

TTP 978 – STATEMENT OF DEFENCE SUBMITTED BY TRANSPORT FOR LONDON

1 DETAILS OF PARTIES

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

(a) *ABELLIO GREATER ANGLIA whose registered office is at 1 Ely Place, London, EC1N 6RY*

and

(b) *NETWORK RAIL INFRASTRUCTURE LIMITED whose Registered Office is Kings Place, 90 York Way, London, N1 9AG (Network Rail)" ("the Defendant")*.

(c) *TRANSPORT FOR LONDON whose registered office is at Windsor House, 42 - 50 Victoria Street, London SW1H 0TL*

1.2 Transport for London is the holder of an Access Option (approved by Office of Rail Regulation on 22nd September 2008) in respect of the route to Shenfield and is therefore an affected party to this dispute between Abellio Greater Anglia and Network Rail.

2 CONTENTS OF THIS DOCUMENT

This Response to the Claimant's Sole Reference includes:-

(a) TfL accepts that AGA has based its reference to the Panel on the case for maintaining an alternative rail journey between Norwich and London when the direct Main Line via Shenfield is blocked.

(b) TfL considers that in submitting this dispute AGA has taken a limited and partial view of the use of the Decision Criteria in Part D of the Network Code in applying criteria D 4.2.6(d) alone and has not taken into account other Decision Criteria nor the impact on the journey times of passengers travelling between stations from Maryland to Brentwood, and Shenfield over a period of time which can reasonably be expected to be significantly extended if the possessions in dispute have to be delayed until some unspecified later date

- (c) In arguing the case for the maintenance of an alternative rail route from Norwich to London, AGA has given the impression that it will offer a through rail journey between these two locations which is not the case.
- (d) AGA has not taken into consideration the impacts of the removal of these possessions which will result in a delay to the completion of the extensive works needed at Shenfield and prolonged disruption to passengers on that route.
- (e) TfL considers that there are three key principles to be determined by the Panel:
 - (i) That while desirable to maintain a rail based journey between Norwich and London, there is no overriding justification for doing so at the expense of causing prolonged disruption to other groups of passengers as set out in detail elsewhere in this submission;
 - (ii) In its determination to maintain an alternative open rail route AGA has failed to properly and impartially apply the Decision Criteria;
 - (iii) AGA has not fulfilled the obligations it has to co-operate with other operators in general and with the Crossrail project in particular (through its franchise agreement) in its consideration of the merits or otherwise of disputing these possessions. (see Appendix A)
- (f) Three appendices are attached providing (1) an extract from the Greater Anglia Franchise Agreement, (2) screen shots of internet enquiries relating to travel and fares arrangements for a recent blockage of the Norwich to London via Shenfield route and (3) a listing of the size of Urban areas in the UK sourced from the Office of National Statistics..

3 SUBJECT MATTER OF DISPUTE

- (a) TfL disagrees with the subject matter given by the claimant in the following areas:
 - (i) Additional journey time incurred by passengers arising from the specific Restrictions of Use cannot, in itself, be a sole determinant of whether a particular possession(s) should go ahead

- (ii) The volume of disruption on a particular route also cannot be the sole determinant of whether a particular possession(s) should go ahead
- (iii) AGA has incorrectly applied the Decision Criteria in applying only Part D 4.6.2(d) and should have considered both whether other Decision Criteria have applicability and also whether Part D 4.6.2(d) also applies in other circumstances should the possessions not go ahead
- (iv) The Claimant implies that because it agreed the Cambridge possessions before a final proposal was made by Network Rail in respect of the Shenfield possessions, the former should take precedence solely by virtue of their having been accepted earlier. However, the claimant does indicate that there had been extensive discussion around the requirements for the preparatory work possessions and that they had previously declined Network Rail's initial proposal for extended Saturday night/Sunday possessions. TfL believes Network Rail was acting in good faith in taking time to consider other alternative approaches.

(b) AGA has a franchise obligation (Schedule 6.2. clause 1.3, attached as Appendix A) to comply with the reasonable requirements of the Secretary of State in relation to the implementation of all aspects of the Crossrail programme (including through co-operation with Network Rail, the Crossrail Operator, Crossrail Limited and TfL as directed by the Secretary of State) where such implementation involves an interface with any railway infrastructure used in relation to the Franchise Services or is otherwise related to the Franchise Services. This obligation is additional to the general obligation under ROGS (Railways and Other Guided Transport Systems (Safety Regulations) to co-operate with other railway parties. Despite this AGA has at no time contacted Crossrail Limited or TfL to discuss the implications of its objections to these possessions.

(c) AGA has based its case on the importance of maintaining a rail journey possibility between Norwich and London. However it is the case that no special provision is made to facilitate such a journey, indeed in some instances passengers are discouraged from using such a route. Particular points of note are:

- (i) No additional train services are provided, either through to London or to connect with trains from Cambridge, even to the extent of not running any additional early trains to Cambridge to replicate the normal services leaving Norwich at 07.00 or 08.00 on a Sunday morning
- (ii) While standard fares on the routes via Shenfield or Cambridge are the same, other cheaper fares, such as Advance fares are priced at a higher level on the Cambridge route with AGA having made no provision to harmonise fares
- (iii) Norwich, as an urban area is considerably smaller than other locations in the country that are not favoured by having a potential alternative route. Both Plymouth and the Bournemouth/Poole conurbation have regularly to be served by bus links when the routes beyond Exeter and Southampton respectively are blocked for whatever reason. (see Appendix C)

4 EXPLANATION FROM THE DEFENDANT'S PERSPECTIVE OF EACH ISSUE IN DISPUTE

4.1 Issues where the Defendant Accepts the Claimant's Case

TfL accepts AGA's contention that it is desirable to maintain an alternative rail route where that is possible but not to the extent that this can be an overriding factor in determining the merits of possession(s) being granted or not on the other (conflicting) route

4.2 Issues where the Defendant qualifies or refutes the Claimant's Case

TfL does not accept the Claimant's interpretation of the application of Decision Criteria in respect of this case.

TfL considers that the following elements of the Decision Criteria are also relevant and should also be taken into account, and cumulatively outweigh any consideration solely of Part D 4.6.2(d) in respect of providing an alternative rail journey from Norwich:

- a) *Maintaining, developing and improving the capability of the Network* – These possessions are directly related to the provision of improved capability of the Network required to deliver Crossrail
- c) *Maintaining and improving trains service performance* – The possessions contribute to the delivery of the new track layout at Shenfield which both enables segregation of local services from longer distance trains and provides improved access to the grade separated junction for trains towards Southend which provides benefits to the Greater Anglia franchise operator
- d) *That journey times are as short as reasonably possible* – The failure to take these possessions, leading to a delay in completing the Shenfield work will result in extended journey times for passengers travelling on TfL Rail services (for seven days a week) wishing to travel to Shenfield for an extended period of time
- e) *Maintaining and improving an integrated system of transport for passengers and goods* – The possessions, contributing as they do to the delivery of the Crossrail project, enables the integration of a metro operation through the centre of London with a suburban service on the Network.
- f) *The commercial interests of Network Rail (apart from) or any Timetable Participant of which Network Rail is aware* – TfL's commercial interests will be harmed by a continuing lack of a through service from stations east of Maryland to Shenfield for a longer period if the possessions in question cannot take place, as also will the Greater Anglia Franchise operator's commercial interest
- g) *Seeking consistency with any relevant Route Utilisation Strategy* – The recent Route Study takes the delivery of Crossrail services on the Great Eastern Route as one of its basic building blocks. A delay in completion of the Shenfield works poses a serious risk to the commencement of these services in May 2019

