

Interim Determination in respect of dispute reference TTP2684
(following a hearing held in London, on 09 October 2025)

Introduction to the Interim Determination

1. This is an Interim Determination of this Dispute, with full written reasons.
2. By the time the Parties had made their written submissions, there were only three headings (covering four services) still in dispute.
3. On reviewing the Parties' Sole Reference Documents, and the responses to Directions that I had given, it became clear that there was a strong possibility of resolving one item (6L34) amicably.
4. On the day of the hearing, therefore, I adjourned this item, giving Directions to the Parties as outlined in Section F of this document.
5. As a consequence, I was only able to reach a final determination in respect of two of the three headings. As the dispute relating to 6L34 stands adjourned, this document comprises an Interim Determination with full written reasons relating to those two headings, to permit any appeal to be raised in respect of them.
6. In the event of any Appeal against this Interim Determination I trust that the ORR would not refuse to consider it on the grounds that there was not yet a final Determination of this Dispute.

The Panel:

Clive Fletcher-Wood Hearing Chair

Members appointed from the Timetabling Pool

Robin Nelson elected representative for Non-Passenger Class, Band 2
Hannah Linford appointed representative of Network Rail

The Dispute Parties:

GB Railfreight Ltd ("GBRF")

Jason Bird Permanent Timetable Planning Manager
Daniel Grainger Head of Timetabling and Long-Term Traincrew Planning

Network Rail Infrastructure Limited ("NR")

Nick Coles Timetable Production Manager - Freight

Involved Parties:

<i>Unable to attend</i>	Arriva Rail London Ltd.
David Llewellyn	DB Cargo (UK) Ltd.*
Rob Holder	First Greater Western Ltd.*
Barnaby Nash	Freightliner Ltd.*
Robert McCarthy	Govia Thameslink Railway Ltd.*
Richard Henderson	Northern Trains Ltd.
David Fletcher	XC Trains Ltd.*

**Attended via videoconference*

In attendance:

Nigel Oatway Committee Secretariat ("Secretary")

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A Background and Jurisdiction

1. Dispute TTP2684 was raised by GBRf by service of a Notice of Dispute on 27 June 2025 in respect of NR's decision in relation to the New Working Timetable Publication for 2026. The dispute was brought on the basis that GBRf disagreed with NR's decisions regarding its Access Proposals.
2. On 10 September 2025, having been unable to resolve all the issues in dispute, GBRf requested a TTP hearing for the remaining matters in dispute. By the time of the hearing there were four remaining Train Slots in dispute, a summary of which can be found in Annex B.
3. I was appointed as Hearing Chair on 16 September 2025 and I satisfied myself that the matters in dispute included grounds of appeal which may be heard by a Timetabling Panel convened in accordance with Chapter H of the ADR Rules to hear an appeal under the terms of Network Code Condition D5.
4. In its consideration of the Parties' submissions and its hearing of the Disputes, the Panel was mindful that, as provided for in ADR Rule A5, I should reach my "determination on the basis of the legal entitlements of the Dispute Parties and upon no other basis".
5. The abbreviations used in this determination are set out in the list of Parties above, in this paragraph 4 and as otherwise defined in this determination document:

ADR Rules mean the Access Dispute Resolution Rules and Rule is construed accordingly

Association has the meaning given in Schedule 5

Chapter H means Chapter H of the ADR Rules

MoD means Ministry of Defence

Part D means Part D of the Network Code

Schedule 5 means Schedule 5 of the Model Freight Track Access Contract

SRD means Sole Reference Document

TAC means Track Access Contract

TPR(s) means Timetable Planning Rule(s)

Train Slot has the meaning given in Part D

TTP means Timetabling Panel

B History of this dispute process and documents submitted

6. At my request (and as permitted by ADR Rule H21), the Dispute Parties were required to provide SRDs. The proposed Panel hearing was notified generally by means of the website and by email to those identified as potential Involved Parties by the Dispute Parties.
7. On 25 September 2025 GBRf served its SRD, in accordance with the dispute timetable as issued by the Secretary.
8. On 26 September 2025 I issued my first Directions, asking GBRf to clarify the remedies sought, and to confirm whether as well as alleging that exceptional circumstances existed (and therefore D5.3.1(c) applied), it would also seek a remedy under D5.3.1(a). GBRf was also asked to clarify which contractual provisions it said were applicable to 6L34, which it then did.

