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# Performance Data Accuracy Code

Date	Issue	Details
1 April 1996	1	Code issued
1 February 2009	2	Section 9 amended to bring Code under control of DAB
20 September 2009	3	Code updated to current industry circumstances
24 <sup>th</sup> July 2011	4	Amendments to procedure for updating Berthing Offsets
5 <sup>th</sup> January 2014	5	Amendments to the RPCR form sections A and B
1 <sup>st</sup> June 2018	6	Full review and rewrite to reflect current requirements and processes
1 <sup>st</sup> November 2020	7	Full review undertaken. Improved formatting and referencing throughout. Addition of controls relating to Station Timing Points.
9 <sup>th</sup> January 2022	8	Clarification on responsibilities and timescales for train reporting at off-network locations.
15 <sup>th</sup> September 2024	9	<p>Additions to Section 3 formalising:</p> <ul style="list-style-type: none"> <li>a) The necessity for Mandatory Timing Points to be included in train schedules (and the process for withdrawing the Mandatory Timing Point status of a location)</li> <li>b) The process of revising train times that would otherwise be skewed by GMT/BST or BST/GMT clock changes</li> </ul> <p>Section 7 retitled to make explicit that it relates to the process for amending berthing offsets and expanded to clarify the RPCR process.</p>

		<p>New Section 8 on the financial neutralisation process, emphasising its relevance to both change in reporting point status and to amendments of reporting times.[Some of the text in this new section had previously appeared within Section 6]</p> <p>Fully refreshed Appendix flowcharts tracking the RPCR and Neutralisation processes.</p>
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# PERFORMANCE DATA ACCURACY CODE

## Explanatory Note

*This Explanatory note does not form part of this Code.*

*Part B of the Network Code requires Network Rail to operate a system for monitoring train performance and which, amongst other things, must accurately record the times at which trains arrive at, depart from or pass Recording Points, along with the difference between those times and the corresponding times published in the Working Timetable. The Performance Data Accuracy Code governs the interpretation of the phrase 'accurately record' in that context. It also provides a mechanism for agreeing and notifying changes in standards, including the characteristics of Recording Points.*

## 1 Definitions

1.1 In this Code, the following definitions apply except where the context requires a different meaning: -

<b>"Accounting Period"</b>	means one of Network Rail's 13 annual accounting periods starting on April 1 <sup>st</sup> each year;
<b>"Automatic Point"</b>	means a Recording Point which is not a Manual Point and based on systems-based, rather than human, timings;
<b>"Berthing Offset"</b>	means, when a Timing is made at a Triggering Point associated to a Recording Point location which is not itself the Recording Point, a quantity of time (an average value based on train movements for each berth at a location in seconds), that is used to automatically adjust a train's Timing to then be used in the corresponding Recording;
<b>"Cancellation"</b>	means the failure of a train to fulfil any of its passenger timetable including departure from origin and arrival at destination and intermediate calling points;
<b>"Delay Reporting Point"</b>	means a Recording Point which may also be a Monitoring Point, against which delays are calculated against the Working Timetable (also known as a DRP);
<b>"Lateness"</b>	of a train at a Recording Points measured against the Public Timetable
<b>"Location"</b>	For the purposes of this document the term 'location' should be considered as a STANOX.
<b>"Manual Point"</b>	means a Recording Point at which timing input is performed by a railway industry employee;

<b>"Margin Book"</b>	means a collection of the characteristics of the Recording Points relevant to a particular Track Access Agreement, as described in Section 5;
<b>"Monitoring Point"</b>	means a Recording Point used to record the lateness of trains under the relevant Track Access Agreement performance regime and which is described as a "monitoring point" in the Margin Book (also known as a CMP)
<b>"Neutralisation"</b>	The recalibration of Schedule 8 reference data, as documented in Appendix 1 of individual Track Access Agreements for Access parties, to ensure that organisations are not financially disadvantaged by the fact that trains are reporting earlier/later than was previously the case.
<b>"Performance Monitoring"</b>	means Network Rail's operation of the Performance Monitoring System;
<b>"Performance Monitoring System"</b>	As defined in the Network Code and used within the Track Access Agreement. The current industry system used in this role is TRUST which drives a host of industry systems used within the TAA;
<b>"Recording"</b>	(as a noun) means time data posted into TRUST or otherwise noted as the time at which a train arrives at, departs from or passes a Recording Point, as required by Part B of the Network Code;
<b>"Recording Point"</b>	means any location at which Network Rail measures and records time data of train movement events (pass, arrive or depart) during Performance Monitoring;
<b>"STANOX"</b>	means a 'station number' although these 5-digit codes can also refer to non-station locations such as sidings and junctions. STANOX codes are grouped by geographical area where the first two digits specify the area in which the location is situated.
<b>"Station Timing Point"</b>	means a Recording Point, that is not a Delay Reporting Point or Monitoring Point where the reporting of trains can be achieved and is utilised for Industry performance punctuality reporting metrics that are not part of the TAA;
<b>"Systems Code"</b>	means the document entitled the Code of Practice for the Management and Development of Railway Code Systems, required by the Network Rail's Network Licence;
<b>"This Code"</b>	means this Performance Data Accuracy Code (PDAC), including its appendices;
<b>"Time from NPL"</b>	means the National Physical Laboratory time transmitted by the Anthorn VLF transmitter which serves as the United Kingdom's national time reference and which was formerly known as Rugby Clock Time;

<b>"Timing"</b>	means (as a verb) reading a clock or (as a noun) the time read from a clock, in each case, whether the reading is made by a person or by automatic means;
<b>"Timing Point"</b>	means a location on a train's schedule used for timing purposes that may, or may not, be included in the Performance Monitoring System as a Recording Point location;
<b>"Triggering Point"</b>	means a location at which a train movement is physically detected within the signalling system at the start of the process of making a Recording at an Automatic Point.

