the following guideline:

- rail deviations, with retention of function
- stabling on another track, with retention of function (any alternative track will be designated by ProRail).

Specifically for passenger trains:

- deviations in time, up to a maximum of 3 minutes.

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
- the adjustment to the nearest freight train path
- on the Betuwe Line: deviations in time minus 10 minutes up to plus 20 minutes
- 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.

This principle is subject to the following preconditions:

- compliance with the planning standards and planning rules
- no connections may be broken
- no earlier departure of passenger trains
- border times are not adjusted
- no stop are added
- no stops are passed by passenger trains

The stakeholders will during the coordination phase retain the right to object to changes within the guideline. Coordination will in that case take place with the stakeholders, whereby the stakeholders and/or ProRail will provide coordination proposals aimed at resolving the conflict.
If no solution for competitive requests is found within the guidelines, coordination will take place with the applicants involved. Coordination is a process of consultation between equal partners. In case of competing requests, the stakeholders will make every reasonable effort to find a solution. While doing so, they will provide transparency with regard to the commercial and economic interests involved. In case of requests by titleholders that compete with one another, ProRail can attempt to reach agreement by raising the user charge.\(^{59}\) The surcharge will be calculated in accordance with Chapter 6.2 ‘Surcharge for scarcity of capacity’. If the coordination of process in the opinion of ProRail or one of the stakeholders does not produce a satisfactory result, an appeal can be made to the regulations on the settlement of disputes (see Chapter 4.4.2).

The coordination procedures are subject to the process rules below.

1. The identified competitive situation is communicated to all applicants involved.
2. The applicants involved are invited to further consultation on the situation, possibly with a scheduling proposal by ProRail as point of departure.
3. All applicants involved are invited to submit proposals for solution.
4. Solutions must fit within the usability of the infrastructure, taking into consideration planning standards, user restrictions such as noise, rail safety and external safety.
5. The objective is to find solutions in which (taking process rule 4 into account) the capacity request is granted as much as possible, the commercial and operational relationship within the requested capacity is disrupted as little as possible, and the economic consequences of deviations from the requested capacity are as limited as possible. The statutory priority rules are not applied in seeking solutions.
6. The border-crossing times agreed upon with the context of RNE are maintained as much as possible.
7. The proposals presented by ProRail will be compatible with the timetable measures as included in capacity enhancement plans.
8. ProRail monitors the robustness of the timetable on the basis of the planning standards in Appendix 22 as well as the effective utilisation of the infrastructure.
9. A safety evaluation is required in case of deviations from the planning standards regarding interval and intersection times.

If the applicants involved and/or ProRail are unable to reach agreement, ProRail establishes that requests have not been satisfactorily processed and declares the infrastructure involved as congested. Following a congestion statement, allocation by ProRail takes place with application of the statutory priority rules below.

1. For traffic/traffic situations in accordance with Sections 7, 8, 9a, 10, 10a, 11 and 12 Railways Capacity Allocation Decree.
2. For traffic/management situations in accordance with Section 9 Railways Capacity Allocation Decree.
3. If the priority rules of the Railway Capacity Allocation Decree are insufficiently distinctive, the following rules apply, stated in order of priority:
   - Transport takes precedence over traffic.
   - On the route Meteren connection – Zevenaar border (vice versa), freight trains with a risk factor\(^{60}\) ≥ 5 take precedence over all freight trains with a lower risk factor.
   - On the route Meteren connection – Zevenaar border (vice versa), 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

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\(^{59}\) In accordance with Section 7 Paragraph 1 Railways Capacity Allocation Decree

\(^{60}\) The risk factor \("R"\) is a figure that is determined by weighing the number of wagons with dangerous goods per basic network substance category as follows: \(R = \text{number of wagons } A \times 0.4 + \text{number of wagons } B2 \times 0.4 + \text{number of wagons } B3 \times 1.2 + \text{number of wagons } C3 \times 0.1 + \text{number of wagons } D3 \times 0.3 + \text{number of wagons } D4 \times 1.2.\) The classification into basic network substance categories is based on the GEVI substance codes for risk calculations in the transport of dangerous goods as drawn up by the AVIV advisory group. Specifications can be found on page 54 of the Transport Risk Analysis Manual of the Ministry of Infrastructure and the Environment.
distance between Zevenaar border and the origin or destination in this area (vice versa) take precedence over freight trains with a longer distance.
- On the centrally controlled area 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 border (vice versa).
- On the route Meteren connection – Zevenaar border (vice versa), freight trains that experience a length or tonnage restriction in case of detour take precedence over freight trains that would not experience those restrictions.
- Empty rolling stock transport takes precedence over stabling.
- Stabling of rolling stock that is used daily for transport purposes takes precedence over rolling stock that is not used daily (e.g., rolling stock scheduled for demolition, rolling stock scheduled for new use).
- For railway yard capacity on the Betuwe Line precedence is given to trains that have a terminal slot for 2017 Timetable.
- Short stabling takes precedence over longer stabling, whereby in case of conflicts between passenger trains, stabling shorter than 12 hours takes precedence over stabling longer than 12 hours. If both requests are for stabling shorter than 12 hours, the first prioritisation will be based on Section 8 Railway Capacity Allocation Decree, followed by the application of economic considerations if necessary.
- Accommodate the highest possible utilisation (traffic/transport/stabling) within the applicable environmental capacity restrictions (noise/risk/stabling).
- Full utilization of the noise capacity has priority over full utilization of the risk capacity for external safety.

4.4.1.2.3 Determination of allocation

The annual timetable is recorded in Donna BD (train paths and stabling capacity at railway yards) and RADAR/Btd-planner (maintenance roster and incidental possessions); the applicable data is entered in the capacity allocation report. This states which capacity is allocated to the applicants and which capacity is reserved for which type of use (including works). This document will form part of the Access Agreement yet to be concluded with the titleholders. The titleholder then acquires the user right to the capacity assigned to the titleholder under the terms of the capacity allocation report. Titleholders who have concluded a Capacity Agreement with ProRail can assign the operational process to a railway undertaking with which ProRail has concluded an Access Agreement (see Chapter 2.3.3).

Titleholders to which capacity has been allocated may not transfer such capacity to other titleholders. Titleholders to capacity can have another titleholder carry out work on stabled stock, without such being regarded as the transfer of capacity to another titleholder.

4.4.1.3 Allocation in ad hoc phase by One-Stop-Shop

4.4.1.3.1 Requests by titleholders

Schedule for ad hoc requests

The ad hoc phase is divided into two time periods:

- Requests submitted between 12 April 2016 and 10 October 2016. These so-called Late Path Requests are processed after determination of the capacity allocation on 22 August 2016.
- Requests submitted after 10 October 2016. These requests are processed within five working days for entry in the timetable at the time of processing.

The ad hoc allocated capacity is recorded in the data files. The processed ad hoc requests can periodically be grouped and included in a change sheet. Inclusion in a change sheet is solely an administrative action and does not imply any change to the capacity rights. The start and end dates of the change sheets for the 2017 Timetable are determined internationally and published on the website of RailNetEurope. Additional change sheets or revised closing dates can be agreed via the Allocation Table.

Allocation process

Titleholders can submit ad hoc requests in two ways.
Digital; via Donna (>52/36 hours before departure) or via ISVL (up to 30 minutes before departure), see Chapter 4.4.1.4.

In writing by means a completed RNE form sent by email to oss@prorail.nl or in any other manner agreed with ProRail, up to five working days before the date on which the capacity is required.

Requests are checked on receipt for completeness and other apparent errors, such as conflicting elements, exceeding the usage possibilities of the infrastructure, the omission of data or of, in case of requests for capacity on the Betuwe Line, for deviations from the predetermined standard paths. If necessary, the applicant is given an opportunity to make changes/supplements to the request.

Requests made via Donna are granted immediately and without further confirmation if the requested capacity, in accordance with the timetable planning standards (see Appendix 22), is compatible with the earlier capacity take-up recorded in Donna, and if the applicant respects the possessions laid down in the annual timetable or RADAR (also if these are not yet processed in Donna).

In case of written requests submitted after 10 October 2016, the applicant will receive a response within five working days, in accordance with the terms set in Section 5 Railway Capacity Allocation Decree. Acceptance depends on whether the requested capacity can be aligned with the capacity allocation already recorded in Donna. The titleholder making a written application accepts the possibility that the requested capacity is allocated in the period between submission and processing of the application in favour of a digital application made via Donna. If two or more requests made in writing compete for the same capacity, the capacity will be allocated to the earliest request.

Requests for the Betuwe Line are subject to the following supplementary process rules:

- If a capacity request competes with ready allocated capacity, ProRail will allocate the capacity within a timeframe of minus 10 minutes to plus 20 minutes in relation to the request, whereby the border time with DB Netze is maintained.
- Capacity requests are tested against an integral plan with terminal slots for the terminals at RSC Waalhaven, ECT, Euromax and EMO. If it appears, after coordination with the titleholder and the relevant terminal, that no integral plan including terminal slots with the relevant terminals is possible for the requested capacity, this may give grounds to not allocate the requested capacity to titleholder.
- If capacity requests compete with earlier allocated capacity, these can be allocated if the party that originally acquired the capacity agrees that such be changed.

Prior to delivery to Traffic Control, ProRail monitors the plan quality and checks that the plan does not contain competing requests. If ProRail ascertains competition, the party causing the competition is notified and given an opportunity to resolve the competition. If the competition is not resolved timely before delivery to Traffic Control, the request will not be allocated and will be removed by ProRail from the planning system, with notification provided to both the titleholder and Traffic Control.

Circumstances (e.g., changes to the infrastructure) may cause capacity rights that are allocated to two titleholders to later become competitive. In that case the capacity will be relocated under the management of ProRail.

A titleholder that is not a railway undertaking (see Chapter 2.2.1) must within 30 days before use of the structure state which railway undertaking will make use of the allocated capacity, failing which the allocated capacity will fall to ProRail.

**Paths for freight traffic and private passenger transport and reserve capacity**

Paths for freight transport and private passenger transport designated by ProRail in determining the annual timetable (on the basis of the estimates of expected ad hoc capacity requests and agreed RNE catalogue paths) remain reserved for this use up to delivery to traffic control.

Pursuant to Regulation (EU) No. 913/2010, railway undertakings must take into account that a yet to be determined reserve capacity remains available for allocation by the Corridor One-Stop-Shops. This capacity can be requested from the appropriate Corridor One-Stop-Shops. RNE publishes this reserve capacity in the form of predetermined catalogue paths or in the form of a maximum number of slots on the rail freight corridors 1 (Rhine – Alpine) and 2 (North Sea – Mediterranean) and 8 (North Sea – Baltic):
• The paths of rail freight corridors 1 and 8 remain available for the One-Stop-Shops up to 30 days before performance.
• The paths of rail freight corridor 2 remain available for the One-Stop-Shop up to 21 days before performance.

After the aforementioned time periods, namely 30 and 21 days, respectively, any unused capacity will become available for allocation by ProRail.

4.4.1.3.2 Traffic changes due to management (VAB process)
ProRail is responsible for the rescheduling of traffic for management purposes (VAB process). The VAB process is subject to the rules that apply to ad hoc requests. Objective of the VAB process is to optimally allocate the detour requirement making use of the spare capacity of the detour route sections, whereby priority is given to the detour requirement entered in the annual timetable. ProRail cooperates with DB Netze and Infrabel in this process to ensure a good connection of the allocated trains at the border crossings. ProRail can, without disturbing the commercial and logistical relationship, process changes to the specifications (within the guidelines stated in Chapter 4.4.1.2.2) with a view to making optimal use of the rest capacity resulting from the possessions.

The applied method is further described below.

Between 28 and 15 weeks before performance, ProRail initiates coordination with the titleholders in order to agree on a specification of traffic to be detoured or rescheduled. The following time periods apply:
• 18 weeks before performance, ProRail provides the relevant titleholders with a draft specification to which they can react.
• 17 weeks before performance, the titleholders will submit their reaction to ProRail.
• 16 weeks before performance, the functional possession of work is fixed and no longer subject to change.
• 15 weeks before performance, ProRail provides the final specifications to the relevant titleholders.

In those cases that specifications cannot be processed within the set preconditions, ProRail will initiate coordination with the relevant titleholders.

Between 15 and 8 weeks before performance, proposals by DB Netze and Infrabel to deviate from the border crossing in the specification are coordinated with the titleholders.

From 8 weeks before performance, the timetables are further detailed according to the following steps:
• 8 weeks before performance, ProRail has coordinated the detoured train lists at the border crossings with DB Netze and Infrabel.
• From 8 weeks before performance, the processing starts of train paths and railway yard capacity in the DONNA and RMS Client planning systems.
• 6 weeks before performance, the border times of all trains are coordinated between ProRail, DB Netze and Infrabel.
• 3 weeks before performance, ProRail publishes the timetable. The titleholders can make a final request for a minor adjustment to their timetable.
• 2 weeks before performance, ProRail publishers the final timetable and the allocated railway yard capacity.

If consensus is not achieved during the described process, ProRail and the relevant titleholders will, within the aforementioned time periods, determine the allocation by means of the coordination procedure.

4.4.1.4 Allocation in ad hoc phase by Traffic Control

Order request
Titleholders will submit their ad hoc requests via ISVL during the traffic control phase. The application will after processing by ProRail receive either a confirmation or a refusal. If two or more requests via ISVL compete for the same capacity, that capacity will be allocated to the earliest request.

The content of the request at Traffic Control
The content of the request must include the following data:
• applicant and date and time of request (automated)
• train number
• traction form in combination with type of rolling stock
• train length
• maximum speed
• weight
• railway undertaking running the train
• order type
• whether or not dangerous goods (RID)
• BP/BV: code 1, code 2, notification, other information
• activities required by the railway undertaking, at least the date and time for handling at terminal
  warship and any additional stabling capacity
• departure station
• destination station
• relevant international train-path point
• date and time ready for departure with margin and requested track
• date and time of arrival with margin and requested track
• route section
• required intermediate stops
• reason for intermediate stops
• activities required by the railway undertaking

In relation to the last point: in order to select the most convenient arrival track for trains arriving at their
destination station, it is essential that the traffic controller receives information concerning the
subsequent handling of the train following arrival. In case of an order request for the
introduction/change of a train, this should be entered in the field “activities required by the railway
undertaking”. Section 2.1.1 of Appendix 6 Operational Conditions describes the duty of best
eforts of ProRail and (not exhaustively) examples of forms of subsequent handling.

Order processing
ProRail tests the admissibility of all requests and changes to earlier allocated capacity against the
characteristics that must be stated on the order. The processing window for submitted orders in the
ISVL system daily comprises the period up to 12.00 hours on the following day. The processing of
orders for capacity submitted after the time window is stayed until they fall into the next processing
window. ProRail processes these orders in their order of receipt. Orders concerning the Combined
Network are processed as promptly as possible within the time window. A minimum order processing
time of 30 minutes applies for the Betuwe Line. An order request comprises a bandwidth of at least 60
minutes around the requested departure and arrival times. This gives ProRail a greater margin within
which to compile a timetable according to the available freight train paths. A minimum order
processing time of 15 minutes applies to light locomotives on the Betuwe Line and local traffic paths
on the Havenspoor Line.

4.4.2 Dispute resolution process

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.

By applying the scheme described in this paragraph, ProRail complies with the provisions of Article
46(6) of Directive 2012/34/EU.

An applicant or ProRail can initiate the dispute resolution process during the coordination phase of the
annual timetable up to 10 working days before determining of the capacity allocation for the annual
timetable. A titleholder can also invoke the dispute resolution regulations if it feels prejudiced by the
manner in which ProRail, in determining the capacity allocation, has deviated from the draft timetable

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61 This is an ISVL entry field in which the titleholder must indicate the train restriction, such as BP2 and
BP2ZWV.
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. 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. ProRail will act as chairman in case of conflicting requests between titleholders (traffic/traffic). 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 or the maintenance roster, the dispute will be handled by a chairman independent of ProRail, who will be appointed by ProRail with the approval of the titleholders. Handling of the dispute will in that case produce an advice from which ProRail may only for good reasons deviate in its capacity allocation. ProRail will communicate these reasons to the titleholders involved.

4.4.3 Congested infrastructure

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

4.4.4 Impact of framework agreements

A single framework agreement applies to the 2017 Timetable: ProRail has with regard to the main railways between Arnhem and Winterswijk concluded a framework agreement with two titleholders, to the effect that in the capacity allocation for the performance of public transport on the basis of concessions granted to the relevant railway undertaking(s) as referred to in Section 19 Passenger Transport Act 2000, a supply service can be carried out, inclusive of the capacity required for such on the railway yards located along the stated main railway network. The framework agreement complies with the conditions stated in Chapter 2.3.1.

4.4.5 Support systems

The support systems used in (the preparation of) capacity allocation are stated in Table 4.2 together with a brief description. Also, a more detailed description is given of the applications below.

- Donna, see Section 5 of Appendix 23.
  ProRail also offers the ‘Facility planning via Donna’ service, see Chapter 5.5.6, for converting a specification for a requested train path in a draft timetable and entering the draft timetable in the Donna application.
- Path Coordination System, see Section 6 of Appendix 23.
- Ad REM, see Section 7 of Appendix 23.
- RADAR/Btd-planner, see Section 8 of Appendix 23.
- ISVL, see Section 9 of Appendix 23.
- RMS Client, see Section 10 of Appendix 23.
- TNR, see Section 11 of Appendix 23.

The most important support systems for the allocation process are Donna and RADAR/Btd-planner. Railway undertakings can make use of these. Donna is the leading system for the basic hour pattern and annual timetable process, as well as the 2017 ad hoc phase. Should it appear necessary to fall back on VPT, this will be announced by means of a supplement to the Network Statement.

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62 The congestion statement is available for consultation on the [website of ProRail](http://www.prorail.nl).
63 Available for consultation on the [website of ProRail](http://www.prorail.nl).
64 Available for consultation on the [website of ProRail](http://www.prorail.nl).
### Table 4.2  List and brief explanation of the applications

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<tr>
<th>Process</th>
<th>System</th>
<th>Brief explanation</th>
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<td>Donna BU</td>
<td>Information and communication system to support the scheduling and allocation of the train service. The basic hour pattern is recorded in Donna BU.</td>
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<tr>
<td>Annual timetable allocation</td>
<td>Donna BD</td>
<td>Information and communication system to support the scheduling and allocation of the train service, including the stabling at railway yards. The details of the timetable for 7 traffic days of 24 hours in a standard week are recorded in Donna BD.</td>
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<tr>
<td>Path Coordination System of RNE</td>
<td></td>
<td>An Internet application with which capacity is requested for at international level, and the allocated capacity is published.</td>
</tr>
<tr>
<td>RADAR/Btd-planner</td>
<td></td>
<td>Application for recording the allocation of capacity for planned work on or near the main railway network or the maintenance roster. RADAR will partially be replaced by Btd-planner during the timetable year.</td>
</tr>
<tr>
<td>Ad REm</td>
<td></td>
<td>Communication with the relevant titleholders on scheduling and coordination.</td>
</tr>
<tr>
<td>RMS Client</td>
<td></td>
<td>Application that provides a current view (up to 16 hours into the future) of the occupation of railway yards forming part of Betuwe Line and a view of the characteristics of tracks of railway yards forming part of the Betuwe Line, such as length and type of track.</td>
</tr>
<tr>
<td>Allocation in ad hoc phase</td>
<td>Donna BD update (change sheets)</td>
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</tr>
<tr>
<td>Integration annual timetable and ad hoc phase</td>
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<tr>
<td>Coordination of basic hour pattern, allocation annual timetable and ad hoc phase</td>
<td>TNR</td>
<td>Train Numbering application (TNR) provides insight into the used train numbers.</td>
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### 4.5  Allocation of capacity for maintenance, renewal and enhancements

#### 4.5.1  Determining the required capacity for work

ProRail has prior to the annual allocation process reached agreement with the other titleholders who participate in the consultation on the performance variants of planned work on or near the main railway network. In drawing up the annual timetable, ProRail will on the basis of this agreement formulate the required capacity for reasonably foreseeable and plannable work. Besides the required capacity for scheduled work, the capacity requirement for management (maintenance roster and maintenance activities) is also communicated. As regards the maintenance roster, consultation with the participants can takes place during the basic hour pattern phase with a view to coordinating the annual timetable requests and the capacity requirement for the maintenance roster. The required capacity is determined in terms of volume, frequency and location (route sections/railway yard).
The capacity thus determined by ProRail comprises:

a. The maintenance roster with periodic maintenance and inspection as well as the deployment of inspection trains and mobile workplaces, whereby it is possible that the maintenance roster is divided into a fixed part (aligned to the normal timetable) and a flexible part (yet to be determined number of times per year) that is determined at least 16 weeks in advance.

b. The volume, frequency and location of scheduled work on or near the main railway network.

c. Programmes such as grinding and stopping.

d. Replacement/modernisation projects such as superstructure renewal, including the trains required.

e. Function expansion projects such as newbuild construction, including the trains required.

f. Works for third parties, e.g. when making changes to railway crossings.

g. Management work, including system tests and safety drills.

4.5.2 Allocation of capacity for work

In case of scheduled work on or near the main railway network, which require (a combination of) incidental possessions, the following supplementary conditions apply:

1. In so far as the work is reasonably foreseeable and plannable on the closing date for annual timetable requests, the capacity for performance of the work is scheduled and allocated during the annual timetable allocation process. If work is not reasonably foreseeable and plannable, agreement on the day type and performance variant may be reached during the annual timetable phase. These are entered in RADAR/Btd-planner and serve as the basis for the ad hoc phase.

2. The coordination of the capacity allocation for the annual timetable is preceded by an inventory of yet to be agreed possessions on the main railway network and the border route sections of neighbouring railway networks, for which it is expected that the relevant detour routes will offer insufficient spare capacity to cope with the affected trains. For those possessions, ProRail provides titleholders the possibility to designate trains for processing according to the timetable process rules in the VAB process (traffic changes for management purposes), and thus with priority over other ad hoc requests. See also Chapter 4.4.1.3.

3. The maintenance roster may lapse or change during and at the location of the incidental possessions, as well as the related detour routes. ProRail will contribute towards resolving the competition by making changes to the maintenance roster, the detoured trains or the incidental possession.

4. The capacity of inspection trains is determined in a single application for volume.

5. In case of scheduled work, due consideration is given towards ensuring the continuity of operating processes on railway yards in order to limit extra operational costs or extra train movements. If a proposed multi-day possession (significantly) disrupts the operating processes, the titleholder can in the User Consultations request the development of an alternative performance that is less disruptive to the operating processes, or whether an alternative performance of operating processes is possible at the railway yard. The parties will provide realistic insight into the advantages and disadvantages (both in terms of operating process and costs) experienced by each of them in the various performance variants and will make every reasonable effort to find a solution. Extra operational costs (e.g., extra travel time) or the costs of additional train movements linked to the chosen alternative are borne by the titleholders.

The allocation of Incidental Possessions during the annual timetable involves the process steps below.

1. Submitting requests
   The requests are first checked against a number of requirements.

2. Scheduling and coordination
   The scheduling and coordination of planned incidental possessions takes place in (regional) user consultations. The scheduling and coordination procedures are subject to the process rules below.
   - Identified conflicts between management and traffic are clearly communicated to all applicants participating in the user consultations.
   - All applicants involved are invited to submit proposals for solution.
   - The objective is to find solutions in which 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.
Determining the allocation

The scheduled incidental possessions are determined in the LPO, the national consultation platform.

The annual timetable for management is recorded in RADAR/Btd-planner (maintenance roster and incidental possessions); the applicable data is entered in the capacity allocation report. This states which capacity is allocated to the applicants and which capacity is reserved for which type of use.

The process steps for allocating the regular maintenance roster during the annual timetable are the same as those described in Chapter 4.4.1.2

Capacity requests related to events and public holidays abroad are subject to the same procedure as for incidental possessions. In case of yet to be agreed events, extra trains will be allocated during the annual timetable phase in accordance with the applicable process rules, in combination with the regular requests for capacity in the annual timetable. ProRail manages this process. The maintenance roster will not lapse, unless explicitly agreed. ProRail will, if possible, contribute towards resolving the competition by making changes to the maintenance roster.

4.5.3 Compensation in case of possessions

ProRail can within the context of the annual timetable allocation process for work on the infrastructure agree on a financial compensation to titleholders other than in the form of user charges. Under the condition that the alternative transport plan is workable and socially capable, this compensation agreement is chosen together with the preferred possession variant drawn up by ProRail, subject to the conditions stated below under points 1, 2 and 3. 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.

1 Newbuild works
   a. In case of scheduled newbuild works, the out-of-pocket costs of replacement transport are compensated on the basis of quotes agreed between the transport operator and ProRail.
   b. In case of scheduled newbuild works, no compensation is paid for detoured passenger and freight trains. ProRail will endeavour to avoid incidental possessions on the detour route as defined in the Corridor Book.
   c. If conversion work causes an infrastructure function to be unavailable for longer than 6 weeks (average term of a change sheet), and the negative impact thereof on the normal timetable traffic can only be resolved by a detour over another route sections, the resulting extra additional operating costs of the titleholder, properly specified and substantiated, will be borne by ProRail.

2 Modernisation works
   a. Passenger transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) qualify for compensation, in the instances and to the degree described below.
      i. No compensation is provided in case of possessions during weekends, night-time, off-peak hours, low traffic periods (i.e., school holidays and official public holidays) or when the through train traffic is not affected.
      ii. Compensation is provided if and in so far as a possession (partly) falls during normal working days (not low passenger traffic periods) and if the morning and/or evening peak times are affected. Compensation then applies to the cancelled train kilometres of the trains during those working days.
      iii. The total of the financial compensation is calculated on the basis of an amount per cancelled train kilometre as a result of the possession, compared with the situation allocated in the annual timetable.
      iv. The compensation charge for passenger transport depends on the category to which the affected route section is allocated according to Appendix 27 and amounts to:
         • For Category 1 route sections: € 11 per cancelled train km according to the annual timetable.
         • For Category 2 route sections: € 6 per cancelled train km according to the annual timetable.
ProRail can on a case-by-case basis agree to a higher compensation, based on a quote stating the costs of replacement transport with a set service level.

b. Freight transport operators can, in case of scheduled modernisation works (large-scale maintenance and renewal) on freight corridors (see Appendix 27) qualify for compensation, in the instances and to the degree described below.

i. No compensation is provided in the case of possessions during weekends (Saturday 0.00 hours to Monday 6.00 hours) or in low freight traffic periods (i.e., public holidays and the day between an official public holiday and the weekend), in case the possession lasts shorter than 12 hours, or if the through train traffic is not affected.

ii. Compensation is provided if and in so far as a possession (partly) falls during normal working days (not low freight traffic periods) and if the possession lasts longer than 12 hours; the compensation then applies to those trains that have not run according to the originally scheduled route during those working days.

iii. The total of the financial compensation is calculated on the basis of an amount per cancelled freight train kilometre as a result of the possession. For a definition of an 'affected train' see Appendix 27.

iv. The compensation charge per freight train is determined in accordance with the provisions under 'compensation charge' in Appendix 27.

ProRail can on a case-by-case basis agree on a higher compensation, based on a quote stating the costs of replacement transport with a set service level.

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. This applies to both passenger and freight train operators.

4.5.4 Ad hoc capacity for work

a. ProRail can acquire capacity for unscheduled maintenance during the annual timetable. This concerns maintenance that is reasonably non-plannable on the closing date of the timetable application period and that cannot in all reasonableness be delayed until the next annual timetable. Any changes to capacity allocated to traffic takes place subject to the rules for ad hoc traffic requests, meaning that permission of the capacity holder is required.

b. Work, the performance of which is foreseen during the annual timetable, but which is not yet plannable on the closing date of the timetable request period, will be agreed in mutual consultation at least 26 weeks before performance. The processing of these requests is concluded by recording the possession in the Donna planning system. For process control reasons, no further changes can be made within 3 weeks before performance.

c. Following the timetable allocation, the titleholders and ProRail can request a change to the scheduling of work on grounds of unforeseen circumstances (in relation to the year plan) and unforeseen work. Point of departure is that the stakeholders will cooperate in rescheduling; cooperation can only be denied on grounds of own operational interests.

d. When formalising the manner and date of performance it is possible that the further specification does not fit in the capacity allocated in the annual timetable. Also, situations could occur in the project preparation and performance that were not provided for when determining the required capacity. ProRail will communicate this and consult with the titleholders involved about changes to the manner and dates of performance. If no consensus is reached on the performance variant, the titleholders involved and ProRail commit themselves within 10 working days, using a procedure to be agreed upon at that time, to formulate an allocation variant that can be agreed on. Precondition is that the work involved is performed in the 2017 Timetable.

e. ProRail will in case of a dispute regarding capacity for work required by ProRail provide adequate substantiation of the usefulness and necessity of the required capacity.

f. Work on the railways generally demands a (single) large possession and multiple smaller possessions (for preparation and finishing work). These smaller possessions are implemented as much as possible in the maintenance roster. If the maintenance roster provides insufficient capacity, ProRail will communicate this and determine the required capacity for preparation and

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The detailed steps are described in the ‘Management – Traffic’ capacity allocation procedure, available for consultation on the Transporters Portal of ProRail.
finishing work no later than 13 weeks before performance. ProRail will consult with the titleholders involved on how to fit in the extra required capacity; if no consensus can be reached, the procedure for handling of the dispute as referred to in the previous paragraph also applies. The purpose of the above provisions is to make optimal use of large possessions, which fit within the national context.

g. The titleholders or ProRail can make their permission subject to the condition that compensation is provided for the negative consequences that they experience through deviation from the earlier allocated capacity. Such compensation is limited to direct operational costs, accompanied by proper substantiation and specification.

h. In case of (potential) disruptions or irregularities that constitute a (potential) threat to safe and uninterrupted train traffic, maintenance is required and titleholders lose their capacity rights in order to allow the performance of work (repairs, urgent replacements, etc.) for restoration/assurance of safe and uninterrupted train traffic. ProRail will strive to carry out this work as much as possible within the maintenance roster or to coordinate the times of infrastructure withdrawal in advance with the transporters.

4.6 Non-usage / cancellation rules

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. If it appears that the capacity reserved in catalogue and/or/standard paths for freight transport will probably not be used, this capacity will from the time of delivery to traffic control become available for other market segments. ProRail can designate specific train paths that will become available sooner.

If a titleholder within a period of at least 4 weeks utilises less than 80% of the capacity for public passenger transport on route sections and platform tracks allocated in the annual timetable (including change sheets), or uses less than 50% of the capacity for other purposes, ProRail can reclaim the capacity rights, whereby the titleholder is notified at least 2 week in advance. A reservation charge is also due for train paths that are cancelled and train paths that are not used. The reservation charge on unused capacity has the purpose of encouraging an efficient use of capacity. The criteria and levy of the reservation charge are stated in Chapters 6.4.1 and 6.4.2.

To prevent unused capacity at railway yards, capacity on one or more specific tracks can 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. Moreover, it applies in general terms that as regards capacity on railway yards that has been used for less than half of the days during a period of at least 4 weeks, ProRail can reclaim the capacity rights, whereby the titleholder is notified at least 2 week in advance. A reservation charge is also due for capacity on railway yards that is cancelled and for capacity on railway yards that is not used. The reservation charge on unused capacity has the purpose of encouraging an efficient use of capacity. The criteria and levy of the reservation charge are stated in Chapters 6.4.1 and 6.4.2.

Capacity rights will not be reclaimed if non-utilisation is due to non-economic reasons beyond the control of the titleholder. ProRail will investigate - also through enquiries with the titleholder involved - whether such is the case. 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.

On reclaiming underutilised or non-utilised capacity, ProRail will, before releasing this capacity for other ad hoc requests, first offer this capacity to titleholders who in the annual timetable have not received precedence in the allocation of competing requests on the basis of the supplementary priority criteria.

66 To be ascertained on the basis of inspections, notifications, disruptions, etc.
67 This constitutes a further specification of the situation ‘in case of emergency’ as referred to in Article 9 Paragraph 4 of the General Terms & Conditions.
4.7 Exceptional transport

ProRail facilitates exceptional transporter for railway undertakings by means of standard and customised schemes, the applicable services are described in Chapter 5.4.3.

_Regulations to be agreed upon_

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

4.8 Special measures to be taken in the event of disturbance

ProRail makes tracks and routes available in accordance with the capacity allocation procedure.

_Regulations to be agreed upon_

► ProRail has drawn up the division of responsibilities with regard to the choice of routes described in Section 1.1 of Appendix 6 of the Operational Conditions and wants to include these in the Access Agreement.

4.8.1 Principles

ProRail is authorised pursuant to the Rail Traffic Decree and the General Terms & Conditions in certain situations to deviate from previously allocated capacity and thus to intervene in the intended flow of the train service and the operating processes of railway undertakings. The railway undertaking will comply with the instructions given under such conditions by ProRail. ProRail may exercise this authority in case of incidents, deviations or disruption of the planned flow of traffic, in particular:

a. In the event that the train running deviates from the schedule to such an extent that it affects the running of other trains or operating processes, or otherwise gives rise to an out-of-control situation.

b. In the event of disruptions or unforeseen restrictions in the availability of the infrastructure.

c. In case of emergencies.

d. In case of threat of danger.

e. To prevent situations in which the guidelines applicable to ProRail by law are in danger of being transgressed.

f. To bring an end to situations in which the guidelines applicable to ProRail by law are being transgressed by use.

g. In the event of potential enforcement of an administrative order and to prevent the consequences thereof.

These intervention measures, see Chapter 4.8.2, are aimed at ensuring safety and restoring the planned flow of the traffic in a controlled manner with as little disruption as possible.

Preference is given to maintaining, as best as possible, the routes - which have been assessed in terms of feasibility and safety - stated in the year plan, except in case of regular detour routes.

4.8.2 Operational regulation

Intervention measures taken in case of an incident, deviation or disruption as described below.

- Reduced availability of the infrastructure.
- If one or more trains fall outside the agreed capacity without any reduced availability of the infrastructure.
- Extreme temperatures of or forces on axles and wheels.

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68 Section 26 Paragraph 3 Rail Traffic Decree, Article 16 Paragraph 1 General Terms & Conditions.
69 Section 26 Paragraph 3 Rail Traffic Decree.
1. Blocked infrastructure

Due to an obstruction on the open track or a node, a situation may arise whereby the railway undertaking does not acquire the infrastructure capacity to which it is entitled according to the allocation plan. In such cases, the remaining (available) infrastructure capacity is divided as best as possible among the affected railway undertakings in proportion to the most recently applicable allocation plan. Trains that are unable to run due to a blocked infrastructure are regarded as delayed trains, unless such trains are definitely cancelled under the terms of handling agreements.

In drawing up a new plan, ProRail will apply the obstruction measures as agreed in advance with the railway undertakings involved.

If ProRail, due to circumstances, is forced to deviate from these measures, such will take place after consultation with the railway undertakings involved.

A transport operator may, on suitable grounds, request a change to the measure agreed in advance. ProRail will accept this change on condition that it does not prejudice any other railway undertakings. Deviating agreements with regard to a specific incident can be made in the OCCR (regional policy team incident management) or in the LBI (national policy team incident management).

2. Train deviates from the allocation plan

A train deviates from the allocation plan if the delay is such that the train takes up other infrastructure capacity than prescribed in the allocation plan. If a train exceeds the delay margins agreed with the railway undertaking, the affected train is rescheduled subject to the specifications of the railway undertaking concerned. A path, which is free of conflict with the trains of other railway undertakings, is determined. This principle is detailed in handling agreements contractually laid down with the railway undertaking.

In case of two trains that deviate from the allocation plan, these are rescheduled subject to the specifications of the railway undertakings concerned. If these two trains compete for the same infrastructure capacity, the sequence of the available infrastructure paths will be determined on the basis of the 'first come first served' principle. If ProRail is forced to deviate from this principle, such will take place following consultation with the railway undertakings concerned. The same applies if one or more railway undertakings make a request for change.

3. Extreme values of axles and wheels

ProRail uses Hotbox to measure the temperature of wheels and axle boxes and Quo Vadis to measure the force exercised by the wheel on the rail. If these systems ascertain that a limit value is exceeded, an alarm report is sent to the traffic control. Traffic control will inform the driver and instruct that the train be brought to a standstill at a specified point, such ultimately to be determined by the railway undertaking. Point of departure is to bring the train to a standstill on a straight section of track, to avoid lateral forces on the axle boxes and wheels as much as possible. Traffic control will consult with the driver on how to check the axle boxes/wheels in a safe manner.

The applicable limit values for alarm signals are:

- of the Hotbox system (temperature):
  - of the axle box: 90°C (warm signal) and 115°C (hot signal)
  - of the wheel: 200°C (warm signal) and 375°C (hot signal)
  
  Warm signals apply only to the Betuwe Line.

- Of the Quo Vadis system (dynamic wheel load): 700kN.

It is possible to receive data or customised reports from the Hotbox and Quo Vadis systems. A statement of registered high values is delivered as standard. See Chapter 5.5.2.14 'The provision of various measurement data from Quo Vadis and Hotbox systems'.

ProRail will inform DB Netze and Infrabel about any change in the timetable for cross-border traffic made by ProRail. Coordination takes place on ascertaining a (potential) timetable conflict. Coordination in case of a changed or new timetable takes place by testing in ISVL and in the dynamic time path diagram and/or by means of telephone contact.
4.8.3 Foreseen problems

In the handling agreements with railway undertakings, ProRail seeks as far as possible to determine the invention measures in advance.

Included under the handling agreements for foreseen interventions are the coordinated measures prepared by the railway undertaking and ProRail for use in case of (expected) extreme weather conditions. Those coordinated measures can consist of restrictions on the use of the infrastructure, increases/decreases in the train and shunting services, raised occupancy of the consultation and command structures and specific prioritisation in intervention measures.

Regulations to be agreed upon

▶ ProRail has described the regulations concerning handling agreements in Section 2.1.2 of Appendix 6 of the Operational Conditions and wants to include these in the Access Agreement.

4.8.4 Unforeseen problems

In the event that a disruption and the intervention measure involve only one railway undertaking and does not affect the capacity allocated to other railway undertakings, the intervention measures to be taken are determined as much as possible in consultation with the railway undertaking in question.

ProRail does not apply any priority rules per train type.

Regulations to be agreed upon

▶ ProRail has described the regulations concerning unforeseen interventions, including those situations in which the handling agreements were not applicable, in Section 2.1.2 of Appendix 6 of the Operational Conditions and wants to include these in the Access Agreement.

4.8.5 Real-time information on train movements and train service

ProRail offers the services below.

- Real-time information on train movements via one or more subscriptions to the VIEW application. The application and manner of provision is described in Section 13 of Appendix 23. The basic variant of the VIEW application is part of the Train Path service of the basic access package, see Chapter 5.2.1; for other variants, see the ‘Real-time information on train movements (VIEW)’ service in Chapter 5.5.2.2.

- Train service reports. The reports with standard information products are described in Section 14 of Appendix 23. It is also possible to acquire information in the form of a customised report, see the ‘Insight in train service performance: customised reports, provision of data and analyses’ services in Chapter 5.5.2.12.

- The causes of train deviations assigned to railway undertakings via the Approval Monitoring application. Railway undertakings can use this application to accept or reject the cause of train deviations. The application and manner of provision is described in Section 15 of Appendix 23.

4.8.6 Cooperation railway undertakings and ProRail

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

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

ProRail designates tracks and routes that are not used regularly for normal services, but are important for traffic flow when rescheduling measures are necessary. In order to guarantee the reliability of the detection systems on the tracks and routes, the interval between two successive runs along those tracks and routes may not exceed the set limit values. ProRail may for this purpose instruct certain trains to take an alternative route so that the limit value is not exceeded (‘rust-clearance running’).