9. Following review of GBRf's responses, I then issued (via the Secretary) further Directions on 30 September 2025 asking NR to confirm in its SRD: whether there was a TAC in place between GBRf and NR pertaining to 'network services'; if there was a contract whether NR considered that there were any provisions of that TAC relevant to TTP2684 and 6L34; full details of the role and routing of 6L34.
10. On 02 October 2025 NR served its SRD in accordance with the dispute timetable as issued by the Secretary.
11. Arriva Rail London Ltd., DB Cargo (UK) Ltd., First Greater Western Ltd., Freightliner Ltd., Northern Trains Ltd. and XC Trains Ltd. declared themselves to be Involved Parties. All, save Arriva Rail London Ltd., were represented at the hearing. The fact that one of the Industry Advisers was employed by Freightliner was noted, but it was not thought that this would create any conflict of interest.
12. On 03 October 2025 I issued my third, and final, Directions outlining my intention to deal with 6L34 as a preliminary matter, with an eye to a possible adjournment, followed by further questions relating to the other two issues in dispute.
13. In the same document the Dispute Parties were advised – for the purposes of ADR Rule H18(c) – that the issues to be determined were a mixture of fact and contractual interpretation, rather than raising any point of law.
14. The hearing took place on 09 October 2025. The Dispute Parties submitted written opening statements, responded to questions from the Panel concerning various points and were given the opportunity to make closing statements. The Involved Parties were given the opportunity to raise points of concern via email, due to technology issues during the hearing.
15. On 10 October 2025 a brief summary of the oral determination given at the end of the hearing was circulated to the Dispute and Involved Parties, as the Involved Parties attending virtually had not been present when it was delivered. This can be found in Annex C.
16. I confirm that the Panel had read all of the papers submitted by the Dispute Parties and I confirm that I have taken into account all of the submissions, arguments, evidence and information provided to the Panel over the course of the dispute process, both written and oral, notwithstanding that only certain parts of such materials are specifically referred to or summarised in the course of this determination.

C Outcomes sought by the Dispute Parties

17. In its SRD, later clarified following Directions, GBRf requested I determine that:
 - (a) In respect of 6D67, 6H55 and 6V96, that the affected Train Slots be offered to GBRf "in line with NR's contractual obligations", which GBRf felt required a Condition D5.3.1(c) determination;
 - (b) In respect of 6L34, NR should reconsider its decision and make a revised TPR-compliant offer, in line with Condition D5.3.1(a). If NR, after reconsidering, believed it could not comply with the TPRs, then GBRf felt this was a breach of contract and

contractual negotiations should be entered into for NR to accept GBRf's resultant additional costs.

18. GBRf felt exceptional circumstances had arisen in respect of 6D67, 6H55 and 6V96. It said this was due to GBRf informing NR three times that it held Firm Rights for the services, which it argued was a breach of contract. GBRf alleged that NR had, "consciously and knowingly ignored this serious point and decided to breach its contract with GBRf."
19. NR acknowledged that it was in breach of the TPRs for 6L34 and asked for further time to discuss the matter with GBRf.
20. For the other three services (6D67, 6H55 and 6V96), NR asked me to determine that it had acted in accordance with the Network Code and had not breached its TAC with GBRf. It asked for its decisions to be upheld.
21. Specifically regarding 6D67 and 6H55, NR felt there was a contradiction in terms between different parts of GBRf's Schedule 5 Rights Table – namely, the Departure and Arrival Windows and its Minimum Turn Around Times. NR felt this created more prescriptive and less flexible Firm Rights, which had the overall effect of (i) diluting the utility of the contract's Departure and Arrival Windows and (ii) limiting NR's overall ability to apply its Flexing Right. NR alleged that Minimum Turn Around Times at Origin and Destination were given significance by GBRf only when "activated by information which is clearly, and purposefully, marked "non-contractual"". NR asked me to reach a determination on this point "for the benefit of all Timetable Participants".
22. NR did not believe that exceptional circumstances applied.

