

## **ROC Section 2 – Emergency Timetabling Procedure in the Event of Extended Disruption.**

*This section governs the arrangements for implementing an emergency timetable, when an Extended Disruption occurs.*

*The availability of a Contingency Plan should first be considered. This may prescribe an emergency timetable, or provide a procedure for arriving at one. If there is not a Contingency Plan covering the position (or the Contingency Plan does not include an emergency timetable), then CVL IM or Train Operators can initiate procedures leading to the adoption of an emergency timetable.*

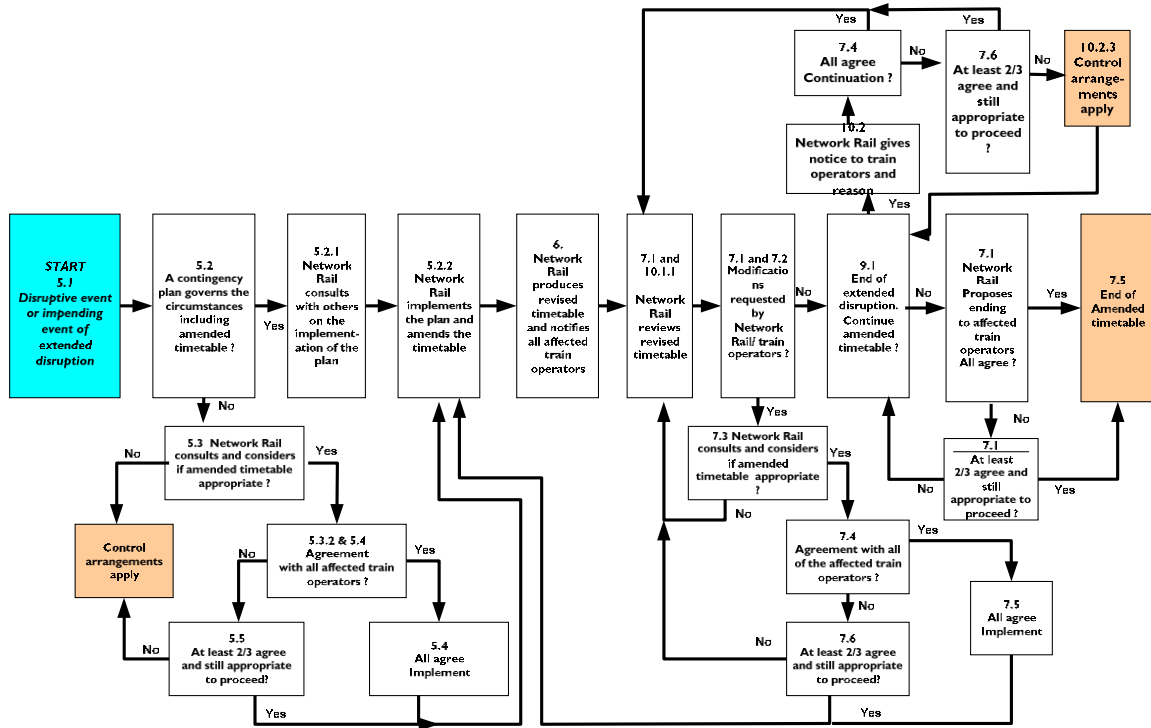
*Once such an emergency timetable is in operation, it must be kept under review, and analogous procedures apply to modifications resulting from that review. The Working Timetable is to be restored as soon as possible after the end of the Extended Disruption, and the transitional arrangements for restoration are kept under review until completed.*

*The following terms used in this section are defined elsewhere:*

- the Network Code defines Disruptive Event, Extended Disruption, Network, the Objective (in Part H), the Working Timetable (in Part A) and Decision Criteria (set out in Condition D6);*
- the Introductory and General Section of the ROC defines Contingency Plan and provides that references to Conditions are to Conditions of the Network Code.*

*The processes involved in implementing and withdrawing an emergency timetable are illustrated in the following flowchart. Neither the flowchart nor the remainder of this explanatory note forms part of the ROC.*

# Emergency timetabling flowchart



## **1. Definitions**

- 1.1 “Affected Train Operator” means any Train Operator affected or likely to be affected by the relevant Extended Disruption or by any timetable amendment under this section;
- 1.2 “Applicable Timetable” means, in respect of a day, the Working Timetable as at 2200 hours on the day prior to that day.
- 1.3 “Control Office” as defined in ROC Section 1 – Control Arrangements.
- 1.4 “Network Rail Control Office” as defined in ROC Section 1 – Control Arrangements.

## **2. Effective Date**

- 2.1 This paragraph 2 has effect from the establishment of this section.
- 2.2 The remaining paragraphs of this section shall have effect from the date specified for their commencement in a notice given by CVL IM to every Train Operator, copied to the Office of Rail and Road, and published on its website. Before giving that notice, Network Rail shall consult with every Train Operator.