- 1.2 This Code is incorporated into, and forms part of, the Network Code. Where the context admits, words and expressions defined in the Network Code, and the rules of interpretation set out in Network Code Condition A1.1, apply throughout this Code and references to the Network Code in such words, expressions and rules shall, in this document, be construed as references to this Code.

## **2 Purpose of the Code**

2.1 The purpose of this Code is:

- (a) to define the standards of measurements and recording required for monitoring and reporting train performance across the UK rail industry for:
  - (i) the Performance Monitoring System (PMS), currently TRUST; and
  - (ii) Performance and other regulatory and agreed Industry metrics using either the PMS or other monitoring systems.
- (b) to define the framework between the PMS and other systems (such as GPS that can provide live train running information into the PMS) increasingly being used to gather railway performance timing reports;
- (c) to provide a process for managing the contractual changes consequent to alterations in measurement and recording.

2.2 This Code seeks to provide a framework to enable the UK rail industry to continually expand and improve performance data quality in the UK rail industry, allowing innovation and reducing the level of manual input and timing checks. This input level should be:

- (a) appropriate to the relative importance, both contractual and the level of train service, of train reporting at the location concerned; and
- (b) consider the associated costs and benefits of making further improvements to best target available resources.

2.3 Nothing in this Code entitles:

- (a) any Access Party to abridge any process required under any Track Access Agreement to implement any change;
- (b) any person to abridge any process required under the Systems Code; or
- (c) Network Rail to make any charge for any train movement to the extent that it has not in fact occurred.
- (d) any person to ignore any safety-related obligations

### 3 Performance Reporting Framework

3.1 A Recording is either made:

- (a) manually by observation and input);
- (b) automatically by taking an infrastructure-based Timing and then relating this to a specific Recording Point using a Berthing Offset (agreed by Industry parties following procedures set out within this document and recorded in the Margin Book); or
- (c) automatically using a validated system (such as train-based GPS/OTMR) when there are no Triggering Points suitable for that location and that system meets the required accuracy and completeness standards for reporting.
- (d) Other means as agreed by the affected parties

Note: Any changes in the method of recording at a location should be made in line with Section 4.6

3.2 The Characteristics of a Recording Point include:

- (a) its location (identifying a station, depot, siding or junction etc) represented by a STANOX;
- (b) the data completeness standard for the Recording Point as defined in Section 4 of this document;
- (c) the technology employed to make Recordings at the Recording Point; and
- (d) the associated berth steps and Berthing Offsets (agreed by Industry parties following procedures set out within this document and, for monitoring Points and Delay Reporting Points recorded in the Margin Book);

3.3 A Recording Point can either be (in increasing order of contractual importance):

- (a) Timing Point (TP) – used to identify real-time train location and provide better performance information;
- (b) Station Timing Point (STP) – station locations utilised for recording train lateness for Industry Reporting purposes but not recording or generating time loss.
- (c) Delay Reporting Point (DRP) – either a station or junction against which loss of time is identified for the creation of delays; and
- (d) Monitoring Point (CMP) – a key station for monitoring train service Lateness to customers. It should also act as a Delay Reporting Point

Note: Lateness at origin and at destination should be recorded for all train services.



- 3.4 A Recording used for Performance Regime purposes can only be made in the Performance Monitoring System when the location appears in the timetabled schedule of that train:
- (a) Origin, stopping and destination locations need to appear in the train schedule.
  - (b) Monitoring Points and Delay Reporting Points shall appear in the planned schedule of every train in the Service Group in which they are contained, even when the train is non-stopping.

This also serves to provide consistency of performance delay and lateness measurement.

- 3.5 **Mandatory timing points are permanent and must appear on all train schedules unless a change in characteristic is agreed by all stakeholders.**

**Train Planners must ensure that they contact their local Performance team and obtain agreement from them before consulting any changes to or removal of a mandatory timing point from their schedules.**

**Unapproved changes may have a significantly adverse impact on the ability of the Industry to consistently and accurately measure performance.**

**This applies to all mandatory points (Contractual Monitoring Points and Delay Reporting Points) and is not restricted just to stations.**

- 3.6 The failure of a train to call at a station should be recorded in the Performance Monitoring System as a Reliability Event:
- (a) Where the train failed to deliver its passenger timetable station activity, that failure should be recorded as a Reliability Event (e.g. a full cancellation, part cancellation or fail to stop); and
  - (b) Any failure to fulfil the passenger timetable at a particular location should be investigated to the same level as the Recording when a train actually does call.
- 3.7 Data captured outside the Performance Monitoring System (such as GPS) can be used for:
- (a) Establishing whether a train actually ran (i.e. cancellations) and assisting delay cause investigation – i.e. in the identification of the cause of an attributed delay
  - (b) analysis of train running performance, including detailed investigation into sectional time loss, station dwell times and non-attributed delay (i.e. sub threshold delay)
  - (c) as a backup source of information after system failure using Para 4.2
  - (d) providing timing data to infill manual locations and improve automation freeing up Signaller time (providing the data source is compliant with the Industry standard for accuracy and data completeness standards); and
  - (e) providing collated evidence from multiple trains to challenge where the Berthing Offsets in use are believed to be inaccurate (providing the data source is compliant with the take-on standard for accuracy and data completeness standards).

- 3.8 Data captured outside the Performance Monitoring System (such as GPS) should not be used for:
- (a) Disproving the rounded individual automated train recordings in TRUST (i.e. showing that a train arrived 4mins late by GPS rather than 5mins late as per the Recording and or showing that a threshold 3mins delay in TRUST was only 2mins using the GPS timings); or
  - (b) coding any part of a delay to a planned delay code (i.e. a 'P-code') when any discrepancy is on average 60secs or less.

