Network Statement 2025

period of validity: 2025 timetable
Sunday 15 December 2024 - Saturday 13 December 2025
(including the earlier handling of capacity requests for that period)

Colophon

owner	ProRail
email	netverklaring@prorail.nl
reference	T20180019-117460140-6539
version	1.0
date	8 December 2023
status	Definitive

Version management

Version management and processed supplements			
Version	**Date**	**Supplement**	**Subject of the changes**
0.5	25 August 2023		Draft Network Statement 2025
1.0	8 December 2023		Definitive Network Statement 2025, initial issue

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List of appendices

Glossary

Included in Appendix 2 is a glossary explaining the specific terminology and abbreviations used in this Network Statement.

1 General information

1.1 Introduction

This Network Statement has been drawn up by ProRail[1], the infrastructure manager of the main railway network in the Netherlands. ProRail is a private company under Dutch law. The sole shareholder is the State of the Netherlands (through Railinfratrust BV).[2]

Management by ProRail relates to the following activities:

- the maintenance of the main railway network;
- the preparation and performance of the expansion of the main railway network;
- the fair, non-discriminatory and transparent allocation of capacity of the main railway network;
- control of the traffic on the main railway network;

ProRail also carries out work for third parties, which is linked to the aforementioned management tasks or to mobility issues in the broader sense of the word.

ProRail has a safety management system and a valid safety authorisation for the safe management of the main railway network.

Railinfratrust is the owner of the closed distribution system for electric tractive power on the tracks of the main railway network fitted out with overhead contact lines, and is as manager of this private network under the conditions of an exemption granted by the ACM, the Consumer & Market Authority. ProRail, acting on behalf of Railinfratrust, performs all the management tasks regarding this private network.

ProRail endeavours each year to further improve the contents and the presentation of the Network Statement. Suggestions for improvements or additions to the Network Statement are thus greatly appreciated.

1.2 Objective

The purpose of the network statement is to inform titleholders about the nature and conditions of access and use of the main railway network, including the allocation of capacity. The Network Statement informs titleholders about the services and facilities ProRail can offer including availability, rates and conditions for these services and facilities..

The Network Statement also contains information on the conditions applicable to access to service facilities that are connected to the railway network managed by ProRail and the services provided by those facilities, or references to the website on which this information can be found.

1 ProRail BV, listed in the trade register of the Chamber of Commerce for Utrecht, under number 30124359.

2 There is a legislative proposal pending in the Lower House on the transformation of ProRail into an independent administrative body (Parliamentary Papers II 2019/2020, 35396, no. 2). This transformation will be implemented by means of an amendment to the Railways Act which will set out the tasks of ProRail. To the extent necessary, ProRail will amend the Network Statement after the entry into force of the Railways Act. See also section 5.8.2.2. If the transformation of ProRail has not taken place before 2025, the Ministry of Infrastructure and Water Management has undertaken to ensure a timely solution on the basis of which this Network Statement may as yet be amended.

1.3 Legal aspects

1.3.1 Legal framework

Provided in table 1.1 is the legal framework of the most important national laws and underlying decrees and regulations regarding access to and use of the main railway network. Also applicable are the directly applicable European Regulations and the Technical Specifications on Interoperability (TSI) based thereon, as well as the COTIF for international rail transport.

table 1.1 List of laws and regulations

Subject	Laws and regulations
Railways	Railways Act Railways Allocation Decree
Railway undertakings	Operating Licence Decree and a number of exemptions from the main railways safety certificate
Infrastructure	Railway Capacity Allocation Decree Network Infrastructure Regulations Main Railways (Environmental Regime) Regulations Railway Interoperability and Safety Regulation
Traffic	Rail Traffic Decree Rail Traffic Regulations
Personnel	Railway Personnel Decree 2011 Railway Personnel Regulations 2011
Railway vehicles	Railway Vehicles Service Regulations 2020
Capacity and use	Railway Capacity Allocation Decree
Charges	Implementation Directive 2012/34/EU on establishing a single European railway area HSL Levy Decree 2015
Dangerous goods	Carriage of Dangerous Goods Act Decree on the Carriage of Dangerous Goods Regulation for the carriage of dangerous goods by rail
Surroundings and the environment	Environmental Law (General Conditions) Act Environmental Management Act Environmental Management (Activities Decree) Act Rail Traffic Noise Calculation & Measurement Regulations 2012 Living Environment (Activities) Decree