Regulations to be agreed upon

► ProRail has described the regulations concerning rust-clearance running in Section 2.5 of Appendix 6 of the Operational Conditions, and wants to include these in the Access Agreement.

4.9 Allocation of capacity for service facilities

The capacity rights for use of the facilities stated in Chapter 3.6.4 are requested and handled in the regular capacity allocation process. The use of these facilities, insofar as managed by ProRail, is offered in the form of services (see Chapter 5.3).
5 Services

5.1 Introduction

This chapter deals with the services provided by ProRail for use of the railway infrastructure and supplementary facilities\(^\text{70}\) 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 the categories stated in Annex II of Directive 2012/34/EU:

- basic access package (Chapter 5.2)
- access to facilities (Chapter 5.3)
- additional services (Chapter 5.4)
- ancillary services (Chapter 5.5)

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

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

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

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

**Regulations to be agreed upon**

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

**Facilitation**

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

If a railway undertaking for its operational processes requires land or a facility at a railway yard that is not offered by ProRail, such can be facilitated by ProRail under conditions. ProRail can offer facilitation in the cases below.

- Use of land
  
  Permission to use land managed by ProRail. For example, if a railway undertaking requires space for storage containers.

- Permit
  
  Providing a permit for the realisation and operation of a facility by a railway undertaking. For example, if a railway undertaking wishes an own cleaning platform on land managed by ProRail. ProRail can within the context of the environmental permit serve as the contact for the competent authority.

- Utilities

\(^\text{70}\) In accordance with Section 67 Railways Act. Infrastructure facilities within the scope of the definition of railway infrastructure provided by Section 1 Railways Act do not fall under supplementary facilities.
Providing utility connections for the railway undertaking’s facility at the latter’s expense. For example, if a train washing line requires a water and/or electricity and/or sewage connection by means of underground infrastructure, whereby ProRail retains ownership and management of the underground infrastructure.

The conditions under which ProRail can provide facilitation are determined on a case-by-case basis.

5.2 Minimum access package

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

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Train path</strong></td>
<td>The use of train paths according to the right to train paths acquired through the capacity allocation process. This includes the following elements:</td>
</tr>
<tr>
<td><strong>Capacity allocation</strong></td>
<td>a. The handling of requests for infrastructure capacity(^{71}), for which purpose ProRail provides the Donna, Ad REM, RADAR, ISVL, PCS and TNR applications, as described in Appendix 23.</td>
</tr>
<tr>
<td></td>
<td>b. The reserving of capacity according to the agreed capacity allocation.</td>
</tr>
<tr>
<td></td>
<td>c. The provision of all information required to carry out the train service for which capacity has been requested through, e.g., the RailMaps application (see Section 1 in Appendix 23), the Rail and Road Signs application (see Section 2 in Appendix 23) and the information on ‘Temporary Speed Restrictions’ (see Section 3 in Appendix 23).</td>
</tr>
<tr>
<td><strong>Use of the main railway network</strong></td>
<td>d. The use of the tracks on route sections and stations for train and shunting movements.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>f. The stationary use of platform tracks insofar as necessary for the (dis)embarking of passengers.</td>
</tr>
<tr>
<td><strong>Traffic Control</strong></td>
<td>g. The traffic control for both centrally and locally controlled areas, including use of the radio-communication system for rail safety GSM-R Voice, as described in Section 4 of Appendix 23.</td>
</tr>
<tr>
<td><strong>Information on the current train service</strong></td>
<td>h. The provision of information to the railway undertaking about train service handling via the SpoorWeb application (see Section 12 of Appendix 23).</td>
</tr>
<tr>
<td></td>
<td>i. The provision of information to the railway undertaking about current train movements via the VIEW type 1 application (see Section 13 of Appendix 23).</td>
</tr>
<tr>
<td><strong>Information on the performed train service</strong></td>
<td>j. The provision of information: standard traffic performance report, standard monitoring report and standard provision of information on traffic performance (see Section 14 of Appendix 23).</td>
</tr>
</tbody>
</table>

\(^{71}\) 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 ISVL.
### 5.2.2 Stabling

<table>
<thead>
<tr>
<th>Service</th>
<th>Stabling</th>
</tr>
</thead>
</table>
| **Description** | This service comprises:  
| a. | The stationary use of tracks not being platform tracks during a maximum of 3 hours preceding and/or following a train or shunting movement.  
| b. | Use of loading and unloading facilities, see Table 3.3 in Chapter 3.6.2.  
| c. | The use of tracks for longer than 3 hours for the stabling of rolling stock.  |
| **Where is the service provided** | On the main railway network.  |
| **Service provider** | ProRail |
### User conditions

The service is limited to use by normal traffic, not being Exceptional Transport (see Section 1.2 of Appendix 6).

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.

Also applicable are the user conditions stated in the tables and appendices as referred to in the description of this service.

### 5.2.3 Transfer

<table>
<thead>
<tr>
<th>Service</th>
<th>Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Access to and use of infrastructural transfer facilities as stated in Chapter 3.6.1.1, namely platforms and the tunnels leading to the platforms, footbridges, stairs, ramps and lifts, with lighting, clocks and PA systems, to enable the transfer of passengers, both from outside the station to the trains and vice versa, as well as between trains (transfer). For a list of stations, see Appendix 25.</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>At the stations as referred to in Appendix 25 (with station classification).</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>This service is governed by the terms of delivery stated in the tables and appendices as referred to in the description of the service.</td>
</tr>
<tr>
<td>User conditions</td>
<td>Railway undertakings are notified that the text on access control facilities in Chapter 3.6.1.1, relates to access by their passengers to the stations and platforms. Also applicable are the user conditions stated in the tables and appendices as referred to in the description of the service.</td>
</tr>
</tbody>
</table>

### 5.2.4 Tractive power supply

<table>
<thead>
<tr>
<th>Service</th>
<th>Tractive power supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>This service comprises the use of the tractive power supply systems (see Chapter 3.3.2.6 and Appendix 17).</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>On the electrified tracks, see Appendix 17.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>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 traction power supply systems are stated in Appendix 24. Also applicable are the terms of delivery stated in the chapter and appendices as referred to in the description of the service.</td>
</tr>
<tr>
<td>User conditions</td>
<td>This service is governed by the user conditions stated in the chapter and appendices as referred to in the description of the service.</td>
</tr>
<tr>
<td>Availability and reliability</td>
<td>In case of circumstances beyond the control of the ProRail, involving black ice and rime, the transfer of electric current via contact area between the contact wires and the pantograph may be limited, also in relation to the interval since the previous train that use the overhead line on the track, or in relation to the characteristics of the deployed vehicles. The consequences of black ice and rime on the overhead lines are a problem at the interface between material and infrastructure; improving the availability is the joint responsibility of railway undertakings and ProRail. ProRail refers in that context to the offered ‘mediation de-icing runs’ service (see Chapter 5.4.1.3).</td>
</tr>
</tbody>
</table>
5.3 Access to service facilities and supply of services

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

5.3.1 Access to service facilities

Services are provided with respect to the use of the following facilities:

1. Passenger stations
2. Freight terminals
3. Marshalling yards
4. Storage sidings
5. Maintenance facilities
6. Other technical facilities
7. Maritime and inland port facilities
8. Relief facilities
9. Refuelling facilities

5.3.1.1 Passenger stations

5.3.1.1.1 Use of ProRail facilities for transfer

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Use of ProRail facilities for transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where is the service provided</td>
<td>Access to and use of the transfer facilities managed by ProRail on and near the railway infrastructure, as referred to in Chapter 3.6.1.2, such as waiting facilities and train information facilities (frames, screens).</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>Via Access Agreement, always in combination with the ‘Transfer’ service in Chapter 5.2.3.</td>
</tr>
</tbody>
</table>

5.3.1.1.2 Use of NS Stations facilities for transfer

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Use of NS Stations facilities for transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where is the service provided</td>
<td>Access to and use of the transfer facilities managed by NS Stations in the buildings of passenger stations, such as halls with escalators/stairwells and lifts intended for public use.</td>
</tr>
<tr>
<td>Service provider</td>
<td>NS Stations</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>Only in combination with the ‘Transfer’ service in Chapter 5.2.3.</td>
</tr>
</tbody>
</table>

5.3.1.1.3 Use of locations for information counter

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Use of locations for information counter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where is the service provided</td>
<td>The use by a railway undertaking of locations in buildings and passenger stations managed by NS Stations for information counter services.</td>
</tr>
<tr>
<td>Service provider</td>
<td>NS Stations</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>See the joint website of NS Stations and ProRail.</td>
</tr>
</tbody>
</table>

5.3.1.1.4 Use of locations for ticket dispensing machines

| Service | Use of locations for ticket dispensing machines |
5.3.1.1.5 **Use of gas, water and electricity**

<table>
<thead>
<tr>
<th>Service</th>
<th>Use of gas, water and electricity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
<td>The use by a railway undertaking of gas, water and electricity by buildings and passenger stations managed by NS Stations for means of distribution, such as ticket dispensing machines.</td>
</tr>
<tr>
<td><strong>Where is the service provided</strong></td>
<td>The joint <a href="#">website of NS Stations and ProRail</a> specifies for each of the stations stated in Appendix 25 for which facilities use can be made of gas, water and electricity.</td>
</tr>
<tr>
<td><strong>Service provider</strong></td>
<td>NS Stations</td>
</tr>
<tr>
<td><strong>Terms of delivery</strong></td>
<td>See the joint <a href="#">website of NS Stations and ProRail</a>.</td>
</tr>
</tbody>
</table>

5.3.1.2 **Freight terminals**

The railway infrastructure is connected to freight terminals for freight transhipment from railway vehicles to seagoing and inland shipping vessels. These freight terminals are operated by specialised companies and are not a facility or service of ProRail. ProRail will on request provide contact particulars of these companies.

5.3.1.3 **Marshalling yards and train formation facilities**

Railway undertakings can at a large number of railway yards perform shunting operations, making use of level railway infrastructure (rails, points, operational points). Railway sidings may be equipped with walkways and lighting as managed by ProRail, as further described in Chapter 3.6.4, Table 3.11 and Table 3.12.

Only the Kijfhoek railway yard is provided with a specific facility, namely a shunting hump, rail brakes and a hump control system. Use of the shunting hump in the Kijfhoek railway yard is exclusive possible with locomotives fitted with equipment for communication and control of the system.

5.3.1.4 **Storage sidings**

<table>
<thead>
<tr>
<th>Service</th>
<th>Use of facilities at stabling yards</th>
</tr>
</thead>
</table>
| **Description** | This service concerns the track facilities below that are available on publication of the Network Statement.  
- Depot power supply (see Table 3.4 in Chapter 3.6.4)  
- Train preheating (see Table 3.5 in Chapter 3.6.4)  
- Filler hydrants (see Table 3.6 in Chapter 3.6.4)  
- Service points (see Table 3.7 in Chapter 3.6.4)  
- Brake-testing cabinets (see Table 3.8 in Chapter 3.6.4)  
- Use of guidance for (dis)embarking facility (see Table 3.9 in Chapter 3.6.4)  
- Service paths and roads (see Table 3.10 in Chapter 3.6.4)  
- Walkways (see Table 3.11 in Chapter 3.6.4)  
- Lighting (see Table 3.12 in Chapter 3.6.4) |
| **Where is the service provided** | At stabling yards |
| **Service provider** | ProRail |
| **Terms of delivery** | Also applicable are the terms of delivery stated in the tables and appendices as referred to in the description of the service. |
User conditions

ProRail can impose conditions on the performance of work in/on railway vehicles on railway sidings and sorting lines. Such conditions may concern:
- safety requirements,
- preventing nuisance to other users
- protecting the assets of ProRail
- the applicable legal provisions (including environmental permit).

The use of railway sidings and sorting lines with certain categories of vehicles and/or loads may be subject to restrictions on grounds of environmental legislation. The environmental permits acquired on the basis of the environmental permit serves as the legal framework against which the capacity requests are tested. All current environmental permits (and environmental notifications) are available for consultation on the Transporters Portal of ProRail. These permits contain all the provisions with which titleholders must comply.

Railway sidings in a centrally controlled area, fitted with GRS and JADE track circuit detection, are subject to rust clearance regulations. Further clarification is provided in Section 2.5 of Appendix 6.

Also applicable are the user conditions stated in the tables and appendices as referred to in the description of the service.

5.3.1.5 Maintenance facilities

Rolling stock maintenance facilities are available at overhaul and maintenance firms. ProRail does not provide any services in terms of these maintenance facilities. ProRail will on request provide the contact addresses of the overhaul and maintenance firms.

5.3.1.6 Other technical facilities

**Internal cleaning**

The following facilities referred to in Chapter 5.3.1.4 serve to support the internal cleaning of passenger rolling stock.
- Service points (see Table 3.7 in Chapter 3.6.4)
- Use of guidance for (dis)embarking facilities (see Table 3.9 in Chapter 3.6.4)
- Service paths and roads (see Table 3.10 in Chapter 3.6.4)
- Lighting (see Table 3.12 in Chapter 3.6.4)

ProRail does not provide any services with regard to the internal cleaning of railway vehicles. ProRail will on request furnish the contact addresses of firms that provide internal cleaning services.

**Train washing systems**

ProRail does not provide any services with regard to the external cleaning of railway vehicles. ProRail will on request to furnish the contact addresses of owners/managers of train washing systems.

5.3.1.7 Maritime and inland port facilities

Sea and inland port facilities are available from specialised service providers. ProRail does not provide any services in terms of these facilities. ProRail will on request furnish the contact addresses of these firms.

5.3.1.8 Relief facilities

ProRail does not provide any separate assistance and support facilities. Services regarding disaster handling are described in Chapter 5.2.1.

5.3.1.9 Refuelling facilities

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use of the refuelling facilities</td>
<td>This service comprises the use of refuelling facilities (see Table 3.13 in Chapter 3.6.9).</td>
</tr>
</tbody>
</table>
### 5.3.2 Supply of services in service facilities

With regard to the use of the facilities stated in the previous chapter, the following services are offered:

1. Travel information
2. Shunting services
3. Supply of fuel

#### 5.3.2.1 Travel information

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Travel Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Types</strong></td>
<td>The following ‘A’ types of service are possible:</td>
</tr>
<tr>
<td></td>
<td>A1. The provision of current information on destinations, train types, departure times and platforms via the presentation facilities (InfoPlusmiddelen) in station halls and on the platforms.</td>
</tr>
<tr>
<td></td>
<td>A2. The provision by means of a public address system of current information departure times and platforms in case of deviations from the timetable.</td>
</tr>
<tr>
<td></td>
<td>A3. The placement of static information on destinations, train types, departure times and platforms in the timetable frames in station halls and on the platforms.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Where is the service provided</th>
<th>A1 and A2: at all stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>A3: possible at all stations on request</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service provider</th>
<th>ProRail</th>
</tr>
</thead>
</table>

**Delivery time**

- Type A and B services are acquired in combination.
- Types A1 and A2 are fixed components of Type A service. Type A3 is acquired separately.
- The services provided to passenger transport operators within the context of concessions for public transport by train and other passenger transport operators.

**Terms of delivery**

- Services A1, A2 and B: NS, Travel Information Service Centre, request via the email address Reisinformatie.DCRI@ns.nl.
- Service A3: NSR, accessible via the email address Reisinformatie.DCRI@ns.nl.

#### 5.3.2.2 Shunting services

Shunting services are provided by specialised firms. ProRail will on request furnish the contact addresses of these firms.

#### 5.3.2.3 Supply of fuel

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Supply of fuel</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Where is the service provided</th>
<th>The refuelling systems stated in Appendix 21 as refuelling facility with delivery system.</th>
</tr>
</thead>
</table>
5.4 Additional services

The service package 3, see Section 3 of Annex II to Directive 2012/34/EU, comprises the services specified below.
1. Traction current
2. Services for trains
3. 

5.4.1 Traction current

The additional service ‘Traction current’ comprises the services below.
1. Transport of electric tractive power
2. Supply of electric tractive power
3. Mediation de-icing runs

5.4.1.1 Transport of electric tractive power

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Where is the service provided</th>
<th>Service provider</th>
<th>Terms of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transport of electric tractive power</td>
<td>The transport costs of electrical power charged by a third party to ProRail.</td>
<td>the tracks that are fitted with an overhead line.</td>
<td>ProRail</td>
<td>Use of the overhead line infrastructure is included in the basic access package. The transport costs of electrical power charged by a third party to ProRail is charged on to the railway undertaking.</td>
</tr>
</tbody>
</table>

5.4.1.2 Supply of electric tractive power

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Where is the service provided</th>
<th>Service provider</th>
<th>Terms of delivery</th>
</tr>
</thead>
</table>
| Supply of electric tractive power | The purchase of electric tractive power and the supply of this electricity to railway vehicles via the tractive power supply system. This service is facilitated by.
- VIVENS for the supply of electric tractive power to the Combined Network
- CIEBR for the supply of electric tractive power to the Betuwe Line

As regards the route section Zevenaar – Zevenaar border: railway undertakings that wish to use this route section and are not (yet) a member of CIEBR, are required to report to CIEBR. For the expected commissioning of 25 kV AC on this route section, see Appendix 10 Section 1).
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. | the tracks that are fitted with an overhead line. | VIVENS, for the supply of electric tractive power for the Combined Network, for further information see the website of VIVENS. CIEBR, for the supply of electric tractive power for the Betuwe Line, for further information see the website of CIEBR. |

5.4.1.3 Mediation de-icing runs

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mediation de-icing runs</td>
<td></td>
</tr>
</tbody>
</table>
### Description
ProRail will at the request and for the account of a railway undertaking mediate and coordinate the performance of runs to condition the overhead lines of the route sections indicated by the requesting railway undertaking. This concerns the removal of black ice and rime from the overhead line.

<table>
<thead>
<tr>
<th>Where is the service provided</th>
<th>The tracks that are fitted with an overhead line.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>The required frequency of the de-icing runs on a route section and the treated tracks are determined by the requesting railway undertaking. Input for this includes the joint analysis of the performances of the relevant route sections, the measures agreed in advance by the railway undertaking for these route sections and the weather report produced by ProRail indicating whether the ice-up will be of a long-term or short-term nature. The railway undertaking performing the de-icing runs will via ProRail charge on the costs to the requesting railway undertaking. For the application of Article 59, Paragraph 2, Railways Act, de-icing runs are regarded as runs performed on the instructions of ProRail with a view to conditioning the infrastructure.</td>
</tr>
</tbody>
</table>

### 5.4.2 Services for trains

The use of the train preheating facility is part of the service, as described in Chapter 5.3.1.4 ‘Stabling yards’. The supply of electrical power is part of the service, as described in Chapter 5.4.1 ‘Tractive power’.

**Faeces discharge**
A distinction as regards this service is made between:
1. Fixed faeces discharge systems
2. Mobile faeces discharge systems.

#### 5.4.2.1 Fixed faeces discharge systems

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Use of fixed faeces discharge systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Use of fixed faeces discharge for the emptying of closed toilet systems and the filling with rinsing water.</td>
</tr>
<tr>
<td>Types</td>
<td>Extraction system for the discharge of faeces including sewerage connection, and a water connection for filling the toilet system</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>At the Groningen and Leeuwarden railway yards. ProRail will not install any additional fixed faeces discharge systems.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>For this, contact ProRail.</td>
</tr>
<tr>
<td>User conditions</td>
<td>Wastewater must comply with current environmental legislation. Also, the railway undertaking must provide suitable connections between the railway vehicles and the extraction and water supply systems</td>
</tr>
</tbody>
</table>

#### 5.4.2.2 Mobile faeces discharge systems.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Mobile faeces discharge systems.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Use of facilities provided by ProRail for faeces discharge with service trolleys. Facilities realised specifically for service trolleys, such as sewerage connections, parking spaces, charging points and container sites.</td>
</tr>
<tr>
<td>Types</td>
<td>See facility</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>At railway yards where vehicle services are provided.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>ProRail reserves the right to offer the use of mobile faeces discharge locations other than those available on announcement of the Network Statement subject to deviating (charging) conditions.</td>
</tr>
</tbody>
</table>
The use of the generic facilities listed below for mobile faeces discharge falls under service package 2:
- Filler hydrants (see Table 3.6 in Chapter 3.6.4)
- Service paths and roads (see Table 3.10 in Chapter 3.6.4)
- Lighting (see Table 3.12 in Chapter 3.6.4)
These facilities are described in Chapter 5.3.1.4.

5.4.3 Service for exceptional transports and assistance services

5.4.3.1 Facilitating exceptional transport

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Facilitating exceptional transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Standard regulations and customised regulations for exceptional transport, see Chapters 2.5 and 4.7.</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>This service is provided on the main railway network.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – application via the One-Stop-Shop (for contact particulars, see Chapter 1.10.1)</td>
</tr>
<tr>
<td>Delivery time</td>
<td>See Section 1.2 of Appendix 6 Operational Conditions</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>See Section 1.2 of Appendix 6 Operational Conditions</td>
</tr>
<tr>
<td>User conditions</td>
<td>See Section 1.2 of Appendix 6 Operational Conditions</td>
</tr>
</tbody>
</table>

5.4.3.2 Towing and assistance services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Towing and assistance services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>The delivery by a railway undertaking of towing, assistance and de-icing services:</td>
</tr>
<tr>
<td></td>
<td>• The towing from tracks of railway vehicles that as a result of an incident would restrict the availability of the infrastructure to other traffic.</td>
</tr>
<tr>
<td></td>
<td>• The towing of railway vehicles that owing to incorrect use of capacity restrict the operations of the authorised capacity holder</td>
</tr>
<tr>
<td></td>
<td>• The performance of de-icing runs.</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>Entire network.</td>
</tr>
<tr>
<td>Service provider</td>
<td>The railway undertaking(s) selected by ProRail on the basis of a tender procedure, all the railway undertaking that (in the opinion of ProRail) is best able to provide the service under the given circumstances.</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>De-icing runs are only carried out at the request of the railway undertaking; towing from tracks can also be carried out without the explicit instruction of the railway undertaking responsible for the relevant vehicles, in accordance with Article 14 of the General Terms &amp; conditions.</td>
</tr>
<tr>
<td></td>
<td>Towing can also carried out without the explicit instruction of the railway undertaking responsible for the relevant vehicles, insofar as the towing scheme has been agreed in the Operational Conditions. For towing, assistance and de-icing runs as referred to above, the user charge for the ‘Train path’ service is nil (runs for the conditioning of the infrastructure).</td>
</tr>
</tbody>
</table>

5.5 Ancillary services

The service package 4, see Section 4 of Annex II to Directive 2012/34/EU, comprises the ancillary services specified below.
1. Access to telecommunication network
2. Provision of supplementary information
3. Technical inspection of rolling stock
4. Ticketing services in passenger stations
5. Specialized heavy maintenance services
6. Facility planning via Donna
7. Temporary mobile screen (for real-time travel information)
8. Volume adjustment PA system

5.5.1  Access to telecommunication network

The services below are offered with regard to access 2 telecommunications network.
1. GSM-R Walkie-
2. Additional applications with GSM-R

ProRail is studying the possibility of providing railway undertakings access to the fibreglass network; if you require further information, send an email to connectiviteit@prorail.nl.

5.5.1.1  GSM-R Walkie-Talkies

<table>
<thead>
<tr>
<th>Service</th>
<th>GSM-R Walkie-Talkies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>For a description of the GSM-R radio communication system, see Section 4 of Appendix 23. Operational group communication or point-to-point communication and alarm communication via handhelds/walkie-talkies at railway yards.</td>
</tr>
<tr>
<td>Facility</td>
<td>Supply of SIM cards for handhelds/walkie-talkies including network configuration</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
<tr>
<td>Delivery time</td>
<td>On request</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>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>).</td>
</tr>
</tbody>
</table>

5.5.1.2  Additional applications with GSM-R

<table>
<thead>
<tr>
<th>Service</th>
<th>Additional applications with GSM-R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>For a description of the GSM-R radio communication system, see Section 4 of Appendix 23. Additional applications include calling outside the GSM-R network, GPRS or SMS. Supply of SIM cards including network configuration.</td>
</tr>
<tr>
<td>Facility</td>
<td></td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – request via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>)</td>
</tr>
<tr>
<td>Delivery time</td>
<td>On request</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>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>).</td>
</tr>
<tr>
<td>Extra information</td>
<td>Additional information on functionality, use and support is available in a user catalogue of GSM-R functionality and services. GSM-R roaming is available abroad on the route sections fitted out with GSM-R in Belgium, Germany, France, Italy, Norway, Austria, the Czech Republic and Switzerland. The catalogue is available on request via the One-Stop-Shop.</td>
</tr>
</tbody>
</table>

5.5.2  Provision of supplementary information

The services below are provided in the area of timetable planning, timetable performance and performance analysis.
1. Customised functionality of railway infrastructure via Infra-Atlas
2. Real-time information on train movements (VIEW)
3. Planning and performance information
4. View VOS
5. SpoorRadar
6. Real-time information on international train movements (TIS)
7. Route section videos for driver training
8. RouteLint
9. Orbit
10. SPAD Database
11. MTPS (Rolling Stock and Train Position Service)
12. Insight in train service performance: customised reports, provision of data and analyses
13. Information on train service: historic train movements (TOON)
14. The provision of various measurement data from Quo Vadis and Hotbox systems

5.5.2.1 Customised functionality of railway infrastructure via Infra-Atlas

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Customised functionality of railway infrastructure via Infra-Atlas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Supply of specific information on the functionality of railway infrastructure from Infra Atlas as part of the RailMaps application. This may concern a specific question about a cross-section or a question not described in the IRS IAUF (Interface Requirement Specification - Infra Atlas Wxchange Format). For a description of Infra Atlas or to receive data within the Infra Atlas standard delivery package, see Section 1 of Appendix 23 (Infra Atlas is part of the RailMaps application).</td>
</tr>
<tr>
<td>Facility</td>
<td>One or more data files (text files).</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
<tr>
<td>Delivery time</td>
<td>On request, depending on specific requirements</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>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>).</td>
</tr>
</tbody>
</table>

5.5.2.2 Real-time information on train movements (VIEW)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Real-time information on train movements (VIEW type 2, 3 and 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>The supply of:</td>
</tr>
<tr>
<td></td>
<td>• VIEW subscriptions to a Post 21 workplace (VIEW type 2)</td>
</tr>
<tr>
<td></td>
<td>• VIEW subscriptions to an OCCR workplace (VIEW type 3)</td>
</tr>
<tr>
<td></td>
<td>• VIEW data (VIEW type 4)</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
<tr>
<td>Delivery time</td>
<td>See Section 13 of Appendix 23.</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>See Section 13 of Appendix 23.</td>
</tr>
</tbody>
</table>

5.5.2.3 Planning and performance information

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Planning and performance information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Supply of day plan information, related changes of the train service and performance information. The message flow provides the user with a direct view of operations.</td>
</tr>
<tr>
<td>Facility</td>
<td>The data is provided via the intranet. Data can be filtered per transport operator.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>)</td>
</tr>
<tr>
<td>Delivery time</td>
<td>On request</td>
</tr>
</tbody>
</table>
5.5.2.4 View VOS

<table>
<thead>
<tr>
<th>Service</th>
<th>View VOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>The service offers railway undertakings a view functionality in the VOS traffic control system, making it possible to monitor the course of train services.</td>
</tr>
<tr>
<td>Facility</td>
<td>By means of an Internet connection, the user can log into the Citrix environment of ProRail, after which the view screens appear.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>)</td>
</tr>
<tr>
<td>Delivery time</td>
<td>On request</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>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>).</td>
</tr>
</tbody>
</table>

5.5.2.5 SpoorRadar

<table>
<thead>
<tr>
<th>Service</th>
<th>SpoorRadar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>A view function in the SpoorRadar system provides real-time insight into the current situation of disruptions, obstructions and decommissioning of the infrastructure, the punctuality of passenger train services and of freight trains. The various subjects are graphically shown on separate maps and dashboards. The disruption map is also made available via a mobile website.</td>
</tr>
<tr>
<td>Facility</td>
<td>General application via Citrix account. Mobile website with disruption map via a login account.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – request via the Transporters Portal</td>
</tr>
<tr>
<td>Delivery time</td>
<td>1 week</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>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>).</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Real-time information on the timetable of international passenger and freight trains in large parts of Europe by means of a subscription to an interface supported by a large number of affiliated countries.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Train Information System (TIS) is a web application made available by RailNetEurope to infrastructure managers and railway undertakings. This service provides a link with traffic control systems, thereby providing real-time information on train movements. The system also includes an interface for exporting data to own systems, both in UIC407 and TSI format.</td>
</tr>
<tr>
<td>Facility</td>
<td>Use is provided with a username and password to gain access to TIS.</td>
</tr>
<tr>
<td>Types</td>
<td>TIS is exclusively available as Internet application.</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>Not location bound. Available on every PC with Internet access.</td>
</tr>
<tr>
<td>Service provider</td>
<td>RailNetEurope (<a href="mailto:support.tis@rne.eu">support.tis@rne.eu</a>)</td>
</tr>
<tr>
<td>Delivery time</td>
<td>Depending on the specific requirements of the railway undertaking</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>The railway undertaking can gain access to data concerning own trains provided by the infrastructure managers with which an Access Agreement has been concluded.</td>
</tr>
<tr>
<td>User conditions</td>
<td>The user requires a PC with Internet connection and at least Explorer 8</td>
</tr>
<tr>
<td>Availability/Reliability</td>
<td>Availability of application: 7x24 hours (subject to emergencies and fixed maintenance periods, which are yet to be determined).</td>
</tr>
</tbody>
</table>
### 5.5.2.7 Route section videos for driver training

<table>
<thead>
<tr>
<th><strong>Service</strong></th>
<th>Route section videos for driver training</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
<td>Delivery of all or a selection of the available route section videos on DVD or hard disk. For a description of the route section videos, see Section 1 of Appendix 23 (route section videos are part of the RailMaps application).</td>
</tr>
<tr>
<td><strong>Facility</strong></td>
<td>On DVD or hard disk, in AVI format.</td>
</tr>
<tr>
<td><strong>Service provider</strong></td>
<td>ProRail – application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
<tr>
<td><strong>Delivery time</strong></td>
<td>Maximum 1 working week.</td>
</tr>
<tr>
<td><strong>Terms of delivery</strong></td>
<td>Not the entire network is filmed. A recent update is available of 90% of the network managed by ProRail. Only the most recent images will be provided. ProRail strives to create good-quality images, but cannot guarantee such. It is obvious, for example, that the tracks in tunnels will not be clearly visible. In such cases, users cannot claim replacement images. Copyrights remain at all times with ProRail.</td>
</tr>
</tbody>
</table>

### 5.5.2.8 RouteLint

<table>
<thead>
<tr>
<th><strong>Service</strong></th>
<th>RouteLint</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
<td>RouteLint provides the driver with information on the current track occupation on his route. The driver receives data on trains that are running ahead and behind him. RouteLint also provides information on inserting and intersecting trains and the current delay.</td>
</tr>
<tr>
<td><strong>Facility</strong></td>
<td>Provision of the RouteLint Interface to provide the driver with real-time information on his route.</td>
</tr>
<tr>
<td><strong>Service provider</strong></td>
<td>ProRail – application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
<tr>
<td><strong>Delivery time</strong></td>
<td>On request</td>
</tr>
<tr>
<td><strong>Terms of delivery</strong></td>
<td>An SLA forms part of the agreement; a draft version will be provided on request by Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
</tbody>
</table>

### 5.5.2.9 Orbit

<table>
<thead>
<tr>
<th><strong>Service</strong></th>
<th>Orbit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
<td>Orbit gives the driver a warning when approaching a red signal at too high a speed.</td>
</tr>
<tr>
<td><strong>Facility</strong></td>
<td>The service consists of the provision of: 1. Orbit data 2. Application for the Orbit-OBU (On Board Unit) in the train 3. Orbit monitoring reports</td>
</tr>
<tr>
<td><strong>Service provider</strong></td>
<td>ProRail application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
<tr>
<td><strong>Delivery time</strong></td>
<td>On request</td>
</tr>
<tr>
<td><strong>Terms of delivery</strong></td>
<td>Orbit-OBU is acquired via the framework contract with ProRail. 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>).</td>
</tr>
</tbody>
</table>
### 5.5.2.10 SPAD Database

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPAD Database</td>
<td>The SPAD Database service offers railway undertakings access to the SPAD database managed by ProRail controlled for the entry of transport data on SPAD. This concerns the data from the ‘SPAD checklist for the transport operator’. By analysing the data entered by the railway undertakings, railway undertakings and the network manager strive to reduce the risk of signals passed at danger. Based on the data in the SPAD database, management reports are generated and the railway undertakings receive monthly, quarterly and annual reports on all SPAD by railway undertakings. Checklists completed by the railway undertakings are sent automatically from the SPAD database to the Transport Inspectorate (the management reports are not sent to the Transport Inspectorate). The sending of this checklist from the SPAD database to the Transport Inspectorate is without prejudice to the (statutory) obligation of the railway undertakings to report SPAD to the Minister/Transport Inspectorate.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facility</th>
<th>Login via Internet in the SPAD database.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service provider</td>
<td>ProRail – request via the Transporters Portal</td>
</tr>
<tr>
<td>Delivery time</td>
<td>On request</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>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>).</td>
</tr>
</tbody>
</table>

### 5.5.2.11 MTPS (Rolling Stock and Train Position Service)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTPS (Rolling stock and Train Position Service)</td>
<td>The supply of real-time data on train positions on the basis of train detection systems. If a railway undertaking itself supplies GPS positions to ProRail, this data is enriched by ProRail and the resulting train and rolling stock positions are made available.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facility</th>
<th>Via the Internet using an encrypted data connection.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service provider</td>
<td>ProRail application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
<tr>
<td>Delivery time</td>
<td>On request (indication approx. 1 to 2 months)</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>The railway undertaking is responsible for the correct delivery and availability of GPS data. 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>).</td>
</tr>
</tbody>
</table>

### 5.5.2.12 Insight in train service performance: customised reports, provision of data and analyses

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Train service performance - customised reports, provision of data and analyses</td>
<td>Customised reports: reports in line with client requirements on the performance of the own train service (punctuality, connections, cancellation and registered causes of delays). The customised report can include comparisons in terms of location and time, for example. Customised provision of data: receipt of customised information on the performance of the own train service. Customised analyses: receipt of analyses on the own train service, establishing a relationship between the causes and consequences of traffic performance punctuality and connections, along with an explanation thereof.</td>
</tr>
</tbody>
</table>

Network Statement 2017 - version 1.0 dated 4 January 2016
5.5.2.13 Information on train service: historic train movements (TOON)

<table>
<thead>
<tr>
<th>Service provider</th>
<th>ProRail – application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information on train service: historic train movements (TOON)</td>
</tr>
<tr>
<td>Facility</td>
<td>Access to the TOON application</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail – request via the Transporters Portal of ProRail</td>
</tr>
<tr>
<td>Delivery time</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>An SLA forms part of the 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>).</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Service provider</th>
<th>ProRail application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>The system provides various measurement data that is generated by the Quo Vadis and Hotbox systems. The railway undertaking can use this data for preventive maintenance of its railway vehicles and for steering and controlling its operating processes. Measurements are taken at 43 Quo Vadis and 21 Hotbox locations.</td>
</tr>
<tr>
<td>Facility</td>
<td>The system is available in 3 variants:</td>
</tr>
<tr>
<td>a) Provision of high values</td>
<td>Via an email message with Excel file. The data is available between 2 days and 5 days after measurement.</td>
</tr>
<tr>
<td>b) Provision all measurement data</td>
<td>Via a subscription to a FTP server where the rough measurement data is prepared in XML format. In case of tagged trains, the data is available within minutes. In case of trains without tag, the data is available between 2 days and 5 days after measurement.</td>
</tr>
<tr>
<td>c) Customised report</td>
<td>Delivery depends on requirements.</td>
</tr>
<tr>
<td>Types</td>
<td>a) Provision of high values</td>
</tr>
<tr>
<td>a) Provision of high values</td>
<td>A daily specification of trains of the relevant railway undertaking that have been measured with higher wheel and axle load values. The specification only includes the train number, location and time of measurement, the axle, the wheel and the measured values. This variant is offered actively and free of charge to railway undertakings.</td>
</tr>
<tr>
<td>b) Provision all measurement data</td>
<td>A specification (daily or nearly real time) of all generated measurement data of trains of the relevant railway undertaking. The data includes: wheel quality, axle loads, skew load, train weight, train speed, temperature of the running surface of the wheels and axle boxes</td>
</tr>
<tr>
<td>c) Customised report</td>
<td>Delivery depends on requirements.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail application via Product Management Information &amp; ICT Services (<a href="mailto:informatiediensten@prorail.nl">informatiediensten@prorail.nl</a>).</td>
</tr>
<tr>
<td>Delivery time</td>
<td>a) within 1 month of request</td>
</tr>
<tr>
<td>b) 2-3 months of request</td>
<td></td>
</tr>
<tr>
<td>c) depending on requirements</td>
<td></td>
</tr>
</tbody>
</table>
5.5.3 **Technical inspection of rolling stock**

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

5.5.4 **Ticketing services in passenger stations**

ProRail does not provide any services regarding the sale of tickets at passenger stations. For the use of a location for ticket sales, see Chapter 5.3.1.1.4.

5.5.5 **Specialized heavy maintenance services**

Special rolling stock maintenance facilities are available at overhaul and maintenance firms. ProRail does not provide any services in terms of special maintenance facilities. ProRail will on request provide the contact addresses of overhaul and maintenance firms.

5.5.6 **Facility planning via Donna**

<table>
<thead>
<tr>
<th>Service</th>
<th>Facility planning using the Donna application.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>For the Donna application, see Section 5 of Appendix 23. Converting a specification for a requested train path into a draft timetable and entering the draft timetable in Donna.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Delivery time</td>
<td>Yet to be agreed upon.</td>
</tr>
</tbody>
</table>

5.5.7 **Temporary mobile screen (for real-time travel information)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Temporary mobile screen (for real-time travel information)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>The placement of extra screens (for the display of real-time travel information) at stations, plus the management and maintenance of these screens.</td>
</tr>
<tr>
<td>Types</td>
<td>Entrance screen type: screen with current list of departing trains during next 30 minutes In reception area</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>At stations in the Netherlands managed by ProRail</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Delivery time</td>
<td>Within 10 working days.</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>For further information/quote, contact <a href="mailto:servicedesk@stations.nl">servicedesk@stations.nl</a>.</td>
</tr>
<tr>
<td>User conditions</td>
<td>Availability of sufficient train position information and sufficient GSM-R cover.</td>
</tr>
<tr>
<td>Availability/reliability</td>
<td>Available 7 x 24 hours, with the exception of disasters and maintenance. The helpdesk is accessible 7 x 24 hours.</td>
</tr>
</tbody>
</table>
### 5.5.8 Volume adjustment PA system

<table>
<thead>
<tr>
<th>Service</th>
<th>Volume adjustment PA system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Temporary volume adjustment of the PA system during large events that draw many passengers in order to improve passenger throughflow.</td>
</tr>
<tr>
<td>Where is the service provided</td>
<td>At stations in the Netherlands managed by ProRail.</td>
</tr>
<tr>
<td>Service provider</td>
<td>ProRail</td>
</tr>
<tr>
<td>Delivery time</td>
<td>8 weeks owing to possible application for environmental permit</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>For further information/quote, contact <a href="mailto:servicedesk@stations.nl">servicedesk@stations.nl</a>. Supplementary facilities may be possible or necessary depending on the local situation and your specific requirements. We will state this in the quote or discuss this with you. We will also explain the procedure and further specifications as well as any additional costs.</td>
</tr>
<tr>
<td>Availability/reliability</td>
<td>Available 7 x 24 hours, with the exception of disasters and maintenance. The helpdesk is accessible 7 x 24 hours.</td>
</tr>
</tbody>
</table>
6 Charges

6.1 Introduction

This chapter describes the general rules governing the user charge owed by titleholders to ProRail in connection with the services contracted from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure managed by ProRail. The user charges and the systems for the registration of the user volume are stated per service in Chapter 6.3.

