

## **1. DETAILS OF PARTIES**

1.1 The names and addresses of the parties to the reference are as follows:-

- (a) GB Railfreight Limited (Company Number 03707889) whose Registered Office is at 62-64 Cornhill, London, EC3V 3NH ("GBRf" ("the Claimant")); and
- (b) Network Rail Infrastructure Limited (Company Number 2904587) whose Registered Office is at Waterloo General Offices, London, SE1 8SW ("NR" ("the Defendant")).

1.2 There is a considerable number of third parties who might be affected due to the geographical spread of the affected train. Details have been provided to Access Disputes Committee Secretary.

## **2. THE CLAIMANT'S RIGHT TO BRING THIS REFERENCE**

2.1 This matter is referred to a Timetabling Panel ("The Panel") for determination in accordance with Conditions D2.7 and D5.1 of the Network Code, in that Firm Rights held by GBRf have not been honoured by Network Rail in the December 2025 Working Timetable.

## **3. CONTENTS OF REFERENCE**

The Sole Reference includes:-

- (a) The subject matter of the dispute in Section 4;
- (b) A detailed explanation of the issues in dispute in Section 5;
- (c) In Section 6, the decisions sought from the Chair in respect of
  - (i) legal entitlement, and
  - (ii) remedies;
- (d) Appendices and other supporting material.

## **4. SUBJECT MATTER OF DISPUTE**

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

4.2 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.

4.3 GBRf has also been allocated one slot (6L34) that is not compliant with the National Timetable Planning Rules.

4.4 GBRf has been offered one path (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.

- 4.5 Extracts from Schedule 5 of GBRf's Track Access Agreement and the National TPRs are appended at Appendix A
- 4.6 Extracts of correspondence regarding 6D67, 6H55 and 6V96 are appended at Appendix C (with the most recent items at the top of each section).

## **5. EXPLANATION OF EACH ISSUE IN DISPUTE AND THE CLAIMANT'S ARGUMENTS TO SUPPORT ITS CASE**

- 5.1 6D67 17:54 SX Hunslet to Rylstone: this path was originally rejected by Network Rail due to "multiple clashes at Leeds station. Path does not work", despite Firm Rights being held. While the train has since been offered, it has been offered in revised timings, with a 40-minute later arrival at destination (21:10, compared with 20:30 in the current timetable). This is within the contractual destination arrival window but does not leave the contractual 3 hours terminal time before the next working (6D35 at 23:44).
- 5.2 At conclusion of offer response (10/07/25) NR's response was "path has been reinstated. May 25 timings didn't work around Leeds. It departs as booked from Hunslet, waits at Neville Hill Up sdgs and Marsh Lane Jn to get a clear run through Leeds. Held at Armley Jn for a gap towards Skipton. Arrives at Rylstone at 21.10". This was challenged by GBRf and NR suggested that the next working should be retimed. However, this is not an option for GBRf as that would mean the forward working not being within its contractual hours (origin departure between 22:59 and 23:59). It is not clear to GBRf why an approximation of the current path through Leeds cannot be maintained in December 2025. Network Rail needs to offer GBRf a train slot that satisfies *all* aspects of the corresponding Firm Right – not just the arrival and departure windows, but also the minimum turnround times where they are specified and any other relevant provisions. Other train slots with quantum rights should then fit around this service.
- 5.3 6H55 16:22 SX Tyne – Drax: this path was offered by NR with a 27-minute earlier departure from origin (currently departing at 16:49). This is within the contractual origin departure window but does not leave the contractual 90 minutes after the previous working (6N61 at 15:08).
- 5.4 This was challenged at offer response and subsequently, but no further action has been taken by NR. Network Rail needs to offer GBRf a train slot that satisfies *all* aspects of the corresponding Firm Right – not just the arrival and departure windows, but also the minimum turnround times where they are specified and any other relevant provisions. Other train slots with quantum rights should then fit around this service.
- 5.5 6L34 19:48 SX Hoo Junction to Whitemoor: this path was offered with a 33-minute later arrival at destination (00:50 compared with the current 00:17). The National TPRs state that 6L34 should arrive at 00:14, and Clause 4.5 of the National TPRs state that the "Maximum Variation in departure time, arrival time or of any intermediate point required for operational reasons (e.g. Train crew) of any Network Service detailed in Appendix 1 [sic] shall be no more than 30 minutes from the corresponding time (at any location) for the corresponding Train Slot in the preceding Timetable Period".
- 5.6 The relevant extracts from the National TPRs are appended at Appendix B.
- 5.7 While GBRf can accept a later arrival, despite the non-compliance with the TPRs, it must be recognised that this decision, if allowed to stand, has significant cost implications as it will cost an extra driver every night of the week, plus the cost of the drivers travelling by road to and from

Whitemoor to undertake single-leg journeys. Presently, the crewing arrangement is that the driver who works 6L34 takes the return working back (6O35). Network Rail also needs to consider whether a shortened turnround time between the two trains (47m vice 1h21m) is achievable and desirable.