1.3.2 Legal status and liability

1.3.2.1 General comments

The Network Statement 2025 is a network statement within the meaning of Section 58 Railways Act and is based on the regulations in force on 1 November 2023.[3]

The following structure is applied:

- Provisions with regard to subjects about which ProRail wishes to reach agreement with titleholders before the titleholders make use of the railway infrastructure (with relevant proposals). These provisions can be found under the heading 'Regulation to be agreed upon' (blue typeface) and between ►blue triangles◄. These regulations solely give rise to obligations once parties enter into the Access Agreement.
- Provisions about the rules of procedure that apply to all titleholders. These rules of procedure can be found under the heading 'Rules of procedure' (green typeface) and between ►green triangles◄ ProRail has established the rules of procedure with a view to the non-discriminatory treatment of all titleholders, following consultation of the titleholders and with due consideration for their opinions. The rules of procedure are not individually negotiable and can only be changed by means of a supplement to the Network Statement. A request for capacity brings the rules of procedure into play.

1.3.2.2 Liability

ProRail accepts no liability whatsoever for loss or damage ensuing from apparent formatting mistakes or typing errors contained in the Network Statement 2025. ProRail's liability for the information contained in the Network Statement about service facilities and services offered by parties other than ProRail is limited to the correct representation of the data made available to ProRail by these parties. Also, ProRail accepts no liability for the content of third-party pages linked to in the Network Statement.

In the event of differences between the Dutch and English versions of this Network Statement, the Dutch version is binding.

1.3.3 Complaints, disputes and conflict resolution.

Disputes regarding the capacity allocation will be processed by ProRail on the basis of the Regulations on Capacity Allocation Disputes (section 4.5.5). Complaints and disputes about other services offered by or agreed with ProRail, or about the Network Statement 2025 as released by ProRail are processed in accordance with the General Regulations on the Settlement of Complaints and Disputes as included in the Network Statement (Appendix Appendix 4). The contact particulars are:

organisation:	ProRail Capacity Management Account Management Department	ProRail
postal address:	P.O. Box 2038 3500 GA Utrecht	
office address:	Moreelsepark 3 3511 EP Utrecht	
telephone:	+ 31 (0)88 231 3606	
email:	accountmanagement@prorail.nl	
website:	www.prorail.nl	

[3] The Environment and Planning Act goes into effect on 1 January 2024 (Bulletin of Acts and Decrees 2023, 89). Contrary to this reference, the texts in this Network Statement related to the Environment and Planning Act have already been updated.

For complaints about the non-application or improper application of the performance scheme, the performance scheme complaints procedure can be invoked (see section 5.7.3).

Complaints about (rates of the) charges and the principles thereof and the criteria and rules for capacity allocation published in Network Statement 2025 can be submitted to the Netherlands Authority for Consumers & Markets (ACM) until six weeks after the date of the Government Gazette announcing the adoption of the Network Statement 2025 or an amendment to (parts of) the Network Statement.[4]

Complaints and disputes about the access to service facilities offered by or agreed with ProRail as referred to in Directive 2012/34/EU, Annex II, section 2(a), or the delivery of services at the service facilities can be submitted and handled in accordance with the Regulations on the Settlement of Station Portfolio Complaints and Disputes (Appendix 4, item 2).