## **3. Emergency Timetabling Objective**

- 3.1 The Emergency Timetabling Objective is, in a manner consistent with the Objective:
- 3.1.1 to minimise the effects of an Extended Disruption;
- 3.1.2 to permit the operation of trains in accordance with the Applicable Timetable as it would have applied in the absence of the Extended Disruption as soon as reasonably practicable after the end of that Extended Disruption; and

3.1.3 to ensure that, in accommodating the effects of the Extended Disruption, the most efficient and economical use of available resources is made so

as to fulfil so far as reasonably practicable the needs of passengers and freight customers.

#### **4. Provision for amended Working Timetables in Contingency Plans**

4.1 CVL IM and each Train Operator shall, when preparing and regularly reviewing a Contingency Plan, consider whether it is appropriate to include in that Contingency Plan:

4.1.1 amendments to the Working Timetable which are reasonably likely to be required; and

4.1.2 procedures or criteria to guide affected parties in the decisions as to when and how to apply any such amendments which are prepared in advance; and

4.1.3 procedures or criteria to guide affected parties in the establishment of any such amendments not prepared in advance.

4.2 Any amendments to the Working Timetable provided for in the Contingency Plan shall seek to achieve the Emergency Timetabling Objective and be established as part of the process for establishing Contingency Plans or as part of a process for which the Contingency Plan provides, having due regard to the Decision Criteria.

#### **5. Agreed amendment of Working Timetable**

5.1 Any Affected Train Operator shall, if it considers that an Extended Disruption exists or may exist, notify CVL IM accordingly. If CVL IM is reasonably satisfied that an Extended Disruption exists or may exist (with or without that notification), it shall take the steps set out below, as applicable.

5.2 If a Contingency Plan governs such Extended Disruption, CVL IM shall as soon as is reasonably practicable:

- 5.2.1 consult with all Affected Train Operators and liaise with Network Rail as regards the implementation of the relevant sections of the Contingency Plan; and
- 5.2.2 (unless otherwise agreed and having regard to the feasibility of implementation insofar as it impacts on Affected Train Operators) implement the relevant sections of that Contingency Plan, including amendments to the Working Timetable for which it may provide, and Affected Train Operators shall afford all reasonable co-operation with such implementation.
- 5.3 If there is no such Contingency Plan (or if the Contingency Plan does not govern the Extended Disruption):
- 5.3.1 CVL IM shall as soon as is reasonably practicable consult with all Affected Train Operators and consider whether the Emergency Timetabling Objective will be better achieved by an amendment to the Working Timetable; and if so,
- 5.3.2 CVL IM shall use all reasonable endeavours to agree with all Affected Train Operators, having due regard to the Decision Criteria, an amendment to the Working Timetable to achieve the Emergency Timetabling Objective. Liaising with Network Rail to implement the changes
- 5.4 Each Affected Train Operator shall cooperate with such consultation and, if requested, use all reasonable endeavours to agree an amendment to the Working Timetable to achieve the Emergency Timetabling Objective.
- Network Rail (on behalf of CVL IM shall implement any amendment to the Working Timetable which is agreed as required by paragraph 5.3.2 as soon as reasonably practicable to achieve better the Emergency Timetabling Objective.
- 5.5 If, following such consultation, despite CVL IM having used all such reasonable endeavours to reach agreement as required by paragraph 5.3.2:
- 5.5.1 CVL IM has reached agreement on amendment of the Working Timetable with two thirds or more of the Affected Train Operators, but has been unable to reach agreement with the remainder; and

5.5.2 CVL IM is of the reasonable opinion that the Emergency Timetabling Objective will be better achieved with such amendment, despite the absence of agreement with the remainder of the Affected Train Operators, having considered any representations made by Affected Train Operators as to the practicality of so proceeding; and

5.5.3 CVL IM has given notice to the Affected Train Operators, stating the amendment to be made, who has and has not agreed it, and its reasons for sustaining the opinion mentioned in paragraph 5.5.2 in the light of any representations made,

then Network Rail shall implement such an amendment to the Working Timetable as soon as is reasonably practicable without the agreement of the remainder of the Affected Train Operators, in order to achieve better the Emergency Timetabling Objective.

## **6. Network Rail to establish amended Working Timetable**

6.1 Where an amended Working Timetable is to be implemented under paragraph 5, Network Rail shall promptly produce a revised Working Timetable reflecting the amendment and shall notify all Affected Train Operators of it.

6.2 Where the CVL IM Control Office predicts that the Extended Disruption will last longer than 72 hours, appropriate dialogue between the CVL IM Control Office, the Affected Train Operators and Network Rail's Timetable Planning department shall begin at the earliest opportunity to establish whether an amended Working Timetable should be introduced and the timescales for such a timetable to be implemented.