D Relevant provisions of the Network Code and other documents

23. The versions of Part D dated 19 November 2024 and the ADR Rules dated 29 August 2025 were applicable to these dispute proceedings.

E Submissions by the Dispute Parties

24. GBRf's written Opening Statement can be found at Annex A.
25. NR's written Opening Statement can be found at Annex B.

F Oral evidence at the hearing and Analysis

26. At the opening of the hearing, I said that I intended to deal with the three topics separately, announcing my decision at the end of each topic, before moving on to the next topic.
27. Both Parties had helpfully submitted their Opening Statements prior to the hearing; they were content that the Panel had read them, so these were not given orally.

6L34

28. The Panel had already understood that this was a Network Services train to facilitate NR's National Delivery Service operations for the distribution of materials for engineering work on the Network. NR was therefore both GBRf's customer and supplier of track access. Given this, the Panel found it difficult to understand why the Parties had not been able to identify a TPR-compliant suitable path prior to the hearing.
29. However, there were no facts before the Panel on which it could reach any decision. For the reasons explained in Directions, the Panel felt that it would be inappropriate to shut off the possibility of obtaining a determination if the Parties could not reach an agreement. Therefore, this topic (only) was adjourned, with a direction to the Parties, as set out below.
30. The Parties are directed jointly to report progress in these discussions to the Secretary within 28 days of the date of the hearing and 28 days thereafter. If an amicable solution is not achieved then GBRf is at liberty to refer the dispute back to this TTP, as this is the TTP properly constituted to hear it.

6D67 and 6H55

31. The opening discussion of this topic ensured that everyone in the hearing understood, and agreed, the facts which NR had included in its SRD: that the re-timed path offered for each of these services fell within the arrival and departure windows specified in GBRf's Schedule 5.
32. NR explained that in its view it was therefore entitled to treat both services as independent trains, with no contractual requirement on NR's part to achieve any Association between them.
33. In contrast, GBRf saw these as inbound and outbound trains for which it obviously wished to use the same locomotive and wagons. Its concern was that after the re-timing of the services the contractual minimum turn round time to which it was entitled under Schedule 5 was not achieved. The question to be determined, therefore, was whether GBRf was contractually entitled to an Association between the inbound and outbound services which would entitle it to the minimum turn round time.
34. The Panel examined the relevant Appendix to GBRf's Schedule 5, noting a distinction between white lines and grey lines. In the top left-hand corner of the document wording in a grey box said, '*For information – not part of contract*'. The days on which both services are entitled to run, together with the departure and arrival windows, appear on a white line. The Associations on which GBRf sought to rely were on grey lines, both of which had the words '*Non-contractual comments*' on the left-hand side.
35. Initially, therefore, I indicated that the layout of this table appeared to support NR's case. GBRf maintained that the Associations were in fact contractual, but without directly addressing the point that they were on grey lines expressed to be a non-contractual comment.
36. A helpful intervention from an Involved Party attending remotely drew the Panel's attention to Clause 3.1 of Schedule 5. The heading is '**Network Rail's Flexing Rights**', with 3.1 headed '*Associations*'. This reads: '*Where Associations are shown as Special Terms in the Rights Table relating to Firm Rights, Network Rail's Flexing Rights shall not be used to break such Associations.*'