6.2 Charging principles

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

Summary of regulations

► The Railways Act includes the provisions below.
   
a. The budgeted income from user charges will not exceed the budgeted annual costs to be incurred by the network manager for the relevant railway infrastructure.  

b. ProRail may agree to a user charge that also serves to cover the costs of any party other than ProRail with regard to the laying of the infrastructure (in so far as it concerns the main railway network infrastructure designated by order in council).

   
c. ProRail can agree on an increase in the user charge for the use of congested network infrastructure during periods of congestion and to cover the costs of environmental effects of the use of the main railway network infrastructure that are not included in the budgeted costs of the network manager.

   
d. ProRail can agree on a discount as referred to in Article 33 of Directive 2012/34/EU.

   
e. ProRail can agree on a discount or a surcharge in connection with disruptions and with a view to improvement of the performance of the railway network.

   
f. ProRail can agree that the user charge is also owed for agreed capacity of which no use is made.

   
g. The agreed user charge complies with Article 29(4, 5), Articles 31 to 36 and Article 51(3, 4) of Directive 2012/34/EU.

   
h. Rules on standards and the level of user charges can be imposed by Order in Council. If and as long as such rules have not been imposed, ProRail cannot apply user charges that aim to cover more than the direct operating costs of the train service as referred to in Article 31, Paragraph 3, of Directive 2012/34/EU.

ProRail guarantees that the charging complies with the requirements of the Railways Act. ProRail will on request provide the railway undertakings with information on how the charges were calculated, but will not grant insight into ProRail's business administration.

Rules of procedure

► Negotiability of the user charges is subject to the rules below.
   
a. Prior to the publication of the Network Statement, ProRail will consult and negotiate with the titleholders about the principles of the user charging system (‘charging principles’).
b. ProRail will during the final phase of negotiation present a draft text of the Network Statement and/or a consultation document with sufficient concrete, complete and correct information. The titleholders will be given an opportunity to respond in writing on the presented documents.

c. ProRail adopts the Network Statement, while providing an account of the responses received.

d. After publication of the Network Statement, ProRail applies the principles to individual cases in a non-discriminatory manner. Included among those principles are in any event:
   - The allocation of costs to the various services.
   - The method of division of costs into those ensuing directly from the operation of the train service and other costs.
   - The degree in which costs can be specified per distinctive section of the infrastructure.
   - The model applied by ProRail in order to relate the operating costs of the train service in terms of user parameters.
   - The indexation scheme.

e. The user charges for the basic access package and for access via the railways to facilities (as referred to in Annex II of Directive 2012/34/EU) as listed in the Network Statement are based on the costs linked to the qualities and performances described in this Network Statement. Those charges are subject to change if other qualities and performances are agreed with titleholders in the Access Agreement, which result in a change in costs for ProRail.

### Charging principles

The ProRail user charging system for 2017 is based on the charging principles below.

a. The user charges of ProRail are determined on the principle that they, together with other income from the management of the main railway network, cover the budgeted network management costs at the budgeted user volume. ProRail is a non-profit organisation.

b. Charges are based on ProRail's normative costs.

c. User charges for the basic access package and for access via the railways to facilities (as referred to in Annex II of Directive 2001/14/EU) are determined to precisely cover the costs that result directly from the operation of the train service, without use of the option of additional surcharges as provided by Article 32(1) of Directive 2012/34/EU. User charges for the other services are determined to cover the costs of the provided service or facility, on the basis of the actual level of use.

d. ProRail uses a cost breakdown model to determine the costs ensuing directly from the operation of the train service. In that model, the costs are divided into, on the one hand, costs ensuing directly from the operation of the train service and, on the other hand, other costs, whereby the principle applies that the costs related to the maintenance of a sound infrastructure are qualified as other costs.

e. For the purpose of this Network Statement, use was made of the cost breakdown model of the ‘Rail user charge’ document, dated 29 June 2012. The charges for the year 2017 are determined by factoring the costs and underlying (traffic) volumes.

f. In order to determine the charges for the use of railway sidings and sorting lines included/not included in the safety system (centrally controlled area/locally controlled area, respectively), use is made of an allocation formula based on the costs of maintenance (small-scale maintenance, large-scale maintenance and management) of those tracks.

g. If the share of the costs ensuing from the operation of the train service cannot be determined through allocation into categories on the basis of the activities specified in the business administration, that share will be determined on the basis of expert judgements.

h. The user charges for the supplementary and auxiliary services, insofar as provided by ProRail, are based on actual costs.

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

### Surcharge for scarcity of capacity

ProRail and the titleholders concerned can for the use of congested network reach agreement on an increase in the user charge in the sense of Section 7, Paragraph 1 Railway Capacity Allocation Decree. The surcharge is applied if no agreement can be reached during coordination on competing

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80 Directive 2012/34/EU has not yet been implemented in the Railways Act.
requests for transport. Use of the surcharge may facilitate agreement. The surcharge is not applied, however, if the requests can be handled to the satisfaction of the applicants involved.

The surcharge is calculated as set out below.

- **Train paths**
  - The affected infrastructure is that part of the main railway network infrastructure where the requests conflict with one another. Examples are: the route section between two timetable points, a platform track, a connection/flyover, a shunting siding.
  - 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 annual timetable.
  - Every train path that makes use of the affected infrastructure during the period of congestion is subject to a surcharge of € 100.

- **Use of railway yards**
  - The affected infrastructure is the track subject to competing requests.
  - The period of 'congestion' is the time, rounded to whole days, during which the competing requests occur. This can re-occur several times during the annual timetable.
  - The surcharge amounts to 300% of the user charge owed under the ‘Stabling’ service for the affected infrastructure during the period of congestion.

**Reservation charge**
A reservation charge will be applied in case of capacity for train paths or stabling that is cancelled or regularly not used, see Chapters 6.4.1 and 6.4.2.

**HSL levy**
Use of the Hoofddorp – Rotterdam West and Barendrecht – Belgian border route sections is also subject to a user charge qualified as HSL levy to cover the costs of laying the high-speed railway network. The HSL levy must comply with the provisions of the HSL Levy Decree 2015. The HSL levy is calculated per train kilometre over the distances between the following timetable points:

- Hoofddorp Midden – Rotterdam HSL connection (46.0 km)
- Rotterdam Lombardijen – High Speed Line Breda border (48.6 km).
- Rotterdam Lombardijen – Zevenbergenchenhoek connection (29.2 km)
- High Speed Line Breda connection – High Speed Line Breda border (16.5 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.

The HSL levy is however not charged for train paths that the railway undertaking has only been able to use with a delay (or increase in delay) of more than 10 minutes due to defects to the railway infrastructure forming part of the High Speed Line Hoofddorp – Rotterdam West and Barendrecht – Belgian border or that the railway undertaking has been unable to use as a result of the nonavailability of any part of the high-speed railway network or the connecting network infrastructure as referred to in Section 3, Paragraph 2, item a HSL Levy Decree 2015.

6.3 **Tariffs**

This chapter states the charges of the services provided by ProRail at a fixed charge. These charges are stated exclusive of VAT. For the charges of services offered by other providers, reference is made to the website of the provider of the relevant service as stated in the description of the service in Chapter 5.

The charges are based on price level 2016, unless stated otherwise. Indexation of the charges to price level 2017 will take place according to the price development of the consumer price index (CPI) as stated in the central economic plan of the CPB (Netherlands Bureau for Economic Policy Analysis), Appendix 2.

Charges applicable for the period from 11 December 2016 up to and including 31 December 2016 are stated in the Network Statement 2016 Combined Network and which apply on 10 December 2016.

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81 Section 2 HSL Levy Decree 2015
6.3.1 Minimum access package

This chapter sets out the charges of the basic access package in accordance with the classification of the following four service, see Chapter 5.2, which form part of the minimum access package:
1. Train path
2. Stabling
3. Transfer
4. Tractive power supply

6.3.1.1 Train path

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

Table 6.1 Charges for the use of train paths on the Combined Network

<table>
<thead>
<tr>
<th>Weight category of the train</th>
<th>Charge (per train kilometre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 120 tons</td>
<td>€ 0.8466</td>
</tr>
<tr>
<td>from 121 up to 160 tons</td>
<td>€ 1.0595</td>
</tr>
<tr>
<td>from 161 up to 320 tons</td>
<td>€ 1.3420</td>
</tr>
<tr>
<td>from 321 up to 600 tons</td>
<td>€ 1.8751</td>
</tr>
<tr>
<td>from 601 up to 1,600 tons</td>
<td>€ 3.0028</td>
</tr>
<tr>
<td>from 1,601 up to 3,000 tons</td>
<td>€ 3.6156</td>
</tr>
<tr>
<td>from 3,001 tons</td>
<td>€ 3.9220</td>
</tr>
</tbody>
</table>

The volume of the use of train paths is determined on the basis of actual use. ProRail determines distances travelled by means of the traffic control systems. These distances are rounded to 0.1 km; distances < 5.0 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 trip are settled at an agreed standard train weight.

Regulations to be agreed upon

► ProRail wants to include a table in the Access Agreement stating standard train weight per running characteristic.

Exemption scheme applicable to VIEW, ISVL and SpoorWeb
Included in the user charge for the VIEW type 1 (Internet, ISVL (Orders) and SpoorWeb applications are number of subscriptions, per application, for the use of train paths (see Table 6.1) according to Table 6.2 below.

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

<table>
<thead>
<tr>
<th>Budgeted traffic volume per year (train kilometres)</th>
<th>number of subscriptions VIEW/ISVL</th>
<th>number of subscriptions SpoorWeb/ISVL</th>
</tr>
</thead>
<tbody>
<tr>
<td>from 5.0 million</td>
<td>10</td>
<td>70</td>
</tr>
<tr>
<td>between 2.5 and 5.0 million</td>
<td>5</td>
<td>35</td>
</tr>
<tr>
<td>between 1.0 and 2.5 million</td>
<td>2</td>
<td>14</td>
</tr>
<tr>
<td>to 1.0 million</td>
<td>1</td>
<td>7</td>
</tr>
</tbody>
</table>

A separate fee is agreed for more subscriptions than stated in Table 6.2. ProRail will on exceedance of the number of allocated subscriptions contact the railway undertaking before providing further access to the application.
Exemption scheme applicable to Approval Monitoring
In the user charge for the Approval Monitoring application, a number of subscriptions are included in the charges for the use of train paths (see Table 6.1). The standard is 1 subscription per 1,000,000 budgeted train kilometres per year, with a minimum of 2 subscriptions, irrespective of the number of train kilometres.

A separate fee is agreed for additional subscriptions. ProRail will on exceedance of the number of allocated subscriptions contact the railway undertaking before providing further access to the application.

Exemption scheme relating to management
Trains run in the performance of instructions given by ProRail within the context of management of the railway infrastructure are exempted from the user charges for the Train Path service of the basic access package. 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. Contractors will on receiving the instruction, be authorised to use these train numbers for the resulting traffic.

Exemption scheme Enschede – Enschede border
The volume of the use of train paths on the Enschede-Enschede border (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.

Deployment costs of the response organisation
The costs of retaining the response organisation are included in the charge per train kilometre (see Table 6.1). The deployment costs of the response organisation are charged to the causing party on the basis of the actual deployment costs per incident.

HSL levy
The titleholder will on 1 February 2017 owe the HSL levy over the time period from 11 December 2016 until 31 December 2016, 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 2016 calendar year.

The titleholder will on 1 February 2018 owe the HSL levy over the time period from 1 January 2017 until 9 December 2017, 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 2017 calendar year.

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

6.3.1.1.2 Betuwe Line
The charge per train kilometre for the use of train paths on the Betuwe Line, including the handling of requests for railway infrastructure capacity and the delivery of information as stated in Chapter 5.2.1, depends on the weight category of the train or light locomotive, the route section (see Table 6.3) and the order moment (see Table 6.4).

Table 6.3  Basic charge for the use of train paths on the Betuwe Line

<table>
<thead>
<tr>
<th>Weight class of the train or light locomotive</th>
<th>Basic charge (per train kilometre)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Havenspoor Line</td>
</tr>
<tr>
<td>light locomotive</td>
<td>€ 1.38</td>
</tr>
<tr>
<td>to 3,000 tons*</td>
<td>€ 2.76</td>
</tr>
<tr>
<td>from 3,000 tons*</td>
<td>€ 2.98</td>
</tr>
</tbody>
</table>

* For trains for which more than 2 standard paths are allocated, a surcharge of 100% applies to the aforementioned charges.
The basic charges stated in Table 6.3 are multiplied by the order moment-related multipliers stated in Table 6.4.

### Table 6.4  Order moment-related multipliers

<table>
<thead>
<tr>
<th>Order moment</th>
<th>Freight train in standard path</th>
<th>Light locomotive in standard path</th>
<th>Freight train in local path Havenspoor Line</th>
<th>Light locomotive in local path Havenspoor Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordered and allocated in annual timetable or change sheet</td>
<td>100%</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Ordered from and allocated by OSS for specific days</td>
<td>100%</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Ordered from Traffic Control more than 3 hours before planned departure</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Ordered from Traffic Control less than 3 hours but more than 90 minutes before planned departure</td>
<td>150%</td>
<td>110%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Ordered from Traffic Control less than 90 minutes before planned departure</td>
<td>250%</td>
<td>150%</td>
<td>110%</td>
<td>110%</td>
</tr>
</tbody>
</table>

### 6.3.1.2  Stabling

#### 6.3.1.2.1  Combined Network

The charge for the stationary use of tracks of the Combined Network during a consecutive period of 3 hours or longer depends on that period and the railway siding code and is shown below.

### Table 6.5  Charge for the use of tracks for stabling of the Combined Network

<table>
<thead>
<tr>
<th>Table</th>
<th>Period</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Railway siding code</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CCA</td>
</tr>
<tr>
<td>1*</td>
<td>for all days of the annual timetable</td>
<td>€ 57.41</td>
</tr>
<tr>
<td>2</td>
<td>for an individual day</td>
<td>€ 57.41 * 250% / 365</td>
</tr>
</tbody>
</table>

* In case of a period up to the end of the annual timetable, the charge in proportion to the number of days during that period applies.

The volume of use available at railway sidings is determined on the basis of the stabling capacity allocated on request. The capacity of the entire effective length of the track in measures is charged. The categorisation into 2 railway siding codes is based on whether the tracks are (CCA = centrally controlled area) or not (LCA = locally controlled area) included in the safety system, whereby the presence of detection measures in the relevant track section is determinative.

**Regulations to be agreed upon**

▸ If it is ascertained that a railway company makes use of stabling facilities on a track without having acquired the stabling capacity on that track, a double charge per day applies. ◀

If the capacity is allocated to multiple titleholders (e.g., timesharing), the user charge is equally divided over the relevant titleholders. This only applies to timetable requests and Late Path Requests (see Chapter 4.4.1.3.1) that concern all days of the timetable year.

No settlement will take place if due to incidental work on or near the main railway network, or in case of emergencies, use must be made of tracks for which no user rights were acquired, or use must 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 annual timetable, the user right charge will be based on the original request.

Allocated capacity can be returned, subject to a notice period of one month.

The monthly instalment for the user right to stabling will be determined on the basis of the annual timetable (‘amount B’), divided by 12. In case of a change to the agreed stabling capacity, the earlier calculated user charge for the entire annual timetable (‘amount A’) will be recalculated on the basis of the fiction that the information on the agreed stabling capacity was available prior to the conclusion of the agreement. Any difference between ‘amount A’ and ‘amount B’ will be included as a one-off item in the first following monthly invoice.

**Exemption scheme relating to management**

If the use of railway sidings and sorting lines is necessary for the performance of an instruction given by ProRail, that use is exempted from the user charges for the ‘Stabling’ component of the basic access package. An applicant wishing use of the exemption scheme must state so in its capacity request; in that case, no claim can be made to priority in the allocation process.

6.3.1.2.2 Betuwe Line

The stationary use of tracks of the Betuwe Line following arrival or proceeding departure of a train is subject to a charge for each subsequent time period, which is defined for 3 categories of locations according to the Table 6.6 below.

**Table 6.6 Charge for the use of tracks for stabling of the Betuwe Line**

<table>
<thead>
<tr>
<th>Time period in minutes</th>
<th>Location category A: Maasvlakte West, Waalhaven Zuid</th>
<th>Location category B: Maasvlakte West-west, Maasvlakte Oost, Europoort, Botlek, Pernis</th>
<th>Location category C: Other locations Havenspoor Line, Kijfhoek and CUP Valburg</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-120</td>
<td>€ 0.000</td>
<td>€ 0.000</td>
<td>€ 0.000</td>
</tr>
<tr>
<td>121-240</td>
<td>€ 0.000</td>
<td>€ 0.000</td>
<td>€ 0.000</td>
</tr>
<tr>
<td>241-480</td>
<td>€ 0.022</td>
<td>€ 0.015</td>
<td>€ 0.007</td>
</tr>
<tr>
<td>481-960</td>
<td>€ 0.044</td>
<td>€ 0.029</td>
<td>€ 0.015</td>
</tr>
<tr>
<td>961-1440</td>
<td>€ 0.066</td>
<td>€ 0.044</td>
<td>€ 0.022</td>
</tr>
<tr>
<td>Over 1440</td>
<td>€ 0.088</td>
<td>€ 0.059</td>
<td>€ 0.029</td>
</tr>
</tbody>
</table>

A zero charge applies to the use of specific locomotive tracks for the stabling of locomotives.

The charges for the long-term use of railway sidings agreed in the capacity allocation are stated per track in the table “List of Betuwe Line railway sidings”, which is available on the [Transporters Portal of ProRail](https://www.prorail.nl).

**6.3.1.3 Transfer**

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

**Table 6.7 Charge for the use of passenger stations**

<table>
<thead>
<tr>
<th>Station category</th>
<th>Charge per stop</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>stop</td>
<td>€ 0.66</td>
</tr>
<tr>
<td>basic</td>
<td>€ 1.45</td>
</tr>
<tr>
<td>plus</td>
<td>€ 2.14</td>
</tr>
</tbody>
</table>
The user volume, the number of stops, is determined on the basis of actual use.

The classification into 5 station categories (stop, basic, plus, mega, cathedral) is provided in Appendix 25 and is based on the estimated numbers of (dis)embarking passengers, with the threshold values <1000 / 10,000 / 25,000 / 75,000 / >75,000 (dis)embarking passengers per day. A station may nevertheless be classified as 'stop' if the surface area of the available transfer area is smaller than 2,000 m², of which less than 20% roofed. Stations in which lifts and/or escalators are present are always classified as 'basic' or higher.

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

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

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

**Exemption scheme Enschede – Enschede border**
Use of the passenger platforms and transfer area with accompanying facilities service for trains on the Enschede-Enschede border (direction Gronau) route section will, due to the absence of recording traffic control systems, be settled on schedule basis. To compensate for any kilometres not run, 98.5% of the scheduled stops are invoiced.

### 6.3.1.4 Tractive power supply

The user charge for the 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 on the 25 kV AC network. The charge per kilowatt hour for the use of the tractive power supply is shown below.

<table>
<thead>
<tr>
<th>Charge (per kilowatt hour)</th>
<th>€ 0.008370</th>
</tr>
</thead>
</table>

ProRail invoices the user charge for the use of the tractive power supply on the basis of an estimate of the consumption volume per railway undertaking. The definitive consumption per railway undertaking is determined on basis of invoices submitted by the railway undertaking for the supply of electric tractive power, with a distinction according to consumption on the 1500V DC network and the 25kV AC network. The difference between the user charge determined on the estimated and the definitive consumption is subject to settlement.
6.3.2  Track access to service facilities

6.3.2.1 Passenger stations
The user charge for the facilities for transfer managed by ProRail, see Chapter 5.3.1.1.1, is included in the charge for the use of the passenger stations (see Table 6.7) of the basic access package.

6.3.2.2 Freight terminals
The user charge for the freight terminals at railway yards is included, see Chapter 5.2.2, is included in the charge for the use of railway sidings (see Table 6.5) of the basic access package.

6.3.2.3 Stabling yards
The user charge for the facilities at stabling yards, see Chapter 5.3.1.4, is included in the charge for the use of tracks for stabling (see Table 6.5) of the basic access package.

6.3.2.4 Other technical facilities

Fixed faeces discharge
The charge for the use of the fixed faeces discharge facility comprises (location specific) the costs of the management and maintenance of the facility, as well as (part of) the installation costs. The level of the charge is determined in part by the number of users of a facility. The user charge for this service is not included in the user charge for facilities at stabling yards.

Mobile faeces discharge.
The charge for the use of the mobile faeces discharge facility comprises (location specific) the costs of the management and maintenance of the facility, as well as (part of) the installation costs. The level of the charge is determined in part by the number of users of a facility. The user charge for existing filler hydrants and service paths and roads is included in the user charge for the services provided at railway yards.

6.3.2.5 Refuelling system
The user charge for the (mobile) refuelling facility service (always excluding the supply of fuel) is included in the use of tracks for stabling (see 5.3.1.9) of the basic access package; Table 6.5. For information on the user charges for other refuelling facilities, see the website of VIVENS.

Information on the charges for the supply of fuel from a refuelling facility is available on the website of VIVENS.

6.3.3 Supply of services referred to in 5.3

6.3.3.1 Travel Information
The user charge for the travel information service is based on customisation. The supplier of the service will provide a price proposal on request.

6.3.3.2 Supply of fuel
Information on the charges for the supply of fuel from a refuelling facility is available on the website of VIVENS.

6.3.4 Additional services

6.3.4.1 Transport of electric tractive power
The user charge for the transport of electric tractive power charged by grid managers to ProRail, see Chapter 5.4.1.1, is settled in proportion to the number of kilowatt hours delivered via the tractive power
supply, with a distinction according to consumption on the 1500 V DC network and on the 25 kV AC network. The charge per kilowatt hour for the use of the tractive power supply is shown below.

Table 6.9  Charge for the transport of electric tractive power

<table>
<thead>
<tr>
<th>Charge (per kilowatt hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>€ 0.019312</td>
</tr>
</tbody>
</table>

ProRail invoices the user charge for the use of the tractive power supply on the basis of an estimate of the consumption volume per railway undertaking. The definitive consumption per railway undertaking is determined on basis of invoices submitted by the railway undertaking for the supply of electric tractive power, with a distinction according to consumption on the 1500V DC network and the 25kV AC network. The difference between the user charge determined on the estimated and the definitive consumption is subject to settlement.

6.3.4.2 Exceptional transport

No specific user charges apply to the Facilitating exceptional transport service, see Chapter 5.4.3.1, if use is made of standard schemes offered by ProRail.

In case of customised schemes, a user charge is invoiced on the basis of the actual costs incurred. This concerns payment for the hours worked by ProRail and compensation of other costs made by ProRail for the relevant scheme.

6.3.5 Ancillary services

The user charge for ancillary services is based on customisation. The supplier of the service will provide a price proposal on request.

6.4 Financial penalties and incentives

6.4.1 Non usage charges

The reservation charge for unused capacity has the purpose of encouraging the efficient use of capacity. This charge is levied on applicants to whom a train path is allocated if they regularly fail to use the allocated paths or parts thereof. ProRail will apply the reservation charge with a distinction according to public passenger transport and freight transport and other transport.

6.4.1.1 Public passenger transport

If in the first seven weeks after commencement of the timetable, use is made of less than 80% of an allocated train path for public passenger transport, calculated in train kilometres per train number for all traffic days jointly, a reservation charge is due for each train kilometre less than 80% of the path, amounting to the user charge applicable to the standard weight of the train type. Failure to use the path due to causes attributable to ProRail, fluctuations in market circumstances, public holidays, etc., are deemed to be processed in the percentage of 80%, whereby no reservation charge is owed for unused paths between 100% and 80%. This reservation charge is without prejudice of the right of ProRail to reclaim unused capacity pursuant to Chapter 4.6.

6.4.1.2 Freight transport and other transport

If a titleholder during a period of 8 weeks uses less than 50%, or during a period of 4 weeks uses less than 25% of the allocated capacity for freight transport and other transport in the annual timetable and change sheets, ProRail's Capacity Allocation department will seek verbal and written contact with the railway undertaking. Calculation takes place on the basis of (related) train number per traffic day on the open track and the railway yard. The railway undertaking is given an opportunity to explain the reason for the unused capacity. This may lead ProRail to cancel train paths and the related allocated process time on railway sidings.
The capacity thus released will become available for other requests for traffic capacity. For each cancelled allocated train path and related running day, ProRail will charge the railway undertaking a penalty comprising administration costs of €10 per cancelled path and accompanying stabling capacity during one change sheet period after the closing of the second change sheet period. In case of cancellation by ProRail before closing of the first and second change sheet period, the same penalty will apply as stated under the reservation charge in Chapter 6.4.2.3. Failure to use the path due to causes attributable to ProRail, fluctuations in market circumstances, public holidays and the non-availability of associated rail capacity at rail terminals, transhipment firms, industrial estates or foreign infrastructure managers are deemed to be processed in the percentage of 50% and 25%, respectively.

6.4.2 Cancellation fees

The reservation charge in case of cancellation is aimed to prevent the strategic reservation of capacity in the annual timetable. ProRail will apply the reservation charge with a distinction according to passenger transport and freight transport and other transport, as well as capacity regarding train paths, see Chapter 5.2.1, and stabling, see Chapter 5.2.2.

6.4.2.1 Public passenger transport – train path

Train paths for public passenger transport that:
- are applied for as part of the timetable request and are subsequently cancelled during the allocation process (for any reason other than that ProRail is unable to meet the specifications of the train path), or
- are cancelled by means of the first change sheet,
are subject to a reservation charge of €10 per path for each day of the timetable year that the path is cancelled. This amount is remitted if an applicant or railway undertaking, during the timetable allocation process or via the first change sheet, cancels less than 1% of its requested paths.

6.4.2.2 Public passenger transport – stabling

A reservation charge of 25% of the estimated costs applies to capacity allocated for public transport. This is deducted from the actual user charge owed (if higher than the reservation charge). Settlement takes place per track. No settlement with other tracks is possible.

6.4.2.3 Freight transport and other transport – train path

As regards train paths for freight transport and other transport that are requested and allocated as part of the 2017 timetable request, and which are subsequently cancelled by means of the first change sheet, ProRail will levy a reserve charge in the form of a cancellation penalty of €10 per path for each day of the first two change sheet periods of the 2017 timetable year that the path is cancelled. This amount is remitted if the railway undertaking cancels less than 20% of its requested paths via the first change sheet during the timetable allocation process.

6.4.2.4 Freight transport and other transport – stabling

As regards railway sidings for freight transport and other transport, ProRail will levy a reservation charge in the form of a cancellation penalty of 25% of the user charge per metre of railway yard track for each day of the first two change sheet periods of the 2017 timetable year that the railway siding is cancelled if the railway undertaking, by means of the first change sheet, cancels more than 25% of its requested railway sidings on an annual basis.

6.5 Performance scheme

A performance scheme must be geared to minimising disruptions to train traffic and the availability of the infrastructure, while improving the performance of the railway network and the system as a whole. Performance schemes can in that context also be aimed at improving the operation of all stakeholders, with the full retention of roles and responsibilities. ProRail offers a number of
performance schemes, see Appendix 26. The schemes on offer do not exclude the agreement of supplementary or changed performance schemes.

These performance schemes may include measures to improve the service provided by ProRail. Moreover, ProRail is affiliated to the European Performance Regime, which will be developed within an international context.

_Regulations to be agreed upon_

► ProRail offers to make agreements in the Access Agreement about performance schemes. ◄

### 6.6 Changes to charges

If ProRail wishes to change essential elements of the user charge scheme described in this Network Statement, ProRail will first submit a draft version of the changed 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, for example, make changes on the grounds of indexation according to the consumer price index as stated in the central economic plan of the CPB (Netherlands Bureau for Economic Policy Analysis). Such a change goes into effect at least one month after having been announced in a supplement to the Network Statement.

### 6.7 Billing arrangements

ProRail will invoice the user charges on a monthly basis by means of a provisional invoice dated each time on the 1st day of the relevant month. The provisional invoice is based on an estimate of the user volume planned for that month. The final invoice is sent after the end of the current month.

User charges that are unrelated to the level of use per year or part thereof are invoiced in monthly instalments.

Payment for the supplementary information services provided by ProRail (see Chapter 5.5.2) generally takes place during the first quarter of the year, unless explicitly agreed otherwise. On initial delivery of the service, billing will take place in arrears, immediately after delivery of the service.

ProRail will in some cases request security or advance payment, to the sum of the estimated user charges over 3 months.

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

The final invoices and provisional invoices shall be paid within 30 days of the invoice date.

Railway undertakings are not entitled to set-off own claims on ProRail against the user charge.
Appendix 1  General overview map of network configuration (Chapter 3.2.1)

[Diagram showing the network configuration with various cities and tracks marked with 1 track, 2 tracks, and 3 tracks or more.]

Legend
- 1 track
- 2 tracks
- 3 tracks or more
- Station / junction
- 75 Distances in km

Main railway network

Source: Infra Atlas

Situation January 2017
Review November 2015

Appendix 1 General overview map of network configuration
Network Statement 2017 - version 1.0 dated 4 January 2016
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.82

- Velperbroek Connection – Arnhem Freight Station
- IJsselbrug Westzijde – Arnhem Freight Station
- Nootdorp – Leidschendam Workshop
- Amersfoort – Leusden
- Amsterdam Singelgracht Connection – 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.83

<table>
<thead>
<tr>
<th>Location</th>
<th>Name main siding line</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port of Rotterdam</td>
<td>Waalhaven</td>
<td></td>
</tr>
<tr>
<td>Port of Rotterdam</td>
<td>Eemhaven</td>
<td></td>
</tr>
<tr>
<td>Port of Rotterdam</td>
<td>Pernis</td>
<td></td>
</tr>
<tr>
<td>Port of Rotterdam</td>
<td>Botlek</td>
<td></td>
</tr>
<tr>
<td>Port of Rotterdam</td>
<td>Europoort</td>
<td></td>
</tr>
<tr>
<td>Port of Rotterdam</td>
<td>Maasvlakte</td>
<td></td>
</tr>
<tr>
<td>Port of Amsterdam</td>
<td>Westelijk Havengebied</td>
<td></td>
</tr>
<tr>
<td>Port of Amsterdam</td>
<td>Hemhaven</td>
<td></td>
</tr>
<tr>
<td>Port of Amsterdam</td>
<td>Houttrakpolder</td>
<td></td>
</tr>
<tr>
<td>Moerdijk</td>
<td>Industrieschap</td>
<td></td>
</tr>
<tr>
<td>Utrecht</td>
<td>Lage Weide industrial estate</td>
<td></td>
</tr>
<tr>
<td>Delfzijl</td>
<td>Havenschap main siding line</td>
<td></td>
</tr>
<tr>
<td>Dordrecht</td>
<td>Zeehaven</td>
<td></td>
</tr>
<tr>
<td>Dordrecht</td>
<td>De Staat industrial estate</td>
<td>up to intersection with Grevelingenweg</td>
</tr>
<tr>
<td>Maastricht</td>
<td>Beatrixhaven</td>
<td></td>
</tr>
<tr>
<td>Roodeschchool</td>
<td>Eemhaven</td>
<td></td>
</tr>
<tr>
<td>Vlissingen</td>
<td>Sloehaven</td>
<td></td>
</tr>
<tr>
<td>Zwijndrecht</td>
<td>Groote Lindt</td>
<td></td>
</tr>
<tr>
<td>Oosterhout</td>
<td>Weststad industrial estate</td>
<td></td>
</tr>
<tr>
<td>Roosendaal</td>
<td>Industrial estate</td>
<td></td>
</tr>
<tr>
<td>Alphen aan den Rijn</td>
<td>Rijnhaven industrial estate</td>
<td>exclusively siding line along Magazijnweg</td>
</tr>
<tr>
<td>Tilburg</td>
<td>De Loven</td>
<td></td>
</tr>
<tr>
<td>Hengelo</td>
<td>Zuid</td>
<td></td>
</tr>
<tr>
<td>Born</td>
<td>Franciscushaven</td>
<td></td>
</tr>
<tr>
<td>Axel</td>
<td>Axelse Vlakte</td>
<td></td>
</tr>
<tr>
<td>Venlo</td>
<td>Tradeport</td>
<td></td>
</tr>
<tr>
<td>Almelo</td>
<td>Dollegoor</td>
<td></td>
</tr>
<tr>
<td>Almelo</td>
<td>Bedrijvenpark Twente</td>
<td></td>
</tr>
<tr>
<td>Arnhem</td>
<td>municipal main siding line</td>
<td></td>
</tr>
<tr>
<td>Oss</td>
<td>Elzenburg</td>
<td></td>
</tr>
</tbody>
</table>

---

82 Appendix 1 and Appendix 2 Section a Railways Allocation Decree
83 Appendix 2 Section b Railways Allocation Decree
### Appendix 2  Glossary of terms (Chapter 1.11)

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Access Agreement</strong></td>
<td>An Access Agreement is an agreement concluded between ProRail and a titleholder on the use of capacity, which at least contains provisions on:</td>
</tr>
<tr>
<td></td>
<td>a. The quality of the main railway infrastructure to be provided by ProRail.</td>
</tr>
<tr>
<td></td>
<td>b. The user charges.</td>
</tr>
<tr>
<td><strong>Notes:</strong></td>
<td>See Section 59 Railways Act.</td>
</tr>
<tr>
<td></td>
<td>See also: Capacity Agreement.</td>
</tr>
<tr>
<td><strong>Ad-hoc application</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Notes:</strong></td>
<td>These are supplements to the capacity allocation as laid down in the timetable.</td>
</tr>
<tr>
<td><strong>Axle load</strong></td>
<td>Axle load is the weight (in tons) per axle of a railway vehicle, incl. load.</td>
</tr>
<tr>
<td><strong>Betuwe Route</strong></td>
<td>The Betuwe Route concerns:</td>
</tr>
<tr>
<td></td>
<td>- The Maasvlakte – Kijfhoek – Zevenaar railway line including the connected railway yards.</td>
</tr>
<tr>
<td></td>
<td>- The Feijenoord and IJsselmonde railway yards and the tracks that connect those railway yards to the aforementioned railway line.</td>
</tr>
<tr>
<td></td>
<td>- The main private siding lines (secondary railways) connected to the aforementioned railway yards.</td>
</tr>
<tr>
<td></td>
<td>The boundaries of the tracks connected parts of the Betuwe Route with the combined network are located at the points stated in the table below.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>Line-ID</th>
<th>In connection</th>
<th>point</th>
</tr>
</thead>
<tbody>
<tr>
<td>IJsselmonde</td>
<td>EF ps 135 - ps 911A</td>
<td>Brdv Rst</td>
<td>km 42.000 between ps 135 and the intersection with the line between ps 903 and ps 907B</td>
</tr>
<tr>
<td></td>
<td>267e</td>
<td>Brdv Rst</td>
<td>signal 960</td>
</tr>
<tr>
<td></td>
<td>266c</td>
<td>Rtz IJsm</td>
<td>signal 962</td>
</tr>
<tr>
<td>Zwijndrecht</td>
<td>57</td>
<td>Zwd Kfh</td>
<td>km 33.700</td>
</tr>
<tr>
<td></td>
<td>67</td>
<td>Kfhz Zwd</td>
<td>signal 1380</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>Kfhz Zwd</td>
<td>signal 1382</td>
</tr>
<tr>
<td></td>
<td>69</td>
<td>Kfhz Zwd</td>
<td>signal 1384</td>
</tr>
<tr>
<td>Meteren</td>
<td>CC</td>
<td>BRMet Gdm</td>
<td>km 147.000</td>
</tr>
<tr>
<td></td>
<td>DD</td>
<td>Gdm BRMet</td>
<td>km 247.000</td>
</tr>
<tr>
<td></td>
<td>EE</td>
<td>BRMet Zbm</td>
<td>km 346.600</td>
</tr>
<tr>
<td></td>
<td>FF</td>
<td>Zbm BRMet</td>
<td>km 346.600</td>
</tr>
<tr>
<td>Elst</td>
<td>KK</td>
<td>CUP Nm</td>
<td>km 290.000</td>
</tr>
<tr>
<td></td>
<td>HH</td>
<td>CUP Est</td>
<td>km 190.000</td>
</tr>
<tr>
<td></td>
<td>GG</td>
<td>Est CUP</td>
<td>km 190.000</td>
</tr>
<tr>
<td>Zevenaar</td>
<td>ZN</td>
<td>BRValo Zv</td>
<td>km 107.200</td>
</tr>
<tr>
<td></td>
<td>ZM</td>
<td>BRValo Zv</td>
<td>km 107.200</td>
</tr>
<tr>
<td></td>
<td>KL</td>
<td>Zv BRValo</td>
<td>km 107.200</td>
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<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>Capacity Agreement</td>
<td>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.</td>
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<tr>
<td></td>
<td><strong>Notes:</strong> 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.</td>
<td></td>
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</tr>
<tr>
<td>Centrally controlled area</td>
<td>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.</td>
<td></td>
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<tr>
<td>Combined Network</td>
<td>The Combined Network comprises the railway infrastructure managed by ProRail with the exception of the Betuwe Line.</td>
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<tr>
<td>Cross-over</td>
<td>A cross-over is a facility to switch tracks on an open track by means of (at least two sets of) points.</td>
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<td></td>
<td><strong>Notes:</strong> An example of a crossover is the Infrastructural Facility for Maintenance, which is treated as a train-path point in the scheduling process.</td>
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<tr>
<td>Dangerous goods</td>
<td>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.</td>
<td></td>
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<tr>
<td>Defect</td>
<td>A functionality of the railway infrastructure that is not working (properly).</td>
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<tr>
<td>Disruption</td>
<td>A disruption is a deviation from the timetable above a set standard value. Three types of disruptions can be distinguished: 1. Delays equal to or larger than the operating incident standard. 2. Cancellation for which no normal train service order has been submitted. 3. Diversion for which no normal train service order has been submitted.</td>
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<td></td>
<td><strong>Notes:</strong> See Section 26 Paragraph 3 Rail Traffic Decree</td>
<td></td>
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<tr>
<td>Effective platform length</td>
<td>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).</td>
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<tr>
<td>ERTMS</td>
<td>ERTMS is the European standardised safety system for train traffic.</td>
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<td></td>
<td><strong>Notes:</strong> See also ETCS and GSM-R ERTMS comprises 3 levels: 1. Point-to-point train safety system with fixed blocks, and conventional train detection. This is practically identical to ATC-NG in terms of functionality. 2. Cabin signalling based on radio-communication, conventional train detection, fixed blocks. 3. Cabin signalling based on radio-communication, the train reports its own position, fixed or moving blocks.</td>
<td></td>
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</tr>
<tr>
<td>ETCS</td>
<td>ETCS is an integral part of ERTMS and concerns the signalling, both along the track and in the cabin.</td>
<td></td>
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</tr>
<tr>
<td>Exceptional Transport</td>
<td>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.</td>
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</tr>
<tr>
<td>Freight corridor</td>
<td>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.</td>
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<tr>
<td>GSM-R</td>
<td>GSM-R is the wireless telecommunications network for the rail sector.</td>
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<td></td>
<td><strong>Notes:</strong> GSM-R is used as means of communication both for voice (drive and traffic controller) and data (between the fixed and mobile safety systems).</td>
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<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>KPI</td>
<td>A KPI (Key Performance Indicator) is a variable used to analyse a specific operational performance. It is a management instrument.</td>
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<tr>
<td>Locally controlled area</td>
<td>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.</td>
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<tr>
<td>Macro topology</td>
<td>The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches. This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes. See also the definition of &quot;open track&quot;.</td>
<td></td>
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<tr>
<td>Main siding line</td>
<td>A main siding line is a branch line that serves to connect multiple sidings in a port or industrial zone to the railway network.</td>
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</tr>
<tr>
<td>Network configuration</td>
<td>The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches. This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes. See also the definition of &quot;open track&quot;.</td>
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<tr>
<td>Node</td>
<td>A node is a train-path point or a collection of (adjoining) train-path points that play a role in train service processes.</td>
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<td></td>
<td>Three types of nodes can be distinguished:</td>
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<td></td>
<td>- 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.</td>
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<td></td>
<td>- Train node: process = scheduling and performance of vehicle movements and shunting.</td>
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<td></td>
<td>- Personnel node point: process = scheduling and control of personnel services.</td>
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<tr>
<td>Open track</td>
<td>An open track is an area that connects two train-path points or two primary process line areas.</td>
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<td>Notes</td>
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<td></td>
<td>- 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.</td>
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<td></td>
<td>- There are two views of open track (see also ‘Macro topology’):</td>
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<tr>
<td></td>
<td>- The PPLG view: here the primary process line areas are the nodes, and the open track, an interconnecting pipeline without exit option.</td>
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<tr>
<td></td>
<td>- 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.</td>
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<tr>
<td>Performance scheme</td>
<td>An agreement concerning the reciprocal performance of the infrastructure manager and the railway undertaking, which may include a charging system.</td>
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<tr>
<td>Platform track</td>
<td>Track alongside the platform.</td>
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<td></td>
<td>Track</td>
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<tr>
<td></td>
<td>A rail or set of parallel rails upon which railway vehicles run or that are used for stabling purposes.</td>
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<tr>
<td></td>
<td>Platform</td>
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<tr>
<td></td>
<td>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.</td>
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<tr>
<td>Private passenger transport</td>
<td>Private passenger transport is the transport of passengers by train, other than public transport in the sense of the Passenger Transport Act.</td>
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</tbody>
</table>

