

**TTP2207**

**First Directions – 18 April 2023 (sent via email)**

Due to the unique nature of HEOC's contract, there are some immediate directions from the Chair:

1. HEOC or Network Rail to supply (with the other Party in copy) a copy of the 'HS2 Supplemental Agreement' referred to in HEOC's TAC, by **close of business today**.
2. Further to my email to Jyoti and Darren of 04 January 2023, and the Parties confirming that the TAC has not since been updated, there remains an unresolved question of jurisdiction. The Hearing Chair directs that each Party shall submit no more than two pages of A4 by **close of business on Friday 21 April** outlining whether each Party believes the Network Code provisions and ADRR apply to the contract and why. He will then deal with the matter via correspondence.

**Following submission of the HS2 Supplemental Agreement, the Hearing Chair updated his direction (via email) as follows:**

The Hearing Chair, having reviewed the HS2 Supplemental Agreement overnight, has asked me to send the following direction. This replaces item #2 in my arrangements email yesterday at 09:59.

*Within the same timeframe (by **close of business on Friday**), please can both Parties confirm whether they believe that the HS2 Supplemental Agreement means that Network Code Part D provisions and the ADRR apply to the contract for the purposes of this dispute (i.e. because the dispute has been raised against a timetable offer that arises in connection with a Restriction of Use for the HS2 project), and therefore that the jurisdiction question can be resolved by referring to provisions in the HS2 Supplemental Agreement. If either Party does not believe this to be the case, please can they provide reasons for their argument, with reference to relevant clauses in HEOC Track Access Contract and the HS2 Supplemental Agreement.*

**Response from HEOC (via email) to updated Question 2**

*HEOC can confirm their understanding that the HS2 Supplemental Agreement means that Network Code Part D provisions and the ADRR apply to the contract for the purposes of this dispute.*

**Response from NR (via email) to updated Question 2**

*Network Rail can confirm their understanding that the HS2 Supplemental Agreement means that Network Code Part D provisions and the ADRR apply to the contract for the purposes of this dispute,*