Timings already made automatically in TRUST ('Recordings') must not be amended manually retrospectively to change the train lateness and any associated delays, unless Para 4.4 applies.\*

*\* Please also refer to the Delay Attribution Principles and Rules Section E3*

- 3.9 Timings already made in TRUST ('Recordings') must not be amended retrospectively to change the train lateness and any associated delays, unless
- (a) The revision is in line with agreed process for the provision, and amendment, of timings at that location; or
  - (b) The revised time correction can be evidenced as being more accurate than previously entered
  - (c) **The train in question is running during the course of the switch from GMT to BST, or BST to GMT, time.**

Note: The above criteria should also be applied to the manual revision of off Network Rail network locations that would alter a delay previously generated and recorded in the Performance Monitoring System. This should be applied in a controlled and unbiased way.

Where such amendments are made, but not supported or validated, then Network Rail will maintain the right to revert the revised manual report to its original entry.

**In relation to Spring and Autumn clock changes, schedules for trains in operation at the point of the change will reflect the time zone that was in force at the time that the train was planned to depart its booked origin point. Times recorded against its schedule should reflect these booked times to allow for consistency in reporting and prevent the generation of spurious delay minutes. When trains report times that are not consistent with those it has accrued prior to the change in time zone, these must be manually amended to 60 minutes earlier than the reported time (following the GMT to BST switch in Spring) and 60 minutes later than the reported time (following the BST to GMT switch in Autumn).**

- 3.10** Generally, any issues found with timings under either paragraphs 3.6 or 3.7, should then use Section 7 to review and then amend the accuracy of future Recordings rather than challenging Recordings already made.

Responsibility for reporting Timings at locations on Network Rail infrastructure is the sole responsibility of Network Rail. Such Timings may not be infilled or overwritten by the representatives of Train Operators or any other party outside of Network Rail.

Responsibility for reporting Timings at locations that are not part of Network Rail's infrastructure (i.e. "Off-Network") lies with the operator of the individual train using that location. Such Timings may not be infilled or overwritten by representatives of Network Rail other than in the following circumstances:

- Where a time has been amended but not supported or validated and it is deemed necessary to revert the revised manual report to its original entry (in accordance with the terms of paragraph 3.8).
- Where local agreement has been arranged between an operator and Network Rail for Network Rail to report Timings on the operator's behalf.
- Where a train is scheduled to depart from an Off-Network location before proceeding onto the Network Rail network and is not reported by the Operator within 30 minutes of that train having accessed the network. In such cases:
  - Network Rail should endeavour to contact the relevant operator to request a timing report prior to carrying out reporting itself.
  - If no report has been obtained after this 30-minute timeframe has elapsed, Network Rail may infill a report that is consistent with the next timing report captured against the train's schedule.

#### **4 Completeness and Accuracy**

- 4.1 Recordings in the Performance Monitoring System, where the Automatic Timing has a Berthing Offset added, to convert it to the corresponding Recording for arrival, passing or departure at a location, are presumed to be accurate unless:
- (a) They are shown not to be (including by comparison against manual recording or other automatic recording systems where that system meets the standards of this document and its use is agreed by both parties); or
  - (b) A review of standards at a particular Recording Point carried out in accordance with the terms of Section 7 throws doubt on the accuracy of Recording there.
- 4.2 If Network Rail omits or becomes aware that it is likely to omit to make a Timing of an event at a Recording Point, it must notify each affected Access Party as soon as it reasonably can. In respect of any day on which Network Rail gives such notice:
- (a) each affected Access Party must as soon as it reasonably can supply in good faith all information available to that Access Party which is relevant to that Timing and associated Recording omitted on that day.
  - (b) Network Rail must use all appropriate information provided by the Access Party, alongside any other industry performance systems, in creating a Recording.
  - (c) if, having assessed the suitability and made use of appropriate information supplied by Access Parties, Network Rail still has omitted Recordings then Network Rail may use an appropriate procedure to interpolate or otherwise create Recordings, and
  - (d) It must inform and agree with the Access Party the approaches used for infilling Recordings at each location.
- 4.3 Recordings at any Recording Point which are accurate in accordance with paragraphs 4.1 or 4.2, when Network Rail has observed the obligation of good faith (see Section 11) and except in the case of manifest error, constitute a sufficient discharge of all obligations on Network Rail under the Track Access Agreement with respect to them, and none of those Recordings may be challenged (refer also to Paragraph 3.7).
- 4.4 After a review of the accuracy of Recordings within the PMS, if those Recordings at a Recording Point are not accurate in accordance with paragraphs 4.1 and 4.2, or are manifestly in error or if Network Rail has not observed the obligation of good faith in relation to those Recordings, then Network Rail is at fault and those Recordings may be challenged.
- (a) Where agreement is reached to correct any errors emanating from manual intervention (not included in the calibration of that location) they should be corrected in the PMS as soon as reasonably practicable but within the 7 days PMS limitation to allow downstream systems to work automatically.
  - (b) If agreement to correct such errors is not reached within 28 days, any affected party or parties may refer the matter as a dispute for resolution under Section 10.

- 4.5 The following paragraph set out the data completeness standard which applies under this Code.
- (a) Paragraph 4.6 relates to the standard which applies in respect of common mode failures (as set out for each Recording Point in the relevant Margin Book for a particular Track Access Agreement).

- 4.6 On any day during which a reporting failure occurs or persists, data for each failed individual Monitoring Point, Delay Reporting Point and Station Timing Point must be created to the level as set out below.**

Category	Completeness at each Recording Point (%)	Action
CMP	98	Data Infill / Investigation of reasons failing
DRP	96	Infill / Investigation of reasons failing
Station Timing Point (where it is full auto recording)	96	Investigation of reasons failing

Notes:

'Completeness' is the ratio of the number of Timings actually made to the number that would have been made if there had been no omissions.