37. This provision, where applicable, could effectively restrict NR's ability to use the full extent of Arrival and Departure Windows included in the Rights Table. However, it needs to be read in conjunction with Clause 4.3 of Schedule 5, which reads, *'The parties make no representations regarding the data set out in columns headed "For Information – not part of contract" in the Rights Table and rows entitled "Non-contractual comments" in the Rights Table. Such data does not form part of this contract and is included in the Rights Table for convenience and information only.'*
38. I invited GBRf to respond to the conclusion that I felt that I was likely to draw from the examination of these clauses, that as a matter of contractual interpretation NR had complied with its obligations under Schedule 5 in re-timing the services and that GBRf had no contractual right to the minimum turn round time to achieve these Associations. GBRf maintained its position that the Associations were a contractual entitlement, but offered no counter-argument.
39. Given this conclusion, the question of whether exceptional circumstances had arisen did not need to be addressed
40. The determination of this topic was then announced.

6V96

41. I opened this topic by observing that I had no doubt that considerable effort had been devoted by NR initially to resolving the perceived clash between 6V96 and Arriva Rail London's service 5M29 at Forest Gate Junction and Stratford, both of which have Firm Rights, by flexing 5M29 this would result in further clashes on the North London Line, therefore only offering a path to 6V96 on one day a week, and that I recognised the pressure that timetable planners are under, but that the Panel could not understand why the rejection seemed to turn on these clashes at these particular times on this route, when the window for the operation of 6V96 was 24-hours and no route was specified in the Firm Rights Table.
42. The train joins the National Network (from the Mid-Norfolk Railway) at Wymondham. It was agreed that to avoid using the Trowse swing bridge the locomotive would run round at Wymondham and take the train towards Ely. I observed that here it could turn west towards Peterborough, or south towards Cambridge, but while GBRf commented that it would obviously seek the most efficient route, there seemed to be a wide choice of routes available to get this train to Didcot, which itself could be approached from three different directions.
43. NR's representative was not a timetable planner, but it seemed likely to the Panel that no consideration had been given to using alternative routes, or seeking a path at different times on the one route which had been examined.
44. The Panel was conscious of the fact that 6V96 had not operated since 2022, not least because a bridge on the Mid-Norfolk Railway had to be rebuilt; the Panel was told that this had now been completed. Trains such as this, operated for the benefit of the MoD, run on an 'as required' basis, but GBRf explained that it needed to be in a position to confirm to the MoD's agents that a path was available Monday to Thursday each week if required.
45. NR explained that no steps had been taken under Part J to remove 6V96 from the Firm Rights Table because services operated for the MoD are excluded from Part J.

Nonetheless, NR was in the process of challenging some of GBRf's Firm Rights related to MoD services in the negotiations towards GBRf's proposed 34th Supplemental Agreement to its TAC. I noted these points, observing that in many previous TTPs I had been alert to any risk of constricting capacity, a concern always previously directed towards NR. The same argument should apply towards any operator, but this Panel was dealing with the December 2025 WTT and could not be influenced by any possible future developments.

46. There was then a discussion on appropriate remedies. On balance, given that NR had not had the opportunity to examine alternative paths or timings, I decided that it was better not to order that NR must find a path (which would have been a D5.3.1(a) determination), but to require NR to use its best endeavours to do so. I emphasised the very high duty required to discharge a duty expressed to be subject to a Party's best endeavours. It was also agreed that full co-operation from GBRf would be required.

47. This decision was then announced.

Closing submissions

48. Neither Party thought it necessary to make a closing submission.

G Observations and Guidance

49. As far as the topic of Associations is concerned, Freight Operating Companies may wish to examine their own Rights Tables to ensure that they understand which Associations are contractual rights and which are merely non-contractual comments.

50. Turning to 6V96, there is obviously an environmental benefit from ensuring that military consignments can be moved by rail rather than road. Speaking from my own experience, I know that military demands can be unpredictable and can arise at short-notice. Seeking to identify the appropriate balance is, in the Panel's view, best achieved through adjusting Rights Tables when Supplemental Agreements are negotiated, so it commends NR's efforts to do so in the way it explained.

H Determination

51. Having carefully considered the submissions and evidence and based on my analysis of the legal and contractual issues, my determination is as follows.