4.3 Issues not addressed by the Claimant that the Defendant considers should be taken into account as material to the determination

These possessions are required for preparatory work in connection with the major remodelling of the track, signalling and Overhead line arrangements in the Shenfield area which culminate in a ten day complete blockade of the route through Shenfield over Christmas and New Year 2016/17. The possession of the Electric Lines between Brentwood and Shenfield then continues from New Year through to the first weekend in May. This blockade of the Electric Lines has already been extended in duration which TfL has agreed to as being in the best overall interests of the industry and its customers in order to achieve the benefits arising from the end result. However, we are very mindful of the seven day a week impact this will have on TfL Rail customers and do not consider that a further extension of this possession, the expected consequence of a failure to secure the preparatory possessions in weeks 28 to 30, is a reasonable balance of inconvenience against that resulting from the lack of a through route from Norwich for these three weekends (actually comprising one Saturday and three Sundays).

If the preparatory possessions are lost, a severe risk arises that the objectives of the main blockade, the longest on the Great Eastern Main Line in living memory, and the continuing closure of the Electric Lines, may not be achievable in the timeframe leading up to the major signalling commissioning scheduled for the May Day Bank Holiday weekend. A programme of this scale involving complex changes in track levels and alignments of running lines and the associated changes to signalling and OLE, requires a significant level of resource commitment. This has been factored into the national allocation of scarce resource such as Kirov cranes, engineering trains, OLE engineers and signalling testing resources.

The work at Shenfield delivers a range of benefits for all users of the Great Eastern Main Line including:

- A new platform (6) for use by Crossrail trains
- Enables Crossrail (currently TfL Rail) trains to operate without conflict with Greater Anglia services
- Provides a higher speed approach (50mph) to Shenfield station for Down Southend line trains running into platform 4, removing any conflict with passenger

services on the Electric lines and which will benefit the operator of the Greater Anglia franchise services

- Repositions the stabling sidings at the East end of the station, removing conflicts between movements into and out of those sidings and down direction movements towards Southend via the dive-under, benefiting both Crossrail and the Greater Anglia franchise operator
- Provides flexibility for the operation of freight services, particularly during two track timetable operation to the benefit of all operators through the Shenfield area
- Provides fully reversible signalling through all platforms at Shenfield benefitting all operators through the Shenfield area

The development of the plan for the reconfiguration of Shenfield has been the subject of extensive discussion between all stakeholders over a period of several years requiring considerable effort on the part of all parties to reach an arrangement regarded as optimal by all. To achieve this has required complex alterations to switch and crossing work, changes in track levels and curvature and requiring associated changes in signalling and the positioning of Overhead Line Equipment.

Rail for London has very strong concerns that such a complex project would be subject to an unacceptable level of risk should the preparatory possessions be lost. Should the Shenfield works be postponed or descoped there will be impacts on other critical works around the country over the next two years as scarce resources are replanned to give effect to these works. Within the Great Eastern route the works at Shenfield are part of the overall enhancement programme for the delivery of the £15bn Crossrail project and have to dovetail with other works at Ilford, Gidea Park and Pudding Mill Lane (Stratford).

A delay in completing the project will have a considerable impact on passengers with travellers between Shenfield (and points east thereof) who wish to connect with local services to Brentwood, Romford, Ilford and intermediate stations, facing a continuation of the lengthening of journey times arising from the road journey between Brentwood and Shenfield. In addition performance risk to the longer distance passenger and freight services will continue to be experienced with all Down Southend services having

to use the flat junction at the East end of the station until the new track layout and signalling can be commissioned.

TfL has examined the arrangements put in place by AGA for Sunday 14th August when the route between Norwich and London was blocked and the through train service is replaced by a bus from Norwich to Ipswich with a train service from Ipswich to London Liverpool Street. On that date the following factors indicate that AGA does not make any effort to encourage passengers to use the route via Cambridge as an alternative route:

- (a) No additional services from Norwich to Cambridge were provided to replicate the 07.00 and 08.00 departures from Norwich
- (b) While the standard off peak single fare of £51.20 applied to both routes (and also to London Kings Cross), the cheapest advance fare at the time the enquiry was made (4th August) was £13.30 using the bus journey via Ipswich but £17.80 if the train to Cambridge and further train to London Liverpool Street was used. The journey time on both routes was almost identical (1 minute difference)
- (c) An even quicker journey, saving 30 minutes, was available by changing at Cambridge onto a GTR service to London Kings Cross but clearly no attempt had been made between operators to agree a common fare and only a standard off peak ticket from Norwich was available at £51.20, albeit by splitting the journey a total single fare of £33.80 could be obtained.

The Claimant's submission, while highlighting the length of the bus journey from Witham to Newbury Park, has not taken into account that even if the rail link via Cambridge were available it incurs a journey time of 2hr 57 mins to Liverpool Street or the imposition of a significantly higher fare to travel to London Kings Cross.

4.4 Why the arguments raised in 4.1 to 4.3 taken together favour the position of the Defendant

TfL considers that Abellio's reference to the Timetabling Panel is based on a very narrow interpretation of the Decision Criteria in Part D of the Network Code.

TfL understands the desirability of maintaining a rail route from Norwich to London, but notes that Abellio is not proposing to provide any through diverted trains and has not considered it necessary to strengthen the local service between Norwich and

Cambridge (part of the alternative route) when the direct route from Norwich is not available. Abellio has also taken no steps to encourage passengers to avoid the bus services by providing journeys via the alternative routes at the same fares as on the normal route. TfL also notes that other significantly larger urban areas in the country have, of necessity, their rail services substituted by replacement road services during engineering work as they have no alternative route.

Most importantly the Claimant has not taken any cognisance of the impacts to other customers and rail users arising from a delay to completion of the works at Shenfield which will occur if the three weekend possessions cannot proceed. The loss of the three weekend possessions will result in a knock on delay through the various stages of work culminating in a delay to the final stage of works, the signalling commissioning. The immediate impact of this will be to require a continuation of the bus service between Brentwood and Shenfield and the operation of services through Shenfield on a severely restricted layout (with performance impacts to both freight and Abellio's own services) until a sufficiently lengthy possession can be obtained to allow that commissioning. The number of signalling schemes taking place around the country will influence when the testing resource can then be made available at some later date. It is a reasonable assumption that this is not likely to be earlier than the August Bank Holiday of that year – a time when blocking a route to coastal destinations is not ideal.

5 DECISION SOUGHT FROM THE PANEL

TfL seeks a decision from the Panel in respect of the following matters of principle

- (a) That a single Decision Criteria cannot be used in isolation to justify a particular outcome
- (b) That the availability of a potential alternative rail route cannot be the sole factor in considering whether it is appropriate to block the principal route between two points
- (c) The benefits arising from the complete package of work being undertaken should be considered together with the implications for the journeys and reliability of train services for all operators' passengers and freight and the scale of the implications if elements of the work are delayed through possessions being declined

The specific conclusion that TfL seeks from the Panel is:

- (a) That the possessions at Shenfield for weeks 28 to 30 should proceed as planned by Network Rail

6 APPENDICES

Two appendices are attached:

Appendix A contains schedule 6.2 of the current Abellio Greater Anglia franchise agreement which sets out (Section 1) requirements in respect of the Crossrail Programme.