Appendix 2 Glossary of terms
Network Statement 2017 - version 1.0 dated 4 January 2016 page 107
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</table>
| Railway undertaking | According to the Railways Act: a railway undertaking is an undertaking of which the (primary) activity concerns the provision of rail transport services for goods or passengers and which has the necessary traction to provide those services, as well as any other undertaking that makes use of or intends to make use of the railways and has access to traction.  
Synonym: Transport operator.                                                                                                                                                                                                                                                                                                                                 |
| Railway yard        | A railway yard is an area forming part of the railway infrastructure intended and equipped for the stopping, starting, terminating, passing, intersecting, stabling or shunting of trains, and which area is provided with at least one switch.  
Sections 39 and 40 of the Rail Traffic Regulations define a railway yard as follows.  
a. All tracks designated by a number.  
b. The rail sections of the track lead.  
c. All tracks bordering the tracks as referred to under a and b, up to a maximum distance of 200 metres before the approach signal of the railway yard, unless the network manager has indicated by means of a sign (No. 302) that no shunting can take place on that track or that shunting restrictions apply. Appendix 7 to the Rail Traffic Regulations lists the railway yards for which a distance greater than 200m is required. |
| Refuelling system   | A system for the storage of fuel, including facilities to provide railway vehicles with fuel in an environmentally sound manner.  
Notes:  
In accordance with the Environmental Permit / Environmental Permit (General Conditions) Act.                                                                                                                                                                                                                                                                                                                  |
| RNE                 | RailNetEurope is a collaborative group of infrastructure managers throughout Europe. International timetable requests are coordinated and harmonised within RNE.  
(www.rne.eu)                                                                                                                                                                                                                                                                                                                                                  |
| Route               | Connection between two places with regard to the vehicles or vessels that regularly make use of the connection.                                                                                                                                                                                                                                                                                                                                                           |
| Route section       | A route section is a succession of connected train-path points and open tracks, starting and ending at a train-path point.                                                                                                                                                                                                                                                                                                                                           |
| Service facility    | The facility, including site, building and equipment, which is fitted out in full or part for the provision of one or more services as referred to in Directive 2012/34/EU, Annex II, points 2 to 4.                                                                                                                                                                                                                                                                                        |
| Shunting            | Shunting is the performance of shunting operations.  
Rail Traffic Decree:  
Shunting: All traffic movements of trains (or railway vehicles) taking place at a railway yard.  
Shunting operation  
A shunting operation is a train movement without transport intent, subject to the restriction that such takes place within the boundaries of a railway yard or train node point without making any use of an open track.                                                                                                           |
| Siding              | A siding connects a company’s premises to the railway network by means of a branch line and a point switch.                                                                                                                                                                                                                                                                                                                                                           |
| Stabling line       | A stabling line is a track where trains can be stabled. Also called railway siding.  
Stabling  
Stabling is the temporary placement of rolling stock that during the stationary period are not included in the timetable or involved in shunting.                                                                                                                                                                                                                                                                               |
<p>| Station             | A station is a building or structure that is designated by structure and layout in full or in part for the arrival and departure of railway vehicles to enable the boarding, alighting or transfer of passengers.                                                                                                                                                                                                                                                                                 |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>STM</td>
<td>A Specific Transmission Module (STM) is train equipment, which converts information from a conventional local safety system into information that can be processed by the ETCS. Notes: The STM-ATC is relevant to the Netherlands, the STM-Memor is relevant to the border crossing with Belgium, and the STM-PZB (Punktförmige Zugbeeinflussung) is relevant to Germany.</td>
</tr>
<tr>
<td>Time-space slot</td>
<td>Synonym: see slot</td>
</tr>
<tr>
<td>Timetable</td>
<td>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.</td>
</tr>
<tr>
<td>Titleholder</td>
<td>A titleholder, according to the Railways Act, is a natural person or legal entity that is authorised to conclude an Access Agreement with ProRail. See Section 57 Railways Act.</td>
</tr>
<tr>
<td>Ton metre weight</td>
<td>The ton metre weight is the average weight (in tons) per linear metre of a train.</td>
</tr>
<tr>
<td>Track and route section geometry</td>
<td>Track and route section geometry is the location of tracks and route sections expressed in geometrical terms.</td>
</tr>
<tr>
<td>Traffic use</td>
<td>Traffic use is the use of the railway infrastructure for traffic purposes. This is contrary to the use of the infrastructure for management purposes. Notes: Traffic can be distinguished into running and stationary traffic. Management is the construction, maintenance and renewal of the infrastructure. In the railway sector: • Running use is the running of the train, (dis)embarking, (un)loading and shunting for the composition of trains. • Stationary use concerns the stabling and upkeep of railway vehicles: inspections, replenishment of consumables, internal and external cleaning for hygiene purposes, minor repairs.</td>
</tr>
<tr>
<td>Train path</td>
<td>A train path is a feasible movement assigned to a train slot. According to Directive 2012/34/EU, a train path is: the infrastructure capacity to run a train between two places over a given time-period.</td>
</tr>
<tr>
<td>Train service &amp; traffic control</td>
<td>Traffic control The organisation of people and systems with the following tasks: • ensuring railway safety • releasing routes to users of the infrastructure • 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 • taking appropriate measures in case of a disaster and reporting the occurrence thereof. Network traffic control The organisation of people and systems with the following tasks: • allocation and distribution of railway infrastructure capacity during the operational phase • provision of information on the allocation • evaluation of the handling of disruptions.</td>
</tr>
<tr>
<td>Train slot</td>
<td>A train slot is a successive set of one or more infrastructural capacity units, which facilitate valid use of the railway infrastructure.</td>
</tr>
<tr>
<td>Transport</td>
<td>The use of capacity for the actual transport of passengers or freight.</td>
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</table>
### Glossary of terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>User restriction</td>
<td>A user restriction is a deviation from the normal utility value of the rail infrastructure. For example:</td>
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<td>- temporary speed restrictions (TSR)</td>
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<td>- access norms and transport regulations</td>
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<td>- track exclusion</td>
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<td>- point switch exclusion</td>
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<td>- load restrictions</td>
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<td>- current take-up restrictions</td>
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<td>- environmental permit restriction</td>
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<td></td>
<td>- transport restrictions</td>
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<tr>
<td></td>
<td>- noise restrictions</td>
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<tr>
<td>VPT system</td>
<td>This is an information &amp; communication system that supports the scheduling, operation and intervention of the train service.</td>
</tr>
<tr>
<td>Wrong Track</td>
<td>Wrong Track entails the use of a driving direction for which a track is not equipped and no safety system is installed.</td>
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</tbody>
</table>

### Abbreviation

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning</th>
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<tbody>
<tr>
<td>ACM</td>
<td>Consumer &amp; Market Authority</td>
</tr>
<tr>
<td>ATC</td>
<td>Automatic Train Control</td>
</tr>
<tr>
<td>ATC-e</td>
<td>Automatic Train Control-basic</td>
</tr>
<tr>
<td>ATC-EG</td>
<td>Automatic Train Control first generation</td>
</tr>
<tr>
<td>ATC-NG</td>
<td>Automatic Train Control new generation</td>
</tr>
<tr>
<td>ATC-Vv</td>
<td>Automatic Train Control improved version</td>
</tr>
<tr>
<td>BP</td>
<td>Out-of-gauge loads</td>
</tr>
<tr>
<td>BV</td>
<td>Centrally controlled area</td>
</tr>
<tr>
<td>CCA</td>
<td>Community of European Railway and Infrastructure Companies</td>
</tr>
<tr>
<td>CER</td>
<td>Coöperatieve Inkoopvereniging Elektriciteit Betuweroute U.A.</td>
</tr>
<tr>
<td>CIT</td>
<td>International Rail Transport Committee</td>
</tr>
<tr>
<td>CUI UR</td>
<td>Uniform Rules concerning the Control of Use of Infrastructure in International Rail traffic.</td>
</tr>
<tr>
<td>ERTMS</td>
<td>European Rail Traffic Management System</td>
</tr>
<tr>
<td>ETCS</td>
<td>European Traffic Control System</td>
</tr>
<tr>
<td>EU</td>
<td>European Union</td>
</tr>
<tr>
<td>GSM-R</td>
<td>Global System for Mobile Communications for Railways</td>
</tr>
<tr>
<td>ILT</td>
<td>Environmental Health and Transport Inspectorate</td>
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<tr>
<td>KPI</td>
<td>Key Performance Indicator</td>
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<tr>
<td>LCA</td>
<td>Locally controlled area</td>
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<tr>
<td>LTSA</td>
<td>Long-Term Rail Agenda</td>
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<tr>
<td>PHS</td>
<td>High Frequency Rail Transport Programme</td>
</tr>
<tr>
<td>PPLG</td>
<td>Primary process line area</td>
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<tr>
<td>RIC</td>
<td>International coach regulations</td>
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<td>RIV</td>
<td>International wagon regulations</td>
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<tr>
<td>RNE</td>
<td>RailNetEurope</td>
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<tr>
<td>SPAD</td>
<td>Signals passed at danger</td>
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<tr>
<td>STM</td>
<td>Specific Transmission Module</td>
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<tr>
<td>TSB</td>
<td>Temporary Speed Restrictions</td>
</tr>
<tr>
<td>TSI</td>
<td>Technical Specification for Interoperability</td>
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<tr>
<td>TSR</td>
<td>Temporary speed restrictions</td>
</tr>
<tr>
<td>VIVENS</td>
<td>Coöperatief Verenigd Inkoop en Verbruik van Energie op het Nederlandse Spoorwegnet U.A.</td>
</tr>
<tr>
<td>VPT</td>
<td>Automated system of railway control</td>
</tr>
</tbody>
</table>
Appendix 3  Consultation (Chapter 1.4.1)

ProRail has drawn up the Network Statement 2017 following consultation with the titleholders involved. The process of consultation with titleholders on the Network Statement 2017 Combined Network, as well as the results 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 a draft version of the Network Statement 2017.

Start of consultation
A draft version of the Network Statement 2017 was made available on 11 September 2015 to:
- all railway undertakings active at that time on the railway network managed by ProRail,
- all administrative bodies authorised to grant concessions for passenger transport by train.
These titleholders received a letter by email stating: the most important changes in relation to the Network Statement 2017, the consultation that preceded the drawing up of the draft Network Statement 2017 and the further consultation procedure.

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 2017.

Announcement
Furthermore, ProRail has by means of announcements in the Netherlands Government Gazette (Staatscourant) and Nieuwsblad Transport invited other titleholders to contribute to the Network Statement 2017.

Questions and comments by titleholders and stakeholders
Titleholders and stakeholders were given an opportunity until 23 October 2015 to respond in writing to (the changes to) the draft Network Statement 2017. ProRail received material comments from: Arriva; KNV Spoorwegvervoer on behalf of rail freight operators and railway contractors cooperating in KNV; NS on behalf of NS Reizigers, NedTrain, NS Internationaal and NS Stations; Veolia Transport Rail; Zeeland Seaports.

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 2017. ProRail also implemented changes to the draft version of its own accord. All material changes to the draft Network Statement 2017 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 1.4.3)

1 General Regulations on the Settlement of Complaints and Disputes

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

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

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

Article 4
1. All disputes concerning the Network Statement, which cannot be solved amicably on grounds of Article 3, can in accordance with Section 71, Paragraph 1 Railways Act be submitted to the Consumer & Market Authority.
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 Station Portfolio Complaints and Disputes

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

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

Article 3
1. All disputes regarding the station portfolio as referred to in Section 18 Implementation Decree Directive 2012/34/EU, which may arise further to one or more agreements concluded between the railway undertaking and NS Stations or the Access Agreement concluded with ProRail, which concern the services offered in the stations portfolio will be submitted to the competent civil court of Rotterdam if these disputes cannot be settled amicably between the parties or by a committee to be appointed by the parties in which each party appoints an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties, except if the parties have concluded a (rental) agreement providing for another matter of dispute resolution.
2. In deviation of the provisions of the previous paragraph, the parties to an agreement concluded with NS Stations or an Access Agreement concluded with ProRail can further determine that the disputes referred to in this paragraph will be resolved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
3. These dispute regulations are without prejudice to Article 71 Railways Act.
Appendix 5  Model Access Agreement and General Terms & Conditions
(Chapter 2.3.2)

Model Access Agreement 2017
The Model Access Agreement reflects the services stated in the Network Statement and which are provided by ProRail. The Model Access Agreement 2017 (version 1 July 2016) is available on the website of ProRail.
General Terms & Conditions Access Agreement ProRail 2017  
(version 1 September 2015)

Title I. General Terms & Conditions

Article 1 Definitions
The definitions below are used in these General Terms & Conditions.
1. (Supplementary) service licence: the licence as referred to in Section 36 Paragraph 3 or 5 Railways Act.
2. General Terms & Conditions: these general terms and conditions.
3. Company performance data: the values acquired by a party within the performance of the Access Agreement with regard to reliability, availability, operational quality, safety, health and the environmental impact of processes and systems of the other party.
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.
7. Concession: the concession as referred to in Section 16 Paragraph 1 Railways Act.
9. Third party: any natural person and/or legal entity other than the network manager, the railway undertaking or their auxiliary staff.
11. Auxiliary staff: the subordinate or other natural person and/or legal entity, whose services are engaged by the railway undertaking or the network manager in the sense of Book 6 Dutch Civil Code.
13. 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.
14. Supporting and supplementary information services: services as referred to in Chapter 5.5 of the Network Statement.
15. Operational Conditions: the operational conditions as included in Appendix 2 of the Access Agreement.
16. Party: the network manager or the railway undertaking.
17. Parties: the network manager and the railway undertaking.
19. Loss event: an event or series of events, resulting in loss, following on from one and the same cause.
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 3.2.1. of the Network Statement.
22. Railway undertaking: a railway undertaking as referred to in Section 1 Railways Act, being the contracting party of the network manager to the Access Agreement.
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 amended since that date.
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.

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 railway undertaking 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 railway undertaking, 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 railway undertaking and/or damage is caused to the railway undertaking 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 railway undertaking 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 railway undertakings in writing with inclusion of a proposal for change. If the railway undertaking 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 2.9 of the Network Statement, and specify all other information that they will exchange with one another within the performance of their relationship.

3. The parties will inform one another promptly if they have any information other than referred to in the previous paragraph, of which they know or should in all reasonableness realise that the railway undertaking 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 railway undertaking will, at no expense, provide the network manager with information required by the network manager for the purposes below.


c. To draw up the compliance report on noise production limits as referred to in Section 11.22 of the Environmental Management Act.

Article 6  Confidentiality

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

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

3. Provisions regarding the confidentiality of information concerning the other party that is available to the parties
   a. The parties will treat company performance data as confidential information and not release such to third parties without the permission of the other party, except in the cases provided for by this article.
   b. The network manager is authorised to grant other titleholders who have accepted these General Terms & Conditions, as well as network managers of connected railway networks access to information about the capacity requested by the railway undertaking, on condition that they handle such information as confidential.
   c. The network manager is authorised to release information about the capacity allocated to a railway 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 TAF of the railway undertaking to railway undertakings, station managers and network managers of connected railway networks for the purpose of travel information services.
   e. The network manager is authorised to release data and values regarding the performance and information indicators referred to in Article 7 of the Concession to the concession authorities, unless stipulated otherwise in the Access Agreement.
   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. Infraspeed Maintenance B.V. is for the application of this article regarded as the auxiliary staff of the network manager.

4. Provisions regarding information about other railway undertakings (third party interest)
   a. Railway undertakings 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 railway undertaking and other titleholders.

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b. Railway undertakings 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 the railway undertaking

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

1. The 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 Paragraph 1 Railways Act.
   b. A valid Safety Certificate or Test Certificate.
   c. Proof of compliance with the provisions of Section 55 Railways Act.

The railway undertaking will immediately, in any event within 14 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 Paragraph 1b 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 so 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 public freight terminals and/or railway yards.

Article 8 Access to and use of supporting information services

1. The network manager will perform its work regarding the access to and use of supporting and supplementary 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 railway undertaking thereof and take all reasonable actions to achieve compliance with the agreed service levels.

3. The railway undertaking will handle the software and hardware made available by the network manager within the context of Paragraph 1 with due care and you such exclusively for the purpose for which they were made available by the network manager, without making any changes to the content thereof. The railway undertaking 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 railway undertaking within the context of the granting of access to and use of supporting information services. The network manager retains the intellectual property rights to information provided by the network manager to the railway undertaking within the context of the granting of access to and use of ancillary information services. The network manager will by means of the Access Agreement grant the railway
undertaking a licence to use the agreed ancillary and supplementary 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 supporting information services, or use by or on behalf of third parties or other services and systems of the railway undertaking 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 4.4. of the Network Statement as well as the provisions of the decision referred to in Section 61 Paragraph 1 Railways Act.

2. Capacity allocated in the form of train paths is allocated for the maximum duration of one timetable period.

3. The railway undertaking is not permitted to transfer the allocated capacity to, or have such used by, a third party.

4. The allocated capacity lapses in case of an emergency and if absolutely necessary as result of a disruption that temporarily makes the railways unusable. Threats of disruption in the short term are treated equally to actual disruptions. 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.

5. If the railway undertaking during a period of at least four successive weeks within one timetable year uses a train path below the threshold value stated in Chapter 4.6 of this Network Statement, the railway undertaking will surrender this train path during the remaining term of that timetable year unless this underutilisation is due to non-economic reasons beyond the control of the railway undertaking. The network manager will hereby observe a notice period of two weeks.

6. The network manager reserves the right to withdraw or change allocated capacity in the cases below.
   a. When instructed to do so by the competent authorities or in order to prevent such an instruction, on condition that the instruction relates to a situation defined in adequate concrete terms.
   b. In the interests of public order.
   c. Following a report as referred to in Article 7 Paragraph 2 of these General Terms & Conditions.
   d. When it concerns capacity required for passenger transport services by train, and the railway undertaking is no longer entitled to perform such services under the terms of the Passenger Transport Act 2000.

7. 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 railway undertaking in terms of duration and scale. The network manager will consult in advance with the railway undertaking 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 the 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.

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 39a, item b, Rail Traffic Decree, a valid Admission Certificate and/or exemption as referred to in Section 46 Railways Act as applicable on 1 April 2012 or a (supplementary) service licence.

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 36 Paragraphs 9 and 10 Railways Act, acts in contravention of the prohibition referred to in Section 36 Paragraph 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 admission 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 must give the network manager the opportunity to assess in advance whether the proposed operations at railway yards are pursuant to the conditions of the Environmental Management Act and the applicable environmental permit. Railway undertakings that (plan to) carry out operations at railway yards that require an environmental permit, are obliged to consult and comply with the provisions of the environmental permit in question. The network manager is responsible for enabling adequate performance under the terms of the issued permits.

2. The railway undertaking will use the railway infrastructure in accordance with the restrictions to use and user regulations stated in Chapter 3.4.1 and Appendix 9 of the Network Statement.

3. The railway undertaking will apply and environmental care system that supports compliance with the restrictions to use and user regulations as prescribed by the environmental and occupancy permits granted to the network manager. The railway undertaking will make the particulars entered into the environmental care system available to the network manager. The railway undertaking accepts that the network manager can also use other measures to verify compliance.

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. Stablising 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 virtue of the Noise Pollution Act or that breach the relevant conditions of the licences prescribed pursuant to the Environmental Protection Act.

7. The network manager can give instructions to the railway undertaking in case of a potential breach 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 a breach 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 breach described in the notification as referred to in the eight paragraph, including the presentation of a defence.

10. If the railway undertaking is of the opinion that a party other than the railway undertaking has committed the breach referred to in the eight paragraph or that the breach was in fact not committed, it will inform the network manager thereof 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 a breach as referred to in the eight paragraph, unless the network manager, contrary to the...
1. Article 16

3. Article 15

2. Article 14

6. Article 12

5. Article 13

4. Article 11

3. Article 10

2. Article 9

1. Article 8

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 breach described in the notification as referred to in the eight paragraph. The network manager reserves the right to abstain from presenting a defence if such is evidently pointless or the railway undertaking fails to provide the network manager with the necessary information, in which case the railway undertaking will compensate the penalty or forfeited deposit to the network manager. The network manager will inform the railway undertaking on the course of the defence proceedings.

13. The costs of the defence with regard to breaches as referred to in the eight paragraph are at the expense of the railway undertaking, with the exception of those cases in which the network manager has a joint interest in the defence owing to the possible consequences for the usability of the railways or in those cases that the parties have agreed in consultation to oppose the qualification of the ascertained facts as a breach, whereby a different allocation of costs was agreed upon.

**Article 12  Storage of liquids for the running of railway vehicles**

The railway undertaking is exclusively permitted - outside the situations described in the Operational Conditions - to tranship environmentally dangerous liquids required for the traction of railway vehicles and the operation of equipment at appropriate sites designated by the network manager, as referred to in Appendix 21 of the Network Statement (refuelling facilities).

**Article 13  Train traffic restoration measures**

1. The parties will in case of a disruption of 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, diversion, 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 Section 2.1 of the Operational Conditions.

3. If the railway undertaking offers a replacement train path in the cases as referred to in Paragraph 2 and Article 9 Paragraph 6, the user charge for the replacement path will not be higher than for the original train path.

**Article 14  Cooperation by the 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.

6. The railway undertaking will participate in the response organisation subject to regulations of the Access Agreement as stated in Section 4.1 of the Operational Conditions.

**Article 15  Presence on railways**

1. If the railway undertaking allows (auxiliary) staff to be present on or along the railways, such takes place at the risk and account of the railway undertaking.

2. The railway undertaking will ensure that the (auxiliary) staff referred to in the first paragraph has received adequate instructions concerning the safe and properly organised presence on the railways.

3. Auxiliary staff of the railway undertaking working on the railways must be able to provide proper identification, in the form of a service pass or written instruction as auxiliary staff of the railway undertaking.

**Article 16  Inspections and instructions**

1. The network manager is authorised, with a view to performing the tasks and responsibilities assigned by virtue of the relevant national and international regulations and/or a ruling by a court of law or arbitration board, to carry out inspections and/or give necessary instructions to (the auxiliary staff of) the railway
undertaking who will comply with such without delay. The categories of officials of the network manager who are entitled to exercise the above authority are defined in the Access Agreement.

2. The authority of the network manager as referred to in the first paragraph can exclusively be exercised for the purpose of protecting the railways, preventing or controlling nuisance experienced by the environment and other users of the railways, and the safe and effective use of the railways.

3. The inspections and instructions will cause as little hindrance as possible to the normal operating activities of the railway undertaking and will be carried out or issued, respectively, in a manner that causes minimal burden. The network manager exclusively has access to those railway vehicles, systems and equipment of the railway undertaking that are relevant to the inspection.

4. The railway undertaking will comply with instructions given by the network manager as referred to in these General Terms & Conditions. In case of failure to comply immediately with a lawful instruction as referred to in these General Terms & Conditions, the railway undertaking will forfeit an immediately payable fine of €5,000 per breach, without prejudice to the network manager's right to demand compensation in full. In case a series of breaches 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 breach is maximised at €25,000 for the series of breaches.

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 General provisions pertaining to 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:

<table>
<thead>
<tr>
<th>Loss amount</th>
<th>Handling costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>from €0 to €100,000</td>
<td>2.5% of the loss amount</td>
</tr>
<tr>
<td>from €100,000 to €250,000</td>
<td>2.0% of the loss amount</td>
</tr>
<tr>
<td>from €250,000 to €1,000,000</td>
<td>1.5% of the loss amount</td>
</tr>
<tr>
<td>from €1,000,000 to €5,000,000</td>
<td>1.0% of the loss amount</td>
</tr>
<tr>
<td>from €5,000,000</td>
<td>actual costs</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Reference loss</th>
<th>administration costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>€5,000 to €10,000</td>
<td>€350</td>
</tr>
<tr>
<td>€10,000 to €30,000</td>
<td>€375</td>
</tr>
<tr>
<td>€30,000 to €50,000</td>
<td>€475</td>
</tr>
<tr>
<td>€50,000 to ........</td>
<td>1% of the reference loss</td>
</tr>
</tbody>
</table>

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 supplementary facilities managed by the network manager and additional services provided by the network manager, subject to the provisions of Paragraph 6 regarding the services and/or software stated therein.

   The network manager is discharged from the liability referred to in the first paragraph:

   a. for the financial loss consisting of compensation owed by the railway undertaking to parties with which it has concluded transport agreements or other third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or treaty law to pay to parties with which it has concluded transport agreements or to other third parties.
   b. For the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.
   c. For the financial loss consisting of the costs of replacement transport and handling costs, subject to the explicit condition that the railway undertaking is unable during a period of at least 8 (eight) consecutive hours, calculated from the start of the cause attributable to the network manager, to make full use of its allocated capacity:
      - the costs of replacement transport, as well as handling costs.
   d. For the financial loss consisting of the costs of replacement transport 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 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:

   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 15 of the General Terms & Conditions, as well as for the consequences of the application of Article 8 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 breach by the network manager 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.

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 a service and/or software as referred to in Chapter 5.5 of the Network Statement, insofar as the loss results from an attributable failure on the part of the network manager to fulfil the agreed service levels 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 supplementary facilities managed by the network manager and additional services provided by the network manager.

2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation that the network manager owes to third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or treaty law to pay to third parties.
   b. For the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.
   c. For the financial loss, subject to the explicit condition that, if due to a cause attributable to the railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least 8 consecutive hours, calculated from the start of the event:
      - the reasonable costs of cancellation and rescheduling of work that was planned to be carried out in the period during which the loss event hindered normal operations and which work could attributably not be carried out due to that loss event, as well as the handling costs.

3. The railway undertaking is discharged from the liability referred to in the first paragraph:
   a. In case of personal injury:
      1. if the loss event was caused by circumstances outside the operations of the railway undertaking, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
      2. insofar as the loss event can be attributed to the person who has suffered the loss,
      3. if the loss event can be attributed to the acts of a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
   b. In case of property damage, when the damage is attributable to the network manager or to an instruction by the network manager which cannot be attributed to the railway undertaking or through circumstances that the railway undertaking could not avoid and could not prevent the consequences thereof.
   c. In case of financial loss:
      1. if the loss event can be attributed to the network manager or to an instruction given by the network manager that is not attributable to the railway undertaking,
      2. if the loss event was caused by circumstances, such as force majeure or acts by a third party, which the network manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.

4. The network manager will not submit any claims to the railway undertaking for compensation less than €5,000 per loss event, with the exception of those cases:
a. in which the network manager is liable pursuant to Section 6:175 in conjunction with 8:1670 et seq Dutch Civil Code,
b. in which the loss results from any attributable breach 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 breach 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 supplementary facilities managed 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 breach 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 railway undertaking 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 railway undertaking has recourse against the other party of a transport agreement concluded by the railway undertaking, the claim by the network manager on the railway undertaking will lapse one month before the expiry of the time limit that applies by law or treaty to the claim by the railway undertaking on the other party of a transport contract concluded by the railway undertaking.
5. If the claim by the railway undertaking is based on an event governed by a transport agreement concluded by the railway undertaking whereby the railway undertaking takes recourse against the network manager, the claim by the railway undertaking 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 railway undertaking 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 railway undertaking.
8. The provisions of Paragraph 7 are without prejudice to the obligations of the network manager under Section 7 Paragraph 2 Railways Act.
9. In case auxiliary staff incur losses that can be attributed to both the network manager and the railway undertaking, the network manager and the railway undertaking 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 railway undertaking, 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 railway undertaking, and vice versa.
10. In case a scheme applies between the network manager and the railway undertaking for the compensation of a specific loss event, the network manager and the railway undertaking now for then indemnify one another against any claims by auxiliary staff engaged by the network manager and the railway undertaking, respectively, relating to the loss event in question.

**Title V. Financial stipulations**

**Article 23 User and reservation charges**

1. The user charges are calculated subject to the relevant provisions of the Network Statement.
2. The railway undertaking and the network manager agree on a user charge of nil for the use of the railway infrastructure for the performance of instructions by the network manager with regard to the management of
the railways. Trains for which no user charge is due under the terms of this provision will receive no timetable
drafting support by the One-Stop-Shop of the network manager.
3. In order to determine the user charge for the service as referred to in Article 1a of Annex 2 of Directive
2012/34/EU, the railway undertaking will provide the network manager with invoices, including the
accompanying proof of payment, for the tractive power purchased by the railway undertaking. 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, if applicable, the reservation charges per calendar
month. If the network manager sends a provisional invoice, this will be followed within 6 months by a final
invoice. 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.
5. The final settlement of amounts due under a performance scheme will be invoiced within two months of
sending of the invoice for the last term of the period to which the performance scheme relates.
6. The invoiced used charge is not eligible for set-off in the sense of Section 6:127 Paragraph 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 railway undertaking
at all times demand that the railway undertaking 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 Article 23 of these General Terms & Conditions.
8. The costs of the security referred to in the previous paragraph are borne by the railway undertaking.

Article 24  Payment conditions
1. The railway undertaking 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 railway undertaking 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 railway undertaking, 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. 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 railway undertaking 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 receipt
of a notification as referred to in Article 7, Paragraph 2.
3. In case of payment by the railway undertaking after the term referred to in Article 23 Paragraph 1 of these
General Terms & Conditions, the network manager may only suspend performance of the Access Agreement
if the railway undertaking has exceeded the payment term for two successive periodic payments or for two
payments within twelve months.
4. During the suspension, the railway undertaking 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 railway undertaking can again exercise its full claim to the
agreed capacity from no later than the fourth day after ending of the suspension.

Article 26  Termination by the network manager
1. The network manager can, without prior notice of default or judicial intervention, effect immediate termination
of the Access Agreement by registered letter if:
a. The network manager loses the Concession, either in full or in part, in as far as relevant to the provision of service by the network manager to the railway undertaking.
b. The railway undertaking is declared bankrupt or insolvent.
c. The railway undertaking is granted a moratorium.
d. The railway undertaking has during a period of at least one year not used the allocated capacity.
e. The railway undertaking is no longer authorised to participate in rail traffic.
f. The railway undertaking has payment arrears:
   i. during two successive instalments and for an amount larger than the user charge for one month,
   ii. during more than two instalment and for an amount equal to the user charge for two months.
g. The railway undertaking 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 railway undertaking and hinder the railway undertaking in the fulfilment of its obligations.
   b. The railway undertaking 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 railway undertaking a reasonable period to rectify the situation, terminate the Access Agreement if the railway undertaking remains in default.

Article 27 Termination by the railway undertaking

1. The railway undertaking can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
   a. The network manager loses the Concession, either in full or in part, in as far as relevant to the provision of service by the network manager to the railway undertaking.
   b. The network manager is declared bankrupt or insolvent.
   c. The network manager is granted a moratorium.
   d. The railway undertaking defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads.

2. The railway company 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 railway undertaking and hinder the railway undertaking 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 railway undertaking 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 railway undertaking a reasonable period to rectify the situation, terminate the Access Agreement if the railway undertaking remains in default.

5. If the network manager changes the Access Agreement and/or General Terms & Conditions, the railway undertaking can, if it objects to the change, terminate the Access Agreement, subject to a notice period of three months from the moment the change comes into effect.

Article 28 Compensation on termination of the Access Agreement

No compensation whatsoever is payable in case of termination of the Access Agreement under Title VI, except in the case of termination on grounds of a moratorium, bankruptcy or attributable failure.

Article 29 Scope, applicable law and resolution of disputes

1. These General Terms & Conditions are applicable to Access Agreements.
2. The Access Agreement and the General Terms & Conditions are governed by Dutch law, including international treaties applicable in the Netherlands, in particular the COTIF 1999 with Annexes.
3. All disputes, with the exception of those ensuing from Section 61 Railways Act and the Order in Council based thereon, ensuing from the Access Agreement and/or these General Terms & Conditions, which the parties cannot settle amicably will be submitted to the competent civil court in Rotterdam or to a committee appointed by the parties in which the parties appoint an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties.
4. In deviation of Paragraph 3, the parties can agree that the disputes as referred to same paragraph will be solved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration
board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.

5. Paragraphs 1 to 4 of this article are without prejudice to Section 71 Railways Act.
Appendix 6 Operational Conditions (Chapter 2.4)

Operational Conditions Access Agreement ProRail 2017 (version 1 December 2015)

1 Capacity planning

1.1 Route scheduling responsibilities

The author (or revisor) of a train schedule is responsible for compliance with the planning and load norms laid down by the network manager in the Network Statement, as well as any applicable deployment limitations for railway vehicles.

If the railway undertaking makes use of the services of the ProRail One-Stop-Shop (OSS) for the drafting of timetables, any applicable deployment limitations must be communicated to ProRail OSS. Planning of the priority route will then take into account the requested deployment and the limitations of the admission certificate or the Exceptional Transport regulations declared by railway undertakings.

The railway undertaking planning or requesting the planning of a train path for a train with specific characteristics (such as length, gauge, axle load, traction form) will test whether the offered train path is subject to specific user restrictions (such as maximum train length, gauge, the presence or absence of overhead contact lines) and will ensure (including through instructions to operational personnel) that the train making use of the path is in accordance with the stated limitations.

The railway undertaking will use the agreed capacities with train compositions that meet the potential for use offered by those train paths and tracks.

1.2 Exceptional Transport

Application of the regulations for Exceptional Transport is necessary in the cases below:

- The running of high-speed passenger trains longer than 400m.
- The running of freight trains longer than 740m.
- The running of trains that are not suitable for a running speed of at least 60 km/h on route sections designed for a speed of 80 km/h.
- The running of railway vehicles, the vehicle gauge of which exceeds the loading gauge.
- The running of trains that include vehicles carrying a load that exceeds Loading Class C2.
- 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.
- The running of railway vehicles which under the terms of the UIC regulations (UIC Leaflet 502-1) are qualified as Exceptional Transport.
- The running of trains of which the last vehicle is unbraked.

The network manager does not admit vehicles as Exceptional Transport unless the applicable conditions – as prescribed in the Regulations for Exceptional Transport – are met. The regulations for Exceptional Transport can be requested from the ProRail One-Stop-Shop. The network manager endeavours to agree upon Regulations for Exceptional Transport with the railway undertaking operator within 14 days. The additional costs incurred by the network manager in connection with the preparation and performance of exceptional transport are for the account of the applicant.

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86 See Network Statement Chapter 4.8
87 See Network Statement Chapters 2.5 and 3.3.2
88 See Network Statement Chapter 2.5
89 See Network Statement Chapter 3.3.2.5
90 See Network Statement Chapter 3.3.2.5
91 See Network Statement Chapter 3.3.2.4 and Appendix 16
92 See Network Statement Chapter 3.3.2.1; an exemption by the Minister of Infrastructure and the Environment pursuant to Section 36 Railways Act is required in some cases.
93 See Network Statement Chapter 3.3.2.2.
94 Section 36 Railways Act
General points of departure for Exceptional Transport

- The railway undertaking ensures that the provisions contained in the Regulations for Exceptional Transport are applied and observed in the course of its business operations.
- The railway undertaking has to establish whether the route, choice of route and speed of the train intended for transport are compliant with the regulations. If this is not the case, then the train’s existing timetable will have to be changed or – in the event that this is not possible – a request for ad hoc capacity for a train with an adjusted timetable submitted. 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 Regulations for Exceptional Transport

The user regulations for axle loads and load per unit of length, see the Transporters Portal of ProRail, lists a number of standard classes that refer to loading classes C3, C4, D2, D4, E5 according to UIC Leaflet 700 (EN 15528), 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 a load that exceeds loading class C2 are stated in Appendix 13 to the Network Statement.

The railway undertaking can make use of the standard regulations for exceptional transport for the transport of railway vehicles falling under one of these classes/types, on condition that such takes place on the route sections released for the purpose, and compliance with the accompanying speed restrictions.

The railway undertaking shall indicate by applying the suffix ZWV to the train number in the timetable documents, that the train in question is one to which the standard regulations for exceptional transport apply, due to the fact that it exceeds the loading class, while also stating the applicable loading class (e.g.: ‘45109 ZWV-D4’).

Standard regulations for excessive loading gauge

Specially coded wagons which carry coded intermodal loading units, and/or further transport yet to be designated by the network manager, may utilise the allocated capacity insofar as they comply with the conditions contained on the Transporters Portal of ProRail, as described in the standard conditions applicable to out-of-gauge transport. The railway undertaking shall indicate by applying the suffix BP1, BP2, BP3 to the train number in the timetable documents, that the train in question is one to which the Standard Regulations for Exceptional Transport apply, due to the fact that it exceeds the loading class.

Specific regulations

In other cases of Exceptional Transport, railway undertakings may conclude incidental Regulations for Exceptional Transport with the network manager. The regulations comprise a description of the allocated route, period of validity, operational conditions, exemptions granted and, wherever applicable, admissible dimensions and/or weight. The provision of incidental regulations for exceptional transport is accompanied by a regular order request (in ISVL within the term of 36 hours). The railway undertaking shall indicate by applying the suffix BV to the train number in the timetable documents, that the train in question is one to which the incidental regulations for Exceptional Transport apply, making reference to the applicable regulations.

1.3 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 processing of additions and changes during the term of an annual timetable.

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95 See Network Statement Chapter 2.8
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. This application can be accessed on the Transporters Portal of ProRail. The train number list in the application is continuously updated. Railway undertakings can at no expense acquire a subscription to the TNR application and view and/or export a current train number list at any time.

The railway undertaking can submit proposals for change to trainnumbers@prorail.nl.

The network manager will within three working days process any interim proposals for changes to the current timetable as submitted by the railway undertakings. These changes will come into force five working days after processing and mutual approval. Renumbering in no way affects capacity rights.

The network manager and the railway undertaking will follow the current train numbering sequence as provided by the TNR application.