6D67 and 6H55

52. GBRf does not hold Firm Rights for the following specific Associations between services:

- a. A minimum of 180 minutes at Rylstone Tilcon between the arrival of 6D67 and the departure of 6D35
- b. A minimum of 90 minutes at Tyne Coal Terminal between the arrival of 6N61 and the departure of 6H55

53. NR's submission that these Associations, whilst set out in GBRf's TAC, are included on the basis that they are for information only and, therefore, constitute 'non-contractual comments' only was upheld.

6V96

54. I determine that NR should, in collaboration with GBRf, review its decision to reject 6V96 (MTTHO) and use its best endeavours to find a suitable Train Slot to accommodate 6V96 (MTTHO) in the December 2025 Working Timetable

55. No application was made for costs.

56. I confirm that so far as I am aware, this determination and the process by which it has been reached are compliant in form and content with the requirements of the Access Dispute Resolution Rules.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small flourish.

Clive Fletcher-Wood
Hearing Chair
16 October 2025

Annexes

Annex A: GBRf's written Opening Statement

This is a dispute regarding the allocation of capacity in the December 2025 Working Timetable.

GBRf has been allocated two Train Slots in the December 2025 Working Timetable (6D67 and 6H55) that are not consistent with the Firm Rights held in Schedule 5 of its Track Access Agreement.

GBRf considers that Network Rail's interpretation of GBRf's Schedule 5 rights table is erroneous and that the applicable terminal time is, in fact, contractual, and that non-adherence to the terms represents breach of contract.

On further inspection of the timetable graphs, GBRf believes that it should be possible, with minor adjustments to other services to make 6D67 compliant. However, the path for 6H55 would appear to be rather more difficult as the train slot in the current (May 2025) timetable has instead been allocated to Northern Rail in the form of a Carlisle to Middlesbrough service.

GBRf has also been allocated one Train Slot (6L34) that is not compliant with the National Timetable Planning Rules. GBRf considers that this is also breach of contract. Negotiations are under way between NR and GBRf but at the time of writing have not been concluded.

GBRf has been offered one Train Slot (6V96) on one day of the week when it had bid to run on four days of the week. GBRf holds Firm Rights for a slot on five days of the week, on a 24-hour window. GBRf believes this to be yet another breach of contract. Given the 24-hour nature of the right, it is very surprising that Network Rail is apparently unable to find a path for this train, especially since alternative timing and routes have not been considered. GBRf view this matter as being resolvable.

Annex B: NR's written Opening Statement

This dispute arises because GB Railfreight (GBRf) are in receipt of four December 2025 Working Timetable (WTT) Train Slots that do not meet with their expectations – the Train Slots in question being:

6D67 (SX)	17:54	Hunslet Tilcon GBRf – Rylstone Tilcon (GBRf)	21:10
6H55 (SX)	16:22	Tyne Coal Terminal GBRf – Drax AES (GBRf)	20:19
6L34 (SX)	19:48	Hoo Junction Up Yard – Whitemoor Yard LDC GBRf	00:50
6V96 (FSX)	17:43	Dereham UKF – Didcot T.C.	00:36

These dispute items follow the huge undertaking NR has performed in incorporating the East Coast Main Line and West Anglia Main Line recast timetables into the December 2025 WTT. All four items in dispute link, in one shape or another, to this undertaking.

6L34

Regarding 6L34, NR concedes its actions to retime 6L34 later into its Destination represents a breach of the National Timetable Planning Rules but notes it is also the customer and rights holder for the service. Ahead of today's hearing, NR's Supply Chain Operations (SCO) National Planning Team has held a preliminary discussion with GBRf on the matter of 6L34. There is potential that the later retiming of 6L34 may be acceptable to both parties, but this is not an agreement that NR can formally confirm today. NR welcomes the suggestion of the Hearing Chair to adjourn proceedings on this item.

