

Supplement 4 to the Network Statement 2018

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ProRail has adopted the following supplements and/or changes to the Network Statement 2018 Combined Network, in accordance with the provisions of Chapter 1.6 of this Network Statement.

1 First come, first serve principle for ad hoc requests

- I. In Chapter 4.4.1.3.1 'Requests by titleholders', under 'Allocation process' the following text is added to the third paragraph after "processed in Donna": "as well as the capacity not yet recorded in Donna, that are come in earlier by written request according to the first come, first serve principle. Within a reasonable period of time after registered its request in Donna, the railway undertaking will be notified by ProRail if, as a result of the aforementioned situation, the requested capacity is not allocated to the railway undertaking."
- II. In Chapter 4.4.1.3.1, under 'Allocation process', the following sentences are removed from the fourth and fifth paragraphs:
 - "The titleholder making a written application accepts the possibility that the requested capacity is allocated in the period between submitting and handling of the application in favour of a digital application made via Donna."
 - "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."

2 Compensation of ad-hoc capacity for management

- I. In Chapter 4.5.4 'Ad hoc capacity for work', the following text is added to point g:
"The compensation for freight transport operators is standardised and laid down in Section 3 of Appendix 27."
- II. In Appendix 27 'Compensation scheme for timetable changes', the text "and § 4.5.4" is added to the title.
- III. The following addition is made to Appendix 27 'Compensation scheme for timetable changes':

3 Compensation scheme ad hoc capacity for works

Pursuant to point (g) of Chapter 4.5.4, titleholders and ProRail are given the opportunity, when agreeing to the capacity change, to impose the condition that any disadvantage they suffer as a result of a deviation from previously distributed capacity is compensated. This compensation is limited to direct operational costs, which must be properly substantiated.

The opportunity referred to in point g is being further detailed into a standardised method of cost reimbursement, in order to create uniformity and reduce the administrative burden on freight transport operators and ProRail. For the sake of clarity, this scheme does not provide compensation for the situation referred to in point h of Chapter 4.5.4 of the Network Statement 2018. The tariffs below serve as compensation for the disadvantage suffered as a result of deviation from previously allocated capacity in the case of (maintenance) work (in the sense of Chapter 4.5.4 point g of the Network Statement 2018) not allocated in the annual timetable. These tariffs are based on the calculations of the costs incurred for the 3rd Rail project and have been tested by TNO and the European Commission.

Table 1

compensation for changed capacity per extra (detoured) km in relation to the originally allocated km	tariff (per train kilometre)
extra user charge (linked to weight and transport efficiency performance scheme)	€ *
extra locomotive costs	€ 2.47
extra energy costs	€ 1.86
extra driver costs	€ 0.96

* The level of the user charge depends on the weight as referred to in Tables 6.1 and 6.3. If a railway undertaking has agreed to the transport efficiency performance scheme in the Access Agreement, the tariffs in Table 6.1 are netted against the bonus/malus as included in the performance scheme.

Table 2

compensation for cancelled capacity per km without alternative (km of the original route)	tariff (per train kilometre)
Total	€ 5.44

Calculation example: A freight train with capacity rights from Maasvlakte West via Moerdijk Bridge to Venlo will, in case of an ad hoc possession on the Moerdijk Bridge that is requested 2 weeks before performance and for which no alternative timetable is available within 6 hours via, for example, Utrecht, be given a compensation amount of $195.5 \text{ km} \times € 5.44 / \text{km} = € 1,063.52$

The starting points for the compensation scheme are:

- Only allocated rights that are affected by ad hoc work and lead to the detour or cancellation of a train are eligible for compensation of the direct operating costs.
- The detour or cancellation of a train is regarded as a deviation from the previously allocated capacity.
- A train will be considered cancelled if no alternative path can be offered on the Combined Network or the Betuweroute within 6 hours of the last allocated capacity, where the train has not run and the cause is attributable to the work. In such cases, the kilometres of the original path shall be considered as the train kilometres eligible for compensation as referred to in Table 2.
- Compensation only concerns direct operating costs.
- Compensation shall only apply if the titleholder consents to accommodation of the work and deviations from the previously allocated capacity.
- Light locomotives are excluded from the cancellation scheme, but not for compensation of disadvantage within the meaning of this scheme.
- Only capacity rights that are allocated at the time of the announcement of the decision regarding possessions and which fall within the period of possession fall under this scheme.
- Disadvantage resulting from a train detour shall not be compensated if compensation has been paid for cancellation of the same train.

3 Stabling charge Combined Network

In Chapter 6.3.1.2.1 'Combined Network', Table 6.4, the text "x 250%" is twice removed.

4 Reservation charge in case of cancellation

- I. In Chapter 6.4.2.1 'Passenger transport – train path', the text "€ 10" is replaced with "€ 0".

