

TTP2090 – Directions and ADR Rule H18(c) Note issued on 31 October 22

Legal Issues identified by the Hearing Chair (pursuant to ADR H18(c))

1. Is Network Rail in breach of the agreement and determination recorded at 4.3.1 of TTP1069?
2. Or has reasonable notice been given by Network Rail to terminate that agreement (and other relevant procedures followed)?

(NB the general law suggests that contracts/agreements without a specific termination clause may be terminated on reasonable notice, with what constitutes 'reasonable notice' to be determined on the facts).

Direction to GBRf

1. If GBRf wishes to rely on/repeat previous submissions from earlier cases, such submissions should be specifically identified and copy extracts supplied to the panel (with copies to other parties) by **17:00 on Tuesday 01 November 2022**.

Questions

The questions below will be raised at the hearing. Further questions may also be raised.

Questions to Network Rail.

1. Does Network Rail say that it is in compliance with, or in breach of, the agreement and determination recorded at 4.3.1 of TTP1069?
2. Does Network Rail say that the agreement at 4.3.1 of TTP1069 has been terminated by the giving of reasonable notice? If so, what notice was given and when?
3. What processes did Network Rail go through, and what factors did Network Rail take into account, to make the decision to include paragraph 4.6 in V4 of the 2023 TPR?

Questions to GBRf

1. Does GBRf wish to advance at the hearing any further argument on the merits of not including in the TPR IM services of frequency of less than 1-in-13 weeks?

Andrew Long
Hearing Chair TTP2090