1.4 Adjustment of capacity allocation due to management work
Interim change or cancellation of the capacity allocated by the network manager to the railway undertaking is possible in the cases and under the conditions as described in the Network Statement, Chapter 4.5.4.

The network manager can in case of management work for which no capacity is allocated in the annual timetable make use of available capacity or of capacity made available by agreement with the railway undertaking.

2 Traffic handling

2.1 Order acceptance and intervention
Three sub-processes are described below, namely:
1. The handling of orders.
2. The intervention of trains which have departed from their allocated path.
3. The departure procedure.
5. The use of tracks on railway sidings and sorting lines of the Betuwe Line.

In the event of order requests by a railway undertaking, the network manager will allocate extra capacity within the scope available. During and following disruptions, the network manager will reallocate the (reduced) capacity among the railway undertakings involved. To this end, the network manager will apply agreements established in advance for operational allocation (allocation rules).

2.1.1 Order handling
This applies to the allocation of (extra) capacity as well as other changes of plan during the period between the transition from the day plan to the traffic control plan and the moment of departure.

Information arrival track
In order to select the most convenient arrival track for trains arriving at their destination station, it is essential that traffic control receives information concerning the subsequent handling of the train.

96 See Network Statement Chapters 4.3, 4.4.1.4, 4.8.2 to 4.8.4.
following arrival. In case of an order request for the introduction/change of a train, this should be entered in the field “activities required by the railway undertaking”. The network manager will strive to comply with the requested specifications. Examples of activities required by railway undertaking during or after the train run:

- driver exchange, duration x minutes at Y
- locomotive exchange, duration x minutes at Y
- shunting, duration x minutes at Y
- stabling, at Y for the duration of x minutes after arrival
- rolling stock destined for train nnnnn dated dd-mm-yyyy
- train destined for loading on rail connection xxx
- rolling stock for assembly on track set yy

Cancelled trains
The following applies in the event of cancellation of trains:

- The railway undertaking will give the network manager ample notice via ISVL in case trains can be cancelled.
- A cancellation order by railway undertakings shortly before departure is only permitted in case of disasters. This order will also state what the railway undertaking wishes to do with the rolling stock that was designated for the cancelled train.
- The controller will cancel the train as soon as possible, then consult with traffic control on what to do with the rolling stock. The network manager will strive to comply with the wishes of the railway undertaking.
- The railway undertaking will later confirm the telephone instruction by means of an order in ISVL.

2.1.2 Intervention
In the event that there is no agreement with the railway undertakings concerning the handling of a particular disruption, or no consensus is reached in advance, then the capacity shall be allocated according to the agreements on operational allocation, as referred to in Chapters 4.8.2 – 4.8.4 of the Network Statement. A formal distinction is made between allocation rules on the one hand and handling strategies or agreements on the other. Handling strategies are agreements concluded with railway undertakings either individually or jointly, concerning the handling of their train services in the event of specific, foreseen disruptions.

Regulations on operational allocation
Regulations on operational allocation (allocation rules) enable the network manager, in the event of both disruptions and order requests, to allocate capacity to the railway undertakings in question in an orderly and non-discriminatory manner.

2.1.3 Departure procedure

Prior notice of deviations from the agreed capacity
The railway undertaking will as soon as possible notify the local traffic control of foreseen delays and changes to the characteristics (length, tonnage, etc.) of a train, as a result of which the train could no longer use the agreed path.

Reporting of unforeseen departure obstacle by the train driver
The train driver will as soon as possible after ascertaining such, notify traffic control of any circumstance as a result of which his train cannot (or can no longer) depart at the agreed time.

Delivery of train path by the network manager (30 seconds before departure)
A train path is considered delivered if the network manager switches the signal from the ‘stop position’ at least 30 seconds before the time of departure ultimately agreed.

Actual departure by the railway undertaking
The railway undertaking is obliged to actually depart within 3 minutes of delivery of the train path by the network manager. In the event that the train fails to depart within 3 minutes, the network manager is entitled to retract the signal.

Exceptional circumstances
The network manager is entitled/obliged to return the signal to the stop position (retraction):
• in the event of danger,
• in case of intervention, following notification of the train driver,
• if traffic control is sure that there is no train driver present in or around the train.

In the event of the last, the railway undertaking has to submit a new capacity request. The railway undertaking will leave the train manned at the request of the network manager if the train is unable to leave due to unforeseen circumstances.

2.1.4 Scheduled performance
In order to realise the scheduled performance of freight trains, the network manager and railway undertaking perform the steps below.
• The network manager always provides the railway undertaking with a current timetable no later than 5 minutes before the scheduled departure.
• The railway undertaking provides the driver with a current timetable for scheduled departure.
• The driver strives for the passage of timetable points according to the current timetable.
• The network manager strives for traffic flow according to the allocated timetable and on the border route sections between the network manager and DB Netz/Infrabel.

2.1.5 Use of tracks on Betuwe Line railway sidings and shunting yards
The use of tracks on railway sidings and shunting yards on the Betuwe Line is subject, inter alia, to the provisions below.

If a train or set of wagons stays for longer than 240 minutes on railway sidings and shunting yards of the Betuwe Line, the railway manager will charge the fee for parking, as stated in Chapter 6.3.1.2.2 of the Network Statement.

Insofar as the capacity of tracks on railway sidings and shunting yards Betuwe Line is allocated to a railway undertaking, the railway undertaking has exclusive right to the capacity, except in case of disasters; other parties have no right to access or use the allocated track. Correspondingly, railway undertakings have no user rights to railway sidings of which the capacity has not explicitly been allocated to the railway undertaking.

If a railway undertaking grants another railway undertaking permission to use tracks allocated to it, the railway undertaking will inform ProRail Customer Service thereof in writing by means of an email to goederenvervoer@prorail.nl. Railway undertakings may not sublet capacity to third parties. If a railway undertaking no longer requires the allocated capacity to one or more railway sidings, the railway undertaking will return the capacity to the railway manager by means of an email to goederenvervoer@prorail.nl.

If a railway undertaking signals that the capacity of a railway siding allocated to it is being used without its permission, the rules below will apply.
• The railway undertaking will inform ProRail of the unauthorised use by means of a letter or email to goederenvervoer@prorail.nl. The railway undertaking will state the wagon numbers and whether it concerns wagons containing dangerous goods, including the AVV markings (blue/red including code) on the wagons and the hazard identification number (HIN) and the substance identification number (UN) on the orange kemler sign. The above information must always be accompanied by photos.
• The manager will treat the unauthorised use as a disruption as referred to General Terms & Conditions, Article 14, Paragraph 1. ProRail Customer Service will subsequently contact the unauthorised user. If this user is unknown, ProRail will email the aforementioned particulars to all railway undertakings, with the notification that the track must be cleared within 24 hours. This time period does not apply during weekends and on public holidays. Reports during the weekend and on official public holidays will be processed by ProRail on the first following working day.
• If the unauthorised user is unable or unwilling to comply with the set term, ProRail will arrange for the towing of the relevant train sets unless it appears from the labelling of vehicles that these contain dangerous goods:
  - the railway undertaking as titleholder to the capacity, is after reporting to ProRail entitled as first party to have the unauthorised wagons shunted from the railway siding;
  - if the railway undertaking as titleholder to the capacity does not itself wish to shunt the unauthorised wagons from the allocated railway siding, ProRail will contact a traction
supplier who is party to the shunting agreement and who will make attraction available for
the towing/shunting of the train/wagons to a location at the same railway yard determined by
ProRail;
- the traction supplier will perform the towing assignment and immediately after completion
send a written confirmation to the traffic control (verkeersleiderkfh@prorail.nl) and ProRail
(goederenvervoer@prorail.nl), stating in any event the correct wagon numbers and the track
on which the train/wagons are stabled.
- ProRail is in case of towing/shunting responsible for correct and timely IGS registration.
Full liability for the train/wagons will lapse after performance of the towing assignment, in
accordance with the shunting agreement Article 7: ‘The contractor is liable for any damage
caused during the performance of turnout or marshalling work. The contractor is not liable for
damage resulting from shunting work that results immediately after full decoupling, unless the
client can prove that the damage results from fault or gross negligence on the part of the contract
and/or its subordinates during the performance of the shunting work. The parties will indemnify
one another in this respect’.
- The shunting traction supply will send the invoice to ProRail, in accordance with the prices stated
in the shunting agreement. ProRail will pay this invoice and subsequently charge on the costs
of the unauthorised use in accordance with the prices stated in the shunting agreement plus € 50
administration costs for parties making the IGS system (hazardous substances system) available
for corrective actions against unauthorised parking by third parties on railway sidings. In case of
parties not making the IGS system available, ProRail will apply a surcharge of € 250 for
administration costs supplementary to the prices stated in the shunting agreement.
The administration costs are charged will not apply if it can be reasonably ascertained that Traffic
Control has granted permission to shunt to the railway siding in a centrally controlled area.
- If the vehicles cannot be shunted (for any reason whatsoever), the unauthorised use will
compensate the titleholder for the following costs: the user charge for the relevant railway siding
for one month, plus an amount per day in accordance with the table below.

<table>
<thead>
<tr>
<th>Exceedance</th>
<th>Charge per day or part thereof, irrespective of location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-6 days</td>
<td>3*day charge parking location A</td>
</tr>
<tr>
<td>7-13 days</td>
<td>5*day charge parking location A</td>
</tr>
<tr>
<td>14 or more days</td>
<td>7*day charge parking location A</td>
</tr>
</tbody>
</table>

2.2 Use of locally controlled areas

Immediately prior to carrying out shunting or train movements, the driver of a train will contact traffic
control by means of a logged voice connection to request permission and make arrangements for the
exchange of safety information. Traffic control may then issue the user instructions to the driver. The
driver is obliged to observe such instructions. Prior permission from traffic control is also required to
park railway vehicles on tracks in locally controlled areas. Requests can be submitted for permission
to use tracks in a locally controlled area:
- If a single route, whose starting, end and any intervening points are identified by means of signal,
  track or points numbers. A single route is always run in one direction.
- If a time-space slot for multiple consecutive movements, in which the physical boundaries of the
  area in which the movements are to carried out are identified by means of signal, track or points
  numbers, and the time limits in the form of desired starting and end times.

As soon as a driver has completed a single route entirely within a non-centrally controlled area, the
driver will report to traffic control that the requested use has ended, also stating whether the route
(including track starting point, but excluding track end point) is once more vacant and unobstructed, in
accordance with the request.

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97 See Network Statement Chapters 2.8 and 3.4.1.
A single route that starts in a locally controlled area and ends in a centrally controlled area must be requested (a so-called Local Order Request) from the traffic controller for both areas before such a movement may take place. The same rule applies to a movement in the reverse direction.

On completion of the use of a time-space slot, the driver will contact traffic control to report whether the slot was used in accordance with the request, the track on which the driver and his traction are currently located, which tracks in the slot are vacant and unobstructed, and on which tracks vehicles have been stablized.

2.3 Communication of safety messages between driver and traffic control

The railway undertaking and the network manager will apply the rules stated in the ‘Regulations concerning communication procedures applicable to safety messages regulations’ as regards the communication of safety messages between the driver and traffic control as referred to in the TSI Operations and Traffic Control. These user regulations are available for consultation on the Transporters Portal of ProRail.

The forms drafted by the network manager in the Form Manual as referred to in the TSI Operations and Traffic Control are available via the Transporters Portal of ProRail.

2.4 Procedure after unintended passing

If the driver of a passenger train after the unintended passing of a station reports to traffic control as referred to in Section 6, Paragraph 1, Rail Traffic Decree, traffic control will respond with an instruction as referred to in Paragraph 2 of the aforementioned section, namely with the instruction NOT to reverse the train, but to continue to the next station.

The passengers on the passed station can be informed by means of the public address or travel information system. The train driver will inform the passengers on the train who intended to disembark at the passed station.

Traffic control can, however, cooperate in reversing in the cases below.
1. If reversing is possible with safe signals to the passed station, from where departure is possible with safe signals, or
2. If reversing is necessary to a disaster/obstruction on the upcoming route section.

Also in case of these exceptions, reversing is exclusively possible following notification to traffic control.

2.5 Rust-clearance

The corrosion of rails impacts upon the reliable operation of the train detection system. With a view to preventing this, trains are designated by the network manager for the purposes of rust clearance, which apply the working method below.

- The network manager will indicate which tracks and infrastructural elements need to be kept permanently available for the purposes of intervention.
- The network manager will from the traffic control offices monitor the regular rust-clearance running on these tracks and infrastructural elements. Records are also kept of this.
- The designation of rust-clearance trains is not carried out according to plan, but is established by the network manager during the intervention phase, following consultation with the transport operator(s) involved (sort of train, current traffic handling circumstances, etc.).
- Railway undertakings accept that their trains may be directed to a limited degree along uncustomary routes, and that they may have to run according to instructions in the event that the time since the previous use of a particular route exceeds the standard value.
- The network manager will strive to avoid designating passenger trains for rust clearance during peak hours.
- The Network Manager strives to avoid wherever possible the performance of rust clearance running with freight trains heavier than 3,000 tons and with freight trains carrying substance Class A (liquefied flammable gasses, number code 23 in the GEVI code).

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98 See Network Statement Chapter 2.8
99 See Network Statement Chapter 4.8.7.
3 Safety and the environment

3.1 Rules of cooperation
In terms of agreements concerning the provision of information within the context of the application for, changes to and/or the operation of an environmental permit, the railway undertaking is expected to 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 in question. This includes the use of (cleaning) systems and workshops, loading & unloading facilities, the storage of (environmentally) hazardous substances, maintenance operations on rolling stock, etc.; activities for which a permit is required.

3.2 Provision of information
The railway undertaking will provide the network manager with the information below.

- The noise emission data of railway vehicles for passenger transport and locomotives as described in Section 3 of Appendix 8 to the Network Statement
- The noise emission data of train traffic on route sections and railway yards as described in Sections 2.4 and 2.5 of Appendix 8 to the Network Statement.
- Information to support an opinion, notice of appeal, application for provisional measure following the receipt of a (preliminary) decision concerning an environmental permit.
- For those railway yards for which an environmental permits is issued that prescribes the reporting of the number of actions performed: a statement per prescribed reporting period of the number of actions prescribed under the environmental permit as performed on-site by the railway undertaking, as described in Sections 2.2 and 2.3 of Appendix 8 to the Network Statement.

3.3 Code of conduct
1. The railway undertaking is permitted to refuel at locations other than those stated in Article 12 of the General Terms & Conditions in the cases below.
   a. Self-propelled work trains, present and operational for the performance of work on the railways, which due to the nature of the work are unable to reach one of the sites designated by the network manager, as referred to in Article 12 of the General Terms & Conditions, including the situation of isolated operation.
   b. Non-self-propelled equipment, present and operational for the performance of work on the railways, which are used at a construction site.
   c. If the refuelling facilities where scheduled refuelling was to take place is defective or cannot be reached due to obstruction of the infrastructure.
2. Application of the exceptions is subject to the conditions below.
   a. The fuel tanks of the work trains and equipment must be fully filled before commencement of work with the work trains and equipment.
   b. The refuelling of equipment can take place either directly or indirectly in order to power a generator that provides the equipment with electricity.
   c. Refuelling at locations other than those referred to in Article12 of the General Terms & Conditions requires the presence of a combination of facilities and measures as stated in Chapter 3.3 of Appendix 1 in Section of the Netherlands Soil Protection Guideline (NRB) and/or the relevant provisions for temporary stationary systems and delivery units as stated in the PGS 30.
   d. Refuelling at a railway yard subject to an environmental permit must take place in accordance with the relevant provisions.

100 Being a facility as referred to in Article 1.1 Paragraph 3 of the Environmental Management Act in conjunction with Article 1.1 Paragraph 3 Environmental Permit (General Conditions) Act.
101 The publication NRB 2012 (Netherlands Soil Protection Guideline) is available for consultation on the website of Rijkswaterstaat.
102 The publication PGS 30 for liquid fuels – aboveground refuelling systems and delivery units is available for consultation on the website of PGS projectbureau.
### 3.4 Emergency repairs to railway vehicles on the main railway infrastructure

A safe run check to be carried out by the railway undertaking before the departure of train may uncover defects. These defects may give grounds for emergency on-site repairs. This concerns corrective measures to prevent the ascertained train defects from causing unsafe situations on the track.

Any necessary emergency repairs to railway vehicles may only be carried out on railway tracks designated by ProRail. Railway undertakings will hereby comply with the following conditions below.

1. The emergency repairs will be reported in accordance with the procedure below.
2. The emergency repairs will be carried out on the instructions of the railway undertaking by a firm in possession of an appropriate valid certification issued by the Transport Inspectorate.
3. The railway undertaking granting the instruction retains final responsibility for the performance of the emergency repairs.
4. The emergency repairs will be carried out within the restrictions of the current environmental permits.
5. Emergency repairs may not hinder the regular process (stabling, shunting, traffic and railway infrastructure maintenance).
6. Railway undertakings responsible for registration of the relevant wagons in IGS (hazardous substances) system.
7. Railway undertakings are responsible for shunting their wagons to and from the designated track, including the necessary movement of third-party wagons on that track.

#### Procedure

Emergency repairs will be performed in accordance with the procedure below.

- The railway undertaking will call the appropriate traffic controller with the request to take possession of the track for emergency repairs to rail vehicles.
- The railway undertaking will specify the relevant track number or the points numbers and the contact particulars of the maintenance firm (company name, designated engineer and his telephone number).
- The railway undertaking given an indication of the time required for emergency repairs.
- If the traffic controller agrees to the possession, the maintenance firm will place the fixed stop signal No. 513 or signal 512b (see Rail Traffic Regulations) and confirm this via the railway undertaking to the traffic controller.
- The Betuwe Line: the traffic controller will register in RMS the track occupation and the railway undertaking responsible for these railway vehicles.
- The traffic controller will confirm the taking into possession and report that he has taken safety measures to prevent traffic towards the track under possession.
- The maintenance firm will on relinquishment of the possession communicate via de railway undertaking that the sign No. 513 of or signal 512b has been removed.

### 3.5 Rail safety

#### 3.5.1 Planning

The railway undertaking will ensure that railway vehicles stabled on decommissioned tracks are removed before the start of the possession. Railway vehicles may only be left stabled on tracks under possession in the cases below.

- The network manager has indicated in RADAR/Btd-planner that such as possible in combination with the work to be carried out, and
- The railway undertaking has arranged in its safety management system that the measures agreed upon with the network manager through the Allocation Table are carried out when the railway vehicles are immobilised and cut off from tractive power supply, unless supplementary agreements have been laid down in writing in RADAR/Btd-planner. The agreed measures are communicated to the railway undertakings through the Allocation Table.
- If it is ascertained during the preliminary consultations that the organisation of supplementary stabiling capacity is required, the railway undertaking and the network manager will in consultation...
determine how and under which conditions supplementary stabilizing capacity with the correct functionality will be made available.

3.5.2 Use of drag shoes and stop blocks
The railway undertaking will use drag shoes exclusively for the braking and halting of railway vehicles during gravity or fly shunting. The railway undertaking will on completion of the gravity or fly shunting process remove all used drag shoes from the tracks. To prevent the drifting of stabled railway vehicles, use is made of the vehicle’s parking or hand brake. Wooden or plastic stop blocks may be used as an alternative.

3.5.3 Deployment of railway vehicles
Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees that all traction vehicles intended for structural deployment on route sections and railway yards with ATB-EG, are fitted with ATB-Vv. In those cases that a traction vehicle not fitted with ATB-Vv is deployed on route sections and railway yards with ATB-EG, the railway undertaking will analyse the associated risks and take the necessary risk mitigation measures. This analysis will be carried out in accordance with Implementing Regulation (EU) no. 402/2013 on the adoption of a common safety method on risk evaluation and assessment. Moreover, the parties will make additional arrangements regarding the exchange of (safety) information as referred to in Article 4 of Regulation (EC) no. 1078/2012.

3.5.4 Personnel operations
Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees personnel operations subject to the conditions below.
1. In 40 km/h areas and after passing a signal that prescribes a maximum speed of 40 km/h, the driver will – except in case of standstill - not use any means of communication other than the safety related communications with the traffic controller.
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. The network manager will strive to provide management and maintenance for safe use of the infrastructure and facilities, including stabling yards and railway yards.
4. The railway undertaking ensures that personnel will only be present on or along the railway tracks in a safe manner and will provide its personnel with the necessary training and/or instructions. The network manager will strive to provide easily accessible information on the location of the crossings, tunnels and traversers. The network manager will strive to also promptly provide information on the location of walkways.

3.5.5 Quality control 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.

3.5.6 Reduction of SPAD
Insofar as not agreed otherwise in the Access Agreement, the railway undertaking and ProRail will via the SPAD steering group coordinate their efforts aimed at reducing the number of SPAD incidents.

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104 Insofar as these shunting practices are permitted in the applicable local environmental permit.
4 Disasters and external safety

4.1 Disasters and train incidents

4.1.1 General responsibilities and agreements with railway undertakings

1. The network manager and the railway undertaking will maintain an operational, tactical and strategic on-duty organisation that is up-to-date, well-trained and accessible/available 24/7:
   a. In response to disasters.
   b. For the operational performance of prevention and preparation measures for disasters with a view to lowering the vulnerability of the rail sector (e.g., in case of increased risk of terrorism, snow/ice or other extreme weather conditions).

2. The railway undertaking will in consultation make personnel and equipment available for the disaster drills to be organised by the network manager, for which the latter can request infrastructural capacity in accordance with Chapter 3.5 of the Network Statement.

3. The railway undertaking and the network manager will agree on a consultation structure to coordinate matters at operational, tactical and strategic level.

4. The railway undertaking is responsible for providing the network manager with any information that could facilitate effective assistance in accordance with Article 4.2.3.7 of the TSI Operations and Traffic Control and Section 25 Rail Traffic Decree in relation to Article 4.2.2.7.2 of the TSI ‘Operations and Traffic Control’. Which information is required and how it will be provided is determining consultation with the network manager. Such will in any event include information:
   a. To prepare for disaster response:
      - the provision, free of charge, of technical rolling stock specifications or vehicle specific instructions, especially with a view to salvaging (of a stranded train) or rerailing of trains, and safe working in and around rolling stock.
      - Accessibility data.
      - The mutual coordination of plans.
   b. To evaluate a disaster.

5. In accordance with Article 13 of the General Terms & Conditions, the deployment costs of the response organisation charged to the party to which the deployment can be attributed. Costs in this respect are defined as the costs incurred by the response organisation in handling the disaster. Costs in this respect are defined as:
   a. Out of pocket costs (external costs incurred by the response organisation in handling the disaster, such as the deployment of equipment and/or personnel).
   b. Operating costs.
   c. Remuneration to personnel of the response organisation for deployment outside regular working hours (Monday - Friday from 09.00 to 17.00 hours).

4.1.2 Disaster handling

Scenarios

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

<table>
<thead>
<tr>
<th>Scenario number</th>
<th>Scenario category</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIS 1</td>
<td>Interruption train service, derailment without victims</td>
</tr>
<tr>
<td>TIS 2</td>
<td>Fire</td>
</tr>
<tr>
<td>TIS 3</td>
<td>Collision, crash and derailment with victims</td>
</tr>
<tr>
<td>TIS 4</td>
<td>Dangerous goods</td>
</tr>
<tr>
<td>TIS 5</td>
<td>Suspicious behaviour, suspicious items and bombs</td>
</tr>
</tbody>
</table>

The extensive train incident scenarios are available for consultation on the Transporters Portal of ProRail.

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105 See Network Statement Chapter 2.8 and 3.4.1.
106 This included in the individual disaster response agreements as an Appendix to the Access Agreement.
Subaspects

Disaster handling comprises 10 subaspects (disaster response processes). These subaspects are allocated to one or more parties. These parties appoint a subaspect leader for the relevant subaspect.

<table>
<thead>
<tr>
<th>No.</th>
<th>Subaspect</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General management and coordination</td>
<td>Responsibility of the network manager for the rail sector.</td>
</tr>
<tr>
<td>2</td>
<td>Alarm</td>
<td>The network manager determines the scenario, and issues an alarm call to the railway undertaking on the basis of the chosen scenario and the location of the disaster.</td>
</tr>
<tr>
<td>3</td>
<td>Information management</td>
<td>The network manager collects, structures and distributes information. The railway undertaking is responsible for the provision of information relevant to the incident handling.</td>
</tr>
<tr>
<td>4</td>
<td>Salvage and control</td>
<td>Responsibility of the public security, law and order services, who also have overall management from the perspective of this subaspect. The network manager has shared responsibility in this respect.</td>
</tr>
</tbody>
</table>
| 5   | Reception                                     | The railway undertaking is responsible for the reception of:  
a. Its personnel.  
b. Its goods or own passengers in train or at the station, and will make the necessary preparations in this respect. |
| 6   | Restoration of traffic function               | Responsibility of the network manager.                                        |
| 7   | Restoration of transport function             | The railway undertaking is responsible for restoration of the transport function and will make the necessary preparations in this respect. |
| 8   | Alternative transport                         | The railway undertaking is responsible for arranging alternative transport for passengers (in accordance with Article 16 Passenger Rights Regulation) and goods, both at the scene of the disaster and elsewhere, and will make the necessary preparations in this respect. |
| 9   | Clearing of tracks                            | Responsibility of the network manager. The railway undertaking is responsible for the:  
  - Safe rerailing and towing of its own rolling stock.  
  - Delivery within a reasonable time of specific tools and equipment if necessary.  
  - Performance of a follow-up procedure on the re-railed rolling stock after arrival at the destination track, or after takeover at the scene of the disaster. |
| 10  | Restoration of infrastructure                 | Responsibility of the network manager.                                        |
| 11  | Communications                                | The railway undertaking, acting within its own task assignment, is responsible for the communications regarding a disaster and will make the necessary preparations in this respect.  
The spokespersons of the relevant railway undertakings will coordinate their communications with the spokesperson of the network manager. In case of disasters whereby the public emergency services are involved, the authorities determine the public information policy as regards victims and public health. The railway undertaking is responsible for the:  
  - Provision of traffic information on the factual situation on the track, whereby the alarming of the various spokespersons is organised and the provision of information is coordinated.  
  - Provision of information on reception, alternative transport and restoration of the transport function.  
  - Spokesperson function during and after disasters and the required coordination with the authorities. |
| 12  | Investigation                                 | Responsibility of legally appointed investigative body and other parties if laid down in regulations or by agreement. |

The Rail Incident Management Manual (formerly Rail Emergency Plan) explains how the rail sector is organised as regards the handling of train incidents (available for consultation on the website of ProRail).
4.2 Provision of train composition data

4.2.1 Provision of information on freight trains
The railway undertaking is obliged to provide the network manager with train composition data before the departure of a freight train.

This obligation is applicable on:
- Initial departure on the railways managed by the network manager.
- Passage of the management boundary between a railway managed by the network manager and another railway (= border crossing).

The overview will be sent to the OVGS (Online registration system for the Transport of Dangerous Goods) no later than 5 minutes prior to the departure and 30 minutes before the passage of a management boundary with DB Netze of Infrabel, in accordance with the Provision of Load Specifications Manual.

The Provision of Load Specifications Manual is available for consultation on the Transporters Portal of ProRail.

4.2.2 Provision of information on sets of wagons or (a group of) opposite freight wagons at railway yards
The scheme below applies to all freight wagons and at all railway yards, insofar as not agreed otherwise in the Access Agreement.

The railway undertaking will provide the network manager with information on the position and (only in case of dangerous goods) the condition and type of load of freight wagon. The position of the wagon must be indicated by means of the rail number and the position of the wagon in relation to other freight wagons on that track. The railway undertaking is responsible for the accuracy, completeness and timeliness of its information.

As regards the performance of this obligation, ‘timely’ is understood to mean that the railway undertaking will register every movement and provide the information thereon within a timeframe of 5 minutes before and 5 minutes after the movement.

The network manager will provide the railway undertakings with the use of the IGS system for the registration and provision of information. The network manager assumes responsibility for the provision of information to public emergency services.

The procedure is further described in the document ‘Provision of Load Specifications Manual’, which is available for consultation on the Transporters Portal of ProRail.

4.2.3 Provision of train composition data for trains other than freight trains
The railway undertaking will provide the network manager with information on the train composition via the capacity request.

5 Operations

5.1 Procedure for the operation of infrastructural elements (including ERTMS)
All railway undertakings that have concluded an access agreement with the network manager shall take measures to ensure that the operation of infrastructural elements by their staff (authorised users) takes place in a judicious manner. The method of operation is laid down in user regulations. Railway undertakings should therefore ensure that their operational staff are both aware of and observe these user regulations. These user regulations are available for consultation on the Transporters Portal of ProRail. These apply, for example, to the use of equipment, such as 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.

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107 See Network Statement Chapter 2.6
The user regulations apply to both direct and indirect users, while they also comprise measures to guarantee the security and confidentiality of the specific information exchanged during the use of certain infrastructural elements.

5.2 Local operating rules
The network manager applies specific operating rules at regional level, with a view to promoting the safe and efficient handling of train traffic, while taking local circumstances into consideration. These local operating rules are bundled and available for consultation on the Transporters Portal of ProRail. Railway undertakings and the network manager will comply with these rules.

5.3 Operational chain cooperation rules
The operational chain cooperation rules concern agreements between the chain partners on the planning and performance of rail transport in direct relation to the Betuwe Line. These operational chain cooperation rules are available for consultation on the Transporters Portal of ProRail.

5.4 Provision of information
The railway undertaking will provide the network manager with information on passenger stock and locomotives required by the network manager for:
- Capacity allocation systems.
- Analysis of the tractive power supply system, as described in Section 3 of Appendix 9 to the Network Statement.

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108 See Network Statement Chapter 2.8
109 See Network Statement Chapter 2.8
110 See Appendix 22 to the Network Statement
111 See Network Statement Chapter 3.3.2.6.
Appendix 7  Transport and operating licences (Chapter 2.2.3)

Operating licences
On grounds of the Railways Act, only undertakings in possession of a valid operating licence can make use of the main railway network. 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.

<table>
<thead>
<tr>
<th>Type of operating licence</th>
<th>Applicable requirements in terms of:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>expertise requirements</td>
</tr>
<tr>
<td>operating licence in the sense of Directive 2012/34/EU, Chapter III</td>
<td>yes</td>
</tr>
<tr>
<td>Limited operating licence exclusively for:</td>
<td>yes</td>
</tr>
<tr>
<td>• local shunting activities, or</td>
<td></td>
</tr>
<tr>
<td>• undertaking own transport, or</td>
<td></td>
</tr>
<tr>
<td>• traffic participation without transport activities</td>
<td></td>
</tr>
<tr>
<td>Limited operating licence exclusively for:</td>
<td>no</td>
</tr>
<tr>
<td>• use of the main railway network exclusively for station facilities or exchange facilities in station, or</td>
<td></td>
</tr>
<tr>
<td>• use of the main railway network under possession with vehicles for performing work on or near the network</td>
<td></td>
</tr>
</tbody>
</table>

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. Due to the geographical position of the Netherlands, cross-border transport is limited to transport to/from other EU Member States.

a. Public passenger transport:
   - Public passenger transport with trains exclusively stopping at stations in the Netherlands:
     - Transport permit pursuant to Passenger Transport Act 2000, whereby the right to provide transport services is limited to the transport services described in the licence.
   - Public passenger transport with cross-border trains stopping at only one station in the Netherlands:
     - The railway undertaking must no later than 10 months before the start of the timetable year in which the transport will commence notify the Consumer & Market Authority (ACM) and ProRail of its intention to request capacity for transport this duty of notification also applies to changes in transport.
     - No licence requirement or obligation, no restrictions with regard to transport services.
   - Public passenger transport with cross-border trains stopping at multiple stations in the Netherlands:
     - The railway undertaking must no later than 10 months before the start of the timetable year in which the transport will commence notify the Consumer & Market Authority (ACM) and ProRail of its intention to request capacity for transport this duty of notification also applies to changes in transport.

112  Section 27 Paragraph 2a Railways Act
The Minister can restrict the requested passenger transport between stations in the Netherlands with a view to the financial interests of one of more holders of a transport licence and the available quality of transport services offered to passengers. Such a restriction can be imposed if the Consumer & Market Authority (ACM) at the request of a stakeholder has determined that the requested transport service does not primarily qualify as international transport and/or that the requested transport service impedes upon the economic balance of a transport licence awarded to a railway undertaking.

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  Reports (Chapter 2.9)

1 General

In order to comply with statutory obligations and to implement the management concession, ProRail draws up reports of noise emissions and the external safety risks related to use of the railway infrastructure. Railway undertakings must to this end provide ProRail with information relating to their operational activities. The required information is further described in Section 2 of this Appendix. To limit the administrative burden on railway undertakings, ProRail will in drawing up the reports make as much use as possible of information that has already been collected and stored in ProRail systems for other purposes. ProRail will only submit a separate supplementary request to the railway undertakings for provision of information that ProRail has not been able to collect itself.

ProRail will in all cases that concern reports prescribed by law, give railway undertakings an opportunity to correct or supplement any information that ProRail has collected as regards their operational activities. Railway undertakings that fail to make use of the opportunity to correct or supplement information within the set response time are deemed to have no objection against the indicated use of the information.

Section 3 of this Appendix describes the information on types of railway vehicles that railway undertakings must provide to ProRail.

2 Reports on external safety and noise emissions

The reporting obligations under which ProRail will request to the supplementary information from the railway undertakings 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)

2.1 External safety on route sections

In drawing up the annual report with regard to the external safety relating to the transport of shipments of dangerous goods on route sections, ProRail makes use of the information provided to ProRail by the railway undertakings via the OVGS system (online registration system for the transport of dangerous goods) as part of their obligations under Section 4 Rail Traffic Decree.

ProRail will in the future make use of classifications into risk categories in accordance with the RID system.

2.2 External safety on railway yards (standard situation)

Railway yards that according to current environmental permits are authorised to handle shipments of dangerous goods are subject to an annual reporting obligation. In drawing up these reports, ProRail uses information provided to ProRail via the OVGS system as part of their obligations under Section 16 Paragraph 1 Rail Traffic Decree.

ProRail will request railway undertakings to provide specific supplementary information regarding operations performed per railway yard per year:

- Shunting movements: the number of tank wagons/containers involved in shunting operations (separation/coupling of train sets, travel at railway yards).
- Loading/unloading: per railway yard, the number of tank wagons/containers that have been loaded/unloaded.
- Stabling: the number of wagons/containers stabled at railway yards.

The process below applies to requests for supplementary information.
ProRail will provide a railway undertakings that, according to the registrations in OVGS, had arrival and/or departure operations involving trains with wagons/containers loaded with dangerous goods with a specification of the number of loaded wagons/containers with dangerous goods forming part of their trains arriving at or departing from the railway yard in question. The railway undertaking is required - following any corrections or supplements - to complete the statement with information on the operations.

ProRail will in this statement make use of classifications into risk categories in accordance with the RID system.

The railway undertaking will organise its operating processes in such a manner that the requested information can be provided.

The railway undertaking will deliver this information within one month of ProRail making the statement available.

2.3 External safety on railway yards (exceptional situation)
The above regulation concerning the reporting of external safety at railway yards does not apply to those railway yards subject to an environmental permit that imposes more stringent reporting requirements. Further information on the obligations applicable at railway yards where a deviating report is prescribed is available on the Transporters Portal of ProRail.

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

2.5 Noise emissions by rail traffic (shunting) at railway yards (exceptional situation)
A specific reporting obligation is stated in the environmental permit for Oss – Elzenburg railway yard. The railway undertaking must keep records of all shunting movements.

3 Reports on passenger stock and locomotives
The reports on passenger stock and locomotives provided by the railway undertakings to ProRail will include the particulars of stock types that are being used for the first time on the infrastructure managed by ProRail, as well as the particulars of overhauled stock types of which the (original) particulars have changed.

The Transporters Portal of ProRail includes a format with a specification of the information to be provided. This website also offers a list of stock types on which ProRail already has the necessary particulars.

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.
2. Analysis of the tractive power supply system
   The tractive power supply system must be suitable for railway vehicles powered by electricity. To this end, analyses are carried out whereby the specifications of these railway vehicles are required.
3. Control of noise emissions
   When new or overhauled passenger stock locomotives are granted access to the main railway
network in the Netherlands, the railway undertakings operating this 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 2006.113

As regards passenger stock and locomotives used on railway and/or shunting yards, the emission data must be gathered and reported in accordance with the Measurement Protocol Railway Yards version 10-11-2005 drawn up by TNO on the instructions of ProRail.114 In deviation from the data to be provided as described in Chapter 7 of the Measurement Protocol Railway Yards, measurements are not required for the aspects ‘Braking to standstill’ and ‘Curve noise in points’. In deviation from the data to be provided as described in Chapter 7 of the Measurement Protocol Railway Yards, measurements are not required for the elements ‘Braking to standstill’ and ‘Curve noise in points’.

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113 Reference to this publication is made by Appendix IV of the Rail Traffic Noise Calculation & Measurement Regulations 2012.

114 This measurement protocol prescribes that the measurements comply with those stipulated in the Industrial Noise Measurement and Calculation Manual 1999, reference to which is made in the Rail Traffic Noise Calculation & Measurement Regulations 2012.
Appendix 9  Route sections with user restrictions (Chapter 3.4.1)

Stated in this appendix are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded. Additionally, the use of route sections may also be subject to other restrictions not stated in this appendix, such as speed restrictions or restrictions in choice of route, which are however not of an exhaustive nature. ProRail will on request provide railway undertakings with further information on all current functional/capacity restrictions on the use of route sections and railway yards.

<table>
<thead>
<tr>
<th>No.</th>
<th>Route section</th>
<th>Structure</th>
<th>User restriction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Riekerpolder connection -Hoofddorp</td>
<td>Schiphol tunnel</td>
<td>Local restriction on freight transport: freight transport not permitted, with the exception of work and maintenance trains required for management and maintenance in and around the Schiphol tunnel.</td>
</tr>
<tr>
<td>2</td>
<td>Den Haag Moerwijk - Delft connection</td>
<td>Tunnel Rijswijk</td>
<td>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.</td>
</tr>
<tr>
<td>3</td>
<td>Barendrecht connection – Kijfhoek</td>
<td>connection Noord freight tracks (BE, CE and DE) in underpass Barendrecht</td>
<td>Passenger transport is not permitted.</td>
</tr>
<tr>
<td>4</td>
<td>Valburg – Nijmegen Betuwe Line</td>
<td>Track in connecting curve near Elst richting Nijmegen (return)</td>
<td>Maximum train length including traction 513 m.</td>
</tr>
<tr>
<td>5</td>
<td>Rotterdam Lombardijen – Kijfhoek connection Noord</td>
<td>passenger tracks (HJ, JJ, KJ and LJ) in Barendrecht underpass</td>
<td>Tracks to be used exclusively by trains for: passenger transport transfer of empty passenger stock light engine runs transfer of maintenance machines (without freight wagons) measurement journeys work trains for local work</td>
</tr>
<tr>
<td>6</td>
<td>Wierden – Raalte</td>
<td>Tunnel Nijverdal</td>
<td>Local restriction on freight transport: freight transport not permitted, with the exception of trains for the management and maintenance of the Wierden route section – Raalte, including the supply and removal of required equipment and materials.</td>
</tr>
</tbody>
</table>
**Passenger transport restrictions**
The route sections below can be used for trains offering (private) passenger transport only after consultation 3.4.1 with ProRail.