- II. In Chapter 6.4.2.3 'Freight transport and other transport – train path', the text "€ 10" is replaced with "€ 0".

5 Invoicing

The text of Chapter 6.7 'Invoicing' is replaced with:

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

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

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

6 Application planning and performance information TSI

- I. The following text is added to Chapter 5.2.1 'Train path', in the category 'Description', under the heading 'Information on the current train service':
 "k. The provision of planning and performance information on the basis of the TSI TAF/TAP messages (see Section 19 of Appendix 23)."
- II. A line is added to the first table of Appendix 23 'Requests, publications and reports':

Planning and performance information (TSI)	provision of planning and performance information on the basis of the TSI TAF/TAP messages	Appendix 23 – 19	5.2.1
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- III. The following is added to Appendix 23 'Requests, publications and reports':

19 Planning and performance information (according to TSI TAF/TAP standard)

Category	Notes
Application	Planning and performance information (according to TSI TAF/TAP standard)
Function	<p>The provision of planning and performance information on the basis of the TSI TAF/TAP messages :</p> <ul style="list-style-type: none"> • The 'Path details' message (based on Chapter 4.2.2.3 TSI TAF). • The 'Train Running forecast' message (in accordance with Chapter 4.2.4.3 TSI TAF). • The 'Train Running information' message (in accordance with Chapter 4.2.4.2 TSI TAF). • The 'Train Running Interruption' message (in accordance with Chapter 4.2.5.2.TSI TAF). <p>The messages will be delivered on the basis of the Operational Train Number and will in time (expected 2020) be replaced by the Train_ID. The number of messages will over the years (expected 2019 / 2020) be expanded to include planning messages. The planning depends on the implementation activities at ProRail.</p>
Request	via Product Management Information & ICT Services: informatiediensten@prorail.nl
Delivery time	On request

Category	Notes
Terms of delivery	Communication exclusively takes place between the Common Interface of ProRail the Common Interface of the railway undertaking. An SLA forms part of the Access Agreement; a draft version will be provided on request via Product Management Information & ICT Services (informatiediensten@prorail.nl).

7 Terms of delivery Train Path service

The following sentence under 'Terms of delivery' in Chapter 5.2.1 'Train path':

"Titleholders who do not qualify as railway undertaking can exclusively acquire from ProRail the items a and b of this service, as stated under 'description'."

is replaced with:

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

8 Silent rolling stock discount

- I. The text below is added to the third paragraph of Chapter 6.4.5.1 'Discount for running retrofitted goods wagons':
"If a wagon is included in the Silent Wagon Database (SWDB), ProRail grants the discount on the basis of the data recorded in SWDB. ProRail automatically includes vehicles that are recorded in the SWDB in this scheme."
- II. The text below is added to Chapter 6.4.5.2 'Discount for running silent freight train':
"If a wagon is included in the Silent Wagon Database (SWDB), ProRail grants the discount on the basis of the data recorded in SWDB. ProRail automatically includes vehicles that are recorded in the SWDB in this scheme."

"The bonus scheme also applies to trains that consist entirely of new silent wagons. If the train does not comprise any retrofitted wagons, the bonus is € 0.01 per silent wagon."
- III. The text below is added to the first paragraph of Chapter 6.4.5.3 'Discount for running retrofitted passenger stock':
"The discount for retrofitted passenger stock is available to railway undertakings that have also used this scheme in 2016 and 2017."

9 Main siding line Alphen aan den Rijn

- I. The text "exclusively siding line along Magazijnweg" is dropped from Appendix 1 'General overview map of network configuration'.
- II. The fourth point with the text "in Alphen aan den Rijn the main siding line 'Industrieterrein Rijnhaven', exclusively the main siding lines along Bedrijfsweg and Industrierweg" is dropped from Appendix 11 'Information on secondary railways'.

10 Performance scheme for freight transport

- I. The text below is added to the summary in Section 3 'Schemes for the freight transport market segment' in Appendix 26 'Performance scheme':
"3. Promote efficient stabling on the Betuweroute in case of conflicting requests in the timetable"

allocation process for service facilities offered by ProRail

4. Arrival punctuality”

- II. Section 3.1 ‘Use of stabling capacity outside the agreed capacity (Combined Network)’ in Appendix 26 ‘Performance scheme’ is replaced with:

3.1 Use of stabling capacity outside the agreed capacity

If ProRail ascertains the use by a railway undertaking of a railway siding on the Betuwe Line outside the agreed capacity, a surcharge of 50% applies to the daily charge for use of that track as described in Chapter 6.3.1.2.