All Passenger train schedules require to have timings recorded at origin and destination.

- 4.7 Each Network Rail Region/Route shall maintain records of the recording Characteristics of each Monitoring, Recording and Timing Point. This shall include the date the location was last reviewed and, where required, an understanding of the opportunities and plan of action to improve the standard of train reporting at relevant locations (See also Section 8).

## 5 Margin Books

- 5.1 For each Track Access Agreement, Network Rail must compile a Margin Book setting out the characteristics of each Recording Point relevant to that Access Agreement. For each Recording Point, Network Rail must state in the Margin Book whether it is a Monitoring Point or Delay Reporting Point for the purposes of Paragraph 4.6 Network Rail must ensure that each Access Party has been supplied with a copy of the appropriate Margin Book.
- 5.2 Network Rail and the Access Party must seek to agree the Margin Book and any changes made to it as required. If and to the extent that they do not agree within 28 days from the date of the Access Party being supplied with a copy of the first Margin Book under paragraph 5.1 or a revised Margin Book under paragraph 5.3 then either party may refer the failure to agree as a dispute for resolution under Section 10. Agreement of the Margin Book specifically signifies that the relevant Access Parties are content that: -
- (a) the Margin Book covers all the Recording Points appropriate to the Track Access Agreement;
  - (b) the Recording Points are correctly described as being, or as not being, Monitoring Points;
  - (c) the data completeness categories to which the Recording Points are allocated are appropriate having regard to the circumstances at that time; and
  - (d) the Margin Book contains no significant or obvious errors.
- 5.3 Notwithstanding any agreement of the Margin Book, either party may at any time notify the other of:
- (a) an error in the Margin Book; or
  - (b) any Recording Point becoming or ceasing to be a Monitoring Point
- and request that the Margin Book be amended.
- 5.4 The minimum category of data completeness standard to which each Recording Point in a Margin Book must be allocated is set out in Paragraph 4.6: -
- 5.5 If the characteristics of any Recording Point change, Network Rail must update each Margin Book and provide revisions or supplements to the relevant Access Party. Before making any change to the characteristics of the Recording Point, Network Rail must notify each affected Access Party.

## 6 Changes to Characteristics of Recording Points

- 6.1 Monitoring Points can only be introduced (by re-classification from a Delay Reporting Point) or removed (by de-classification to a Delay Reporting Point) for specific Operators as a result of a change to the TAA that is agreed by the Access Parties and approved by ORR. The recording functionality of that location must not be removed from the PMS.
- 6.2 Delay Reporting Points (that are not Monitoring Points) can only be removed (de-classified) as part of the RCPR process where agreement is received from all affected Parties. Any de-classification of a Delay Reporting Point should be made to a Station Timing Point or Timing Point but the recording functionality of that location must not be removed from the PMS.
- 6.3 Station Timing Points can be re-classified and or de-classified for a specific Operator , but locations should not ordinarily be removed from the PMS. See also Section 8.4.
- 6.4 If a change to characteristics of a Recording Point comprises: -
- (a) a change of category within Paragraph 4.6;
  - (b) a change in the requirements of a timing standard in Section 8;
  - (c) a change in the magnitude of Berthing Offset [as documented in Section 7 of this document] or
  - (d) a change to a lower category of timing standard; and
- there are reasonable grounds for believing there to be a financial impact on a Performance Regime in a Track Access Agreement, then the potentially affected Access Party shall be entitled to notify the other that it wishes to negotiate with a view to neutralising that financial impact.
- Note: An Automatic Point should not ordinarily be converted to a Manual Point on a permanent basis, but if it is, then Part G of the Network Code applies

## 7 Amendments to Berthing Offsets at Recording Points

- 7.1 Refer to Appendix A for a flow diagram of the Berthing Offset change process. Refer to Appendix C for a list of the current Recording Point Change Request (RPCR) forms that are available on the Delay Attribution Board website.
- 7.2 An Access Party may request Network Rail to examine and, where necessary, propose the correction of the magnitude of a Berthing Offset at a Recording Point, provided that there are reasonable grounds (e.g. under Paragraph 3.7 and 4.4) for such a request. Network Rail must give fair consideration to such a request. Unless otherwise agreed between the Parties the following timescales should be applied:-
- a) Any examination of a Berthing Offset must take place within 28 days of receipt of the request; and
  - b) the results of that examination must be produced and provided to the Access Party within a further 14 days (i.e. within 42 days of receipt of the original request).
  - c) The resulting RPCR must be provided to all affected Access Parties within 56 days of initial notification.
  - d) If Network Rail declines to consider any request under this paragraph or the timescale for examination of a Berthing Offset cannot be agreed between the parties, the relevant Access Party may refer the matter for resolution under section 10.
- 7.3 Network Rail may propose a change to a Berthing Offset at a Recording Point in line with the criteria set out within the Timing Standards set out in Section 8 and where there are reasonable grounds provided for such a proposal.
- 7.4 Where a change to a Berthing Offset at a Recording Point is proposed under paragraphs 7.2 or 7.3, Network Rail shall notify each affected Access Party of that proposed change.
- 7.5 Each affected Access Party must respond to a notice issued by Network Rail under paragraph 7.4.
- For CMPs and DRPs, the default response time for such notices will be 28 days from the date of issue. However, extensions to this should be requested by the Access Party and – unless there is a clear reason not to do so - agreed by Network Rail in cases where a 28-day turnaround for reviewing forms is not deemed likely to be practical. This may typically be the case when an RPCR is complex and/or where notices for multiple locations are issued simultaneously.
- In these cases, it is expected that a realistic response time should be identified, and communication maintained during the review period to allow progress to be monitored/further extensions to be agreed if necessary.
- Any Access Party that does not respond within 28 days – or whatever alternative timeframe that has been agreed as above - will be deemed to have accepted the contents of such a notice by default.