6D67 and 6H55

For the record, 6D67 and 6H55 were both flexed during the December 2025 timetable development period to overcome timetable conflicts with other services whilst endeavouring, under Condition D4.2.2, to comply with all Access Proposals submitted to it in accordance with Conditions D2.4 and D2.5. NR considers that it was successful in arriving at a New Working Timetable in alignment with Condition D4.2.2 (a), (b) and (c).

In its Sole Response, NR has considered it appropriate to clarify the extent to which the Firm Rights for 6D67 and 6H55 have been applied in the December 2025 WTT.

6D67's disputed arrival time of 21:10 into Rylstone Tilcon abides by the GBRf Schedule 5 Rights Table's Arrival Window of 20:15 – 21:15. The departure of its next working, 6D35, abides by the contract's Departure Window of 22:59 – 23:59. Similarly, 6H55's disputed departure time of 16:22 from Tyne Coal Terminal abides by the GBRf Schedule 5 Rights Table's Departure Window of 16:07 – 17:07. And the arrival of its previous working, 6N61, abides by the contract's Arrival Window of 14:35 – 15:35.

In both cases, it is argued by GBRf that its contract's Minimum Turn Around Times between associated trains are not observed, however it is NR's contention that Minimum Turn Around Times at Origin and Destination are given significance by GBRf only when activated by information which is clearly, and purposefully, marked "non-contractual".

These two dispute items highlight the serious point that there is a contradiction in terms between different parts of GBRf's Schedule 5 Rights Table – namely, the contract's Departure and Arrival Windows and its Minimum Turn Around Times. The contradiction unintentionally, from NR's perspective, creates more prescriptive and less flexible Firm Rights, which have the overall effect of (i) diluting the utility of the contract's Departure and Arrival Windows and (ii) limiting NR's overall ability to apply its Flexing Right.

NR considers it has observed the terms of its contract with GBRf in both the 6D67 and 6H55 matter and notes a contradiction in the terms of that contract.

6V96

In reaching its final decision to accept the 6V96 schedule into the WTT on Wednesdays but reject it on Mondays, Tuesdays and Thursdays, NR utilised the Decision Criteria under Condition D4.6.2 to ultimately determine that a competing Arriva Rail London (ARL) maintenance service should be included in the WTT ahead of 6V96. The ARL service in question was 5M29 (WSX) 21:46 Ilford E.M.U.D – Willesden T.M.D 22:33. Both the GBRf and ARL services have Firm Rights for inclusion in the timetable between 00:00 and 24:00 (i.e. 24-hour rights) and had equal priority for inclusion under Network Code Condition D4.2.2.

NR was required to undertake a Decision Criteria analysis of the merits of 6V96 vs 5M29, which it did so in the December 2025 timetable development period and which it subsequently shared with GBRf. NR concedes that this Decision Criteria analysis was brief and incomplete, inasmuch as the Decision Criteria analysis did not weight any of the relevant Decision Criteria on paper. However, for clarity, NR wishes to confirm that its decision gave greatest weight to Decision Criteria limb (b) that the spread of services reflects demand. It is upon this factor that NR made its decision.

It was NR's view that 6V96 had no obvious evidence of a demand. Meanwhile 5M29 had evidence of running 1 to 3 times a week, typically Mondays and Thursdays, and understood the service to be critical to the maintenance of ARL's whole fleet. NR has subsequently come to understand that ARL's use of the 5M29 Train Slot will shortly increase in alignment with ARL's wider fleet maintenance plans.

Overall, it was NR's view that a demand existed for 5M29 but not 6V96, for which there was only an insistence by GBRf that its Firm Right be honoured. Consequently, NR allocated capacity in 5M29's favour.

In its Sole Response, NR has provided compelling evidence that 6V96 has been non-accommodated (i.e. rejected) in the last seven timetables since, and including, the December 2022 WTT and no significant concerns have been raised by GBRf in that time.