Titleholders who have entered into an Access Agreement are entitled to request in writing a decision from the ACM regarding the conduct of ProRail, also if the General Regulations on the Settlement of Complaints and Disputes are applicable.[5] The complaints procedure is described on the ACM website. The contact particulars of the ACM are stated in section 3.2.2.

1.4 Structure of the Network Statement

The Network Statement is drawn up according to the Network Statement Common Structure of RailNetEurope (see section 1.7.2). This common structure ensures that globally equivalent information can be found in the same place in the Network Statement of the member countries. RailNetEurope made significant changes to the Common Structure in December 2019. The new structure, which can be found on the RailNetEurope website, is applied for the first time in the Network Statement 2022. Some minor adjustments have been made in the Network Statement 2025.

For detailed and up-to-date information, this Network Statement refers, among other things, to www.prorail.nl and the Logistics Portal of ProRail. Titleholders can on request gain access to the Logistics Portal (for contact particulars, see section 1.6 or go to the ProRail website).[6]

1.5 Validity, amendments and publication

1.5.1 Period of validity

The Network Statement 2025 applies to:

- access to and use of the railway infrastructure and service facilities with accompanying services during the 2025 timetable;
- the processing of capacity requests for the 2025 timetable; even if the processing takes place before the start of the 2025 timetable.

The 2025 timetable starts at 00:00 hrs on Sunday 15 December 2024 and ends at 24:00 hrs on Saturday 13 December 2025. These dates are in accordance with Directive 2012/34/EU, Annex VII. Information in the Network Statement 2025 that relates to the period after 13 December 2025 is indicative only.

4 Section 58(5) Railways Act.
5 Section 71(1) Railways Act.
6 The specifications of the Logistics Portal are stated in Appendix 23, item 13.1.

1.5.2 Additions and amendments

Circumstances after the publication of this Network Statement may give rise to additions or amendments to the Network Statement. ProRail will publish a supplement to the Network Statement 2025 if necessary.

ProRail's Logistics Portal contains documents referred to in the Network Statement via links. It is possible to receive a notification as soon as a new or modified document is placed on the Logistics Portal. For further information on notifications, see the User Manual.

1.5.3 Publication

ProRail has drawn up the Network Statement 2025 following consultation with the titleholders involved (see Appendix 3). An email with a hyperlink to the Network Statement 2025 on the ProRail website has been sent to:

- titleholders who have concluded an Access Agreement with ProRail during the 2023 timetable;
- all administrative bodies authorised to grant concessions for passenger transport by train;
- the ACM (Consumer & Market Authority);
- other stakeholders.[7]

A supplement to the Network Statement 2025 will also be sent by email to the parties mentioned above.

The most recent version of the Network Statement 2025 and the released supplements thereto are available in both Dutch and English on the ProRail website. Publication of the Network Statement 2025 and supplements thereto are announced in the Netherlands Government Gazette.

The content of the English version of ProRail's Network Statement 2025 is also available at Network and Corridor Information (NCI) portal.

1.6 Contact address for further information

ProRail will, on request, provide railway undertakings and other titleholders with further information on topics mentioned in the Network Statement 2025. Contact:

organisation:	ProRail Capacity Management Capacity Allocation Department
postal address:	P.O. Box 2038 3500 GA Utrecht
office address:	Moreelsepark 3 3511 EP Utrecht
email:	netverklaring@prorail.nl
website:	www.prorail.nl

ProRail will inform railway undertakings about relevant developments initiated by ProRail regarding the access to and use of the railway infrastructure and/or the related services offered by ProRail.

In case of relevant developments regarding access to and use of the railway infrastructure initiated by third parties, ProRail will, so far as familiar with those developments, urge those third parties to share such information with the railway undertakings. ProRail will, with the consent of the third party, share (process) information on those developments with the railway undertakings.

[7] As referred to in Article 8 Management Concession 2015-2025.