- 7.6 Where the location is a Station Timing point or Timing Point only, Network Rail will notify Access Parties of any proposed changes to the timings at those locations and will provide the data to support the changes via use of the bespoke "Station Timing Point" RPCR. Due to the non-contractual status of these locations, parties are only expected to respond to these particular RPCRs if they wish to actively reject changes. The default timeframe for this will be 14 days as opposed to the standard 28. However, extensions for review may still be agreed on the same basis as explained in Paragraph 7.5. If necessary, Paragraph 7.7 should be utilised to determine whether changes to a Station Timing Point involving multiple operators can be applied.
- 7.7 Where the Recording Point in question is not a Monitoring Point in the Track Access Agreement of any affected Access Party, except where agreed that there is a highlighted obvious and manifest error, the following shall apply:
- (a) Where there is unanimous agreement, or agreement from a sufficient number of affected Access Parties to represent a majority of services at that Recording Point, Network Rail shall be entitled to make the alterations; or
  - (b) Where there is unanimous disagreement, or the level of agreement fails to meet the requirements of paragraph 7.7(a), Network Rail shall not be entitled to make the alterations.
- 7.8 Where the Recording Point in question is a Monitoring Point in the Track Access Agreement of any affected Access Party, the following shall apply:
- (a) Where there is unanimous agreement amongst all Access Parties utilising the location as a Monitoring Point **and** (in the event of there being additional affected Access Parties who do not use the location as a Monitoring Point) there is agreement from a sufficient number of all affected Access Parties to represent a majority of services at that Recording Point, Network Rail shall be entitled to make the alterations; or
  - (b) Where there is unanimous disagreement, or the level of agreement fails to meet the requirements of paragraph 7.8(a) – including when any single Access Party that utilises the location as a Monitoring Point is not in agreement - Network Rail shall not be entitled to make the alterations. Parties not in agreement are, however, expected to provide Network Rail with information on the basis for rejection/information on what adjustments would be necessary to enable acceptance.
- 7.9 Following the 28 days' notice period as set out in paragraph 7.5 Network Rail shall provide the Access Parties the outcome of the consultation and the next steps to enable implementation.
- 7.10 Network Rail shall provide notification to all affected Access Parties of the implementation date of the change consulted.
- 7.11 Within 14 days following the implementation of such change, any affected Access Party that does not agree with its implementation may refer the matter for resolution under Section 10.

- 7.12 Refer to Section 8 of this document for detail on the financial neutralisation process associated with Amendments to Recording Point Times in the Performance Monitoring System

## 8. The Financial Neutralisation Process

The neutralisation process is intrinsically linked to the Berthing Offset amendment process, documented in Section 7 above, where changes are applied to Contractual Monitoring Points (neutralisation is not relevant to Delay Reporting Point or Timing Point offset amendments). It involves a review, and potential amendment of, Schedule 8 Performance Points to ensure that neither train operators nor Network Rail are financially impacted by the fact that trains may report earlier or later than was the case when these were originally calibrated.

The following clauses detail the principles that apply and the steps that are involved in completing the neutralisation process.

- 8.1 Where a Party considers there is a material impact and financial neutralisation of its Track Access Agreement Performance Regime is required, agreement of the neutralisation methodology MUST be obtained prior to implementing the change in the system. The actual neutralisation may be agreed to take place prior to or post implementation.
- 8.2 If the parties do not reach agreement within 28 days after notification of the financial impact and the need to neutralise that impact or how to neutralise it, then either party may refer the dispute for resolution under Section 10. In this circumstance the changes cannot be implemented until a determination is made.
- 8.3 Once agreement is reached on a way to neutralise the financial effect of a change, or a decision is reached through dispute resolution, it is binding on the parties.
- 8.4 If the agreement or decision requires or is equivalent to an amendment to a Track Access Agreement, such an amendment may take effect only in accordance with the process for amending Access Agreements as published by ORR (General Approval to amend Appendix 1 of Schedule 8 within the TAA).
- 8.5 All Parties, for each Track Access Agreement so affected, should seek to coordinate the progression of changes planning in a manner to limit workload and efficiency of the process. Parties may consider progressing changes by Line of Route or by Service Group. Cognisance also needs to be taken of other Parties affected by or requiring changes.
- 8.6 Negotiations to neutralise financial effects should not, where possible, be more than 2 (General Approvals) in any one year for any individual Train Operator; but there may be more if changes to Recording technology occur more frequently or other circumstances require it. Parties must try to identify likely financial effects during consultation on the annual proposals for improving standards.
- 8.7 Challenges over the accuracy of the Berthing Offset amendments that the neutralisation exercise is associated with cannot be made once the Berthing Offset Amendment process, documented in Section 7 above, has concluded.

## **9 Reviews of Standards in the Performance Monitoring System**

### **9.1 Yearly Standards Review**

- 9.1.1 Network Rail must at least once in each year review the standards of measurement and Recording achieved for Recording Points in the Performance Monitoring System. Network Rail must aim to carry out the review at about the same time each year. In formulating the terms for the review, Network Rail should give adequate consideration to the materiality of data to each individual affected Access Party.
- 9.1.2 Following the review, Network Rail must publish to the Delay Attribution Board a report of its review and any proposals it may have for improving standards in the following year. In formulating any such proposals, Network Rail should give adequate consideration to the materiality of data inaccuracy to each of the Access Parties.
- 9.1.3 The report must include an assessment of the standards in measurement and Recording achieved across the Network Rail network over the previous year. This may be done by reference to a suitable sample of the Recording Points.
- 9.1.4 Following publication of the report, the Delay Attribution Board shall be entitled to consult on the contents of the report and any proposals for improving standards. The Board shall be entitled to require Network Rail to take account of reasonable modifications (including additional proposals) suggested by the respondents.
- 9.1.5 Network Rail Regions/Routes should also produce a periodic report and update on any progress on actions emanating from the annual review including an update on the plan and convene localised meetings with Operators to review progress at least once a year.