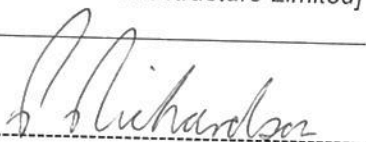
Appendix B contains screen prints of enquiries made of the www.nationalrail.co.uk website in respect of journeys via either Ipswich and Shenfield, or via Cambridge when the line between Norwich and Ipswich was blocked on 14 August 2016.

Appendix C lists (from Wikipedia) data sourced from the Office of National Statistics which compares the size of Urban centres in the UK

7 SIGNATURE

For and on behalf of
[usually Network Rail Infrastructure Limited]

Signed



Print Name

PAUL RICHARDSON

Position

SERVICE DELIVERY MANAGER

CROSSRAIL

Appendix A

Extract from Franchise Agreement – Greater Anglia

Dated 15th April 2014

Source:

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/486675/Interim Franchise Agreement Direct Award.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/486675/Interim_Franchise_Agreement_Direct_Award.pdf)

APPENDIX A

Dated 15 April 2014

- (1) The Secretary of State for Transport
- (2) Abellio Greater Anglia Ltd

FRANCHISE AGREEMENT – GREATER ANGLIA

SCHEDULE 6.2

Greater Anglia Franchise Specific Provisions

1. Crossrail

1.1 For the purpose of facilitating the continued effective and efficient operation of the Crossrail Stations after they transfer to the Crossrail Operator the Franchisee shall:

- (a) maintain the Crossrail Business Unit as a separate business unit with separate train crew, rolling stock diagrams in relation to the Crossrail Services and separate station staff allocation in relation to the Crossrail Stations;
- (b) from the Start Date implement such financial reporting systems as are reasonably required by the Secretary of State for the purpose of identifying the costs associated with the operation of the Crossrail Business Unit from the date specified by the Secretary of State;
- (c) ensure that the Crossrail Stations and all systems of whatever nature used for the purposes of the Franchise Services at the Crossrail Stations are capable of being transferred in an efficient and cost effective manner to the Crossrail Operator on the date for such transfer;
- (d) efficiently and effectively plan, project manage and implement station transfers in relation to the Crossrail Stations in accordance with the timescales of the Crossrail Programme as they might be varied from time to time including, without limitation, by making all necessary arrangements for the transfer of relevant Franchise Employees to the Crossrail Operator and the separation and transfer of relevant ticket retailing and information distribution and broadcast systems, IT servers and networks including any transitional arrangements reasonably required for such separation or transfer;
- (e) engage in such "shadow running" and testing of systems, services and operational plans as the Secretary of State may reasonably specify in advance of the commencement of operation of the Crossrail Services by the Crossrail Operator for the purposes of assisting the effective delivery of the Crossrail Programme and the efficient handover of the Crossrail Stations to the Crossrail Operator;
- (f) act fairly, reasonably and in good faith for the purpose of agreeing:
 - (i) a fair and equitable reorganisation of the business of providing the Franchise Services from the Crossrail Stations in advance of the transfer of the Crossrail Stations to the Crossrail Operator; and
 - (ii) a consequent fair and reasonable transfer of relevant assets and resources in relation to the Crossrail Stations to the Crossrail Operator.

- 1.2 The Franchisee shall fully and effectively co-operate with the Secretary of State in connection with the commencement of the operation of the Crossrail Services by the Crossrail Operator (including, without limitation, through the transfer of the Crossrail Stations and the letting of a concession or franchise agreement). Accordingly if so requested by the Secretary of State the Franchisee shall:
- (a) provide the Secretary of State (or any of his advisers, employees, representatives, nominees or agents) with such information, reports and analysis as the Secretary of State (or any of his advisers, employees, representatives, nominees or agents) may require. This may include without limitation:
 - (i) operational and financial information, data, reports and analysis (including driver, other train crew and rolling stock diagrams, health and safety and environmental information, information about Franchise Employees employed in relation to the carrying out of the Franchise Services from the Crossrail Stations, information about Franchise Employees employed as cleaning staff, information about relevant real property and Network Rail charges and performance data);
 - (ii) terms and conditions of relevant Franchise Employees and human resources policies;
 - (iii) upon reasonable notice, attending meetings with the Secretary of State (or any of his advisers, employees, representatives, nominees or agents) in relation to the commencement of operation of the Crossrail Services by the Crossrail Operator;
 - (iv) reviewing and commenting on the implementation of timetables and programmes relating to the commencement of the operation of the Crossrail Services by the Crossrail Operator; and/or
 - (v) any other relevant information as the Secretary of State (or any of his advisers, employees, representatives, nominees or agents) may specify from time to time.
 - (b) provide access to the Crossrail Stations and other facilities to the Secretary of State (or any of his advisers, employees, representatives, nominees or agents) including access accompanied by representatives of bidders seeking to become the Crossrail Operator and their advisers.
- 1.3 The Franchisee shall comply with the reasonable requirements of the Secretary of State in relation to:
- (a) the commencement of operation of the Crossrail Services by the Crossrail Operator; and
 - (b) the implementation of all aspects of the Crossrail Programme (including through co-operation with Network Rail, the Crossrail Operator, Crossrail Limited and TfL as directed by the Secretary of State) where such implementation involves an interface with any railway infrastructure used in relation to the Franchise Services or is otherwise related to the Franchise Services.

The Franchisee's obligations pursuant to this paragraph 1.3 shall include:

- (i) upon reasonable notice, attending meetings with the Secretary of State, TfL, Network Rail, the Crossrail Operator and other relevant bodies specified by the Secretary of State to discuss and provide an opinion on any relevant issues;
- (ii) providing information, data, reports and analysis reasonably required by the Secretary of State in relation to assessing the implications of the commencement of the operation of Crossrail Services by the Crossrail Operator or relevant aspects of the implementation of the Crossrail Programme including the transfer of the Crossrail Stations; and
- (iii) reviewing and commenting on implementation timetables and programmes for the commencement of the operation of the Crossrail Services by the Crossrail Operator, the transfer of the Crossrail Stations or relevant aspects of the implementation of the Crossrail Programme.

1.4 The Franchisee shall participate fully and actively in good faith as a skilled and experienced train operator in risk reviews initiated by the Secretary of State or (if directed by the Secretary of State) TfL relating to the implementation of the Crossrail Programme and the transfer of the Crossrail Services to a Crossrail Operator in the manner directed by the Secretary of State. The Franchisee shall develop risk mitigation plans as reasonably required by the Secretary of State pursuant to such risk reviews.