## **7. Review of revised Working Timetable**

7.1 With the objective of ensuring that the revised Working Timetable achieves the Emergency Timetabling Objective, CVL IM shall keep the revised Working Timetable under review. CVL IM shall propose modifications to the revised Working Timetable whenever it reasonably considers such modifications are

necessary for the purpose of better achieving the Emergency Timetabling Objective.

- 7.2 Any Affected Train Operator may propose to Network Rail such modifications to the revised Working Timetable as it reasonably considers necessary for the purpose of better achieving the Emergency Timetabling Objective.
- 7.3 If CVL IM makes or receives any proposal under paragraphs 7.1 or 7.2 to modify the revised Working Timetable (and, in the case of a request received, it reasonably considers that the Emergency Timetabling Objective will be better achieved by any such modifications), it shall promptly consult all Affected Train Operators.
- 7.4 CVL IM shall use all reasonable endeavours to agree with all affected Train Operators, having due regard to the Decision Criteria, the proposed modifications to the revised Working Timetable to achieve better the Emergency Timetabling Objective.
- 7.5 Each Train Operator consulted by CVL IM in respect of any proposal made under paragraphs 7.1 or 7.2 shall cooperate with such consultation and shall use all reasonable endeavours to agree such modifications to the revised Working Timetable to achieve better the Emergency Timetabling Objective.

CVL IM shall implement any such modifications to the revised Working Timetable which are agreed as required by paragraph 7.4 as soon as reasonably practicable to achieve better the Emergency Timetabling Objective.

- 7.6 If, following such consultation, despite CVL IM having used all such reasonable endeavours to reach agreement as required by paragraph 7.4:
- 7.6.1 CVL IM has reached agreement on modifications to the revised Working Timetable with two thirds or more of the Affected Train Operators but has been unable to reach agreement with the remainder; and
- 7.6.2 CVL IM is of the reasonable opinion that the Emergency Timetabling Objective will be better achieved with such modifications, despite the absence of agreement with the remainder of the Affected



Train Operators, and having considered any representations made by Affected Train Operators as regards the practicality of proceeding without such agreement; and

7.6.3 CVL IM has given notice to the Affected Train Operators, stating the modifications to be made, who has and has not agreed them, and its reasons for sustaining the opinion mentioned in paragraph 7.6.2 in the light of any representations made, then CVL IM shall implement such modifications to the revised Working Timetable as soon as reasonably practicable without the agreement of the remainder of the Affected Train Operators, in order to achieve better the Emergency Timetabling Objective.

7.7 Where a modification to the revised Working Timetable is to be implemented under this paragraph 7, Network Rail shall promptly produce a further revised Working Timetable reflecting the modification and shall notify all Affected Train Operators of it.

## **8. Rights of appeal**

8.1 The appeal procedures set out in Condition D5 shall apply to any changes or proposed changes to the Working Timetable pursuant to this section, including the restoration of the Applicable Timetable, with such modifications as are necessary for them to apply to this section.

8.2 The resolution of any other dispute between Access Parties in relation to matters arising under this section shall be governed by the terms of their Access Agreement.

## **9. Restoration of Working Timetable**

9.1 Subject to paragraph 10, as soon as is reasonably practicable after the end of an Extended Disruption to which a revised Working Timetable applies, the Applicable Timetable as it would have applied in the absence of such Extended

Disruption shall be restored and CVL IM shall propose this and follow the procedures under paragraph 7 as though such restoration were the making of a modification to the revised Working Timetable.

## **10. Continuation of Emergency Timetable**

10.1 Pending the restoration of the Applicable Timetable as it would have applied in the absence of such Extended Disruption, the latest revised Working Timetable established under this section shall continue, whether or not the Extended Disruption shall have ended, but without prejudice to:

10.1.1 the arrangements for reviewing the revised Working Timetable under paragraph 7;

10.1.2 the obligations in relation to the restoration of the Applicable Timetable under paragraph 9; and

10.1.3 the obligations of CVL IM under paragraph 10.2.3.

10.2 If CVL IM reasonably considers that permitting the operation of trains in accordance with the Applicable Timetable as it would have applied in the absence of such Extended Disruption after the end of an Extended Disruption is not reasonably practicable, then it shall promptly:

10.2.1 give to each Affected Train Operator notice of its opinion together with its reasons;

10.2.2 take into account any representations or objections which any of them shall make in relation to the matter; and

10.2.3 if the revised Working Timetable established pursuant to this section has been or is likely to be in operation for a longer period than was expected when it was established, reconsider the revised Working Timetable and re-comply with the procedures specified in paragraph 7, without prejudice to its powers and responsibilities for the exercise of “on the day” operational control of the Network.