### **9.2 Location Reviews**

- 9.2.1 Each Network Rail Region/Route shall undertake an annual desktop exercise as part of a 5 year rolling programme to review the status of Berthing Offsets for all locations where train times are required to be reported. The purpose of these reviews is to review the current level of location reporting and which services are impacted and identify any changes that have occurred in the last year that affect each location in terms of infrastructure (e.g. track layout and signalling), rolling stock, and operational policy (e.g. driving standards). The review should also include whether any industry party had cited that the times being reported for a location are incorrect and check when the last full timing exercise was actually undertaken.
- 9.2.2 If no changes are identified then this should be documented on the Region/Route records. If no changes are noted at the 5<sup>th</sup> anniversary, then a “notice of no change” (see appendix D) should be issued to the industry parties serving that location including the relevant information considered to ascertain that no change is required.
- 9.2.3 It is expected that where changes are identified that these will be followed up with an audit of the times at the locations affected, and where applicable, a revised RPCR produced and agreed with industry parties in line with this document. When changes have been agreed and implemented the 5-year rolling review programme should be reset.

- 9.2.4 For circumstances where new berth steps are required to be in place for the first day of operation (e.g. re-signalling and or new infrastructure works) affected parties will be notified of the interim times that are to be implemented. Once implemented the train times being reported will be audited, and where applicable, amended following the relevant procedures in this document.
- 9.2.5 If a location is due for review but it is identified that changes will be made at that location within the next 12 months (e.g. signalling, track layout, rolling stock changes) then a postponement of the review should be proposed, communicated and the Route review records updated accordingly.

### 9.3 Audits of Locations

- 9.3.1 When undertaking an audit of the times at a location the data collected should be representative of the trains (reflecting the different train lengths, train types and stopping patterns) and frequency of service at that location to ensure an average time for all train classes is generated.
- 9.3.2 For locations where access is restricted, or that may pose a safety risk to the personnel undertaking audits, it may be appropriate to utilise other available sources of train reporting times (for example, GPS or DAS data). In all cases, where alternative data is utilised, the source of the data must be verified and agreed by the industry parties affected as accurate and reliable (See paragraph 3.6).
- 9.3.4 Cognisance must be given to situations where either: -
- a limited number of trains traverse a particular berth step, or
  - train moves are made at irregular times outside of reasonable working hours; or
  - a site is not possible to access.
- In such cases the reviewer should identify alternative methods for the review and recording and on proposing times should provide the alternative method utilised. The reviewer should always consider personal safety, efficiency and alternative methods prior to conducting any site visits.
- 9.3.5 Once a review is conducted, RPCR forms that are produced to consult affected parties must, for completeness and visibility, include all berths steps and moves regardless of whether changes are being proposed. Any berth steps included on the RPCR with no changes should be highlighted accordingly.

### 9.4 Station Timing Points

- 9.4.1 Where the accuracy at a particular location, being either the entire location, part location or an individual berth step, is raised under Section 4 and consideration is being given to remove that location or individual berth step then certain criteria need to be met.

Where there are two or more train service patterns (service or unit characteristics and/or stopping patterns) that may result in reporting discrepancies, the following criteria need to be met:

- (a) The location reporting offset(s) cannot be improved.
- (b) That at least 20%\* of train services impacted exceed a +/- 15% tolerance of the measured offset for the location. For the location to be considered for removal, the +/- 15% tolerance must be greater than 30 seconds of the current average offset.

- (c) The unbiased sample of at least 10 trains for each berth step 'normally' used should be running under normal conditions and not subject to any significant delay.
- (d) That an alternative, more accurate, method of reporting all of the trains that the berth in question currently reports can be used instead provided it has previously been properly validated.

\*To establish whether 20% or more of services are affected, the average times of the trains measured which are considered to be outside of the tolerance should be applied across a normal weekday timetable.

- 9.4.2 The RPCR form 'Location Timing Point' should be utilised for the purposes of this process and normal process for industry consultation followed
- 9.4.3 Prior to removal, the evidence collated, including the result of the industry consultation, should be provided to Network Rail's Process and Controls team for review. Where the appropriate evidence has not been provided, and the criteria for industry consensus has not been met, then the location or individual berths will not be removed from the SMART data tables. If the criteria has been met then records detailing the change and rationale should be maintained. These conditions do not prevent reporting being re-implemented at a future date if the issues causing the original problem are resolved.
- 9.4.4 Where only individual berth step(s) are removed at a location the remaining berth steps should be maintained and remain live for accurate reporting of train movements.

## **9.5 Keeping of Records**

- 9.5.1 Each Network Rail Region/Route shall maintain records of the current status of Berthing Offset reviews for all locations where train times are required to be reported for their respective Region/Route. The records should include;
  - When annual desk top reviews have been undertaken.
  - The outcome of the reviews.
  - When the last changes were made to the offsets.
  - Actions required.
  - The date of the next review.
- 9.5.2 Network Rail Region/Routes that have locations where train times are required to be reported manually must have a documented process for each location detailing how to identify and record train times at those locations.
- 9.5.3 The records maintained by each Network Rail Region/Route detailing the status of each location where train times are required to be reported should be made available to industry parties at any time on request.

**10 Revisions to the Code**

- 10.1 Any Track Access Party may propose amendments to this Code in accordance with Condition B2.5.1 of the Network Code.