1.5 The Franchisee:

- (a) shall complete the Crossrail Transfer Agreements such that they are effective from 01.59 on 31 May 2015 (or such other date as the Secretary of State shall specify) including by entering into the Crossrail Business Transfer Agreement substantially in the form of the Appendix 1 (Form of Business Transfer Agreement) to schedule 6.2 (Greater Anglia Franchise Specific Provisions), but subject to:
 - (i) such amendments as the Secretary of State may reasonably make thereto as a result of any change of circumstances (including any Change of Law) affecting such business transfer agreement between the date of this Agreement and the date on which the Franchisee is required to enter into the Crossrail Business Transfer Agreement; or
 - (ii) such amendments as may be required and agreed between the Franchisee and the Crossrail Operator pursuant to their negotiations which are expected to include:
 - (A) changes to the defined terms to reflect the transfer of all relevant assets and not only stations;
 - (B) amendments to the completion mechanics including conditions to completion;
 - (C) changes to reflect the standard provisions under the Supplemental Agreement as to the

determination of the Net Asset Statement (as defined in the Supplemental Agreement); and

- (D) amendments to reflect the on-going discussions on various issues (including pensions) between the Secretary of State, TfL and the Franchisee;
- (b) act fairly, reasonably and in good faith for the purpose of agreeing the transfer of any other Franchise Assets to the Crossrail Operator as may be reasonably required by the Secretary of State or (if directed by the Secretary of State) by the Crossrail Operator prior to 31 May 2015 at a cost which reflects the net book value of such Franchise Assets);
- (c) shall not without the prior written permission of the Secretary of State enter into any contracts agreements or arrangements in relation to the Crossrail Stations (including Station Leases) where such contracts are not capable of being terminated on 31 May 2015;
- (d) shall terminate the Franchisee's leasing arrangements in respect of the Crossrail Fleet effective from 01:59 on 31 May 2015;
- (e) shall comply with the depot access agreement for Ilford Depot to provide stabling, external cleaning and maintenance of the Crossrail Fleet; and
- (f) shall comply with the agreement in respect of the maintenance shed at Ilford Depot relating to maintenance of the Crossrail Fleet and external cleaning of Class 315 units operated by the Crossrail Operator.

1.6 The Franchisee shall:

- (a) fully and effectively co-operate with Network Rail for the purposes of facilitating the efficient achievement of the enhancement and rebuilding programme at all relevant stations served by the Passenger Services and affected by the Crossrail Programme (including the Crossrail Stations and Shenfield) in accordance with the timescales for the Crossrail Programme as they might be varied from time to time and act reasonably in relation to station change and network change processes including through reasonable co-operation with TfL or Rail for London;
- (b) fully and effectively co-operate with the Secretary of State, TfL, Network Rail, Rail for London, the Crossrail Operator and other relevant bodies specified by the Secretary of State for the purpose of developing and implementing plans for the enhancement and rebuilding of relevant stations served by the Passenger Services in connection with the Crossrail Programme;
- (c) in connection with the installation and maintenance of certain equipment at the Crossrail Stations and Shenfield station for the purposes of the operation of the Crossrail Services (including in relation to driver only operation), grant reasonable access to such stations to TfL, Rail for London or the Crossrail Operator and co-operate in relation to such installation and maintenance.
- (d) following the commencement of the operation of passenger services by the Crossrail Operator at Shenfield station retail and load both ITSO

and Oyster products (following the conclusion of relevant negotiations in relation to "contactless technology" and in any case by the date such technology is introduced onto the Franchise pursuant to paragraph 7) support the agreement proposed to be entered into in relation to such contactless technology;

- (e) prior to the transfer of the Crossrail Stations to the Crossrail Operator not change the:
 - (i) net number of Franchise Employees employed at the Crossrail Stations (including Franchise Employees whose duties extend to other stations) by more than five per cent (whether by increase or decrease) from the net number at the Start Date without the prior consent of the Secretary of State;
 - (ii) terms and conditions of Franchise Employees employed at the Crossrail Stations (including Franchise Employees whose duties extend to other stations) except where such changes are made to the terms and conditions of all Franchise Employees of the relevant grade or category or are a result of a properly conducted promotion process without the prior consent of the Secretary of State;
 - (iii) identity of the Franchise Employees employed at the Crossrail Stations (including Franchise Employees whose duties extend to other stations) other than for reasonable business reasons unconnected to the transfer of the Crossrail Stations to the Crossrail Operator without the prior consent of the Secretary of State;
- (f) consult with the Secretary of State in relation to any proposals that it may have to change the number, terms and conditions or the identity of Franchise Employees employed at the Crossrail Stations (in all cases including Franchise Employees whose duties extend to other stations);
- (g) take no actions or steps which is or are designed, directly or indirectly to prevent, prejudice, or frustrate:
 - (i) the transfer of the Crossrail Stations to the Crossrail Operator (including by acting in a manner that unreasonably increases the liability transferring to the Crossrail Operator pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006);
 - (ii) the letting of a franchise agreement or concession agreement in relation to the operation of the Crossrail Services; or
 - (iii) the implementation of the Crossrail Programme;
- (h) fully and effectively co-operate with the Crossrail Operator in relation to train planning, timetabling and platforming arrangement for the purpose of ensuring the efficient operation of passenger services by the Crossrail Operator; and

- (i) fully and effectively co-operate with the Crossrail Operator in agreeing terms relating to:
 - (i) shared use of mess facilities at Liverpool Street and Shenfield for drivers of Crossrail Services;
 - (ii) accommodation for carriage cleaners (turnaround and overnight stabling) at Shenfield;
 - (iii) shared use of train crew facilities at Ilford;
 - (iv) the provision of platform dispatch staff at Liverpool Street (Main Level); and
 - (v) introduction of Class 315 Units into service by the Crossrail Operator,

to the extent reasonably required by the Crossrail Operator.

- (j) fully and effectively co-operate with the Crossrail Operator to optimise the maintenance programme for the Crossrail Fleet and other rolling stock fleets which interwork with the Crossrail Fleet to minimise the impact of any heavy maintenance programme or out of course stoppage of units on either the Passenger Services or the Crossrail Services. The Franchisee shall not change the future use of any Class 315 units retained by the Franchisee without the consent of the Crossrail Operator (provided such consent is not unreasonably withheld);
- (k) fully and effectively co-operate with the Crossrail Operator from the date that the Crossrail Stations transfer to the Crossrail Operator for the purpose of ensuring the passengers using trains operated by the Crossrail Operator receive throughout the remainder of the Franchise Term a consistently high level of customer service and experience at both the Crossrail Stations and Shenfield and accordingly the Franchisee shall make Franchise Employees engaged in customer facing activities at Shenfield stations available for training and briefing in common customer service and experience standards specified by the Crossrail Operator, subject to the Franchisee being compensated by the Crossrail Operator for the reasonable costs associated with such training.

1.7 The Franchisee shall permit train drivers employed by the Crossrail Operator to travel in the cabs of its trains for the purpose of route learning.

1.8 The SLC shall be amended from the Passenger Change Date in May 2015 (or such other date as the Secretary of State may specify) as set out in Appendix 2 to this Schedule 6.2 (Crossrail Service Changes), and the Franchisee shall:

- (a) ensure that the Passenger Services (including any empty coaching stock movements) marked "CR" in Appendix 2 to this Schedule 6.2 are operated by the Crossrail Business Unit, and shall be deemed to be Crossrail Services for the purpose of this Agreement; and
- (b) ensure that the Passenger Services marked "GA" in Appendix 2 to this Schedule 6.2 are not operated by the Crossrail Business Unit, but continued to be operated by the Franchisee.