NR has historically not challenged the retention of unused Ministry of Defence (MoD) Train Slots in the same way that unused "commercial" Train Slots have been challenged through the Capacity Management Review Group (CMRG) use-it-or-lose-it process. Rather, NR has historically accepted that these Train Slots have been of national importance and should be left alone.

However, the non-use of these Train Slots is now attracting more attention and NR would note that it has now begun to challenge GBRf's Firm Rights relating to MoD services. In reply to GBRf's proposed 34th Supplemental Agreement to its contract, NR has recently submitted to ORR that it does not support the sale of 13 MoD access rights, 8 of which have not been used recently.

Summary

Regarding 6D67, 6H55 and 6V96, NR seeks from the Panel the determination that its three respective timetable decisions should be upheld. NR has demonstrated its thought processes on each item and does not believe any exceptional circumstances exist which would necessitate the Panel to substitute an alternative decision in place of the decision already made. Furthermore, NR seeks from the Panel the determination that it has acted in accordance with the Network Code and has not breached its Track Access Agreement with GBRf.

Annex C: summary of hearing outcome

TTP2684 – Decisions reached by the TTP

Because of technical problems, the Involved Parties who joined the TTP remotely were unable to hear the final part of the hearing. This note records the outcome of the hearing and is therefore being circulated to the Dispute Parties and the Involved Parties and will be incorporated into the Determination.

The hearing was divided into three parts. The first dealt with GBRf's claim relating to 6L34.

6L34

19:48 (SX) Hoo Junction Up Yard to Whitemoor Yard.

The hearing in respect of 6L34 only is adjourned to allow the Parties to discuss an amicable solution, particularly given that this service is a Network Service train, meaning that Network Rail is GBRf's end customer as well as its supplier of track access. It is, therefore, in both parties' interests that 6L34 is adequately accommodated on the Network. The Parties are directed jointly to report progress in these discussions to the Secretary of the ADC within 28 days of the date of the Hearing (i.e. 09/10/25) and 28 days thereafter. If an amicable solution is not achieved then GBRf is at liberty to refer the dispute back to this TTP, as this is the TTP properly constituted to hear it.

In that event, both NR and GBRf are to explain what remains in dispute and what remedy each of them is seeking. At that stage I shall issue further Directions.

If an amicable agreement is reached, the Parties are to report this to the Secretary, at which point this TTP will be at an end.

The TTP was able to reach a final determination in respect of the other two headings. As the dispute relating to 6L34 stands adjourned an Interim Determination with full written reasons will be issued relating to the other two topics, to permit any appeal to be raised in respect of these topics.

6D67 and 6H55

The second topic required the TTP to interpret the Firm Rights in relation to two services (6D67 and 6H55) included in Schedule 5 of GBRf's Track Access Contract ('TAC').

6D67 17:54 (SX) Hunslet Tilcon GBRf to Rylstone Tilcon

6H55 16:22 (SX) Tyne Coal Terminal GBRf to Drax AES

Determination: The Panel determined that GBRf does not hold Firm Rights for the following specific Associations between services:

A minimum of 180 minutes at Rylstone Tilcon between the arrival of 6D67 and the departure of 6D35

A minimum of 90 minutes at Tyne Coal Terminal between the arrival of 6N61 and the departure of 6H55

NR's submission that these Associations, whilst set out in GBRf's TAC, are included on the basis that they are for information only and, therefore, constitute 'non-contractual comments' only was upheld.

6V96

The third topic concerned the rejection of a path for 6V96, which is a Firm Right in GBRf's TAC.

6V96 17:43 (FSX) Dereham UKF to Didcot TC

Determination: Given the widely drawn flexibility afforded to NR to accommodate this service (i.e. within a 24-hour window, with no route specified), the Panel was not convinced that Network Rail had exhausted its options to find an available Train Slot to allow this service to be included in the December 2025 Working Timetable. The Panel determined that Network Rail should, in collaboration with GBRf, review its decision to reject 6V96 (MTTHO) and use its best endeavours to find a suitable Train Slot to accommodate 6V96 (MTTHO) in the December 2025 Working Timetable.