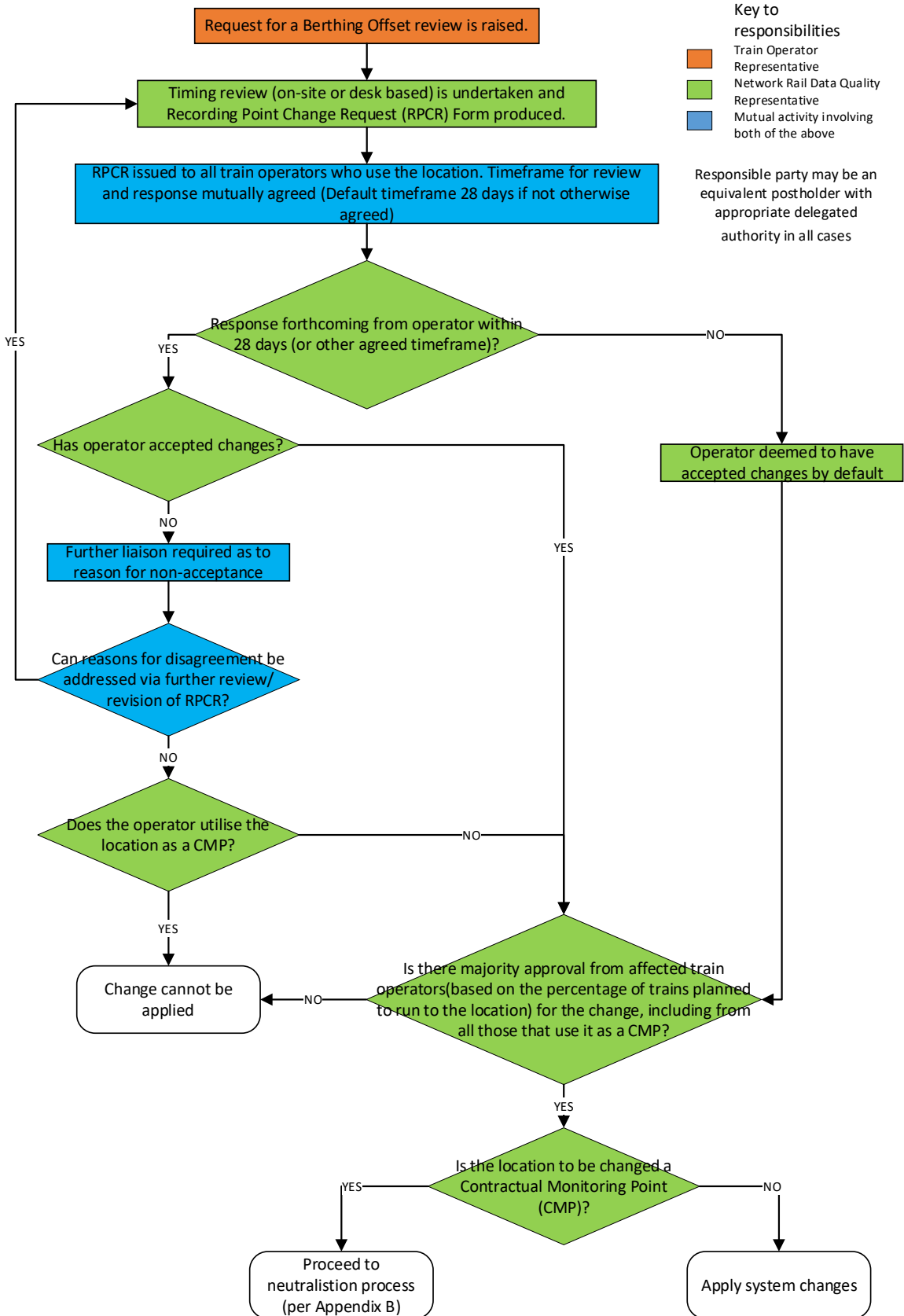
**11 Dispute Resolution**

- 11.1 The Access Dispute Resolution Rules apply to this Code, save that, in the first instance; any dispute shall be referred to the Delay Attribution Board for guidance. Where either party does not accept the guidance of the Board, the procedure set out in paragraph 10.2 shall be followed.
- 11.2 Following receipt of guidance from the Delay Attribution Board, any Access Party not satisfied with such guidance may invoke dispute resolution under the Access Dispute Adjudication Rules