This amendment to the SLC shall not constitute a Change for the purpose of Schedule 9 (Changes).

1.9 The Secretary of State shall have the right to notify the Franchisee that specified rights of the Secretary of State pursuant to this paragraph 5 shall be exercisable by TfL on his behalf and the Franchisee shall be required to act and perform its obligations accordingly. In the event such notification has been given and the Franchisee believes that:

- (a) there is any conflict between instructions received from TfL and instructions received from the Secretary of State; or
- (b) instructions received from TfL are inconsistent with the terms of this Agreement,

the Franchisee shall notify the Secretary of State forthwith identifying the conflict or inconsistency. The Franchisee shall act in accordance with instructions received from the Secretary of State in relation to any such matter. The Franchisee shall not be liable for any failure to act in accordance with the instructions of TfL where such a conflict or inconsistency is established to the extent that such failure was a consequence of such conflict or inconsistency.

2. **British Transport Police Accommodation**

The Franchisee shall give due consideration to any request by the British Transport Police to provide suitable accommodation (including additional or alternative accommodation) or facilities at Stations to enable the British Transport Police to effectively perform the services owed to the Franchisee under any contract or arrangement entered into between the British Transport Police and the Franchisee.

3. **Not used**

4. **Co-operation with TFL in respect of West Anglia Devolution**

4.1 The Franchisee shall co-operate with TfL and the Secretary of State and act reasonably and in good faith in its engagement with them in relation to the transfer of the West Anglia Inner Services to TfL or the West Anglia Operator on behalf of TfL.

4.2 Pursuant to its obligations in paragraph 4.1, the Franchisee shall, if so requested by the Secretary of State:

- (a) upon reasonable notice, attend meetings with the Secretary of State, TfL, Network Rail, the West Anglia Operator, West Anglia Bidders and other relevant bodies specified by the Secretary of State to discuss and provide an opinion on any relevant issues;

Appendix B

Screen Dump pages from www.nationalrail.co.uk in respect of travel and fare arrangements for Sunday 14th August when through services from Norwich to London were replaced by a bus between Norwich and Ipswich (Enquiries made 4th August 2016 approx 13.30)

APPENDIX B

http://ojp.nationalrail.co.uk/service/timetable/arc/NRW/LST/140816/0700/dep

Sign in Create Account

Share Search

Norwich [NRW] to London Liverpool Street [LST]

Outward Sun 14 Aug

Long journey? Why not upgrade to First Class from £53.50

Other cheap fares

with Travelcard From £57.20

First class From £66.80

Buy cheapest for £ 13.30

Add to basket

Set up journey alerts

Other cheap fares

Dep. From	To	Arr.	Dur.	Chg.	Status	Based on 1 adult
07:05 Norwich [NRW]	London Liverpool Street [LST] Platform 13	10:03	2h 58m	1	Details	CHEAPEST FARE £13.30 Buy Now Other tickets
08:05 Norwich [NRW]	London Liverpool Street [LST] Platform 13	11:03	2h 58m	1	Details	£13.30 Buy Now Other tickets
09:03 Norwich [NRW] Platform 2	London Liverpool Street [LST] Platform 7	12:00	2h 57m	1	Details	£17.80 Buy Now Other tickets
09:05 Norwich [NRW]	London Liverpool Street [LST] Platform 13	12:03	2h 58m	1	Details	£13.30 Buy Now Other tickets
09:39 Norwich [NRW] Platform 6	London Liverpool Street [LST]	12:40	3h 01m	2	Details	£64.20 Buy Now Other tickets

Later trains

Show the cheapest filter your journey details

> Routes, availability and fares are subject to these provisions

Plan your journey

Advertisement

TTAC Tactical

Advertisement

Kings Cross to Cambridge From £16.60 return

Buy full system

Advertisement

13:31 04/06/2016

Sign in Create Account

Share Search

Plan your journey

Norwich [NRW] to London Liverpool Street [LST]
Sunday 14 August 2016

Departing	09:03	Arriving	12:00	Duration	2h 57m	Changes	1
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Check fares

There are currently no reported service disruptions

Set up Journey Alerts

Ticket type: Advance (Standard)
Class:
Price: £17.80

Ticket valid for this service only
Other valid routes

Travel by Leaving From Platform To Arriving Platform Duration Additional info

09:03 **Norwich [NRW]** 2 **Cambridge [CBG]** 10:22 5 1h 19m

Abellio Greater Anglia service from Norwich to Cambridge + show calling points

10:32 **Cambridge [CBG]** 4 **London Liverpool Street [LST]** 12:00 7 1h 29m

Abellio Greater Anglia service from Cambridge to London Liverpool Street + show calling points

Routes, availability and fares are subject to these provisions

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UPGRADED ROOMS
Travelodge
Advertisement

Stations made easy

Route planning around the station including maps and platform locations

Sign in Create Account

Share

Search

Plan your journey

Later trains

Return Sun 14 Aug

Earlier trains

Dep. From	To	Arr.	Dur.	Chg.	Status	Price	Options
17:13 London Liverpool Street (LST) Platform 7	Norwich (NRW) Platform 4	20:13	3h 00m	1	Details	£17.80	<ul style="list-style-type: none"> Return from £52.20 2 Singles from £22.30 Based on 1 adult
17:30 London Liverpool Street (LST) Platform 13	Norwich (NRW)	20:20	2h 50m	1	Details	£9.00	<ul style="list-style-type: none"> CHEAPEST FARE SELECTED Advance Other tickets Ticket valid for this service only
18:13 London Liverpool Street (LST) Platform 7	Norwich (NRW) Platform 4B	21:10	2h 57m	1	Details	£13.30	<ul style="list-style-type: none"> Advance Other tickets Ticket valid for this service only
18:30 London Liverpool Street (LST) Platform 13	Norwich (NRW)	21:20	2h 50m	1	Details	£9.00	<ul style="list-style-type: none"> bus service Advance Other tickets Ticket valid for this service only
18:44 London Liverpool Street (LST)	Norwich (NRW) Platform 0	21:37	2h 53m	2	Details	£54.20	<ul style="list-style-type: none"> Advance Other tickets Ticket valid for this service only

Later trains

Show the cheapest

Journey details

filter your journey details

change your journey details

Tickets

Single Fare - Outward Journey

1 x Adult - Advance (Standard Class) £13.30

Price

Route details

< Back to train times and fares

Norwich [NRW] to London Liverpool Street [LST]
 Sunday 14 August 2016

Departing	Arriving	Duration	Changes
09:05	12:03	2h 58m	1

Check fares

There are currently no reported service disruptions

Set up Journey Alerts

Ticket type: Advance (Standard)
 Class)
 Price: £13.30

Ticket valid for this service only
 Other valid routes

Travel by	Leaving	From	Platform	To	Platform	Arriving	Platform	Duration	Additional info
	09:05	Norwich [NRW]		Ipswich [IPSI]		10:33		1h 28m	
	10:43	Ipswich [IPSI]	2	London Liverpool Street [LST]		12:03	13	1h 20m	

Abellio Greater Anglia service from Ipswich to London Liverpool Street + show calling points

> Routes, availability and fares are subject to these provisions

Pocket Timetables
 Get your pocket timetable between and
 > Download PDF

Appendix C List of Urban areas in the UK

(extract from

https://en.wikipedia.org/wiki/List_of_urban_areas_in_the_United_Kingdom)

List of urban areas in the United Kingdom

From Wikipedia, the free encyclopedia

Jump to: [navigation](#), [search](#)

List of urban areas in the United Kingdom is a list of the most populous [urban areas](#) as at the [2011 census](#), as defined by the [Office for National Statistics](#) (ONS), although the basis for the sourced list (used for its ready availability of the data) is Citypopulation.de.