<table>
<thead>
<tr>
<th>Railways between the locations</th>
<th>Railways at the following locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haren – Waterhuizen</td>
<td>Port of Amsterdam, Westelijk havengebied</td>
</tr>
<tr>
<td>Amersfoort – Leusden</td>
<td>Port of Amsterdam, Hemhaven</td>
</tr>
<tr>
<td>Nooitdorp – Leidschendam workshop</td>
<td>Port of Amsterdam, Houtrakpolder</td>
</tr>
<tr>
<td>Lage Zwaluwe – Moerdijk</td>
<td>Utrecht, Lage Weide industrial estate</td>
</tr>
<tr>
<td>Lage Zwaluwe – Oosterhout Weststad</td>
<td>Delfzijl, Havenschap main siding line</td>
</tr>
<tr>
<td>Lewedorp – Sloehaven</td>
<td>Dordrecht, Zeehaven</td>
</tr>
<tr>
<td>Terneuzen – Sas van Gent border</td>
<td>Dordrecht, De Staart</td>
</tr>
<tr>
<td>Terneuzen connection – Axel connection</td>
<td>Maastricht, Beatrixhaven</td>
</tr>
<tr>
<td>Sluiskij connection – Sluiskij</td>
<td>Roodeschool, Eemhaven</td>
</tr>
<tr>
<td>Weert – Budel border</td>
<td>Vlissingen, Sloehaven</td>
</tr>
<tr>
<td>Sittard – Born</td>
<td>Zwijndrecht, Groote Lindt</td>
</tr>
<tr>
<td>Maasvlakte – Kijfhoek (forming part of the Havenspoor Line)</td>
<td>Roosendaal, Industrial Estate</td>
</tr>
<tr>
<td>Kijfhoek – Zevenaar (A15 route section)</td>
<td>Alphen aan den Rijn, Rijnhaven industrial estate</td>
</tr>
<tr>
<td></td>
<td>Tilburg, De Loven</td>
</tr>
<tr>
<td></td>
<td>Hengelo, Zuid</td>
</tr>
<tr>
<td></td>
<td>Venlo, Tradeport</td>
</tr>
<tr>
<td></td>
<td>Almelo, Bedrijvenpark Twente</td>
</tr>
<tr>
<td></td>
<td>Arnhem, municipal main siding line</td>
</tr>
<tr>
<td></td>
<td>Oss Elzenburg</td>
</tr>
</tbody>
</table>

The (dis)embarking of passengers is not permitted on the railway yards on the Betuwe Line (A15 route section and Havenspoor Line).
Appendix 10   Infrastructure projects and studies (Chapter 3.7.2)

This appendix consists of three parts:

1. **Infrastructure projects**
   The infrastructure projects involve extensions or improvements of the infrastructure that are expected to become available for use in the period up to and including 2022. Column headers in the tables of the infrastructure projects have the meaning below.
   - **description**: list of projects sorted according to corridors
   - **realisation approval**: realisation budget made available
   - **planned date**: originally planned commissioning date (ready for operation)
   - **revised date**: if applicable, a revised planned commissioning date (ready for operation)
   - **commissioning feasibility**: the probability of realising the planned commissioning date, making use of the probability statuses below.
     - **Uncertain**: from 50% to 80%
     - **Probable**: from 80% to 95%
     - **Certain**: from 95%

2. **Infrastructure study projects**
   The infrastructure study projects are studies being or to be carried out by ProRail into infrastructural changes that are necessary to accommodate traffic development in the medium term (2017 – 2022), including within the framework of the Multi-year Programme on Infrastructure and Transport (MIRT) of the Ministry of Infrastructure and the Environment.

3. **Performance of capacity-enhancement plans**
   An overview per congestion statement on the manner of performance of the capacity-enhancement plans. Titles in the table have the meaning below.
   - **Bottleneck**: the cause of the congestion statement.
   - **Measure**: a description of the measure included in the capacity-enhancement plan.
   - **Status**: the project phase of the measure.
   - **Ready for operation**: the date on which the measure, according to current insight, is ready for operation.

   Where it is ascertained that the bottleneck is removed within a current project, the status and the ready for operation date are indicated for the project. The list states congestion statements and resulting measures until the measures are determined.
# Infrastructure projects

## List of planning dates function changes infrastructure projects to end 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Realisation approval</th>
<th>Planned date</th>
<th>Revised date</th>
<th>Commissioning feasibility</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Amsterdam - Den Haag - Rotterdam – Dordrecht</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoofddorp Midden, rationalisation and newbuild railway yard signals</td>
<td>No</td>
<td>New</td>
<td>2019-2020</td>
<td>Uncertain</td>
</tr>
<tr>
<td>Hoofddorp stabling yard, lengthening the current double set of points up to and including track 221 to increase robustness of reversing process</td>
<td>No</td>
<td>p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rotterdam Lombardijen, disconnect infrastructure from the power supply</td>
<td>Yes</td>
<td>Sep 2015</td>
<td>Dec 2015</td>
<td>Probable</td>
</tr>
<tr>
<td>Rijswijk - Delft Zuid PHS, 4 tracks</td>
<td>No</td>
<td>IV 2021</td>
<td>2023</td>
<td>Probable</td>
</tr>
<tr>
<td><strong>Amsterdam - Utrecht - Maastricht/Heerlen</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eindhoven, expand stabling capacity by 51 wagons module 4 (PHS)</td>
<td>Yes</td>
<td>I 2019</td>
<td></td>
<td>Probable</td>
</tr>
<tr>
<td>Eindhoven, expand stabling capacity passenger rolling stock by 35 wagons (Module 1, Quick Win)</td>
<td>Yes</td>
<td>II 2019</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td>Free flow Station Utrecht Total DSSU (PHS)</td>
<td>Yes</td>
<td>Dec 2016</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td>Geldermalsen, access Merwede Linge Line</td>
<td>Yes</td>
<td>2021</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td>VleuGel, Utrecht Centraal - Utrecht Lunetten (4 tracks)</td>
<td>Yes</td>
<td>Dec 2016</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td>VleuGel, Utrecht Lunetten – Houten (4 tracks)</td>
<td>Yes</td>
<td>Dec 2016</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td>VleuGel, raise speed from 60 km/h to 80 km/h</td>
<td>Yes</td>
<td>Dec 2016</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td>VleuGel; Utrecht (Amsterdam Rijnkanaal) - Utrecht Centraal (4 tracks)</td>
<td>Yes</td>
<td>IV 2018</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td><strong>Amsterdam/Schiphol - Den Helder</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alkmaar stabling and service capacity</td>
<td>Yes</td>
<td>Sep 2016</td>
<td>Oct 2016</td>
<td>Certain</td>
</tr>
<tr>
<td><strong>Amsterdam/Amersfoort - Zwolle – Groningen</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diemen, (2nd phase) switches and reversing facility</td>
<td>No</td>
<td>p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoogeveen, speed increase</td>
<td>No</td>
<td>2019</td>
<td></td>
<td>Probable</td>
</tr>
<tr>
<td>Utrecht - Harderwijk (return), signal optimisation</td>
<td>Yes</td>
<td>I 2017</td>
<td>II 2017</td>
<td>Probable</td>
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<tr>
<td>Zwolle, realise simultaneousness around Zwolle railway yard by adjusting tracks and points</td>
<td>Yes</td>
<td>IV 2017</td>
<td></td>
<td>Certain</td>
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<tr>
<td>Groningen Spoorzone</td>
<td>No</td>
<td>2020</td>
<td></td>
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<tr>
<td>Tracks in Assen</td>
<td>Yes</td>
<td>Aug 2016</td>
<td>Apr 2017</td>
<td>Uncertain</td>
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<tr>
<td><strong>Utrecht - Arnhem - Zevenaar</strong></td>
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<tr>
<td>Bunnik, cancel level crossing by means of tunnels (Tunnel 1)</td>
<td>Yes</td>
<td>Dec 2015</td>
<td></td>
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<tr>
<td>Bunnik, cancel level crossing by means of tunnels (Tunnel 2 + cancel level crossing)</td>
<td>Yes</td>
<td>Dec 2015</td>
<td></td>
<td>Certain</td>
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<tr>
<td>Zevenaar level crossing Kerk- &amp; Molenastraat increase safety owing to future expansion of train service (International train Arnhem - Emmerich - Düsseldorf the 'RB 35')</td>
<td>No</td>
<td>IV 2016</td>
<td></td>
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<tr>
<td>Spoorzone Ede, remove tracks to the south of approach points tracks 824 and 2</td>
<td>No</td>
<td>2018</td>
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<tr>
<td>Spoorzone Ede, extra side platform (PHS)</td>
<td>No</td>
<td>2019</td>
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<tr>
<td>Spoorzone Ede, eastern tunnel, western tunnel, track and platform layout completed</td>
<td>No</td>
<td>2020</td>
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<td>Certain</td>
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<tr>
<td>Driebergen-Zeist, realise reversing facility, extra overtaking track and cancel 2 level crossings (4 tracks)</td>
<td>Yes</td>
<td>2020</td>
<td></td>
<td>Probable</td>
</tr>
<tr>
<td>Description</td>
<td>Realisation approval</td>
<td>Planned date</td>
<td>Revised date</td>
<td>Commissioning feasibility</td>
</tr>
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<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>Maarsbergen, cancel N226 level crossing by means of tunnel</td>
<td>Yes</td>
<td>2021</td>
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<tr>
<td><strong>SAAL corridor</strong></td>
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<tr>
<td>OV SAAL KT cluster A - Almere Centrum; reversing tracks &amp; faster points</td>
<td>Yes</td>
<td>Dec 2016</td>
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<tr>
<td>Cluster C: Riekerpolder; flyover</td>
<td>Yes</td>
<td>Dec 2016</td>
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<tr>
<td>Cluster C: Riekerpolder-Amsterdam Zuid; 4 tracks</td>
<td>Yes</td>
<td>Dec 2016</td>
<td>Certain</td>
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<tr>
<td>Cluster C: Amsterdam Zuid-Utrechtboog; 4 tracks</td>
<td>Yes</td>
<td>Dec 2016</td>
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<tr>
<td>SAA Diemen, restore high-speed points (Phase 3)</td>
<td>Yes</td>
<td>II 2017</td>
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<tr>
<td><strong>High Frequency Rail Transport Programme (PHS)</strong></td>
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<td>Amsterdam CS, decommission dual track rail courses</td>
<td>No</td>
<td>2020</td>
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<tr>
<td>Amsterdam Westhaven, storage yard passenger rolling stock 125 wagons.</td>
<td>No</td>
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<td>p.m.</td>
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<td>Uitgeest, stabilising capacity</td>
<td>No</td>
<td>p.m.</td>
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<td>Amsterdam - Alkmaar, suitable for 6/6</td>
<td>No</td>
<td>p.m.</td>
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<td>Breukelen, signal optimisation</td>
<td>No</td>
<td>p.m.</td>
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<td>Utrecht - 's-Hertogenbosch, integral signal consolidation</td>
<td>No</td>
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<td>'s-Hertogenbosch-Vught, 4 tracks and flyover, decommission 1 track</td>
<td>No</td>
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<td>Arnhem-Nijmegen, signal optimisation</td>
<td>No</td>
<td>2022</td>
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<tr>
<td>Rhenen, extra platform track</td>
<td>No</td>
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<td><strong>Stations and station modifications</strong></td>
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<td>NSP Utrecht</td>
<td>Yes</td>
<td>Sep 2016</td>
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<tr>
<td>Den Haag CS, conversion railway yard, recommission tracks 11 and 12 again</td>
<td>No</td>
<td>p.m.</td>
<td>2020</td>
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<tr>
<td>suitable for heavy-rail</td>
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<td>Den Haag CS, conversion railway yard</td>
<td>No</td>
<td>p.m.</td>
<td>2021</td>
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<td>NSP Arnhem (transfer hall) (OVT phase 2)</td>
<td>Yes</td>
<td>Sep 2015</td>
<td>Nov 2015</td>
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<td>NSP Breda</td>
<td>Yes</td>
<td>III 2016</td>
<td>Certain</td>
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<tr>
<td>NSP Breda, recommission track 2</td>
<td>Yes</td>
<td>Apr 2016</td>
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<td>NSP Breda, recommission track 3</td>
<td>Yes</td>
<td>Apr 2016</td>
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<td>NSP Breda, recommission track 4</td>
<td>Yes</td>
<td>Apr 2016</td>
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<td>NSP Breda, decommission track 5</td>
<td>Yes</td>
<td>Apr 2016</td>
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<td>NSP Breda, decommission track 6</td>
<td>Yes</td>
<td>Apr 2016</td>
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<td>NSP Breda, decommission track 7</td>
<td>Yes</td>
<td>May 2016</td>
<td>Certain</td>
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<tr>
<td>NSP Breda, recommission track 5</td>
<td>Yes</td>
<td>May 2016</td>
<td>Certain</td>
<td></td>
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<tr>
<td>NSP Breda, recommission track 6</td>
<td>Yes</td>
<td>May 2016</td>
<td>Certain</td>
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<tr>
<td>NSP Breda, recommission track 7</td>
<td>Yes</td>
<td>July 2016</td>
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<tr>
<td>NSP Breda, decommission track 8</td>
<td>Yes</td>
<td>May 2016</td>
<td>Certain</td>
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<tr>
<td>NSP Breda, decommission track 8</td>
<td>Yes</td>
<td>July 2016</td>
<td>Certain</td>
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<tr>
<td>Station Tilburg (incl. broadening platform tunnel)</td>
<td>Yes</td>
<td>July 2016</td>
<td>Certain</td>
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<tr>
<td>Eindhoven transfer bottleneck</td>
<td>Yes</td>
<td>July 2016</td>
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<tr>
<td><strong>New stops</strong></td>
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<tr>
<td>Leeuwarden Werpsterhoek, new stop</td>
<td>No</td>
<td>p.m.</td>
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<tr>
<td>Maas Line (Nijmegen - Roermond), stop Grubbenvorst</td>
<td>No</td>
<td>p.m.</td>
<td>IV 2020</td>
<td>Certain</td>
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<tr>
<td>Zwolle Stadhazen, new stop</td>
<td>No</td>
<td>p.m.</td>
<td>IV 2017</td>
<td>Probable</td>
</tr>
<tr>
<td>Vleugel: Vaartse Rijn, new stop</td>
<td>Yes</td>
<td>Dec 2016</td>
<td>Certain</td>
<td></td>
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<tr>
<td>Station Bleiswijk-Zoetermeer</td>
<td>No</td>
<td>IV 2018</td>
<td>Probable</td>
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<tr>
<td><strong>Other projects, etc.</strong></td>
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</table>
## List of planning dates function changes infrastructure projects to end 2022

<table>
<thead>
<tr>
<th>Description</th>
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<th>Revised date</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Arnhem Berg, remote local signal controls in locally controlled area</td>
<td>No</td>
<td>IV 2016</td>
<td>I 2017</td>
<td>Probable</td>
</tr>
<tr>
<td>Calandbrug replace/renew</td>
<td>No</td>
<td>2021</td>
<td>Certain</td>
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<tr>
<td>Delfzijl, remove railway yard</td>
<td>No</td>
<td>I 2017</td>
<td>Sep 2017</td>
<td>Probable</td>
</tr>
<tr>
<td>Doetinchem, remove track 1 (823), remove abandoned sorting lines (821 and 822) and lay sorting line</td>
<td>Yes</td>
<td>Dec 2016</td>
<td>Certain</td>
<td></td>
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<tr>
<td>Dordrecht and Zwijndrecht, external safety measures</td>
<td>No</td>
<td>New</td>
<td>2016-2019</td>
<td>Uncertain</td>
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<tr>
<td>Elst, level crossing Rijksweg Noord block compaction to reduce disruptions</td>
<td>Yes</td>
<td>Dec 2016</td>
<td>Certain</td>
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<tr>
<td>Emmen, increase stabling capacity</td>
<td>No</td>
<td>p.m.</td>
<td></td>
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<tr>
<td>Goes, remove scissors crossover and replace with 1 connecting track 1:15</td>
<td>No</td>
<td>IV 2017</td>
<td>Certain</td>
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<tr>
<td>Landgraaf - Herzogenrath (border), electrification of route section</td>
<td>No</td>
<td>IV 2017</td>
<td>Certain</td>
<td></td>
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<tr>
<td>Leeuwarden, realise simultaneousness railway yard</td>
<td>No</td>
<td>2017</td>
<td>2018-2019</td>
<td>Uncertain</td>
</tr>
<tr>
<td>Maastricht Noord, station expansion (2nd phase): service Sittard - Maastricht</td>
<td>No</td>
<td>2018</td>
<td>Certain</td>
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<tr>
<td>Maastricht-Visé installation ERTMS Level 1</td>
<td>No</td>
<td>New</td>
<td>II 2018</td>
<td>Uncertain</td>
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<tr>
<td>Meteren, adjust Southeast curve to facilitate longer freight train</td>
<td>No</td>
<td>Dec 2015</td>
<td>May 2016</td>
<td>Probable</td>
</tr>
<tr>
<td>Naarden-Bussum, speed increase from 80 km/h to 130 km/h</td>
<td>Yes</td>
<td>III 2017</td>
<td>Certain</td>
<td></td>
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<tr>
<td>Nijmegen, noise reduction measures</td>
<td>Yes</td>
<td>Dec 2015</td>
<td>Certain</td>
<td></td>
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<tr>
<td>Oisterwijk, construction platform tunnel, remove track 3 and points</td>
<td>No</td>
<td>IV 2017</td>
<td>Probable</td>
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<tr>
<td>Tilburg Loven electrification</td>
<td>Yes</td>
<td>Nov 2015</td>
<td>Dec 2015</td>
<td>Certain</td>
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<tr>
<td>Tilburg, 4th platform track</td>
<td>No</td>
<td>2023-2024</td>
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<tr>
<td>Venlo and Roermond, facilitate alternative platform tracks (psssl)</td>
<td>Yes</td>
<td>New</td>
<td>Apr 2016</td>
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<tr>
<td>Watergraafsmeer, noise reduction measures</td>
<td>No</td>
<td>2017</td>
<td>p.m.</td>
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<tr>
<td>Zutphen, redevelopment Het Plein</td>
<td>Yes</td>
<td>Dec 2016</td>
<td>Certain</td>
<td></td>
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<tr>
<td>Zutphen-Vorden, speed increase from 120 km/h to 140/140 km/h</td>
<td>Yes</td>
<td>Nov 2016</td>
<td>Certain</td>
<td></td>
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<tr>
<td>Zwolle - Herfte, resolve stabiling capacity bottleneck in Zwolle</td>
<td>No</td>
<td>2019</td>
<td>Certain</td>
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<tr>
<td>Zwolle - Herfte, resolve track capacity bottleneck (track doubling Zwolle Herfte)</td>
<td>No</td>
<td>2021</td>
<td>Certain</td>
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<tr>
<td>KAN: Elst, provide Aamsestraat underpass with access to platforms</td>
<td>Yes</td>
<td>Dec 2016</td>
<td>Certain</td>
<td></td>
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<tr>
<td>Venlo Greenpoort Noord, connection Rail Terminal</td>
<td>No</td>
<td>2018</td>
<td>Uncertain</td>
<td></td>
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<tr>
<td>Venlo, expansion existing ATBvv and Indusi/PZB at railway yards to increase train path and local train handling capacity</td>
<td>Yes</td>
<td>Apr 2016</td>
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<tr>
<td>Bicycle parking NW and SE Amsterdam CS, capacity 2900</td>
<td>Yes</td>
<td>I 2017</td>
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<tr>
<td>Watergraafsmeer, electrification of tracks and laying of cleaning platform for extra stabiling and cleaning capacity for approx. 24 wagons</td>
<td>No</td>
<td>II 2018</td>
<td>Certain</td>
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</tbody>
</table>

**Regionet**

Beervenwijk, reversing track from Haarlem direction to 750m and extra railway siding | Yes | Dec 2016 | Uncertain |

**Regional lines**
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<table>
<thead>
<tr>
<th>Description</th>
<th>Realisation approval</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Almelo-Mariënberg, extend train service to Hardenberg, close Geerdijk, extend bay platform at Almelo and railway siding in Mariënberg.</td>
<td>Yes</td>
<td>Jun 2016</td>
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<td>Certain</td>
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<tr>
<td>Almelo-Mariënberg, reduction of runtime, travel time, and number of points</td>
<td>Yes</td>
<td>Jun 2016</td>
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<tr>
<td>Beesd, island platform to side platform</td>
<td>No</td>
<td>p.m.</td>
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<tr>
<td>Coevorden remove tracks 554 and 555</td>
<td>No</td>
<td>IV 2017</td>
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<tr>
<td>Emmen Zuid: track-doubling + 2nd platform</td>
<td>No</td>
<td>IV 2017</td>
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<tr>
<td>Friesland, intervention facilities Arriva Article 9 (location Sneek)</td>
<td>Yes</td>
<td>Jun 2016</td>
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<tr>
<td>Gouda - Alphen, HOV stop Boskoop Snijdelwijk and reversing facility</td>
<td>No</td>
<td>Dec 2016</td>
<td>July 2017</td>
<td>Uncertain</td>
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<tr>
<td>Gouda Alphen, HOV stop Waddinxveen Zuid</td>
<td>No</td>
<td>Dec 2017</td>
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<tr>
<td>Groningen-Nieuweschans, speed increase from 100 km/h to 120/140 km/h</td>
<td>No</td>
<td>II 2018</td>
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<td>Probable</td>
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<tr>
<td>Leiden - Utrecht, HQPT</td>
<td>No</td>
<td>IV 2020</td>
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<tr>
<td>Maas Line (Nijmegen - Roermond), electrification</td>
<td>No</td>
<td>p.m.</td>
<td>IV 2020</td>
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<td>Maas Line (Nijmegen - Roermond), partial track doubling and curve adjustments (speed measure)</td>
<td>No</td>
<td>p.m.</td>
<td>IV 2020</td>
<td>Certain</td>
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<tr>
<td>Roodeschool - Eemshaven, new railway line including new stops Roodeschool and Eemshaven</td>
<td>No</td>
<td>III 2017</td>
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<td>Vallei Line, RMCA follow-up phase measures to increase robustness (RMCA)</td>
<td>No</td>
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<tr>
<td>Vallei Line, measures to increase robustness</td>
<td>Yes</td>
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<tr>
<td>Zevenaar - Didam, track doubling and speed increase Zevenaar-Wehl -&gt; 120 km/h</td>
<td>No</td>
<td>2018</td>
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<td>Zwolle-Wierden electrification</td>
<td>Yes</td>
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<td>Zwolle - Wierden, study extra train, speed increase Zwolle-Heino and Nijverdal-Wierden</td>
<td>No</td>
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<td>Zwolle-Kampen electrification</td>
<td>No</td>
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<tr>
<td>Coevorden, realisation holding track (connection Euroterminal)</td>
<td>Yes</td>
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<tr>
<td>Groningen - Leeuwarden, extra through train</td>
<td>No</td>
<td>IV 2018</td>
<td>IV 2019</td>
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</table>

### Freight

<table>
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</thead>
<tbody>
<tr>
<td>Maastricht Beatrixhaven, rail connections Steel Solutions</td>
<td>No</td>
<td>Dec 2015</td>
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<tr>
<td>Sittard-Geleen, realisation Southern rail connection Chemelot</td>
<td>No</td>
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<tr>
<td>Sneek, rail connection Friso Bouwgroep</td>
<td>No</td>
<td>p.m.</td>
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<tr>
<td>Hoekse Line: Realisation freight transfer track at Schiedam. Schiedam-Hoek van Holland converted to local tracks with direct connection to metro network for metro use with freight.</td>
<td>No</td>
<td>2017</td>
<td></td>
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<tr>
<td>Zevenaar step 2: replacement of 1500 V with 25kV South track</td>
<td>Yes</td>
<td>July 2016</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td>Zevenaar step 2: replacement of 1500 V with 25kV North track</td>
<td>Yes</td>
<td>Oct 2016</td>
<td></td>
<td>Certain</td>
</tr>
<tr>
<td>Zevenaar step 4a: connection 3rd track Zevenaar - Zevenaar border</td>
<td>Yes</td>
<td>Dec 2017</td>
<td>III 2018</td>
<td>Probable</td>
</tr>
<tr>
<td>Zevenaar step 4b: connection 3-tracks Germany to Dutch 3-track situation</td>
<td>Yes</td>
<td>2022</td>
<td></td>
<td>Probable</td>
</tr>
<tr>
<td>Zevenaar step 3: connection German ERTMS level baseline 3.2 Dutch ERTMS level 2 baseline 2.3.0.d</td>
<td>No</td>
<td>2022</td>
<td></td>
<td>Probable</td>
</tr>
<tr>
<td>Leusden, Pon Line realisation 3rd track at PON site</td>
<td>Yes</td>
<td>Dec 2016</td>
<td></td>
<td>Certain</td>
</tr>
</tbody>
</table>
List of planning dates function changes infrastructure projects to end 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Realisation approval</th>
<th>Planned date</th>
<th>Revised date</th>
<th>Commissioning feasibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Havenspoor Line, Waalhaven-Zuid restructuring railway yard for current and future process</td>
<td>No</td>
<td>2018</td>
<td>2020</td>
<td>Probable</td>
</tr>
<tr>
<td>Oss - Elzenburg, capacity increase</td>
<td>Yes</td>
<td>Apr 2016</td>
<td></td>
<td>Certain</td>
</tr>
</tbody>
</table>
2 Infrastructure study projects

ProRail makes an inventory of potential future capacity bottlenecks on the main railway infrastructure and performs studies that result in proposals to prevent congestion in the future. This activity ensues from the Management Concession, which states: 'Included under this care is the preparation and performance of the expansion of the main railway network which is closely related to the existing network infrastructure'\textsuperscript{115}.

\textit{MIRT studies}

For an overview of current studies commissioned by the Ministry of Infrastructure and the Environment within the framework of the Multi-year Programme on Infrastructure and Transport (MIRT), refer to the 2016 National Budget (MIRT, plan studies and realisation table).

\textit{High Frequency Rail Transport Programme (PHS)}

ProRail is developing plan detail studies for the High Frequency Rail Transport Programme, divided into six corridors

1. Alkmaar – Amsterdam
2. Amsterdam – Eindhoven
3. Schiphol – Nijmegen
4. Den Haag – Breda
5. Breda – Eindhoven

The High Frequency Rail Transport (PHS) Programme 'Doorstroomstation Utrecht' is under realisation.

\textit{Schiphol – Amsterdam – Almere – Lelystad (SAAL)}

High-frequency rail transport is also foreseen on the SAAL corridor: Schiphol – Lelystad. An amount of around € 1.42 billion is included for this in the Multi-Year Programme on Infrastructure and Transport (MIRT). Of this amount, € 225 million is reserved for the implementation of ERTMS on this corridor and approx. € 900 million is intended for a first package of capacity enlargement measures.

\textit{Long-Term Rail Agenda}

It was decided within the context of necessary cutbacks to the infrastructure fund to reschedule the PHS and SAAL programme. The timeframe is shifted from 2020 to 2028. Additionally, the Ministry of Infrastructure and the Environment is reserving extra funds for implementation of ERTMS, the programme for level crossings and potential bottlenecks not included in the PHS/SAAL programmes. Reconsideration by the ministry of existing and new projects/programs within the context of the Long-Term Rail Agenda should at the end of 2015 lead to decisions on what will and will not proceed.

\textit{ERTMS}

ProRail is currently in cooperation with NS and the Ministry of Infrastructure and the Environment working on the plan detailing of the Railmap ERTMS. In this phase, the ERTMS preference decision of April 2014 will be further detailed in preparation of final decision making. Based on the results of the plan detailing, the State Secretary for Infrastructure and the Environment can subsequently take the planned project decisions for rolling stock and infrastructure.

\textsuperscript{115} Section 2 Paragraph 3 Management Concession
## 3 Performance of capacity-enhancement plans

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Congestion statement 2011/02, Watergraafsmeer railway yard</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bottleneck:</em> The requested stabling capacity exceeds the available stabling capacity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The capacity-enhancement plan proposes the measures below.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ProRail is studying the possibility of by the end of 2015 delivering an additional 31 wagon units in stabling and service capacity by realising an alternative location for the Infratrack function and using the released space for extending the stabling and service capacity. The activities of ProRail AM at Watergraafsmeer will be inventoried and an alternative location will be realised where necessary.</td>
<td>Plan development</td>
<td>2017/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Congestion statement 2011/03, stabling capacity Hoofddorp railway yard</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bottleneck:</em> The requested stabling capacity exceeds the available stabling capacity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The capacity-enhancement plan proposes the measures below.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extension of track 211 for the realisation of 14 wagon units in stabling and service capacity.</td>
<td>Completed</td>
<td>4th quarter 2014</td>
</tr>
<tr>
<td>Realisation of ‘Hoofddorp stabling yard, expansion stabling capacity’ project</td>
<td>Project is on hold. Preferred variant was drawn up and submitted to the Ministry of Infrastructure and the Environment. Decision-making follows this autumn; the Ministry will consider the project in the context of the Long-Term Rail Agenda (LTSA).</td>
<td>Not yet known</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Congestion statement 2012/02, station Zevenaar</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bottleneck:</em> Both NS HiSpeed and Syntus want to make use of the same time slots on track 3 in Zevenaar.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capacity analysis shows that the current Robust Track project at Zevenaar-Didam already includes consultation with the transport operators aimed at finding a solution for the conflict that has led to the congestion statement. It has therefore been decided not to draw up a separate capacity analysis and capacity-enhancement plan. The capacity-enhancement plan therefore does not prescribe any measures to increase capacity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A solution for the bottleneck will be realised within the conversion of the Zevenaar railway yard (‘Zevenaar integral’ project).</td>
<td>Realised</td>
<td>3rd quarter 2015</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Congestion statement 2012/03, station Leeuwarden</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bottleneck:</em> NS Reizigers has requested capacity at track 3 for train servicing, Arriva has requested capacity at track 3 for its regular train service.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The capacity-enhancement plan concludes that a solution is being sought within the Robust Track project in Leeuwarden for the conflict that has led to the congestion statement. No financing has been found for this project. ProRail has taken the initiative towards realising the second solution of the capacity enhancement plan, namely simultaneousness of platform tracks 1 and 2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Realise simultaneousness for platform tracks 1 and 2.</td>
<td>Project will possibly be combined with modifications to improve the train service Sneek and Harlingen Haven</td>
<td>Not yet known</td>
</tr>
<tr>
<td>Measure</td>
<td>Status</td>
<td>Ready for operation</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td><strong>Congestion statement 2012/04, station Groningen</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottleneck: NS Reizigers has requested capacity at track 7a for train servicing, Arriva has requested capacity at track 7a for its regular train service.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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 Samenwerkingserverband 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The bottleneck is developed in project Groningen, Spoorknoopp.</td>
<td>Plan development</td>
<td>1st quarter 2018</td>
</tr>
<tr>
<td><strong>Congestion statement 2012/07, Nijmegen</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottleneck: The environmental permit provides insufficient noise capacity to perform the requested capacity in service processes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The capacity-enhancement plan states that a process has been initiated to request (an amendment to) the environmental permit. The requested capacity appears to fall within the noise capacity requested by ProRail.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application for (a revision of) the environmental permit</td>
<td>Permit has become irrevocable.</td>
<td>2015</td>
</tr>
<tr>
<td><strong>Congestion statement 2013/02, Operation Utrecht Leidsche Rijn</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottleneck: A 3rd and 4th Sprinter on Utrecht Centraal – Woerden has been requested for the 2013 timetable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The new Sprinter Utrecht Centraal – Woerden Molenvliet will run in 15-minute intervals with the Sprinter Utrecht Centraal – Den Haag Centraal. As the operation of Utrecht Leidsche Rijn by the Sprinter Utrecht Centraal – Den Haag Centraal leads to tightness in the timetable, a congestion statement has been drawn up.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Because: • there are options that must be realised in the timetable before 2018, • the Ministry of Infrastructure and the Environment has instructed ProRail to prepare an application for the capacity expansion (4 tracks) over the Amsterdam Rijnkanaal (one of the four solution variants, forecast completion end 2018, subject to change), no other infrastructure options were studied in the capacity analysis and, subsequently, presented for a capacity enhancement plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completion 4 tracks over Amsterdam Rijnkanaal.</td>
<td>Realisation started</td>
<td>End 2018</td>
</tr>
<tr>
<td><strong>Congestion statement 2013/03, route section Zwolle – Herfte connection</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottleneck: The congestion statement ensues from the capacity requests of Arriva (4x per hour per direction ZI-Cv), NS Reizigers (4x per hour per direction ZI-Gn and 2x per hour per direction ZI-Lw). The transport operators have indicated that all trains, with the exception of two trains ZI-Cv, must fall within the Zwolle node. It has proven not possible to allocate the requested capacity on this route section.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The capacity enhancement plan ascertains that a solution to this bottleneck is included in the development of the Zwolle Spoort project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zwolle Spoort project</td>
<td>Plan detailing has started</td>
<td>2021</td>
</tr>
</tbody>
</table>
**Congestion statement 2013/04, Arnhem - Zevenaar**

**Bottleneck:** The capacity problem consists of two elements:
1. The tight transfer connection in Arnhem between the regional trains to/from Doetinchem (Arriva/Hermes) and the IC 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 infrastructure. To resolve the capacity conflict between Arnhem and Zevenaar, ProRail advises track doubling on the Zevenaar – Didam route section and speed increase on the Zevenaar – Wehl route section. Consultations are currently underway between ProRail and regional licensing authorities on the financing of the measures.

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Track doubling Zevenaar - Didam</td>
<td>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 2nd quarter 2015.</td>
<td>Expected 2018/ 2019</td>
</tr>
<tr>
<td>Speed increase Zevenaar - Wehl</td>
<td>ditto</td>
<td>ditto</td>
</tr>
</tbody>
</table>

**Congestion statement 2013/06, South-east Curve Meteren Betuwe Route connection**

**Bottleneck:** The congestion statement ensues indirectly from the conversion work on the 's-Hertogenbosch – Oss route section carried out as part of the ’Sporen’ project in ’s-Hertogenbosch.

Only one track is available on this route section between ’s-Hertogenbosch and ’s-Hertogenbosch Oost during the building period June 2013 – June 2014, which is insufficient to facilitate all train paths requested by passenger and rail freight operators. Moreover, the freight corridors on the Nijmegen – Arnhem route section conflict with passenger trains that can longer be accepted owing to stricter supervision by the Transport Inspectorate. A solution is to lead (part of) the train paths for rail freight operators (especially the freight trains Roosendaal – ’s-Hertogenbosch – Emmerich) over the eastern Betuwe Route with use of the south-eastern connecting curves at Meteren. The train paths requested on the ’s-Hertogenbosch-Oss-Nijmegen route section by passenger transport operators can then, also during the building phase, remain conflict free with freight corridors. The south-eastern connecting curves at Meteren have, however, not been taken in use owing to the absence of a satisfactory and functional solution for running these curves without the risk of power and safety defects.

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission curved track after relocating AC welds on the Betuwe Route.</td>
<td>Plan development phase</td>
<td>2nd quarter 2016</td>
</tr>
</tbody>
</table>

**Congestion statement 2013/10, Zwolle railway yard**

**Bottleneck:** Intensification of the Arriva train service (Zwolle-Emmen) and NSR (Hanze Line) has led to insufficient capacity for stabling and the performance of necessary processes at the railway yard.

The detailing of the measures to resolve the capacity bottleneck at Zwolle will form part of the Zwolle Spoort project.

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>The detailing of the measures to resolve the capacity bottleneck at Zwolle will form part of the Zwolle Spoort project.</td>
<td>Plan development</td>
<td>2018 Commissioning is uncertain owing to environmental permit.</td>
</tr>
<tr>
<td>Measure</td>
<td>Status</td>
<td>Ready for operation</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td><strong>Congestion statement 2013/12, Railway yard ’s-Hertogenbosch</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottleneck: Restrictions resulting from the new layout of the railway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>yard have led to a shortage in stabling capacity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The available stabling and service capacity is currently 24 wagons.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The total projected stabling capacity is 29 wagons when tracks 740</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and 741 are available, excluding platform tracks. Owing to the layout</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of the railway yards, tracks 740 and 741 are only accessible from a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>limited number of platform tracks so that too many shunting movements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>are required in order to realise the shunting plan. The environmental</td>
<td></td>
<td></td>
</tr>
<tr>
<td>permit of the ’s-Hertogenbosch railway yard indicates that the</td>
<td></td>
<td></td>
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<tr>
<td>maximum noise level was already realised with the number of</td>
<td></td>
<td></td>
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<tr>
<td>shunting movements in 2012. Another problem is that the length of the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>existing 4 railway sidings and service tracks 819 to 822 is</td>
<td></td>
<td></td>
</tr>
<tr>
<td>inadequate for 10 SLT wagons, and no technical checks can be carried</td>
<td></td>
<td></td>
</tr>
<tr>
<td>out owing to the high service platforms.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Realisation of the solution variant 5A ‘restructuring railway</td>
<td>Completed</td>
<td>2015</td>
</tr>
<tr>
<td>sidings NE side’</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Congestion statement 2014/05, Dordrecht railway yard</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottleneck: The total of capacity requested for the stabling of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>rolling stock in Dordrecht exceeds the available capacity by 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(night-time stabling) and 24 wagon units (between peak hours),</td>
<td></td>
<td></td>
</tr>
<tr>
<td>respectively.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The improvement plan advises the Ministry of Infrastructure and the</td>
<td>Request to the Ministry of</td>
<td>Not yet known.</td>
</tr>
<tr>
<td>Environment to give an instruction for the plan development of Phase</td>
<td>Environment to reconsider</td>
<td></td>
</tr>
<tr>
<td>1 Dordrecht Vlaakweg for at least 32 wagon units.</td>
<td>decision DO PHS April 2013</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(‘on hold in anticipation of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the realignment of the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>investment agenda within the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>context of LTSA.1’) and to</td>
<td></td>
</tr>
<tr>
<td></td>
<td>give an instruction for the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>plan development of Dordrecht</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vlaakweg Stabling Yard,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>aimed at realisation in two</td>
<td></td>
</tr>
<tr>
<td></td>
<td>phases.</td>
<td></td>
</tr>
<tr>
<td>**Congestion statement 2014/06, Shunting movements to and from</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arnhem Berg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottleneck: In view of the basic track layout of station Arnhem,</td>
<td></td>
<td></td>
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<tr>
<td>whereby the train service of Arriva and Breng reverses on track 6B,</td>
<td></td>
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<tr>
<td>it has appeared that no structural conflict-free shunting movement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>is possible between track 6B and Arnhem Berg without adjustment to the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>desired train services on tracks 7 to 11. Moreover, the transfer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>track 27 is so short that the shunting sets of wagons remain in the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>points. The largest bottleneck arises during the morning peak times</td>
<td></td>
<td></td>
</tr>
<tr>
<td>between 7.45 and 9.15 hours, when an international train runs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>roughly every fifteen minutes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Realisation of the solution variant ‘Install LWA (remote</td>
<td>Project has started.</td>
<td>End 2016</td>
</tr>
<tr>
<td>operation of local points) on NCBG (locally controlled area)’ via a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>yet to be initiated newbuild project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Realisation of the solution variant ‘Avoid extra shunting</td>
<td>Project is ongoing.</td>
<td>Modernisation</td>
</tr>
<tr>
<td>movements’ via the Railway Yards Upgrade project (R-464700).</td>
<td></td>
<td>completed Q4 2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Function changes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(adjust walkways and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>lay service paths)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not yet known.</td>
</tr>
<tr>
<td>Measure</td>
<td>Status</td>
<td>Ready for operation</td>
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<tr>
<td>------------------------------------------------------------------------</td>
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</tr>
<tr>
<td><strong>Congestion statement 2014/06, Sloe railway yard</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bottleneck:</em> 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make better agreements between ProRail Capacity Allocation, ProRail Traffic Control and transport operators, including about timetables and performance of local processes.</td>
<td>Improvements are being implemented.</td>
<td>2015</td>
</tr>
<tr>
<td>Improved management by ProRail Traffic Control. For this, Traffic Control must be provided with a support system to enable the drawing up of operational day-to-day schedules, improved compliance and imposing of sanctions, it necessary.</td>
<td>Improvements are being implemented.</td>
<td>2015</td>
</tr>
<tr>
<td>It is advised to initiate a plan study into possible electrification of tracks to Sloe. ProRail will propose this to the Ministry of Infrastructure and the Environment within the context of the High Frequency Rail Transport Programme (PHS),</td>
<td>within the context of which ProRail has drawn up a preferred alternative memo and submitted this for decision making.</td>
<td>Not yet known</td>
</tr>
<tr>
<td><strong>Congestion statement 2014/07, route section Groningen - Zwolle</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bottleneck:</em> The freight path characteristics make it impossible to run a freight train between the InterCity trains and Sprinters, which operate on a half hourly schedule between Groningen and Zwolle, without a non-commercial stop in Hoogeveen from Onnen to Zwolle without affecting the half hourly schedule for passengers by ten minutes. If a non-commercial stop is requested, then overtaking of the freight train by the IC in Hoogeveen is the only option. This subjects the freight train to a length restriction of 580m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Combination solution consisting of a running time reduction by replacing two 1:09 points with 1:15 points and interval time reduction by adjusting the signal position. The measure is effective after delivery of relevant infrastructural projects at Assen, Hoogeveen and Zwolle.</td>
<td>Project has started.</td>
<td>2nd quarter 2018</td>
</tr>
<tr>
<td><strong>Congestion statement 2015/01, Rotterdam - Dordrecht</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bottleneck:</em> The laying of the Third Track between Zevenaar Oost and Oberhausen will during multiple extended periods from 2015 until the end of 2022 lead to reduced capacity on the Zevenaar Oost – Emmerich route section.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This means that part of the freight transport that would normally use the Betuwe Line will be detoured via the Brabant route and the Rotterdam-Gouda-Utrecht-Eindhoven-Venlo route. The increase in freight transport on the Rotterdam – Dordrecht route means that more maintenance is required to keep this route safely runnable. In order to maintain all infrastructure on this route section, simultaneous possession of all 4 tracks is necessary. During the 2015 timetable, this will happen once every 2 weeks, in the night from Sunday to Monday, during a period of 4 hours. NSR will as a result have to stop its train service earlier or start it up later, at the expense of a train Rotterdam – Dordrecht and a train Dordrecht – Rotterdam.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The solution of the bottleneck at Rotterdam – Dordrecht can, in view of its temporary nature, only be found in a certain allocation of capacity. This consideration is made annually during the annual timetable process. Expansion of the infrastructure will resolve the bottleneck in the future.</td>
<td>No measures result from the capacity enhancement plan.</td>
<td>Not applicable.</td>
</tr>
<tr>
<td><strong>Congestion statement 2015/02, Boxtel - Utrecht route</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Bottleneck:</em> No freight trains can run on the Boxtel – Utrecht route when a double track maintenance roster of 4hours is planned.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure</td>
<td>Status</td>
<td>Ready for operation</td>
</tr>
<tr>
<td>---------</td>
<td>--------</td>
<td>---------------------</td>
</tr>
<tr>
<td>A solution of the bottleneck Boxtel – Utrecht can be found in a certain allocation of capacity. This consideration is made annually during the annual timetable process. Expansion of the infrastructure is not proportionate to the bottleneck.</td>
<td>No measures result from the capacity enhancement plan.</td>
<td>Not applicable.</td>
</tr>
</tbody>
</table>

**Congestion statement 2015/03, Almelo – Hengelo (including Hengelo railway yard)**

**Bottleneck:** If the IC Berlin runs, the sprinter Apeldoorn–Enschede is held back (is in the 2014 timetable overtaken by the IC Berlin at Rijssen). This causes conflicts between the freight path and the changed sprinter: insufficient time for a freight path between the changed sprinter and next IC.