1.7 International cooperation by infrastructure managers

1.7.1 Rail Freight Corridors, RFCs

The Regulation (EU) on the European rail network for competitive freight transport came into force on 9 November 2010. This was amended in 2013 through Regulation (EU) 1316/2013.[8] This Regulation obliges Member States to set up international market-oriented freight corridors (RFCs) in order to achieve the following objectives:

- Strengthening cooperation between the infrastructure managers on issues such as capacity allocation of train paths, introduction of interoperable systems and railway infrastructure development.
- Finding a good balance between freight and passenger trains along the Rail Freight Corridors, achieving adequate capacity for freight transport, in line with market needs, while also meeting punctuality requirements.
- Promoting intermodality between rail and other transport modes by integrating the terminals into the corridor management process.

The table below shows the corridors with route sections in the Netherlands. The choice of routes is made by the relevant Ministries of Transport and lies outside the responsibility of the infrastructure managers.

table 1.2 International freight corridors with route sections in the Netherlands

Corridor	Main route of the international freight corridor	Main route in the Netherlands
Rhine – Alpine	Zeebrugge – Antwerp / Terneuzen / Amsterdam / Vlissingen / Rotterdam – Duisburg – [Basel] – Milan – Genoa	Maasvlakte – Kijfhoek / Amsterdam Westhaven / Amsterdam Houtrakpolder / Vlissingen Sloe > Meteren – Zevenaar (border)
North Sea – Mediterranean	Dunkirk / Rijsel / Liege / Paris / Amsterdam – Rotterdam – Terneuzen / Zeebrugge / Antwerp – Luxembourg – Metz – Dijon – Lyon / Basel – Marseille	Maasvlakte/Amsterdam – Kijfhoek – Roosendaal (border)
North Sea – Baltic	Wilhelmshaven / Bremerhaven / Hamburg / Amsterdam / Rotterdam / Ghent / Antwerp – Aachen / Prague / Berlin – Warsaw – Terespol (Polish – Belarusian border) / Kaunas – Riga - Tallinn	Maasvlakte – Kijfhoek – Meteren – Zevenaar (border) Amsterdam Westhaven / Amsterdam Houtrakpolder > Amersfoort – Oldenzaal (border) Roosendaal (border) – 's Hertogenbosch – Utrecht – Amersfoort – Oldenzaal (border).

For further information on all routes belonging to the corridors, see the Rail Freight Corridor Customer Information Platform (CIP) of RailNetEurope. For more detailed technical information, consult the Register of Infrastructure (RINF) published by the European Union Railway Agency (ERA). The contact particulars of the corridor organisations are:

8 Regulation 913/2010/EU of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight.

organisation:	EEIG Corridor Rhine – Alpine EWIV
office	Adam-Riese-Straße 11-13
address:	60327 Frankfurt am Main
	Germany
telephone:	+49 69 265 4544 1
email:	info@corridor-rhine-alpine.eu
website:	www.corridor-rhine-alpine.eu

organisation:	EEIG Rail Freight Corridor North Sea Mediterranean
office	9, place de la Gare
address:	L-1616 Luxembourg
	Luxembourg
email:	info@rfc2.eu
website:	www.rfc-northsea-med.eu

organisation:	EEIG 'North Sea – Baltic Rail Freight Corridor' EZIG
office	74 Targowa Street
address:	03-734 Warsaw
	Poland
telephone:	+48 22 47 32 320
email:	info@rfc8.eu
website:	www.rfc8.eu

For further regulations on international freight corridors, see also sections 4.2.1, 4.2.3, 4.5.4 and 4.10. For further information on the mentioned applications, see Appendix 23.