The detailed methodology of the process used by ONS in 2011 is set out in *2011 Built-up Areas – Methodology and Guidance*, published in June 2013. In reporting the results of the 2011 UK census, ONS use the term "**built-up area**" rather than the term "urban area" used for previous censuses. However, it states that the criteria used to define "built-up area" are the same as those used previously, as follows:^[1]

the definition follows a ‘bricks and mortar’ approach, with areas defined as built-up land with a minimum area of 20 hectares (200,000 m²), while settlements within 200 metres of each other are linked. Built-up area sub-divisions are also identified to provide greater detail in the data, especially in the larger conurbations.

In reporting the [2001 census](#), ONS gave a clearer definition of the term "built-up" as follows:

This comprises permanent structures and the land on which they are situated, including land enclosed by or closely associated with such structures; transportation corridors such as roads, railways and canals which have built up land on one or both sides, or which link built-up sites which are less than 200 metres apart; transportation features such as airports and operational airfields, railway yards, [motorway service areas](#) and car parks; mine buildings, excluding mineral workings and quarries; and any area completely surrounded by builtup sites. Areas such as playing fields and golf courses are excluded unless completely surrounded by builtup sites...^[2]

Contents

- [1 List of most populous urban areas](#)
- [2 See also](#)
- [3 References and Notes](#)
- [4 External links](#)

List of most populous urban areas

The list below shows the most populated urban areas in the United Kingdom as defined by the [Office for National Statistics](#) (ONS), but as readily referenced at [Citypopulation.de](#). The list includes all urban areas with a population in excess of 100,000 at the 2011 census.^[a]

Rank	Built-up area ^[a]	Population (2011 Census)	Area (km ²) ^[citation needed]	Density (People/km ²)	Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
1	Greater London Built-up area	9,787,426	1,737.9	5,630	London Boroughs , Hemel Hempstead , Watford , Woking , Harlow , St Albans , Bracknell	London	The addition of Guildford , Harlow , Bracknell and St Albans
2	Greater Manchester Built-up area	2,553,379	630.3	4,051	Manchester , Salford , Bolton , Stockport , Oldham , Rochdale , Bury , Trafford , Tameside	Manchester	The addition of Golborne , Glossop and Newton-le-Willows
3	West Midlands Built-up area	2,440,986	598.9	4,076	Birmingham , Wolverhampton , West Bromwich , Dudley , Walsall , Solihull	Birmingham	
4	West Yorkshire Built-up area	1,777,934	487.8	3,645	Leeds , Bradford , Wakefield , Huddersfield , Dewsbury , Keighley , Halifax	Leeds-Bradford	The addition of Halifax

Rank	Built-up area ^[4]	Population		Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
		(2011 Census)	Density (People/km ²)			
		Area (km ²) ^[citation needed]				
5	<u>Greater Glasgow Built-up area</u>	1,209,143	368.5	<u>Glasgow</u> , <u>Paisley</u> , <u>Clydebank</u>	<u>Glasgow</u>	
6	<u>Liverpool Built-up area</u>	864,122	199.6	<u>Liverpool</u> , <u>Bootle</u> , <u>Litherland</u> , <u>Crosby</u> , <u>Prescot</u> , <u>St. Helens</u> , <u>Ashton-in-Makerfield</u>	Liverpool	The addition of <u>Ashton-in-Makerfield</u>
7	<u>South Hampshire Built-up area</u>	855,569	192.0	<u>Southampton</u> , <u>Portsmouth</u> , <u>Eastleigh</u> , <u>Gosport</u> , <u>Fareham</u> , <u>Havant</u> , <u>Horndean</u>	Southampton-Portsmouth	<u>Portsmouth Urban Area</u> and <u>Southampton Urban Area</u> combined into one. The addition of <u>Hedge End</u> , <u>Locks Heath</u> , <u>Bursledon</u> and <u>Whiteley</u> . <u>Stubbington</u> and <u>Lee-on-the-Solent</u> are no longer part of the built-up area. <u>Washington</u> , <u>Chester-Le-Street</u> , <u>Hetton-le-Hole</u> and <u>Houghton-le-Spring</u> are no longer part of the built-up area.
8	<u>Tyneside Built-up area</u>	774,891	180.5	<u>Newcastle upon Tyne</u> , <u>Gateshead</u> , <u>South Shields</u> , <u>Tynemouth</u> , <u>Wallsend</u> , <u>Whitley Bay</u> , <u>Jarrow</u>	Newcastle-Sunderland	
9	<u>Nottingham Built-up area</u>	729,977	176.4	<u>Nottingham</u> , <u>Beeston</u> , <u>Carlton</u> , <u>West Bridgford</u> , <u>Ilkeston</u>	Nottingham-Derby	

Rank	Built-up area ^[4]	Population (2011 Census)	Area (km ²) ^[citation needed]	Density (People/km ²)	Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
10	<u>Sheffield Built-up area</u>	685,368	167.5	4,092	<u>Hucknall</u> <u>Sheffield, Rotherham,</u> <u>Rawmarsh</u>	Sheffield	
11	<u>Bristol Built-up area</u>	617,280	144.4	4,274	<u>Bristol, Filton, Pill,</u> <u>Frampton Cotterell,</u> <u>Kingswood, Warmley,</u> <u>Mangotsfield,</u> <u>Winterbourne</u>	Bristol	
12	Belfast Urban Area	595,879			<u>Belfast, Castlereagh,</u> <u>Greenisland, Holywood,</u> <u>Lisburn,</u> <u>Newtownabbey,</u> <u>Milltown</u>	<u>Belfast</u>	
13	<u>Leicester Built-up area</u>	508,916	109.4	4,653	<u>Leicester, Wigston,</u> <u>Oadby, Syston, Blaby,</u> <u>Birstall, Narborough,</u> <u>Enderby</u>	Leicester	<u>Ratby</u> no longer part of the built-up area. Addition of <u>Narborough</u> and <u>Enderby</u>
14	<u>Edinburgh</u>	482,005				<u>Edinburgh</u>	
15	<u>Brighton and Hove Built-up area</u>	474,485	89.4	5,304	<u>Brighton and Hove,</u> <u>Worthing,</u> <u>Littlehampton,</u> <u>Shoreham-by-Sea</u>	Brighton	<u>Rottingdean, Saltdean</u> and <u>Findon</u> are no longer part of the built-up area.
16	<u>Bournemouth/Poole</u>	466,266	131.0	3,559	<u>Bournemouth, Poole,</u>	Bournemouth/Poole	<u>Ferndown</u> and <u>Wimborne</u>