Extend solution in 2015 timetable to 2016 and further. Although this solution does not resolve the conflict, it does minimise the social costs. | This concerns a logistics measure that can be implemented immediately. | Not applicable. |

Accommodate freight in 2017 Timetable and further years (pre-PHS). In concrete terms, this involves awaiting the outcome of the pre-PHS study. | Measure does not involve infrastructural change, plan detailing or realisation of new infrastructure. | Not applicable. |

**Congestion statement 2015/04, MerwedeLinge Line**

**Bottleneck:** The train service on the MerwedeLinge Line ends on weekdays at 02:03 and restarts at 04:41. This provides a train free period of 2 hours and 38 minutes. In order to maintain the track of the MerwedeLinge Line, a longer maintenance period is required at least 2x per 4 weeks to perform all necessary work (1x 4 hours, 1x 5.5 hours).

The solution of the bottleneck at MerwedeLinge Line can, in view of its nature, only be found in a certain allocation of capacity. This consideration is made annually during the annual timetable process. Expansion of the infrastructure is not proportionate to the bottleneck. | No measures result from the capacity enhancement plan. | Not applicable. |

**Congestion statement 2015/05, Groningen - Roodeschool**

**Bottleneck:** The train service on the route section between Groningen and Roodeschool ends all days at 01:55 and starts all days, except Sunday, at 05:06 (at 06:18 on Sunday). This provides a train free period of 3 hours and 11 minutes (Saturday to Sunday 4 hours and 23 minutes). In order to maintain the track between Groningen and Roodeschool, a maintenance period of 4 hours is required 6x per year during a night other than metallic.

The solution of the bottleneck at Groningen - Roodeschool route section can, in view of its nature, only be found in a certain allocation of capacity. This consideration is made annually during the annual timetable process. Expansion of the infrastructure is not proportionate to the bottleneck. | No measures result from the capacity enhancement plan. | Not applicable. |

**Congestion statement 2015/04, MerwedeLinge Line**

**Bottleneck:** The train service on the MerwedeLinge Line ends on weekdays at 02:03 and restarts at 04:41. This provides a train free period of 2 hours and 38 minutes. In order to maintain the track of the MerwedeLinge Line, a longer maintenance period is required at least 2x per 4 weeks to perform all necessary work (1x 4 hours, 1x 5.5 hours).

The solution of the bottleneck at MerwedeLinge Line can, in view of its nature, only be found in a certain allocation of capacity. This consideration is made annually during the annual timetable process. Expansion of the infrastructure is not proportionate to the bottleneck. | No measures result from the capacity enhancement plan. | Not applicable. |

**Congestion statement 2010 tracks 791 and 792 on Maasvlakte Oost**

**Bottleneck:** Tracks 791 and 792

The congestion statement of tracks 791 and 792 was based on the use of the tracks in combination with the EMO and Kramer forecasts for 2015 and 2020. The Kramer terminal is currently no longer served by trains. As a result the bottleneck has lapsed. Further measures are not required.

Bottleneck resolved following withdrawal of railway traffic from the Kramer terminal on the Maasvlakte. | Not applicable. | Not applicable. |
### Congestion statement 2009 (2010 Timetable), entire Waalhaven Zuid railway yard

**Bottleneck:** Stabling yard for locomotives, points 207 a/b – 211 a/b (scissor points RSC), Entire railway yard

Following the congestion statement, a master plan was drawn up in 2010 besides the capacity analysis and enhancement plan. In 2013, a budget became available to start on the plan study. Expectations are that the first phase of measures will be delivered around 2020.

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan study started</td>
<td>Plan development</td>
<td>around 2020</td>
</tr>
</tbody>
</table>

### Congestion statement Maasvlakte Oost - 2010 Timetable

**Bottleneck:** During the allocation consultation process, no consensus was reached between DB Schenker Rail Nederland N.V., ACTS Nederland B.V. and Keyrail B.V. as the capacity allocated. The aforementioned railway undertakings could not be provided with a suitable alternative for the stabling of locomotives at Maasvlakte Oost.

<table>
<thead>
<tr>
<th>Measure</th>
<th>Status</th>
<th>Ready for operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maasvlakte Oost, capacity enhancement (create 5 locomotive stabling positions).</td>
<td>plan development</td>
<td>2nd or 3rd quarter 2016</td>
</tr>
</tbody>
</table>
Appendix 11  Information on secondary railways (Chapter 3.2.1)

Railways falling under the Special Railways Decree
ProRail manages the following decommissioned railway lines which fall under the Special Railways Decree
- Roermond – Vlodrop border (direction Dalheim (D))
- Nijmegen – Nijmegen border (direction Kranenburg (D))
- Boxtel - Veghel
- in Dordrecht the main siding line ‘Industrieterrein De Staart’, from intersection with Grevelingenweg;
- in Alphen aan den Rijn the main siding line ‘Industrieterrein Rijnhaven’, exclusively the main siding lines along Bedrijfsweg and Industrieweg.

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 3.3.2.1)
Notes

**Special loading gauges**

The special loading gauge\(^{116}\), the so-called Red Measuring Area (RM, in figure below) is applicable only to those route sections (excluding Roosendaal-Roosendaal border and Maastricht-Eijsden border) where the loading gauge G2 applies.

The Red Measuring Area applies on the designated freight corridors on the route sections with loading gauge GC.

\(^{116}\) As referred to in Article 10 Paragraph 3a Rail Traffic Decree and included in Appendix 8 to the Rail Traffic Regulations.
Appendix 13  Axle loads and load per unit of length (Chapter 3.3.2.2)

Legend

C2
D2/60 km/h
D2/80 km/h
D2/100 km/h
D4/60 km/h
D4/80 km/h
D4/100 km/h
E5/120 km/h
Station / junction

For restrictions refer to GVS 00094

Weight limits

Situation January 2017
Review November 2015
Source: Infra Atlas

Appendix 13 Axle loads and load per unit of length
Network Statement 2017 - version 1.0 dated 4 January 2016
Appendix 14  Train control systems (Chapter 3.3.3.4)

Legend

- ATB First Generation
- ATB New Generation
- ERTMS
- ATB EG / ERTMS
- Indusi/PZB
- Memor/Krokodil
- No automatic warning systems

Automatic train control systems

Situation January 2017
Review November 2015

Source: Infra Atlas
Appendix 15  Train detection systems (Chapter 3.3.3.5)

Stations and railway yards see OR diagrams

Legend
- Tone frequency Track-circuit
- GRS Track-circuit
- GRS Track-circuit, level crossing axle counters
- GRS Track-circuit, level crossing pedals and/or loops
- Axle counters
- Axle counters and Peak Voltage Track-circuits
- Station / junction

Train detection systems
Situation January 2017
Review November 2015
Source: Infra Atlas

Appendix 15 Train detection systems
Network Statement 2017 - version 1.0 dated 4 January 2016 page 177
Appendix 16  Route section speeds (Chapter 3.3.2.4)

Legend
- <80 km/h
- 80/124 km/h
- 125/139 km/h
- 140/160 km/h
- 161/220 km/h
- >220 km/h
- Station / junction

Line speeds

Source: Infra Atlas
Situation January 2017
Review November 2015

Appendix 16 Route section speeds
Network Statement 2017 - version 1.0 dated 4 January 2016
Appendix 17  Tractive power supply systems (Chapter 3.3.2.6)
Voltage change-over gates Betuwe Route

To facilitate the transition between the 25kV AC tractive power systems on the Betuwe Route 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
  - Up to 25/07/2016 in the tracks between Duiven and Zevenaar, at km 103.8
  - From 25/07/2016 in the tracks between Duiven and Zevenaar, 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.

<table>
<thead>
<tr>
<th>Route section</th>
<th>Maximum current take-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zwolle – Emmen</td>
<td>2,500 A</td>
</tr>
<tr>
<td>Barneveld Noord – Ede Wageningen</td>
<td>2,500 A</td>
</tr>
<tr>
<td>Dordrecht – Geldermalsen</td>
<td>2,700 A</td>
</tr>
<tr>
<td>Leiden Centraal – Woerden</td>
<td>3,200 A</td>
</tr>
<tr>
<td>Alphen aan den Rijn - Gouda</td>
<td>3,200 A</td>
</tr>
</tbody>
</table>

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 (see Chapter 3.3).
Appendix 18 Moveable railway bridges (Chapter 3.4.5)

The numbers refer to the table below.

Legend
- Moveable bridge
- Station / junction

Moveable railway bridges

Source: Infra Atlas
Situation January 2017
Review November 2015

Source: Infra Atlas
## List of moveable railroad bridges

<table>
<thead>
<tr>
<th>No.</th>
<th>Bridge name</th>
<th>Abbreviation</th>
<th>Waterway</th>
<th>Place</th>
<th>Route section</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Singelgracht</td>
<td>SGBR</td>
<td>Westerkanaal</td>
<td>Amsterdam</td>
<td>Asd – Ass</td>
</tr>
<tr>
<td>2</td>
<td>Spaambrug</td>
<td>SPBR</td>
<td>Spaarne</td>
<td>Haarlem</td>
<td>Asd – Hlm</td>
</tr>
<tr>
<td>3</td>
<td>Vinkbrug</td>
<td>VKBR</td>
<td>Oude Rijn</td>
<td>Leiden</td>
<td>Gv – Ledn</td>
</tr>
<tr>
<td>4</td>
<td>Schiebruggen</td>
<td>DHS</td>
<td>Delfshavense Schie</td>
<td>Rotterdam</td>
<td>Rtd – Sdm</td>
</tr>
<tr>
<td>5</td>
<td>Oude Maas</td>
<td>GRBR</td>
<td>Oude Maas</td>
<td>Dordrecht</td>
<td>Ddr – Rtd</td>
</tr>
<tr>
<td>6</td>
<td>Markbrug</td>
<td>MABR</td>
<td>Markkanaal</td>
<td>Zevenbergen</td>
<td>Rsd – Zlw</td>
</tr>
<tr>
<td>7</td>
<td>Arnekanaalbrug</td>
<td>ABR</td>
<td>Arnekanaal</td>
<td>Arne mutanten</td>
<td>Rsd – Vs</td>
</tr>
<tr>
<td>8</td>
<td>Vlaktebrug</td>
<td>VLK</td>
<td>Kanaal door Zuid-Beveland</td>
<td>Vlakte</td>
<td>Rsd – Vs</td>
</tr>
<tr>
<td>16</td>
<td>Drentse hoofdvaartbrug</td>
<td>SMVRT</td>
<td>Smildevaart</td>
<td>Meppel</td>
<td>Lw – Mp</td>
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<tr>
<td>18</td>
<td>Deelsbrug</td>
<td>BRDL</td>
<td>Deel</td>
<td>Akkrum</td>
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<tr>
<td>19</td>
<td>Boorne</td>
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<td>Boorne</td>
<td>Akkrum</td>
<td>Lw – Mp</td>
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<tr>
<td>20</td>
<td>Pr. Margrietkanaal</td>
<td>PMK</td>
<td>Princes Margrietkanaal</td>
<td>Grouw</td>
<td>Lw – Mp</td>
</tr>
<tr>
<td>21</td>
<td>Harinxma kanaal (M-Lw)</td>
<td>HRMK</td>
<td>Van Harinxmakanaal</td>
<td>Leeuwarden</td>
<td>Lw – Mp</td>
</tr>
<tr>
<td>22</td>
<td>Oosterdoksluis</td>
<td>ODS</td>
<td>Oosterdoksluis</td>
<td>Amsterdam</td>
<td>Asd – Asdm</td>
</tr>
<tr>
<td>27</td>
<td>Hoge Gouwebrug</td>
<td>HGWBR</td>
<td>Gouwe</td>
<td>Gouda</td>
<td>Gd – Gv/Rtd</td>
</tr>
<tr>
<td>28</td>
<td>Lage Gouwebrug</td>
<td>GWBR</td>
<td>Gouwe</td>
<td>Gouda</td>
<td>Gd – Leen</td>
</tr>
<tr>
<td>29</td>
<td>Galgwater</td>
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<td>Galgwater</td>
<td>Leiden</td>
<td>Apn – Nedn</td>
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<tr>
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<td>Rijn-Schiekanaal</td>
<td>RSKBL</td>
<td>Rijn-Schiekanaal</td>
<td>Leiden</td>
<td>Apn – Nedn</td>
</tr>
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<td>31</td>
<td>Dubbele Wiericke</td>
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<td>Dubbele Wiericke</td>
<td>Bodegraven</td>
<td>Apn – Wd</td>
</tr>
<tr>
<td>33</td>
<td>Vechtbrug</td>
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<td>Vecht</td>
<td>Weesp</td>
<td>Alm/Ndb - Wp</td>
</tr>
<tr>
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<td>Coevorder Stadsgracht</td>
<td>COSB</td>
<td>Stadsgracht</td>
<td>Coevorden</td>
<td>Emn – Mrb</td>
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<td>HVVB</td>
<td>Verlengde Hoogeveensevaart</td>
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<td>Emn – Mrb</td>
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<td>KR</td>
<td>Kliffrak</td>
<td>Workum</td>
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<td>Wijmerts</td>
<td>WMB</td>
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<td>Oudega</td>
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<td>Harinxma (Lw-Hlg/Stv)</td>
<td>HRM</td>
<td>Van Harinxmakanaal</td>
<td>Leeuwarden</td>
<td>Hlg/Stv – Lw</td>
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<td>Zuidergracht</td>
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<td>Harlingen</td>
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<td>Greuns</td>
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<td>Hoogkerk-Viervertelen</td>
<td>Gn – Lw</td>
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<tr>
<td>52</td>
<td>Zeesluisbruggen (2)</td>
<td>-</td>
<td>Zeesluizen</td>
<td>Delfzijl</td>
<td>Havenschap main siding line</td>
</tr>
<tr>
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<td>Wildervanckkanaal AG</td>
<td>WDB</td>
<td>Wildervanckkanaal AG</td>
<td>Zuidbroek</td>
<td>Gn - Nsch</td>
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<td>RSL</td>
<td>Rensel</td>
<td>Winschoten</td>
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<td>WWAB</td>
<td>Westerwoldse AA</td>
<td>Nieuweschans</td>
<td>Nssg - Nsch</td>
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<td>Boterdiep</td>
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<td>Bedum</td>
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</tr>
</tbody>
</table>
### List of moveable railroad bridges

<table>
<thead>
<tr>
<th>No.</th>
<th>Bridge name</th>
<th>Abbreviation</th>
<th>Waterway</th>
<th>Place</th>
<th>Route section</th>
</tr>
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<tbody>
<tr>
<td>62</td>
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<td>IJBZ</td>
<td>IJssel</td>
<td>Zutphen</td>
<td>Ah/Apd - Zp</td>
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<td>Oude IJssel</td>
<td>Doetinchem</td>
<td>Zv - Ww</td>
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<td>Utg - Zd</td>
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<td>Heerhugowaard</td>
<td>Amr - Hwd</td>
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<td>Koegrasbrug</td>
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<td>Ana - Hdr</td>
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<td>Zaan</td>
<td>Zaandam</td>
<td>Pmr - Zd</td>
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<td>74</td>
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<td>Noordhollands kanaal</td>
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<td>Vlaardingen</td>
<td>Hld - Rtd</td>
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<td>WIJB</td>
<td>Wantij</td>
<td>Dordrecht</td>
<td>Ddr - Gdm</td>
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<td>Merwedekanaal</td>
<td>Arkel</td>
<td>Ddr - Gdm</td>
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<td>RVBR</td>
<td>Ringvaart</td>
<td>Nieuw Vennep</td>
<td>Ledn - Shl</td>
</tr>
<tr>
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<td>Schinkelbrug</td>
<td>SKBR</td>
<td>Schinkel</td>
<td>Amsterdam</td>
<td>Asra - Dvd</td>
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<td>Beneden Merwede</td>
<td>Baanhoek</td>
<td>Ddr - Gdm</td>
</tr>
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<td>Suurhoffbrug</td>
<td>SHB</td>
<td>Hartelkanaal</td>
<td>Rotterdam</td>
<td>Havenspoor</td>
</tr>
<tr>
<td>86</td>
<td>Calandbrug</td>
<td>CLB</td>
<td>Callandkanaal</td>
<td>Rotterdam</td>
<td>Havenspoor</td>
</tr>
<tr>
<td>87</td>
<td>Botlekbrug</td>
<td>BOTBR</td>
<td>Oude Maas</td>
<td>Rotterdam</td>
<td>Havenspoor</td>
</tr>
<tr>
<td>88</td>
<td>Sluiskilbrug</td>
<td>SLUB</td>
<td>Kanaal van Gent naar Terneuzen</td>
<td>Sluiskil</td>
<td>Sgv - Tnz</td>
</tr>
<tr>
<td>89</td>
<td>Maasbrug</td>
<td>MSBR</td>
<td>Maas</td>
<td>Maastricht</td>
<td>Mt - Glk (B)</td>
</tr>
</tbody>
</table>
Appendix 20   Public freight terminals (Chapter 3.6.2)

Legend

- Loading- and unloading site
- Station / junction

Public loading- and unloading sites

Situation January 2017
Review November 2015
Source: Infra Atlas
Situation January 2017
Review November 2015
Source: Infra Atlas
Appendix 21  Refuelling facilities (Chapter 3.6.9)

Information on the refuelling facilities is provided below.

Legend
- With fixed delivery system
- Equipped for mobile refueling
- With fixed delivery system, also equipped for mobile refueling
- Station / junction

Refuelling facilities

Situation January 2017
Review November 2015

Source: Infra Atlas
Information on the storage capacity and flow rate of refuelling facilities

<table>
<thead>
<tr>
<th>Location</th>
<th>Storage capacity in m³</th>
<th>Flow rate in l/min (via nozzle connection)</th>
<th>Flow rate in l/min (via spill-free connection)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groningen</td>
<td>3 x 80</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Leeuwarden</td>
<td>2 x 40</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Zwolle</td>
<td>3 x 100</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Hengelo</td>
<td>2 x 60</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Zutphen</td>
<td>2 x 40</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Winterswijk</td>
<td>1 x 50</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Arnhem</td>
<td>2 x 50</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Amersfoort</td>
<td>2 x 30</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Amsterdam Westhaven</td>
<td>1 x 100</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Maasvlakte</td>
<td>1 x 100</td>
<td>120</td>
<td>200</td>
</tr>
<tr>
<td>Botlek</td>
<td>1 x 25</td>
<td>80</td>
<td>200</td>
</tr>
<tr>
<td>Waalhaven Zuid</td>
<td>1 x 100</td>
<td>120</td>
<td>200</td>
</tr>
<tr>
<td>Kijfhoek</td>
<td>2 x 50</td>
<td>125</td>
<td>200</td>
</tr>
<tr>
<td>Roosendaal</td>
<td>2 x 50</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Terneuzen*</td>
<td>1 x 30</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Nijmegen</td>
<td>2 x 30</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Venlo</td>
<td>2 x 100</td>
<td>90</td>
<td>200</td>
</tr>
<tr>
<td>Heerlen</td>
<td>1 x 40</td>
<td>130</td>
<td>200</td>
</tr>
</tbody>
</table>

* This refuelling facility has been decommissioned.
Appendix 22  Timetable planning standards (Chapter 4.4.1.2.2)

1  General

The planning standards laid down in this appendix serve as the point of departure for drafting of the timetable.\textsuperscript{117} The standards apply to all phases of the timetable drafting process and capacity analysis. In essence, the planning standard consists of the specific technical minimum time of the infrastructure and local stock characteristics, plus a buffer. The planning process strives to apply the location-specific planning standard, or – if the specific technical minimum time is not known in advance – the advised standard value. If use must be made of the standard value, a location-specific calculation will if possible be carried out completion of the planning process in order to determine compliance with the planning standard.

ProRail can at own initiative or the request of one of more titleholders apply a lower 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 turning).
- A feasible handling strategy is available: check for undesired/spontaneous sequence changes at crossover traffic, preferably no structural need for manual intervention by traffic control.
- A safety assessment has been performed with good effect.

The definition of the applied interval and intersection situations is given in Section 6 of this Appendix.

2  Technical minimum times

2.1  Running time

The running time is the technical minimum running time between block points (including minimum length of stops, if applicable) as calculated by Donna. Deviation from this calculation is possible on the basis of practical measurements and after approval by the railway undertaking and ProRail. ProRail will decide to use practical measurements deviating from the planning system following consultation with the railway undertaking that may suffer hindrance as a result.

ProRail will provide an updated Infrastructure database. ProRail requires information from the railway undertaking for the rolling stock database.

\textit{Regulations to be agreed upon}

In order to keep the rolling stock database up-to-date, ProRail requires the railway undertaking to provide particulars per type of railway vehicle as described in Section 3 of Appendix 8.

\textit{Passengers}

The stock composition scheduled by the railway undertaking serves as the basis for calculating the running time of a train series. The railway undertaking guarantees that the deployed rolling stock can fulfil the scheduled timetable.

\textit{Freight}

ProRail, following consultation with the rail freight operators, defines standard paths for various route sections on the basis of an insertion speed of 95 km/h and/or standard paths with an insertion speed of 85 km/h with a representative combination of traction and tonnage. Freight transport operators must when applying for train paths comply with the appropriate traffic specifications. If compliance with the standard specifications of the paths is not possible, a customised path must be requested. ProRail can, in consultation with the rail freight operators, apply other traffic specifications under specific circumstances.

\textsuperscript{117} The standards laid down in this appendix do not serve as the point of departure for design of the infrastructure.
2.2 Interval and intersection times
The technical minimum interval and intersection times between 2 trains are specific to the location and situation, and consist of the local technical minimum unobstructed interval or intersection time based on the train composition applied in the planning.

3 Planning standards and buffers

3.1 Running time

Passenger trains:
The planning standard for running time is the technical minimum running time between block points (including minimum length of stops, if applicable) plus 5% (= 0.5 minute upwards). Block points are recorded in consultation with transport operators in Donna and concern the types of train-path points below.
- Node stations
- Intersection points on single-track sections, but only for trains that actually intersect
- Passing facilities

Allocation of the tolerance in ‘transit’ according to the times advised by Donna down to one decimal, based on the standard 5% addition. This figure is rounded down to full minutes in case of through points and minimum length of stops. This prevents a train from having to wait for its departure time and thus lose valuable tolerance. Most of the tolerance lies before the block point. Lingering earlier on the line does not count as tolerance.

Freight trains:
The planning standard for running time is equal to the technical minimum running time. An addition of 0% applies to the technical minimum running times. Tolerance is created by the difference between the scheduled insertion speed and the feasible speed in practice. The passage times advised by Donna are, in principle, rounded (= 0.5 minute upward) to the nearest full minute.

3.2 Interval and intersection times
The planning standards for the interval and intersection times between two trains (either passenger or freight) are specific and set at the local technical minimum time (= 0.5 minute upward) rounded to the nearest full minute plus 1 minute buffer time.

If the technical minimum interval time or intersection time is not known, use of the following standard values is advised in the first draft train planning:

<table>
<thead>
<tr>
<th>Activity 1st train</th>
<th>Activity 2nd train</th>
</tr>
</thead>
<tbody>
<tr>
<td>arrival (A)</td>
<td>A: 3, P: 2, S: 3, D: n/a</td>
</tr>
<tr>
<td>passage (P)</td>
<td>A: 3, P: 3, S: 3, D: 2</td>
</tr>
<tr>
<td>short stop (S)</td>
<td>A: 4, P: 4, S: 4, D: 3</td>
</tr>
<tr>
<td>departure (D)</td>
<td>A: 4*, P: 4, S: 4, D: 3</td>
</tr>
</tbody>
</table>

* in case of a platform interval
### Table 2
Intersection time in the same direction in minutes

<table>
<thead>
<tr>
<th>Activity 2&lt;sup&gt;nd&lt;/sup&gt; train</th>
<th>A</th>
<th>P</th>
<th>S</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>arrival (A)</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>passage (P)</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>short stop (S)</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>departure (D)</td>
<td>4</td>
<td>3</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

### Table 3
Intersection time in the opposite direction in minutes

<table>
<thead>
<tr>
<th>Activity 2&lt;sup&gt;nd&lt;/sup&gt; train</th>
<th>A</th>
<th>P</th>
<th>S</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>arrival (A)</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>passage (P)</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>short stop (S)</td>
<td>6</td>
<td>5</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>departure (D)</td>
<td>6</td>
<td>5</td>
<td>6</td>
<td>2</td>
</tr>
</tbody>
</table>

### 3.3 Stops on the open track

The timetable is designed without non-regular stops on the open track and without stops at the switches on the open track. Deviation therefrom is only possible after consultation with ProRail on the accompanying safety plan. No deviation is possible, however, in case of timetables whereby the trains due to possessions (maintenance roster and/or work on or near the infrastructure) are scheduled in two directions on one track (single-track grid).

These rules apply exclusively to route sections equipped with the ATB-EG security system (see Appendix 14). The applicable standards for interval and intersection times apply in case of the aforementioned timetable adjustments or designs.

Regular stops are:
- For passengers trains: all platform & through tracks at stops and railway yards. Also, overtaking tracks and side tracks along the open track.
- For freight and work trains: all tracks in freight train paths on which commercial and non-commercial stops take place. Also, overtaking tracks and side tracks along the open track and through tracks a railway yards (not stops on the open track).

### 3.4 Specific standards for transport operators

Various operators use different standards in their operational planning procedures for stops, combination and division, setting back and turning, and for transfer times. Requests for capacity in the annual timetable and ad hoc phase must be accompanied by a list of the applied transport operator-specific standards, a specification of activities within each standard and the preconditions within which the operator regards the standard as attainable. ProRail can test the submitted capacity requests, e.g., for feasibility, against these specifications, and will request further substantiation and detailing if
necessary. The transport operator is obliged to comply with the conditions under which capacity is allocated.

### 3.5 Freight-specific standards on the Betuwe Line

ProRail applies the following generic planning standards on the Betuwe Line with a view to realising a workable freight service timetable:

**Table 4**  Standard times for activities on Betuwe Line railway yards

<table>
<thead>
<tr>
<th>Activity</th>
<th>Minimum standard time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Locomotive changeover A (fast = 2 men)</td>
<td>30 minutes (including connection test)</td>
</tr>
<tr>
<td>Locomotive changeover B (basic)</td>
<td>60 minutes (including connection test)</td>
</tr>
<tr>
<td>Locomotive changeover C (long = 1 man, including departure control)</td>
<td>90 minutes (including connection test)</td>
</tr>
<tr>
<td>Driver changeover</td>
<td>10 minutes (next path possible after 10 minutes)</td>
</tr>
<tr>
<td>connection test</td>
<td>10 minutes (also for locomotive changeover)</td>
</tr>
<tr>
<td>Brake test Major (including departure check) at terminal</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Departure check (together with major brake test)</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Brake test Minor (fast = 2 men)</td>
<td>10 minutes</td>
</tr>
<tr>
<td>Brake taste Minor B (basic including radio controlled train)</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Brake taste Minor C (long = 1 man)</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Arrival check</td>
<td>60 minutes</td>
</tr>
</tbody>
</table>

ProRail and the freight terminals will apply the following maximum standard times (minutes) for the integral planning on the Havenspoor Line.

**Table 5**  Standard times for integral planning Havenspoor Line

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsible</th>
<th>Operational</th>
<th>Relative to (un)loading slot</th>
<th>RSC</th>
<th>ECT RTW</th>
<th>ECT ORT</th>
<th>EMX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry from Mvtw railway yard</td>
<td>Transport operator</td>
<td>Transport operator</td>
<td>Before</td>
<td>n/a</td>
<td>10 min.</td>
<td>25 min.</td>
<td>20 min.</td>
</tr>
<tr>
<td>(in minutes)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry from RTW railway yard</td>
<td>Transport operator</td>
<td>Transport operator</td>
<td>Before</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>30 min.</td>
</tr>
<tr>
<td>(in minutes)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry from Whz railway yard</td>
<td>Transport operator</td>
<td>Transport operator</td>
<td>Before</td>
<td>10 minutes</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>(in minutes)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loading and unloading</td>
<td>Terminal</td>
<td>Terminal</td>
<td>During</td>
<td>10 containers per hour by crane</td>
<td>20 containers per hour by crane</td>
<td>20 containers per hour by crane</td>
<td></td>
</tr>
<tr>
<td>Brake test and departure check</td>
<td>Transport operator</td>
<td>Transport operator</td>
<td>After</td>
<td>The departure test consists of 3 categories (also see table below): A (30 min.), B (45 min.), C (60 min.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table 6  Standard times departure check

<table>
<thead>
<tr>
<th></th>
<th>A. 30 minutes</th>
<th>B 45 minutes</th>
<th>C. 60 minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without brake-testing cabinet and</td>
<td>a) RSC through trains to ECT/EMX and in future APMT and RWG</td>
<td>a) Planning exceptions to be agreed between transport operator and terminal</td>
<td>a) Huckepack trains on RSC</td>
</tr>
<tr>
<td>without third-party wagon inspector</td>
<td></td>
<td>b) Input via terminal in IPO</td>
<td>b) ECT through trains to EMX and in future APMT and RWG</td>
</tr>
<tr>
<td>Maximum time with brake-testing</td>
<td>30 minutes</td>
<td>30 minutes to 40</td>
<td>45 minutes to 55</td>
</tr>
<tr>
<td>testing cabinet</td>
<td></td>
<td>minutes</td>
<td></td>
</tr>
<tr>
<td>Maximum time with third-party wagon</td>
<td>30 minutes</td>
<td>30 minutes</td>
<td>30 minutes</td>
</tr>
<tr>
<td>wagon inspector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum time with brake-testing</td>
<td>30 minutes</td>
<td>30 minutes</td>
<td>45 minutes</td>
</tr>
<tr>
<td>testing cabinet and third-party</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>wagon inspector</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.6 Bridge opening

The planning of bridge opening times should be based on the current opening times. For nonstructurally used openings, see Chapter 1 of this appendix. If a transport operator (water or rail) requires a change to the bridge opening schedule, a proposal for such must be submitted to the appropriate consultation body (which includes the waterway manager).

3.7 Standards for single-man operation on single tracks

Scheduling the tolerance separately in each process is not efficient in case of single tracks. Instead of the standard planning standard (+5% running time and 1 minute intersection time), a distinct method applies for passenger transport operators with single-man operation on single tracks. Less tolerance is required as performance of the departure procedure by the driver involves less operational spread.

A timetable for single tracks distinguishes between circuits: series of dependent processes consisting of trains in both directions. In a time-path diagram, such a circuit forms a rhombus or triangular shape, which repeats itself one or more times per hour. In practice, sufficient tolerance in a circuit ensures a workable timetable. A circuit generally lies between two successive intersection or end stations. Due to its cyclical character, the circuit ends at the start of the next process. The total technical minimum time is the sum of:

- Running time (net) from end/intersection station to next end/intersection station.
- Stop time at intermediate stations (not at intersection stations).
- Intersection time (local technical time can be measured or calculated; if unknown, 0.5 minute can be used as standard).
- Running time (net) in the opposite direction to the original end/intersection station.
- Stop time at intermediate stations (not at intersection stations).
- Intersection or turning time (if the turning time is unknown, four minutes can be used as standard). The interval time (usually 15, 30 or 60 minutes) minus the total minimum technical time is the tolerance available in the circuit. The planning standard is 2 minutes tolerance in circuits up to 30 minutes, or 5% of the technical minimum running time in larger circuits.

Relationship with other standards

When planning an individual time on a single track, the rule of 5% tolerance in the running time still applies. The standard of 1 minute intersection time then lapses, as the robustness is covered by the tolerance per circuit.
4 Safety in the timetable

The railway undertaking strives when designing timetables (annual and ad hoc) to avoid risks and control any remaining risks, whereby it observes the rules below.

- The infrastructure is used in complex situations in accordance with its design. ProRail provides this information on request.
- Trains are not scheduled on Wrong Track, with the exception of:
  - work trains
  - shunting movements for video inspection
  - nuclear transport
  - exceptional transport
- The setting back and turning of trains at other places than at platform tracks or railway sidings is scheduled only after consultation on the accompanying safety plan with ProRail.
- Intersection with other traffic flows is avoided as much as possible at arrival or departure at a node. ProRail provides information on priority routes on request.
- The shunting capacity structurally associated with a train path is always requested and scheduled together with the train path.
- The receipt of laden passenger trains on occupied tracks from an opposite direction is not scheduled, with exceptional situations in which train sets combined or (in incidental situations) after consultation on the accompanying safety plan with ProRail.
- To prevent unexpected red signal approaches, preferably no more than 1 minute extra tolerance is added to the rounded running time (= 0.5 minute upward) between 2 successive activities (arrival, passage, short stop, departure) of the same train.
- To prevent unnecessary long level crossing closures, stops are scheduled if possible on tracks fitted with a stop-go switch. Planning guideline is that if a short stop is planned, a minimum tolerance in running time from the previous train path point is applied.
- Stops by passenger trains are preferably scheduled along platforms accessible to passengers without the use of level crossings/board crossings, or, if that is impossible, along platforms of which the accessibility is not hindered by the train in question.
- Stops and reversals of trains on railway lines used for scheduled passenger transport:
  - not scheduled on a level crossing,
  - only scheduled within strike-in distance of a level crossing in case of intermediate points.

5 Robustness in the timetable

Besides through the use of planning standards, the robustness of the normal timetable, the deviations from the normal timetable in addition to control and intervention are facilitated by disconnecting the use of the infrastructure by different traffic flows as much as possible. The railway undertaking will in this context observe the points of departure below.

- Where necessary, the design of the infrastructure is explicitly allocated to traffic flows. In Utrecht, for example, a distinction is made between so-called 'reversing' and 'through tracks'. ProRail provides this information on request.
- The capacity for all movements structurally linked to a train path, such as shunting, are planned in accordance with the set infrastructure use. The shunting movements not structurally associated to the train path are planned as best as possible with the set infrastructure use.
Appendix 23 Applications, publications and reports (Chapter 3.3, 4.4.5 and 4.8.5)

This appendix provides a description of all the applications and reports provided by ProRail to railway undertakings in the area of:

- Information on the railway infrastructure (Chapter 3.3),
- radio communication via GSM-R (Chapter 3.3.3.3),
- (the preparation of) the capacity request and communication on the allocation process (Chapter 4.4.5),
- current train movements and realisation of the train service (Chapter 4.8.5),

via the services stated in Chapter 5.