1.7.2 RailNetEurope and other international partnerships

1.7.2.1 RailNetEurope

ProRail is a member of RailNetEurope (RNE), an umbrella organisation of European infrastructure managers and capacity allocating authorities. RNE facilitates international rail operations by developing harmonised international operating processes in the form of templates, manuals, guidelines and IT tools. Further information on RNE is available on the RNE website, see contact details below. An overview of the relevant rail-related applications offered by RNE can be found in the list of rail-related services and third-party service facilities for suppliers on the ProRail website.

organisation:	RailNetEurope
	Joint Office
office	Austria Campus 3
address:	Jakov-Lind-Strasse 5
	1020 Vienna
	Austria
email:	mailbox@rne.eu
website:	https://rne.eu
	https://rne.eu/organisation/rne-approach-structure/

1.7.2.2 Other international partnerships

ProRail is an active member of the organisation of European Rail Infrastructure Managers (EIM). EIM is an interest group for European infrastructure managers. In addition, ProRail is an active member of PRIME, of which it is one of the founders. PRIME is a platform bringing together European infrastructure managers and the European Commission. ProRail is also one of the founding members of Europe's Rail Joint Undertaking (ERJU) and serves on its Governing Board. As the successor to Shift2Rail, ERJU is the European partnership for research and innovation in rail transport within the framework of the Horizon Europe programme (2020-2027).

Finally, ProRail is also a member of the regional board of UIC (the international railway union) and participates in various working groups and projects. For international cooperation on the capacity allocation process, see, inter alia, sections 4.5.1, 4.9 and 4.10 and, at the operational level, Chapter 6 Operations.

2 Railway infrastructure

2.1 Introduction

This chapter contains a description of the functional and technical characteristics of the main railways and accompanying railway infrastructure managed by ProRail. Detailed information on railway infrastructure characteristics can be found in the Register of Infrastructure (RINF).[9]

This chapter discusses the main characteristics of the railway infrastructure. Sections 2.3.4 to 2.3.9 deal with the user parameters of the railway infrastructure. This concerns the following six parameters:

1. Loading gauge
2. Axle load and ton metre weight
3. Gradient
4. Speed
5. Train length
6. Power supply

Use outside the limit values of the parameters 1, 2 and 4 is permitted only under agreed regulations for Exceptional Transport as defined in section 4.7.

The Network Statement provides user information on those aspects of the railway infrastructure that are of fundamental importance in terms of interoperability. In practice, there is often a need for more detailed information. The Logistics Portal provides an overview of the information that can be requested. Additional information about the (possibilities for use of the) railway network, safety systems and geographical information can be requested from ProRail via the following contact address:

organisation:	ProRail, Capacity Management Infrastructure Development Department	ProRail
postal address:	P.O. Box 2038 3500 GA Utrecht	
office address:	Moreelsepark 3 3511 EP Utrecht	
email:	gebruikswaardeinfo@prorail.nl	

Titleholders can also request access at ProRail website to various applications containing specific information about the railway infrastructure, such as Infra-Atlas, RailDocs or RailMaps (see also section 2.3 and Appendix 23, item 1).

2.2 Extent of network

The area under the management of ProRail is defined by means of:

- An overview of the main railways managed by ProRail, including the associated infrastructural elements and facilities and the railways that have fallen into disuse.
- A specification of the connected railways that fall outside the management of ProRail.

[9] Section 26bb Railways Act in conjunction with Article 49 Directive 2012/34/EU in conjunction with Article 2(1) Implementing Regulation 2019/777.

2.2.1 Railway network managed by ProRail

Appendix 1 shows the railways[10] managed by ProRail. This appendix also includes a table with the railways[11] designated as part of the main railway network that link up with the sidings in port and industrial areas.

ProRail manages:

- The railways designated as main railways by the Railways Allocation Decree, the management of which has been assigned by concession to ProRail.
- The infrastructural elements[12] that constitute part of the main railways and which are designated as railway infrastructure, including the transfer facilities in stations, stabling and shunting yards.
- A number of other infrastructural facilities that are related to the traffic on the main railway network and are managed by ProRail, such as refuelling facilities.
- A number of decommissioned tracks, not designated as part of the main railways, see Appendix 11.