Rank	Built-up area ^[4]	Population (2011 Census)	Area (km ²) ^[citation needed]	Density (People/km ²)	Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
	<u>Built-up area</u>				<u>Christchurch</u> , <u>Ferndown</u> , <u>New Milton</u> , <u>Wimborne Minster</u>		<u>Minster</u> now part of the built-up area.
17	<u>Cardiff Built-up area</u>	447,287	102.3	4,370	<u>Cardiff</u> , <u>Caerphilly</u> , <u>Penarth</u> , <u>Pontypridd</u>	Cardiff-Newport	<u>Caerphilly</u> and <u>Pontypridd</u> now part of the built-up area.
18	<u>Teesside Built-up area</u>	376,633	108.2	3,482	<u>Middlesbrough</u> , <u>Stockton-On-Tees</u> , <u>Billingham</u> , <u>Redcar</u>	Middlesbrough	<u>Eston & Southbank</u> now part of Middlesbrough sub-division, no longer counted as separate sub-division
19	<u>Stoke-on-Trent Built-up area</u>	372,775	103.9	3,588	<u>Stoke-on-Trent</u> , <u>Newcastle-under-Lyme</u> , <u>Kidsgrove</u>	Stoke-on-Trent	
20	<u>Coventry Built-up area</u>	359,262	81.3	4,420	<u>Coventry</u> , <u>Bedworth</u> <u>Sunderland</u> , <u>Washington</u> , <u>Chester-Le-Street</u> , <u>Hetton-le-Hole</u> , <u>Houghton-le-Spring</u>	Coventry	Addition of <u>Washington</u> , <u>Chester-Le-Street</u> , <u>Hetton-le-Hole</u> and <u>Houghton-le-Spring</u>
21	<u>Sunderland Built-up area</u>	335,415	83.5	4,018	<u>Birkenhead</u> , <u>Wallasey</u> , <u>Ellesmere Port</u> , <u>Bebington</u>	Newcastle-Sunderland	
22	<u>Birkenhead Built-up area</u>	325,264	88.2	3,687	<u>Reading</u> , <u>Wokingham</u>	<u>Liverpool</u>	
23	<u>Reading Built-up area</u>	318,014	83.7	3,800		<u>London</u>	<u>Bracknell</u> no longer part

Rank	Built-up area ^[4]	Population		Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
		(2011 Census)	Density (People/km ²)			
24	<u>Kingston upon Hull Built-up area</u>	314,018	3,802	<u>Woodley</u> , <u>Crowthorne</u> , <u>Kingston upon Hull</u> , <u>Cottingham</u> , <u>Hessle</u>	Hull	of the built-up area.
25	<u>Preston Built-up area</u>	313,322	3,802	<u>Preston</u> , <u>Bamber Bridge</u> , <u>Chorley</u> , <u>Fulwood</u> , <u>Leyland</u>	Preston	The addition of <u>Longton</u> and <u>Adlington</u> to the built-up area.
26	<u>Newport Built-up area</u>	306,844	3,643	<u>Newport</u> , <u>Pontypool</u> , <u>Cwmbran</u> , <u>Blackwood</u> , <u>Risca</u> , <u>Ystrad Mynach</u>	Cardiff-Newport	<u>Pontypool</u> , <u>Cwmbran</u> and <u>Blackwood</u> added to the built-up area.
27	<u>Swansea Built-up area</u>	300,352	3,431	<u>Swansea</u> , <u>Neath</u> , <u>Port Talbot</u> , <u>Ystradgynlais</u> , <u>Pontardawe</u>	Swansea/Neath/Port Talbot	<u>Ystradgynlais</u> now part of the built-up area.
28	<u>Southend-on-Sea Built-up area</u>	295,310	4,111	<u>Southend-on-Sea</u> , <u>Hullbridge</u> , <u>Rayleigh</u> , <u>Rochford</u>	<u>London</u>	<u>Hullbridge</u> now part of the built-up area.
29	<u>Derby Built-up area</u>	270,468	4,219	<u>Derby</u> , <u>Borrowash</u> , <u>Duffield</u>	Nottingham-Derby	
30	<u>Plymouth Built-up area</u>	260,203	4,356	<u>Plymouth</u> , <u>Plymstock</u> , <u>Plympton</u>	Plymouth	
31	<u>Luton Built-up area</u>	258,018	5,088	<u>Luton</u> , <u>Dunstable</u> , <u>Houghton Regis</u>	<u>London</u>	
32	<u>Farnborough/Aldershot Built-up area</u>	252,397	3,217	<u>Farnborough</u> , <u>Aldershot</u> , <u>Camberley</u> , <u>Farnham</u>	<u>London</u>	

Rank	Built-up area ^[4]	Population (2011 Census)	Area (km ²) ^[citation needed]	Density (People/km ²)	Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
33	<u>Medway Towns Built-up area</u>	243,931	52.2	4,677	<u>Frimley</u> , <u>Sandhurst</u> , <u>Yateley</u>	<u>London</u>	
34	<u>Blackpool Built-up area</u>	239,409	61.3	3,908	<u>Blackpool</u> , <u>Lytham St Annes</u> , <u>Poulton-le- Fylde</u> , <u>Thornton</u> , <u>Cleveleys</u>	<u>Blackpool</u>	<u>Fleetwood</u> no longer forms part of the built-up area.
35	<u>Milton Keynes Built-up area</u>	229,941	62.5	3,678	' <u>Milton Keynes</u> ', ^[7] <u>Bletchley</u> , <u>Newport Pagnell</u> , <u>Woburn Sands</u>	<u>Milton Keynes</u>	The addition of <u>Woburn Sands</u> .
36	<u>Barnsley/Dearne Valley Built-up area</u>	223,281	59.7	3,739	<u>Barnsley</u> , <u>Wath upon Dearne</u> , <u>Wombwell</u> , <u>Hoyland</u>	<u>Sheffield</u>	
37	<u>Northampton Built-up area</u>	215,963	57.9	3,731	<u>Northampton</u> , <u>Collingtree</u>	<u>Northampton</u>	
38	<u>Norwich Built-up area</u>	213,166	61.9	3,444	<u>Norwich</u> , <u>Taverham</u> , <u>Costessey</u> , <u>Cringleford</u> , <u>Hellesdon</u>	<u>Norwich</u>	
39	<u>Aberdeen</u>	207,932			<u>Swindon</u> , <u>Haydon Wick</u> , <u>Stratton St. Margaret</u> , <u>Broad Blunsdon</u> ,	<u>Aberdeen</u>	
40	<u>Swindon Built-up area</u>	185,609	47.1	3,945		<u>Swindon</u>	