The table below provides a summary and brief description of the applications, publications and reports. The third column of this report provides a reference for further information; while the fourth column establishes the relationship with the relevant service in Chapter 5 of this Network Statement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Function</th>
<th>For clarification, see</th>
<th>Part of the service in Chapter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preparation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RailMaps</td>
<td>geographical information on the infrastructure and the surroundings</td>
<td>Appendix 23 – 1</td>
<td>5.2.1</td>
</tr>
<tr>
<td>Customised data Infra Atlas</td>
<td>customised information on the functionality of the railway infrastructure using Infra Atlas data.</td>
<td>Chapter 5.5.2.1</td>
<td>5.5.2.1</td>
</tr>
<tr>
<td>Rail and road signs</td>
<td>graphic information on the infrastructure for drivers</td>
<td>Appendix 23 – 2</td>
<td>5.2.1</td>
</tr>
<tr>
<td>TSB</td>
<td>summary of temporary speed restrictions for drivers</td>
<td>Appendix 23 – 3</td>
<td>5.2.1</td>
</tr>
<tr>
<td>GSM-R Voice</td>
<td>communication between driver and traffic controller</td>
<td>Appendix 23 – 4</td>
<td>5.2.1</td>
</tr>
<tr>
<td><strong>Capacity allocation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donna</td>
<td>planning and recording of train paths for the basic hour pattern, standard week and specific days</td>
<td>Appendix 23 – 5</td>
<td>5.2.1</td>
</tr>
<tr>
<td>PCS</td>
<td>planning and recording of international train paths</td>
<td>Appendix 23 – 6</td>
<td>5.2.1</td>
</tr>
<tr>
<td>Ad REM</td>
<td>communication with the relevant titleholders on scheduling and coordination</td>
<td>Appendix 23 – 7</td>
<td>5.2.1</td>
</tr>
<tr>
<td>RADAR/ Btd-planner</td>
<td>insight into management capacity</td>
<td>Appendix 23 – 8</td>
<td>5.2.1</td>
</tr>
<tr>
<td>ISVL</td>
<td>requests for train paths in the final days before performance, communication in case of disasters</td>
<td>Appendix 23 – 9</td>
<td>5.2.1</td>
</tr>
<tr>
<td>RMS Client</td>
<td>real-time information on train movements and planning of the process tracks line to the railway yards of the</td>
<td>Appendix 23 – 10</td>
<td>5.2.1</td>
</tr>
<tr>
<td>TNR</td>
<td>insight into train numbers</td>
<td>Appendix 23 – 11</td>
<td>5.2.1</td>
</tr>
<tr>
<td><strong>Type</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SpoorWeb</td>
<td>communication in case of disasters</td>
<td>Appendix 23 – 12</td>
<td>5.2.1</td>
</tr>
<tr>
<td>VIEW</td>
<td>insight into current train movements</td>
<td>Appendix 23 – 13</td>
<td>type 1: 5.2.1 type 2, 3 and 4: 5.5.2.2</td>
</tr>
<tr>
<td>Planning and performance information</td>
<td>Supply of day plan information, related changes to the train service and performance information.</td>
<td>Chapter 5.5.2.3</td>
<td>5.5.2.3</td>
</tr>
<tr>
<td>Name</td>
<td>Function</td>
<td>For clarification, see</td>
<td>Part of the service in Chapter</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------------------------------------------------------------</td>
<td>------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>VOS</td>
<td>view functionality in the VOS traffic control system, making it possible to monitor the course of train services.</td>
<td>Chapter 5.5.2.4</td>
<td>5.5.2.4</td>
</tr>
<tr>
<td>SpoorRadar</td>
<td>real-time information on the current situation of disruptions, obstructions and possessions of the infrastructure, also the punctuality of trains</td>
<td>Chapter 5.5.2.5</td>
<td>5.5.2.5</td>
</tr>
<tr>
<td>TIS</td>
<td>real-time information on international train movements.</td>
<td>Chapter 5.5.2.6</td>
<td>5.5.2.6</td>
</tr>
<tr>
<td>RouteLint</td>
<td>information for the driver on the current traffic situation on his route.</td>
<td>Chapter 5.5.2.8</td>
<td>5.5.2.8</td>
</tr>
<tr>
<td>Orbit</td>
<td>gives the driver a warning when approaching a red signal at too high a speed.</td>
<td>Chapter 5.5.2.9</td>
<td>5.5.2.9</td>
</tr>
<tr>
<td>MTPS</td>
<td>real-time information on train positions on the basis of train detection systems.</td>
<td>Chapter 5.5.2.11</td>
<td>5.5.2.11</td>
</tr>
</tbody>
</table>

**Performance analysis**

<table>
<thead>
<tr>
<th>Name</th>
<th>Function</th>
<th>For clarification, see</th>
<th>Part of the service in Chapter</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPAD database</td>
<td>entry and report of SPAD data</td>
<td>Chapter 5.5.2.10</td>
<td>5.5.2.10</td>
</tr>
<tr>
<td>Train service report</td>
<td>provisional standard reports and data on train service performance</td>
<td>Appendix 23 – 14</td>
<td>5.2.1</td>
</tr>
<tr>
<td>Customised train service reports</td>
<td>customised report, data supply and analysis of the train service performance</td>
<td>Chapter 5.5.2.12</td>
<td>5.5.2.12</td>
</tr>
<tr>
<td>TOON</td>
<td>insight into historic train movements</td>
<td>Chapter 5.5.2.13</td>
<td>5.5.2.13</td>
</tr>
</tbody>
</table>

**Approval monitoring**

<table>
<thead>
<tr>
<th>Name</th>
<th>Function</th>
<th>For clarification, see</th>
<th>Part of the service in Chapter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quo Vadis and Hotbox</td>
<td>measurement data on, for example, axle loads and wheel temperatures of passing rail vehicles</td>
<td>Chapter 5.5.2.14</td>
<td>5.5.2.14</td>
</tr>
</tbody>
</table>

1 Description of the RailMaps application

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>RailMaps</td>
</tr>
</tbody>
</table>

**Function**

- RailMaps provides access to various geographical data of ProRail. Visual access to the information is possible by means of maps at various levels of detailing (macro or micro level). There is a special group of preselected map layers for transport operators. Examples include trackside structures, aerial photos of the tracks, Infra Atlas (a) and route section videos (b).
  - a) Infra Atlas provides data on the topology and technical functionalities of the railway network. Included under topology are items such as points, buffer stops or branch sections. Technical functionalities include signals, rail signals, welds and speed signs. The application is made available to enable railway undertakings to prepare their requests for timetable capacity. ProRail provides this information not only for the current situation, but also for the future situation (so that long-term planning can take changes in the infrastructure into account).
  - b) Route section videos provides insight into structures located on and along the route section, as well as in the immediate surroundings of the railway line. The video images can serve as an aid in driver training or for the remote reconnaissance of local situations. 90% of the images are updated 2x a year.

**Facility**

- The information is acquired on the basis of an Internet authorisation.
  - a) The supply of specific customised data on the functionality of the railway infrastructure is possible from Infra Atlas, see Chapter 5.5.2.1.
## Application, Publications and Reports (Chapter 3.3, 4.4.5 and 4.8.5)

### Network Statement 2017 - version 1.0 dated 4 January 2016

### Category Notes

| Request | Via the [Transporters Portal of ProRail](https://transporters.prorail.nl) |

### 2 Description of the Rail and Road Signs Application

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Rail and Road Signs provide a graphic overview of infrastructure, tailored to the needs of drivers, to facilitate safe and efficient traffic participation and effective communication with traffic control. The infrastructure concerns at least the entire network centrally operated by ProRail.</td>
</tr>
<tr>
<td>Function</td>
<td>Rail and Road Signs provide a graphic overview of infrastructure, tailored to the needs of drivers, to facilitate safe and efficient traffic participation and effective communication with traffic control. The infrastructure concerns at least the entire network centrally operated by ProRail.</td>
</tr>
</tbody>
</table>
| Facility | a) A download of the Traction Signs in PDF format via a web portal. By taking a subscription to the web portal, changes are communicated by means of an email message.  
  b) A Traction Signs notification with the description of the changes on the position of the rail infrastructure works in XML format. |
| Request | a) A download of the Traction Signs in PDF format via a web portal: [Transporters Portal of ProRail](https://transporters.prorail.nl).  
  b) A description in XML format: via Product Management Information and ICT Services ([informatiediensten@prorail.nl](mailto:informatiediensten@prorail.nl)). |
| Delivery time | Maximum 24 hours (during working days). |
| Terms of delivery | An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services ([informatiediensten@prorail.nl](mailto:informatiediensten@prorail.nl)). |

### 3 Description of the TSB Publication

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication</td>
<td>Temporary speed restrictions (TSR)</td>
</tr>
</tbody>
</table>
| Function | The railway undertaking receives a weekly publication setting out the TSRs for the coming week. The railway undertaking can on request of this information opt for a TSR at station, regional or national level. Information is provided on route section, driving direction, period of validity and applicable speed. Moreover, a distinction can be made according to train type, cause and particulars (placement of signs or signals).  
  The weekly publication is, if necessary, supplemented on a daily basis with necessary unscheduled additions. |
| Facility | A PDF file (weekly publication or daily publication) by email. NSR Reizigers takes care of production and distribution at the instructions of ProRail. |
| Types | 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.  
  A selection of reported route sections can be drawn up per railway undertaking. |
| Request | Via the IAM production agency of NS Reizigers ([nsrtsb@ns.nl](mailto:nsrtsb@ns.nl)) |
| Delivery time | Maximum of 6 working days |
| User conditions | Internet connection, fax machine and a software program to open PDF files. |
| Availability/Reliability | Guaranteed delivery (via fax if email is unavailable), additionally a 24-hour service (on-duty) is present. |
4 Description of the radio-communication system GSM-R Voice

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>System</td>
<td>GSM-R Voice</td>
</tr>
</tbody>
</table>

Function

- Conversations between traffic control and drivers on the basis of train number.
- Receipt by drivers of general calls by traffic control.
- Sending of alarm calls by drivers to traffic control and vice versa.

All conversations are recorded for safety purposes.

A GSM-R connection also allows for use of foreign GSM-R networks. Railway undertakings with foreign GSM-R SIM cards can also make use of the ProRail GSM-R network.

Facility

A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.

Request

Request for SIM cards: gsm-r@prorail.nl.

Delivery time

5 working days for delivery of GSM-R SIM card.

Terms of delivery

ProRail reserves the right to set off external costs in case of misuse of the GSM-R service.

User conditions

The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. Type-approved equipment must be used.

Availability/Reliability

Availability: 7 x 24 hours with a performance level of 99.8%. The minimum storage term of the audio recordings is 7 days.

5 Description of the Donna application

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Donna</td>
</tr>
</tbody>
</table>

Function

This application concerns the planning, requesting and allocation of all forms of infrastructure use at both network and node level.

Donna is made available to all titleholders. In Donna, railway undertakings can make their own planning and request capacity, but can also opt to assign these tasks to a third party.

The capacity allocation procedure can be monitored and Donna gives insight into the occupied or available infrastructure capacity up to the time that the planning closes, which is 2 to 4 days before the traffic day.

Also available is a standard interface with which all users of the infrastructure can establish connections with their systems for personnel, vehicle deployment or management information.

Facility

An authorisation118 (Donna UserAccount and a Citrix account, per user) providing access to the application, and use of the functionalities granted within the scope of the authorisation.

Request

Via the Transporters Portal of ProRail

Delivery time

A maximum processing time of 5 working days is set between the request for and granting of access to the application.

Terms of delivery

Hardware modifications: 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). Minimum hardware requirements: available on request from ProRail Functional Management (functioneel.beheer@prorail.nl).

The application is also made available within the context of the capacity allocation process.

Use of Donna is subject to the procedures laid down by ProRail.

---

118 An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.

Appendix 23 Applications, publications and reports (Chapter 3.3, 4.4.5 and 4.8.5)
Network Statement 2017 - version 1.0 dated 4 January 2016
### 6 Description of the Path Coordination System (PCS) application

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Path Coordination System (PCS)</td>
</tr>
<tr>
<td>Function</td>
<td>PCS is a web application made available by RNE to the infrastructure managers and all capacity applicants. PCS supports the communication and coordination process of international capacity requests and allocations. Moreover, the service supports railway undertakings and other applicants in studies and the preparation of requests.</td>
</tr>
<tr>
<td>Facility</td>
<td>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.</td>
</tr>
<tr>
<td>Request</td>
<td>Via the OSS (<a href="mailto:OSS@ProRail.nl">OSS@ProRail.nl</a>)</td>
</tr>
<tr>
<td>Delivery time</td>
<td>Within two weeks after request.</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>The service is also made available within the context of the capacity allocation process.</td>
</tr>
<tr>
<td>User conditions</td>
<td>PC with Internet connection and minimum of Explorer 5.</td>
</tr>
<tr>
<td>Availability/Reliability</td>
<td>Availability of application: 7x24 hours (subject to fixed periods for maintenance and disasters, which are yet to be determined). Helpdesk RNE is available on working days from 08.00-16.00 hours.</td>
</tr>
</tbody>
</table>

### 7 Description of the Ad REm application

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Ad REm</td>
</tr>
<tr>
<td>Function</td>
<td>The Ad REm application is used for the recording of conflict settlement during scheduling and coordination: scheduling proposals and results of scheduling consultations are recorded in Ad REm. Ad REm provides progress and status information during the entire conflict settlement process.</td>
</tr>
<tr>
<td>Facility</td>
<td>Access to the Ad REm application by means of an allocated username and password.</td>
</tr>
<tr>
<td>Request</td>
<td>Via: <a href="mailto:capacititeitsverdeling2015@prorail.nl">capacititeitsverdeling2015@prorail.nl</a></td>
</tr>
<tr>
<td>Delivery time</td>
<td>A maximum processing time of 3 working days is set between the request for and granting of access to the application.</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>The application is also made available within the context of the capacity allocation process.</td>
</tr>
<tr>
<td>User conditions</td>
<td>PC with Internet connection and minimum of Explorer 5 maximum of Explorer 9.</td>
</tr>
<tr>
<td>Availability/Reliability</td>
<td>Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: during working days from 08:00 – 16:00 hours.</td>
</tr>
</tbody>
</table>

### 8 Description of the RADAR and Btd-planner applications

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>Notes</td>
</tr>
<tr>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>Application</td>
<td>RADAR and Bt-planner</td>
</tr>
<tr>
<td>Function</td>
<td>RADAR enables the application for and allocation of all forms of possessions at both network and node level. The planned capacity is tested for conflicts with other capacity, allocation norms. RADAR is made available to all users of the infrastructure and the allocation authority. With RADAR, railway undertakings can monitor the allocation of the possession capacity requests (using the Ad REm application during the annual timetable phase) and at all times gain insight into the allocated capacity for management activities. Also available is a standard interface with which all users of the infrastructure can establish connections with their systems for personnel, vehicle deployment or management information. RADAR will during the 2017 Timetable be partially replaced by the Btd-planner application, which generally has the same functionality as regards the request and allocation of possessions.</td>
</tr>
<tr>
<td>Facility</td>
<td>An authorisation (login name and password per user) providing access to the application, and use of the functionalities granted within the scope of the authorisation.</td>
</tr>
<tr>
<td>Types</td>
<td>1. Only view functions 2. Inspection and acceptance functions</td>
</tr>
<tr>
<td>Request</td>
<td>Via: <a href="mailto:cm-adhoc-beheer@prorail.nl">cm-adhoc-beheer@prorail.nl</a></td>
</tr>
<tr>
<td>Delivery time</td>
<td>A maximum processing time of 3 working days is set between the request for and granting of access to the planning system.</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>Possible hardware modifications: for the user's account (e.g., installation of software for Visio, Internet Explorer, Adobe Acrobat Reader, expansion of own systems with extra disk space).</td>
</tr>
<tr>
<td>User conditions</td>
<td>For RADAR: user requires a PC with Internet connection and minimum of Explorer 5 maximum of Explorer 9. For Btd-planner: user requires a PC with Internet connection and a recent web browser.</td>
</tr>
<tr>
<td>Availability/Reliability</td>
<td>Availability of application: 7x24 hours (subject to fixed maintenance periods, which are yet to be determined). Availability of ancillary services: during working days from 08:00 – 16:00 hours.</td>
</tr>
</tbody>
</table>

9 **Description of the ISVL application**

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>ISVL</td>
</tr>
<tr>
<td>Function</td>
<td>Railway undertakings can use ISVL for the application for, changing of and withdrawal of train paths in the final days before performance. Railway undertakings also receive notification of the confirmation or refusal of the train path.</td>
</tr>
<tr>
<td>Facility</td>
<td>Access to the web-based ISVL application by means of an Internet browser.</td>
</tr>
<tr>
<td>Types</td>
<td>The user type (view/change) can be set per employee, according to the customer’s specifications.</td>
</tr>
<tr>
<td>Request</td>
<td>Via the Transporters Portal of ProRail</td>
</tr>
<tr>
<td>Delivery time</td>
<td>Indication: approx. 3 to 4 weeks</td>
</tr>
<tr>
<td>Terms of delivery</td>
<td>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>).</td>
</tr>
</tbody>
</table>

10 **Description of the RMS Client application**
### 11 Description of the TNR application

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Train numbers list (TNR)</td>
</tr>
<tr>
<td>Function</td>
<td>This application is used for recording all used train numbers. This concerns the train numbers of all timetable trains as well as all changes made during the current year. The train number list is a continuous list that is not linked to a specific timetable year and is continuously updated.</td>
</tr>
<tr>
<td>Facility</td>
<td>An authorisation[119] with which access is given to the application, and the functionalities that can be used within the authorisation.</td>
</tr>
<tr>
<td>Request</td>
<td>Via the Transporters Portal of ProRail</td>
</tr>
<tr>
<td>Delivery time</td>
<td>Within 5 working days.</td>
</tr>
<tr>
<td>User conditions</td>
<td>Minimum hardware requirements available on request from ProRail Functional Management (<a href="mailto:functioneel.beheer@prorail.nl">functioneel.beheer@prorail.nl</a>). The application is accessible from every PC with a browser and an Internet connection. Use of TNR is subject to the procedures laid down by ProRail.</td>
</tr>
<tr>
<td>Availability/Reliability</td>
<td>Availability of application: 7x24 hours (subject to emergencies and fixed maintenance periods, which are yet to be determined). The helpdesk is available on working days from 07:00 to 17:00 hours.</td>
</tr>
</tbody>
</table>

### 12 Description of the SpoorWeb application

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>SpoorWeb</td>
</tr>
<tr>
<td>Function</td>
<td>In case of emergencies, ProRail, railway undertakings and other stakeholders use the SpoorWeb application to communicate about the further handling. This ensures access to all important information on an emergency, such as the affected infrastructure, the anticipated end time as well as information on cancelled and detoured trains.</td>
</tr>
<tr>
<td>Facility</td>
<td>Access to the web-based SpoorWeb application by means of an Internet browser.</td>
</tr>
<tr>
<td>Types</td>
<td>The user type (view/change) can be set per employee, according to the customer's specifications.</td>
</tr>
<tr>
<td>Request</td>
<td>Via the Transporters Portal of ProRail</td>
</tr>
</tbody>
</table>

---

[119] An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.
13 Description of the real-time information on train movements application (VIEW)

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Real-time information on train movements (VIEW)</td>
</tr>
<tr>
<td>Function</td>
<td>Real-time information on train movements of railway undertakings in the Netherlands using a view function in the traffic control system of ProRail. Two display options are available. The first concerns the deviation from the planning. The second concerns information on all traffic, with a zoom-in function on a part thereof (e.g., region, route sections).</td>
</tr>
</tbody>
</table>
| Types              | Type 1: VIEW access via Internet  
Type 2: VIEW access via a Post 21 workplace  
Type 3: VIEW access via an OCCR workplace  
Type 4: Delivery of VIEW data (VIEW Client Interface) |
| Request            | Via Product Management Information & ICT Services: informatie@diensten@prorail.nl                                                                                                                                 |
| Delivery time      | Type 1: within 5 working days  
Type 2: on request  
Type 3: on request  
Type 4: on request |
| Terms of delivery  | Type 3: A railway undertaking can only acquire an OCCR subscription if it is a member of the OCCR tenants association and has a workplace at the OCCR.  
An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl). |

14 Description of the standard report and data supply on train service performance

<table>
<thead>
<tr>
<th>Category</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report</td>
<td>Train service performance – standard report and data supply</td>
</tr>
</tbody>
</table>
| Function           | Standard traffic performance report: report on the various performances of the own train service whereby a choice can be made in terms of product options, delivery frequency and variation (detailing and aggregation level of data), see the table below for a more detailed explanation.  
Standard monitoring report: a daily standard report with clarifiable deviations of the own train service (registered by ProRail), classified according to cause and delay jumps, including safety incidents and related data.  
Standard traffic performance data supply: provision of measurement data of the performance of the own train service.  
The report and data concern the network managed by ProRail, excluding the locally operated areas. |
| Facility           | The information products are delivered to a standard email address indicated by the railway undertaking, from where the authorised client can distribute the products within his/her own organisation. |
| Request            | Via the Performance Analysis Office (PAB@prorail.nl)                                                                                                                                                     |
### Detailed explanation of the standard report on the performance of the train service

<table>
<thead>
<tr>
<th>Products</th>
<th>Notes</th>
<th>Frequency</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>monitoring train deviations</td>
<td>causes and scale of delay jumps, safety incidents and related data</td>
<td>day/week/month/quarter/year</td>
<td>train series/train-path point/network</td>
</tr>
<tr>
<td>detailed activities</td>
<td>Planning and realisation times at train number level.</td>
<td>day</td>
<td>train number/activity/train-path point</td>
</tr>
<tr>
<td>delays</td>
<td>Arrival and departure activities at train-path points per train number in the event that the standard time specified by the client is exceeded.</td>
<td>day/week</td>
<td>train number/activity/train-path point</td>
</tr>
<tr>
<td>delay counts</td>
<td>Number of arrival and departure delays at a train-path point in a period.</td>
<td>Week/month/quarter/year</td>
<td>train number/activity/train-path point</td>
</tr>
<tr>
<td>punctuality</td>
<td>arrival and departure activities at train-path points per train series within a standard time specified by the client.</td>
<td>day/week/month/quarter/year</td>
<td>series/activity/train-path point</td>
</tr>
<tr>
<td>connections</td>
<td>transfer possibilities within a specified transfer standard as given by the railway undertaking.</td>
<td>day/week/month/quarter/year</td>
<td>train number/series/connec ting station</td>
</tr>
<tr>
<td>cancellation</td>
<td>information on non-realised train arrivals for which no replacement train was inserted.</td>
<td>day/week/month/quarter/year</td>
<td>train number/train series/activity/train-path point</td>
</tr>
<tr>
<td>orders</td>
<td>requests for train activities submitted by railway undertakings.</td>
<td>day/week/month</td>
<td>transport operator/network</td>
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<td>vehicle discharge cards</td>
<td>vehicle discharge cards of freight trains</td>
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<td>transport operator/train number</td>
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<tr>
<td>tonnages</td>
<td>tonnages the train whereby a distinction is made between whether the tonnage has been measured or use has been made of the standard weights table</td>
<td>day / week / month</td>
<td>transport operator / train number</td>
</tr>
<tr>
<td>train km</td>
<td>number of run km per train</td>
<td>day / week / month</td>
<td>transport operator/train number</td>
</tr>
<tr>
<td>parking</td>
<td>duration of the parking of freight trains on railway yards</td>
<td>day/week/month</td>
<td>transport operator/train number</td>
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### 15 Description of the Approval Monitoring application

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<tr>
<td>Function</td>
<td>This application enables railway undertakings to accept or reject the causes of train deviations 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 process.</td>
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<tr>
<td>Facility</td>
<td>Access to the Approval Monitoring application on the ProRail network (via Citrix account).</td>
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<td>Request</td>
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<tr>
<td>Delivery time</td>
<td>On request (indication approx. 1 month)</td>
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<td>Terms of delivery</td>
<td>A Service Level Agreement 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>).</td>
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Appendix 24  Conditions for use of the tractive power supply system (Chapter 5.2)

The use of the tractive power supply system forms part of the basic access package. This appendix comprises the terms of delivery for the use of the tractive power supply system. Indicated in Appendix 17 are the route section provided with a traction power supply system as well as the applicable current take-up restrictions. The railway undertaking will in the Access Agreement decide whether or not to use the traction power supply system, whereby a distinction is made between the traction power supply system of the Combined Network and the Betuwe Line.

Use of the tractive power supply system of the Combined Network
The railway undertaking wishing to use a traction power supply system of the Combined Network is required before contracting the basic access package:

- [website of VIVENS](https://www.vivens.nl), which reflects that the railway undertaking has concluded an agreement with at least one power supplier and has fulfilled all relevant contractual obligations.
- Provide ProRail with a forecast of the consumption of electrical 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 Betuwe Line
The railway undertaking wishing to use the 25 kV tractive power supply of the Betuwe Line is required before contracting the basic access package:

- to inform ProRail of its supplier of electric tractive power.
- The railway undertaking will together with the other railway undertakings using electric tractive power on the Betuwe Line appoint one programme responsible party with full authority, as referred to in the System Code of the NMA, the Netherlands Competition Authority. The programme responsible party will accept full programme for 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.
- The railway undertaking will once a year (before 15 October) submit a prognosis of the expected annual consumption of electric tractive power for the coming 7 years; the railway undertaking will for the coming year submit a prognosis of the expected consumption per quarter.
- The railway undertaking will once a year (before 15 December) submit an accurate as possible prognosis of the expected consumption of electric tractive power for the coming calendar year.
- The railway undertaking will provide ProRail with an annual specification of the electric tractive power consumed on the Betuwe Line. The railway undertaking will by no later than 1 April provide a specification of the consumption during the past calendar year. The specification will be accompanied by an unqualified audit report.
- 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.
- ProRail will charge a monthly advance to the railway undertakings using electric tractive power. ProRail will calculate the monthly advance on the basis of the estimated consumption of electric tractive power by the railway undertaking during the relevant month. ProRail will determine the estimated consumption by allocating a proportionate share, based on the specified use, of the total consumption of electric tractive power to the railway undertaking.
- After the end of a calendar year, ProRail will after once all railway undertakings using electric tractive power have provided their specification as referred to the fifth bullet, calculate the factual charge for the relevant calendar year and this against the advance payments.
- The railway undertaking will at the request of ProRail send copies of supply invoices to ProRail and declares itself willing to cooperate in the annual inspection of consumption data by an independent party.
- ProRail will cooperate if the CIEBR purchasing organisation, in order to determine the consumption of electric tractive power per railway undertaking, requires information from ProRail on the use of the infrastructure. The railway undertaking grants ProRail permission to provide this information. ProRail will oblige CIEBR to respect the confidentiality of the provided information and to only use it for the intention for which it was made available.
Appendix 25  Stations (Chapter 6.3.2.1)

The table below offers an alphabetical list of the available stations, with a classification into one of the station categories 'cathedral', 'mega', 'plus', 'basic' or 'stop' for the purpose of determining the user charge. Any newly opened stations not included in the list below are allocated as standard to the category 'basic'.

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<th>Station category</th>
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Appendix 26  Performance schemes (Chapter 6.5)

Performance schemes are agreements between railway undertakings and the infrastructure manager at serve as a stimulus for both parties to minimise disruptions and jointly improve the performance of the railways in the area managed by ProRail. The performance schemes may entail penalties for actions that disrupt the performances of railway undertakings or ProRail on the railways in the area managed by ProRail and compensation for parties who are prejudiced, and premiums to reward performances that exceed estimates.

ProRail offers rail freight operators the following performance schemes as regards the Betuwe Line:

1. **Punctuality:**
   a. Border-out punctuality of the performance of the train service versus the current plan.
   b. Border-in punctuality of the performance of the train service versus the current plan.
   c. Punctuality of the performance of the train service at critical timetable points versus the current plan.

2. **Cancellation of allocated capacity in the traffic control phase:**
   a. Cancellation by the rail freight operator.
   b. Cancellation by ProRail.

These performance schemes are not offered for the use of capacity for work on the main railway infrastructure performed on the instructions of ProRail with the purpose of exercising the tasks referred to Section 16 Paragraph 1 Railways Act.

The practical implementation of the performance schemes are subject to constant evaluation and can during the term of the agreement be changed in mutual consultation.

If changes are made to performance schemes for reasons of effectiveness and reasonableness in accordance with the Access Agreement, these will be published as a supplement to the Network Statement 2017.

1  **Punctuality**

*Purpose of performance scheme*

Improving the reliability of the performance of the train service versus the current timetable, to prevent the underutilisation of standard paths and displacement of other trains, to be measured at the timetable points of:

- the connection at Zevenaar border for trains on the Betuwe Line, vice versa,
- the yet to be agreed arrival railway yards of the Betuwe Line,
- the following critical timetable points on the Betuwe Line:

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The current timetable is:

- the originally allocated timetable that has not been changed by Traffic Control (new orders),
- the allocated changes to the originally allocated timetable following requests by the rail freight operator in ISVL (changes),
- all intervention changes by Traffic Control.

The punctuality performance scheme is a tool for continuously improving the underlying production process of rail freight operators, infrastructure managers and the relevant terminals.

The ‘Punctuality’ performance schemes comprises 3 schemes:

- performance scheme 1a: border-out punctuality;
- performance scheme 1b: border-in punctuality,
- performance scheme 1c: punctuality at critical timetable points.
All performances are measured by ProRail, analysed together with the rail freight operators to identify trends, and the (underlying) causes are reported to the rail freight operators in a frequency agreed between ProRail and the rail freight operator in the Access Agreement 2017. Additionally, the performances and analyses are discussed in the operations-managers chain consultation cooperation consultations and operational changes are, where necessary, agreed between rail freight operators, infrastructure managers and the related terminals, and subsequently monitored for effectiveness. Changes to improve the effectiveness of related operational schemes in the Network Statement 2017 can be implemented after decision-making in the freight management consultations. ProRail and the rail freight operators will make every reasonable effort to achieve realistic harmonisation with the European Performance Regime, whether or not in connection with the Rail Freight Corridor(s). Approved changes will subsequently be published ProRail as a supplement to the Network Statement 2017.

1.1 Performance scheme 1a: border-out punctuality
The border-out punctuality concerns all freight trains that are allocated in standard paths and access the railway network of DB Netze and Infrabel from the Betuwe Line. The scheme applies per rail freight operator and is aggregated.

The punctuality framework and objectives, being the accepted deviation between the current timetable and performance, are:

- Between the maximum of minus 6 minutes and 59 seconds and the maximum of plus 6 minutes and 59 seconds for all freight trains that have passed the connection between the ProRail network and DB Netze network at Zevenaar-border. The objective is 90%.
- Between the maximum of minus 6 minutes and 59 seconds and the maximum of plus 6 minutes and 59 seconds for all freight trains on arrival from the A15 route section of the Betuwe Line on the process tracks of the Kijfhoek hump system and at the yet to be agreed process tracks in the port of Rotterdam. The objective is 90%.

1.2 Performance scheme 1b: border-in punctuality
The border-in punctuality concerns all freight trains accessing the Betuwe Line from the railway network of DB Netze at Zevenaar-border. The scheme applies per rail freight operator and is aggregated.

The punctuality framework and objectives, being the accepted deviation between the current timetable and performance, are:

- Between the maximum of minus 6 minutes and 59 seconds and the maximum of plus 6 minutes and 59 seconds for all freight trains that have passed the connection between DB Netze and the Betuwe Line at Zevenaar-border. The objective is 90%.

1.3 Performance scheme 1c: punctuality at critical timetable points
The punctuality scheme at critical timetable points concerns all freight trains that are allocated in standard paths are required to punctually pass the border-out timetable points. The scheme applies per rail freight operator and is aggregated.

The punctuality framework and objectives, being the accepted deviation between the current timetable and performance, are:

- Between the maximum of minus 6 minutes and 59 seconds and the maximum of plus 6 minutes and 59 seconds for all freight trains on the critical timetable points on the Betuwe Line in Table 1. The objective is 90%.
2 Cancellation of allocated capacity in the traffic control phase

Purpose of performance scheme:
- the timely cancellation in the traffic control phase by rail freight operators of trains already allocated in train paths,
- the timely offering of alternative paths by ProRail in the traffic control phase,
- the reduction in the traffic control phase of the number of cancellations by rail freight operators of trains already allocated in train paths.

This leads to better utilisation of the freight paths and a more predictable and reliable training process.

The performance scheme ‘Cancellations of capacity allocated in the traffic control phase’ comprises 2 schemes:

a. performance scheme 2a: cancellation by the rail freight operator,
b. performance scheme 2b: cancellation by ProRail.

Performance scheme 2a is offered in combination with 2b on the Betuwe Line.

ProRail intends together with the rail freight operator to study the usefulness and necessity of agreeing this reciprocal cancellation scheme for the Combined Network.

2.1 Performance scheme 2a: cancellation by the rail freight operator

A ‘no show’ applies at a standard path if the departure procedure stated in the Operational Conditions in Appendix 6 is not complied with. Traffic Control will in that case cancel the allocated path and register ‘Train cancellation’ in ISVL whereby the penalty is charged to the rail freight operator. Cancelled trains cannot be requested on the same traffic date under the same traffic number.

The penalties of cancellation scheme 2a for the Betuwe Line are stated in the table below.

<table>
<thead>
<tr>
<th>Cancellation rail freight operator, penalty on the Betuwe Line</th>
<th>Standard path</th>
<th>Local traffic path Havenspoor Line</th>
<th>Light locomotive Havenspoor Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submitted in annual timetable, change sheet and ad-hoc phase to OSS</td>
<td>€ 0</td>
<td>not available</td>
<td>not available</td>
</tr>
<tr>
<td>Submitted between 3 hours before departure and 90 minutes before planned departure</td>
<td>€ 100</td>
<td>€ 0</td>
<td>€ 0</td>
</tr>
<tr>
<td>Less than 90 minutes before departure up to 30 minutes before planned departure</td>
<td>€ 250</td>
<td>€ 100</td>
<td>€ 50</td>
</tr>
<tr>
<td>Within 30 minutes of planned departure *</td>
<td>€ 400</td>
<td>€ 200</td>
<td>€ 100</td>
</tr>
</tbody>
</table>

*= light locomotive paths and local traffic paths on the Havenspoor Line can be ordered up to 15 minutes before planned departure.

Preconditions:
- In case of a disaster beyond the control of the rail freight operator whereby the regular train process is not reasonably possible, the rail freight operator can link the cancellation to the ISVL report card. ProRail will then not charge any costs. The report card will remain open up to 1 hour after the end of the disaster. The report card can remain open longer at the request of the rail freight operator or initiative of ProRail.
- In case of an objection by the rail freight operator against the cancellation registered and reported by ProRail, the rail freight operator must within 2 working days of the sending of the digital report by ProRail submit its objection by email to annulering@prorail.nl.

2.2 Performance scheme 2b: cancellation by ProRail on the Betuwe Line

Cancellation by ProRail is assumed in case of a change caused by ProRail whereby an alternative path cannot be offered within one hour, or in case a delay caused by ProRail is such that the train is effectively cancelled (and the load cannot within one hour be transported by another train). The cancellation penalties of translation scheme 2b are stated in the table below.
Table 3 Penalty for ProRail on offering alternative train path on the Betuwe Line over one hour after the last allocated timetable

<table>
<thead>
<tr>
<th>Offering alternative paths on the Betuwe Line</th>
<th>Standard path</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 1 to 3 hours</td>
<td>€ 100</td>
</tr>
<tr>
<td>Within 3 to 6 hours</td>
<td>€ 250</td>
</tr>
<tr>
<td>Within 6 to 12 hours</td>
<td>€ 500</td>
</tr>
<tr>
<td>After 12 hours</td>
<td>€ 1,000</td>
</tr>
</tbody>
</table>

The effects of the order moments and the monetised cancellation scheme not limited.

Preconditions:
- The cancellation penalty for ProRail only applies if ProRail is the causing party, i.e., in case of infrastructural disruptions or incorrect route controls on the Betuwe Line.
- Rail freight operators must within 2 days of the incident report the cancellation by ProRail by email to annulering@prorail.nl.
- The cancellation penalty applies exclusively to direct delays. Knock-on delays are not covered by the scheme.
- This performance scheme only applies to standard paths. Local traffic paths and light locomotive paths on the Havenspoor Line are excluded from this scheme.
Appendix 27 Compensation scheme for timetable changes (Chapter 4.5.3)

1 Regulations for passenger transport trains

In order to apply the compensation scheme to passenger trains that are cancelled owing to capacity requested in the annual timetable for the performance of construction work, as described in Chapter 4.5.3 of the Network Statement, the route sections are divided into 2 categories:

Category 1 comprises the following route sections:
- Den Helder – Alkmaar – Amsterdam Centraal – Eindhoven – Maastricht / Heerlen
- Woerden – Leiden – Haarlem – Amsterdam Centraal
- Amsterdam Centraal – Amersfoort – Deventer – Enschede / Oldenzaal border
- Schiphol – Duivendrecht – Lelystad – Zwolle
- Hilversum – Utrecht Centraal – Arnhem – Zevenaar border / Nijmegen
- Zwolle – Arnhem – ’s-Hertogenbosch
- Roosendaal / Lage Zwaluwe – Breda – Tilburg – Boxtel / ’s-Hertogenbosch
- Eindhoven – Venlo

Category 2 comprises all other route sections, which are not allocated to Category 1.

2 Regulations for freight transport

The definition and charges below apply supplementary to the compensation scheme for freight trains as described in Chapter 4.5.3.

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. The calculation is based on trains registered as freight trains in the NVGB (New transport databank).

Any freight trains that have run during the period of possession are deducted.

Charge
The compensation charge for freight trains depends on the route section on which the possession took place and is expressed as an amount per affected train (see definition above).

The charges for the most popular freight routes are included in the table below. A specific compensation charge 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>
<thead>
<tr>
<th>Route section</th>
<th>Compensation charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amersfoort – Deventer</td>
<td>€ 550</td>
</tr>
<tr>
<td>Amersfoort - Zwolle</td>
<td>€ 330</td>
</tr>
<tr>
<td>Amersfoort – Duivendrecht connection</td>
<td>€ 770</td>
</tr>
<tr>
<td>Amersfoort – Utrecht</td>
<td>€ 550</td>
</tr>
<tr>
<td>Almelo – Mariënberg</td>
<td>€ 110</td>
</tr>
<tr>
<td>Alphen a/d Rijn – Gouda</td>
<td>€ 330</td>
</tr>
<tr>
<td>Amsterdam Centraal – Breukelen</td>
<td>€ 550</td>
</tr>
<tr>
<td>Breda – Roosendaal</td>
<td>€ 550</td>
</tr>
<tr>
<td>Breda – Tilburg</td>
<td>€ 550</td>
</tr>
<tr>
<td>Breukelen – Utrecht</td>
<td>€ 110</td>
</tr>
<tr>
<td>Boxtel – Eindhoven</td>
<td>€ 770</td>
</tr>
<tr>
<td>Route section</td>
<td>Compensation charge</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Tilburg – Vught connection</td>
<td>€ 330</td>
</tr>
<tr>
<td>Beverwijk – Haarlem</td>
<td>€ 770</td>
</tr>
<tr>
<td>Eindhoven – Roermond</td>
<td>€ 330</td>
</tr>
<tr>
<td>Eindhoven – Venlo border</td>
<td>€ 770</td>
</tr>
<tr>
<td>Gouda – Harmelen connection</td>
<td>€ 330</td>
</tr>
<tr>
<td>Herfte connection – Mariënberg</td>
<td>€ 990</td>
</tr>
<tr>
<td>Haarlem – Amsterdam Sloterdijk</td>
<td>€ 770</td>
</tr>
<tr>
<td>Harmelen connection – Breukelen</td>
<td>€ 770</td>
</tr>
<tr>
<td>Harmelen connection – Utrecht</td>
<td>€ 110</td>
</tr>
<tr>
<td>’s-Hertogenbosch – Lunetten</td>
<td>€ 550</td>
</tr>
<tr>
<td>Kijfhoek – Lage Zwaluwe</td>
<td>€ 550</td>
</tr>
<tr>
<td>Leeuwarden – Groningen</td>
<td>€ 1,210</td>
</tr>
<tr>
<td>Leeuwarden – Meppel</td>
<td>€ 550</td>
</tr>
<tr>
<td>Meppel – Onnen</td>
<td>€ 550</td>
</tr>
<tr>
<td>Roermond – Sittard</td>
<td>€ 1,210</td>
</tr>
<tr>
<td>Gouda – Rotterdam Zuid</td>
<td>€ 330</td>
</tr>
<tr>
<td>Deventer – Oldenzaal border</td>
<td>€ 770</td>
</tr>
<tr>
<td>Sittard – Eijsden border</td>
<td>€ 550</td>
</tr>
<tr>
<td>Tilburg – Boxtel</td>
<td>€ 550</td>
</tr>
<tr>
<td>Tilburg – Vught connection</td>
<td>€ 330</td>
</tr>
<tr>
<td>Utrecht – Zevenaar Oost</td>
<td>€ 110</td>
</tr>
<tr>
<td>Lage Zwaluwe – Breda</td>
<td>€ 330</td>
</tr>
<tr>
<td>Lage Zwaluwe – Roosendaal</td>
<td>€ 1,210</td>
</tr>
</tbody>
</table>