- III. A new section is added to Appendix 26 ‘Performance Scheme’:

3.3 Promote efficient stabling on the Betuweroute in case of conflicting requests in the timetable allocation process for service facilities offered by ProRail

Supplementary to Chapter 6.3.1.1.2.2.2, the following applies:

- The classification and pricing of location categories A, B and C serves to promote efficient capacity utilisation.
- In the event of conflicting requests in the timetable allocation process for access to service facilities on Betuweroute stabling yards, a study into viable alternatives will be carried out.
- The study of viable alternatives as referred to in Article 15 Implementation Directive 2012/34/EU on establishing a single European railway area may advise the transfer the processes from several tracks to another railway yard.
- If this railway yard falls into a more expensive location category and the requests for capacity are reconciled with the transfer of processes to another railway yard, the meter price of the tracks initially requested will apply. The meter price is calculated by dividing the user charge by the length of the track.

- IV. A new section is added to Appendix 26 ‘Performance Scheme’:

3.4 Arrival punctuality

Definitions:

- Routes (all in both directions): Kijfhoek Zuid connection – Zevenaar Oost, Kijfhoek connection Zuid-Venlo, Beverwijk-Sittard, Singelgracht connection (via Betuweroute Meteren) – Zevenaar Oost, Roosendaal-Oldenzaal, Rotterdam Stadion-Onnen, Sittard-Venlo and Kijfhoek connection Zuid-Roosendaal.
- Punctuality: the percentage of trains that at the arrival measurement points does not have an extra delay of more than 2 minutes and 59 seconds in relation to the delay with which the train departed on the basis of the current schedule.
- Measured for all trains that run the entire route.
- Source: NVGB.

Approach:

- The performance of routes on which the railway undertaking runs 10 or more trains per month per direction is measured and discussed between the railway undertaking and ProRail, including prospective and agreed measures aimed at improving punctuality. The discussion is held quarterly.
- Use is made of a bonus/malus scheme, which is related to the user charge, and applies to undertakings that annually run at least 100 trains per direction on at least one route.
- Monitoring covers a larger route section than that on which the bonus/malus is based. For example: monitoring up to Venlo border, bonus/malus up to Venlo timetable point.

Monitoring and discussion of regime:

- According to standard process to achieve the objective: measurement, analyse causes of delay, define measures, implementation, monitoring, intervention if necessary.

- Maximum of two routes per transport operator per quarter, determined in consultation.

Bonus/malus scheme:

- The scheme is settled once a year as a discount/surcharge to the user charge. If application of the scheme is terminated in the interim in mutual consultation, settlement as discount/surcharge to the user charge will take place within two months of termination.
- The basis is the weighted average arrival punctuality on all specified routes where the relevant transport operator annually runs at least 100 trains per direction on the entire route.
- A malus/bonus of 0.25% is paid for every percentage point that the performance is below/above 90%. For routes on which the arrival punctuality of the railway undertaking is lower than 50%, a punctuality of 50% it is assumed in calculating the weighted average arrival punctuality. The maximum malus is 10% and the maximum bonus 3%.
- The malus/bonus is based on the user charge paid for the 'Train path' service of all train paths of the railway undertaking.
- The own percentage is determined for railway undertakings that meet the minimum traffic requirements (weighted average on all routes where the minimum is met).
- For railway undertakings that do not meet the minimum traffic requirements, use is made of the weighted average percentage of all transport operators who do meet the minimum traffic requirements.
- In case of:
 - a malus,
 - whereby analysis shows that the cause of the non-punctuality lies with the railway undertaking,
 - and the railway undertaking within a period of three months has inadequately implemented improvement measures jointly recorded in writing by the parties in account management consultations or operations managers consultation, the malus will lapse. The above is subject to the scope and objective of the relevant performance scheme. ProRail will report this in writing, accompanied by proper substantiation, to the railway undertaking.
- In case of:
 - a malus,
 - whereby analysis shows that the cause of the non-punctuality lies with ProRail,
 - and the railway undertaking within a period of three months has inadequately implemented improvement measures jointly recorded in writing by the parties in account management consultations or operations managers consultation, then one percentage point extra malus is calculated for the railway undertaking and route. the railway undertaking will report this in writing, accompanied by proper substantiation, to ProRail.

11 Axle load Zwolle – Deventer

The map in Appendix 13 'Axle loads and load per unit of length' is replaced with the map below.

12 Power supply Zwolle – Kampen and Rhenen – De Haar Aansluiting

Appendix 17 'Tractive power supply systems':

- The map is replaced with the map below.
- The following line is added to the table after the heading 'Current take-up restrictions':

Zwolle – Kampen	2,000 A
Rhenen – De Haar Aansluiting	3,000 A

13 Private passenger transport

The following text is added to the end of Chapter 6.3.1.3 'Transfer':

"Exception rule private passenger transport"

Owing to the absence of a usable record of stops along the platform for private passenger transport in ProRail's planning systems, the transfer service is settled at a fixed rate based on one stop by train according to train stop code C and station class Basic."

axle load map (reduced):

power supply map (reduced):



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