- 5.8 6V96 17:43 FSX Dereham – Didcot: this train has only been offered WO but GBRf has Firm Rights to the FSX requested. Network Rail's reason was:

"Firstly, there is restricted capacity at Kensal Green Jct. 6V96 clashes with 5N20 that passes Kensal Green Jct at 22:50:30. There is potential for the dwell/RM of 5N20 at Kensal Green Turnback to be extended and the dwell/RM at Willesden Jct Low Level to be reduced. I have looked at this option against flexing 4O26 passing Kensal Green Jct from the North London Line. However, headway is restricted by the stopping services of 2Y29 and 2N29. Secondly, 6V96 needs to run after 6V80 but before 1D46 on the GWML towards West Drayton. To do this it requires a recess at West Drayton Loop. However Freightliners Mendip schedules 7A90/6A90 occupy West Drayton Loop from approximately 2315 to 2355 when 6V96 would need to utilise it. I have looked at flexing 7A90/6A90 but this is not a solution. Thirdly, there is a junction margin issue at Reading West Jct with 4O63/4O64 crossing main line towards Reading West. 4O63/4O64 has to run after 1D46 which passes Reading West Jct at 00:08:30 after departing Reading. I have looked at flexing 1D46, 1C38 and 4O31 respectively to accommodate but there isn't enough time in 4O31 schedule to be accommodated plus the required headway with 1A40 from Didcot. Running 6V96 later would mean pushing 4M78 and 4M79 paths later or running after 4M79 path but again there is restricted jct margin due to 4O33/4O34 crossing movement at Reading West Jct."

- 5.9 There were various conversations about this train during the D-40 to D-26 period, and afterwards, with GBRf consistently pointing out that the train had Firm Rights and that various clashes etc were not relevant due to the Firm Rights and it was Network Rail's job to satisfy those Firm Rights. This culminated in Network Rail confirming on 10 July 2025 that 6V96 remained rejected on Mondays, Tuesdays and Thursdays: "6V96DB [WO] – Cannot make FSX as conflicts with 5M29JL at Forest Gate as 5M29 dwells in the platform whilst 6V96 is passing through, unable to retime 5M29 as this will cause conflicts either at Forest Gate Jn or Stratford."
- 5.10 As 6V96 has a 24-hour window at both origin and destination, GBRf finds it particularly unfathomable why its Firm Rights in respect of this train slot apparently cannot be honoured considering Network Rail's flexing rights on this train or indeed any other in conflict. There are obvious operational considerations that need to be taken into account, such as reasonably following on from the outward working, avoiding line closures in Section 4 of the EAS and not unduly occupying parts of the Network for very long periods of time, but nevertheless there should still be some considerable flexibility available to NR.

## **6. DECISION SOUGHT FROM THE CHAIR**

- 6.1 The Panel is asked to determine, in respect of 6D67, 6H55 and 6V96 that the affected paths be offered to GBRf in line with NR's contractual obligations, in line with Condition D5.1.3(c).
- 6.2 The Panel is asked to determine, in respect of 6L34, that Network Rail reconsiders its decision and makes a revised offer that is TPR-compliant, in line with Condition D5.1.3(a). If Network Rail, after reconsidering, believes it cannot comply with the TPRs in this instance then contractual negotiations should be entered into to accept the additional costs.

- 6.3 GBRf considers that, in respect of 6D67, 6H55 and 6V96, exceptional circumstances have taken place. This is because, despite having been informed in our Offer Response document that GBRf has Firm Rights for these services to be entered into the timetable (with all aspects of those rights to be satisfied) and having been told on two further occasions that GBRf has firm rights for these paths, not honouring them constitutes a breach of contract. Network Rail has consciously and knowingly ignored this serious point and decided to breach its contract with GBRf.

## **7. APPENDICES**

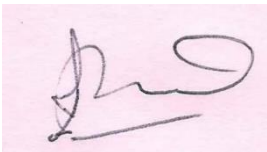
The Claimant confirms that it has complied with Access Dispute Resolution Rule H21.

Appendices attached:

- Appendix A – extract from Schedule 5 of GBRf's Track Access Agreement
- Appendix B – extract from National TPRs
- Appendix C – extracted correspondence in respect of 6D67, 6H55 and 6V96

## **8. SIGNATURE**

For and on behalf of GB Railfreight Limited

A handwritten signature in black ink, appearing to be 'J K Bird', is written on a light pink rectangular background.

Signed

J K BIRD

Permanent Timetable Planning Manager

on

25/09/2025