The boundaries of the area managed by ProRail can be found in RailMaps, see section 2.3 and Appendix 23, item 1.1).

Decommissioned railways
ProRail manages a number of decommissioned railways (see Appendix 11). These railways are railways within the meaning of Section 2(3) Special Railways Decree, which means that train traffic is not possible over these decommissioned railways. Any reactivation of decommissioned railways will be announced by means of a supplement to the Network Statement and, in that case, train traffic over a reactivated railway will first be possible after inclusion of that railway in the Railways Allocation Decree.

2.2.2 Connected railway networks outside the management of ProRail

For the purposes of cross-border traffic, the main railway network is linked to the railways in neighbouring countries at the border crossings below.

- With the railway network in Belgium managed by Infrabel, at the border crossings:
  - Sas van Gent – Zelzate
  - Roosendaal – Essen
  - Hazeldonk
  - Budel – Neerpelt
  - Maastricht – Lanaken[13]
  - Eijsden – Visé
- With the railway network in Germany managed by DB Netz AG, at the border crossings:
  - Nieuweschans – Weener[14]
  - Oldenzaal – Bad Bentheim
  - Enschede – Gronau[15]
  - Zevenaar – Emmerich
  - Venlo – Kaldenkirchen
  - Haanrade – Herzogenrath

10 The railways as stated in Annex 1 and Annex 2(a) to the Railways Allocation Decree.
11 The railways as stated in Annex 2(b) to the Railways Allocation Decree.
12 See Annex I to Directive 2012/34/EU.
13 The Maastricht-Lanaken railway is currently still owned and operated by ProRail, but has been decommissioned and no train traffic takes place.
14 During the period of validity of this Network Statement, no through traffic after Weener is possible via the Nieuweschans – Weener railway line owing to a defective railway bridge.
15 The Enschede - Gronau railway line is not connected at Enschede to the main railway network in the Netherlands and does not provide a connection for through traffic to/from the German railway network.

For the purposes of transfer traffic, furthermore, the main railway network is connected at the following places with railway lines in the Netherlands managed by other parties: Veendam, Coevorden, Apeldoorn Zuid, Dieren, Kerkrade Centrum, Schin op Geul, Hoorn, Goes and Schiedam.

Various industrial and transhipment companies have sidings connecting them to the main railway network managed by ProRail. These sidings fall outside the management of ProRail (see Appendix 11). Information on the possible use and applicable conditions is available from the companies connected to these tracks.

2.3 Infrastructure description

This section describes the characteristics of the railway infrastructure that are relevant to traffic use. Detailed information on these characteristics of the railway infrastructure can be found, inter alia, in:

- The Register of Infrastructure (RINF). This register contains the values of the network parameters of the railway infrastructure, see also Appendix 23, item 1.4 and for a detailed description the list of rail-related services and third-party service facilities for suppliers on the ProRail website.
- The RailMaps application, which contains the identification characteristics of tracks (letters/numbers), signals, points and other facilities and the kilometre marking(s) per route section. You can also find information, for example, about the angle ratios of points and the presence of overhead wires on individual tracks. For a description of RailMaps, see Appendix 23, item 1.1.
- Delivery of tailor-made railway infrastructure data via Infra-Atlas. For a description, see Appendix 23, item 1.2.
- The publication Signposts (WVK). For a description, see Appendix 23, item 3.1.
- The publication Temporary Speed Restrictions (TSB), for a description, see Appendix 23, item 3.1.

Information about the railway infrastructure can also be searched or requested at www.spoordata.nl and gebruikswaardeinfo@prorail.nl.

2.3.1 Route sections

An overview of the network configuration, single-track, double-track and multi-track sections distances between nodes (selection) can be found in Appendix 1. For information about the effective track length of arrival, departure, stabling and overtaking tracks: see the Logistics Portal.