Rank	Built-up area ^[4]	Population (2011 Census)	Area (km ²) ^[citation needed]	Density (People/km ²)	Major subdivisions ^[citation needed]	<u>Metropolitan Area</u> ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
41	<u>Crawley</u> Built-up area	180,508	58.1	3,107	<u>Blunsdon</u> , <u>St Andrew</u> , <u>Wroughton</u>	<u>London</u>	The addition of <u>East Grinstead</u> , <u>Copthorne</u> and <u>Crawley Down</u> .
42	<u>Ipswich</u> Built-up area	178,835	49.1	3,639	<u>Crawley</u> , <u>Horley</u> , <u>East Grinstead</u> , <u>Copthorne</u> , <u>Crawley Down</u>	<u>Ipswich</u>	<u>Reigate</u> and <u>Redhill</u> no longer part of the built-up area.
43	<u>Wigan</u> Built-up area	175,405	43.8	4,009	<u>Ipswich</u> , <u>Kesgrave</u> , <u>Woodbridge</u> <u>Wigan</u> , <u>Skelmersdale</u> , <u>Standish</u> , <u>Ince-in- Makerfield</u>	<u>Manchester</u>	The addition of <u>Woodbridge</u> .
44	<u>Mansfield</u> Built-up area	171,958	48.4	3,556	<u>Mansfield</u> , <u>Sutton-in- Ashfield</u> , <u>Kirkby-in- Ashfield</u> , <u>Mansfield</u> <u>Woodhouse</u>	<u>Nottingham-Derby</u>	
45	<u>Oxford</u> Built-up area	171,380	37.4	4,585	<u>Oxford</u> , <u>Kennington</u> , <u>Wheatley</u>	<u>Oxford</u>	The addition of <u>Kennington</u> and <u>Wheatley</u> .
46	<u>Warrington</u> Built-up area	165,456	44.9	3,686	<u>Warrington</u>	<u>Liverpool</u>	
47	<u>Slough</u> Built-up area	163,777	34.1	4,797	<u>Slough</u> , <u>Stoke Poges</u> , <u>Poyle</u>	<u>London</u>	

Rank	Built-up area ^[4]	Population (2011 Census)	Area (km ²) ^[citation needed]	Density (People/km ²)	Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
48	<u>Peterborough</u> Built-up area	163,379	44.2	3,693	<u>Peterborough</u> , <u>Farcet</u>	Peterborough	
49	<u>Cambridge</u> Built-up area	158,434	42.1	3,760	<u>Cambridge</u> , <u>Fen Ditton</u> , <u>Girton</u> , <u>Histon</u>	Cambridge	Addition of <u>Histon and Impington</u> and <u>Fen Ditton</u>
50	<u>Doncaster</u> Built-up area	158,141	43.5	3,634	<u>Doncaster</u> , <u>Bentley</u> , <u>Armthorpe</u> , <u>Sprotbrough</u>	Sheffield	Addition of <u>Bessacarr</u>
51	<u>Dundee</u>	157,444			<u>Dundee</u>	<u>Dundee</u>	
52	<u>York</u> Built-up area	153,717	34.0	4,518	<u>York</u> , <u>Earswick</u>	York	
53	<u>Gloucester</u> Built-up area	150,053	40.4	3,718	<u>Gloucester</u> , <u>Innsworth</u>	Gloucester-Cheltenham	
54	<u>Burnley</u> Built-up area	149,422	35.7	4,183	<u>Burnley</u> , <u>Padiham</u> , <u>Brierfield Colne</u> , <u>Barrowford Nelson</u>	Blackburn-Burnley	
55	<u>Telford</u> Built-up area	147,980	47.7	3,103	<u>Telford</u> , <u>Broseley</u>	Telford	
56	<u>Blackburn</u> Built-up area	146,521	35.6	4,115	<u>Blackburn</u> , <u>Darwen</u>	Blackburn-Burnley	
57	<u>Basildon</u> Built-up area	144,859	37.1	3,902	<u>Basildon</u> , <u>Wickford</u> , <u>Ramsden Heath</u> , <u>North Benfleet</u>	<u>London</u>	The addition of <u>Wickford</u> to the urban area.
58	<u>Grimsby</u> Built-up area	134,160	35.3	3,804	<u>Grimsby</u> , <u>Cleethorpes</u> , <u>Waltham</u>	Grimsby	<u>New Waltham</u> is no longer part of the Built-up area.
59	<u>Hastings</u> Built-up area	133,422	33.2	4,019	<u>Hastings</u> , <u>Bexhill</u>	Hastings	
60	<u>High Wycombe</u> Built-up area	133,204	39.2	3,398	<u>High Wycombe</u>	<u>London</u>	

Rank	Built-up area ^[4] up area	Population		Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
		(2011 Census)	Area (km ²) ^[citation needed]			
61	<u>Thanet</u> Built-up area	125,370	27.9	4,495	<u>Cookham</u> , <u>Hughenden Valley</u> <u>Margate</u> , <u>Ramsgate</u> , <u>Broadstairs</u>	Thanet
62	<u>Accrington/Rossendale</u> Built-up area	125,059	30.0	4,168	<u>Accrington</u> , <u>Rawtenstall</u> , <u>Bacup</u> , <u>Great Harwood</u> , <u>Haslingden</u> , <u>Oswaldtwistle</u>	Blackburn-Burnley Accrington Urban Area and Rossendale Urban Area combined.
63	<u>Burton-upon-Trent</u> Built-up area	122,199	35.0	3,487	<u>Burton-upon-Trent</u> , <u>Swadlincote</u>	Burton-upon-Trent The addition of <u>Swadlincote</u> , <u>Stapenhill</u> and <u>Winhill</u> ^[8]
64	<u>Colchester</u> Built-up area	121,859	32.7	3,732	<u>Colchester</u> , <u>Marks Tey</u>	Colchester
65	<u>Eastbourne</u> Built-up area	118,219	25.1	4,705	<u>Eastbourne</u> , <u>Polegate</u>	Brighton
66	<u>Exeter</u> Built-up area	117,763	28.5	4,133	<u>Exeter</u> , <u>Topsham</u>	Exeter
67	<u>Cheltenham</u> Built-up area	116,447	28.9	4,034	<u>Cheltenham</u> ,	Gloucester- Cheltenham
68	<u>Paignton/Torquay</u> Built- up area	115,410	31.5	3,667	<u>Paignton</u> , <u>Torquay</u> , <u>Marldon</u>	Torbay
69	<u>Lincoln</u> Built-up area	114,879	32.7	3,518	<u>Lincoln</u> , <u>North Hykeham</u>	Lincoln
70	<u>Chesterfield</u> Built-up	113,057	34.6	3,263	<u>Chesterfield</u> , <u>Staveley</u> ,	Sheffield Addition of Wingerworth

Rank	Built-up area ^[4]	Population (2011 Census)	Area (km ²) ^[citation needed]	Density (People/km ²)	Major subdivisions ^[citation needed]	Metropolitan Area ^[5]	Notable changes between 2001 and 2011 censuses ^[6]
	area						to the Built-up area.
71	<u>Chelmsford</u> Built-up area	111,511	26.2	4,259	<u>Wingerworth</u> , <u>Holymoorside</u> <u>Chelmsford</u> , <u>Little</u> <u>Waltham</u>	<u>London</u>	
72	<u>Basingstoke</u> Built-up area	107,642	29.4	3,662	<u>Basingstoke</u>	Hampshire	
73	<u>Maidstone</u> Built-up area	107,627	25.4	4,229	<u>Maidstone</u>	<u>London</u>	
74	<u>Bedford</u> Built-up area	106,940	24.8	4,309	<u>Bedford</u> , <u>Kempston</u>	Bedford	
75	<u>Worcester</u> Built-up area	101,659	24.7	4,121	<u>Worcester</u> , <u>Norton</u>	Worcester	