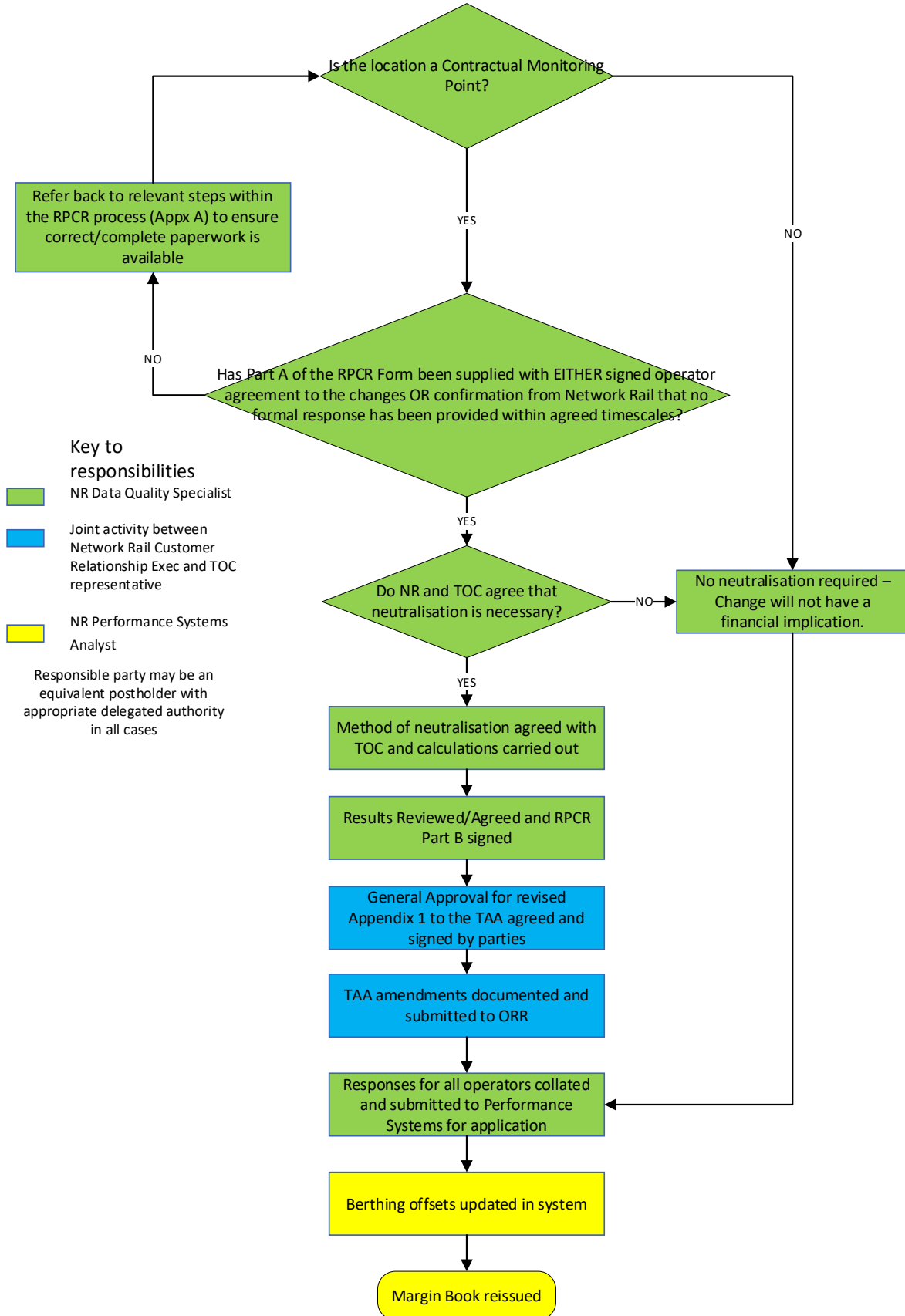
**12 Good Faith**

- 12.1 The obligation of good faith set out in Condition 1.5 of Part A of the Network Code applies in respect of this Code.
- 12.2 Amongst other things, good faith requires all Access Parties: -
- (a) to strive to achieve zero bias in Recordings;
  - (b) to be fair and honest when interpolating or otherwise creating Recordings (after a failure to make a Timing); and
  - (c) not to conceal any Timing actually made, or unfairly and deliberately to omit to make any Timing or Recording.
- 12.3 All Access Parties must request, and Network Rail must make, changes to characteristics of Recording Points in good faith. All such changes must be fair and equitable and not discriminate unduly between participants in the railway industry.

APPENDIX A - PROCESS FOR AMENDING BERTHING OFFSETS



APPENDIX B – THE NEUTRALISATION PROCESS





## APPENDIX C - RECORDING POINT CHANGE REQUEST (RPCR) FORMS

The suite of RPCR forms for use as part of this document are set out and described below.

For clarity, not all of the template forms are used to literally request changes – In particular, the Location Review, New Works and Neutralisation forms exist to formalise/standardise the provision of information. However, as these forms are explicitly connected with the berthing offset process, they are all classed as part of the RPCR “family” of forms.

### RPCR form - Offset Changes Part A

### RPCR form - Offset Changes Part B

The two parts to this RPCR form should be used where changes are being proposed to the berths used and/or the offsets values at either CMP or DRP locations.

- Part A contains the proposed values.
- Part B is used to document the conclusions of the neutralisation process (where applicable) and record the authorisation from the parties to progress the changes.

### RPCR form - Location Review

This RPCR form should be used for locations where a 5<sup>th</sup> anniversary review has been undertaken and the conclusion of the review is **either** that:

No parameters have changed that would impact the previously agreed offsets.

Or

Future changes will be required as a result of parameters that are set to change or are in the process of doing so, but it is not yet possible/practical to apply these. (An example of this would be during a gradual rolling stock change affecting a given station/stations – It may be identified that this will necessitate a change to offsets, but that it will only be practical to apply the change once a majority of services utilise the new stock.)

**As such**, this form is used to agree between the parties that no physical site review is required to be undertaken

### RPCR form - New Works

This RPCR form should be used to inform of changes to Berthing Offsets to calibrate the system post a re-signalling/ re-modelling scheme. However, it should **only** be used where the reporting at the location was previously agreed to be accurate (i.e. there were no previous offset issues). This is paramount so that the net effect of the changes is deemed to be neutral (i.e. a train arriving post works will report at the same time as would have recorded pre works).

### RPCR form -Station Timing Point

This RPCR form should be used to propose changes to the berths used and/or the offset values at a Station Timing Point. **Due to the non-contractual nature of these changes, the form only requires a response from operators if they wish to actively reject the proposed changes and a default response time of 14 days is quoted (as opposed to the 28 on the Offset “Form A”)**

### **RPCR form - Location Status Change**

This RPCR form should be used to propose a change to the status of a location and should be used when either adding or removing a location used for the purposes of delay monitoring. The form should not be used as the mechanism for changing the contractual status of a location.

### **RPCR form – Locations covered by the Neutralisation process**

This form should be used for advice purposes. Locations that have been subject to an offset change and neutralisation review should be detailed on this form alongside confirmation of whether neutralisation has been undertaken and, if not, the basis for this.

All the RPCR forms listed above can be accessed via the Delay Attribution Board website.