2.3.2 Track geometry

The nominal rail gauge throughout the entire railway infrastructure is 1,435 mm, in accordance with EN 13848-1 (minimum 1,430 mm, maximum 1,450 mm).

2.3.3 Stations and nodes

Network nodes and the names of several important stations and nodes in the railway infrastructure can be found in Appendix 1.

2.3.4 Loading gauge

The coding of loading classes in this section complies with NEN-EN 15273.

- Over the entire network, the kinematic loading gauge in accordance with the Register of Infrastructure (RINF) is allowed for railway vehicles including load.
- Railway vehicles with variable/movable load whose static loading gauge complies with G2 and GI1 in accordance with NEN-EN 15273-2:2013+A1:2017 are permitted on all main railway network managed by ProRail.

- Railway vehicles (including load) whose loading gauge does not fit within the loading gauge of the route section to be travelled on or whose load exceeds the static load profile specified in section 2 are designated as Exceptional Transport, see section 3.4.3 and section 4.7.
- The dimensions of railway vehicles including load remain within the Red Measuring Area profile described in Appendix 12.[16]
- Vehicles used on border route sections must also comply with the vehicle gauge requirements of the neighbouring railway network.

For a global overview of the allowed profiles per route section, see Appendix 12.

2.3.5 Axle loads and load per unit of length

The coding of loading classes in this section complies with NEN-EN 15528. The loading class and associated maximum speed specified in the Register of Infrastructure (RINF) is permitted on railways. On large parts of the network, including all route sections that are part of the international corridors (TEN-T), it is possible to run a train with the load classes D2, D3 and D4 and corresponding speed as indicated in the RINF. The following applies:

- The railway vehicle shall not be loaded beyond the highest value permitted for that railway vehicle on a particular section of track, route or line.[17]
- Only under the conditions of a scheme for Exceptional Transport (see section 4.7 and Appendix 13 for freight transport) may the published loading classes and associated speeds in the RINF be deviated from. Insofar as use is made of regular routes, the conditions set out in the Exceptional Transport scheme relate only to compliance with general and local speed limits.
- On parts of the network, a deviating axle load is permitted for train sets and locomotives under specific conditions and compatibility with the route has already been checked. The route sections, railway vehicle types and specific conditions are listed in an annex to the Register of Infrastructure (RINF) and may vary according to the route section and type and deployment of railway vehicles. [18]

If the deviating axle loads result in malfunctions, excessive wear or damage to the infrastructure or if the conditions are not met, ProRail may issue instructions.[19]

2.3.6 Gradient

- The gradient of stabling tracks does not exceed 1:1000.
- The gradient of other tracks shall in principle not exceed 1:200; in the case of steeper gradients, signalling shall help to prevent heavy trains from coming to a standstill on such gradients.

For further information on the slopes on the open track, see also the Register of Infrastructure (RINF).

2.3.7 Speed

The permissible line speed is the highest speed allowed on a route section or a part thereof. The line speed is shown in the Register of Infrastructure (RINF). For freight transport, Appendix 13 gives an impression of the route section speeds. For details, consult the publication Signposts (WVK) as described in Appendix 23 item 3.1.

2.3.8 Train length

- The maximum train length including locomotive is 740m for freight trains and 400m (excluding a tolerance of 1%) for high-speed passenger trains. In international traffic, route-specific length

16 See Section 10(2)(a) Rail Traffic Decree.

17 Section 17(2) Rail Traffic Decree.

18 On the basis of Section 26p(c) Railways Act in conjunction with Section 23 Railway Vehicles Service Regulations 2020 in conjunction with Section 4.2.2.5 and Annex D1 OPE TSI 2019/773 (note 3), a list of route compatible vehicle types whose compatibility has already been checked will be included in the Register of Infrastructure. This list is available under parameter 1.1.1.1.2.4.4 (Document with the procedure(s) for static and dynamic route compatibility checks - List of vehicles for Annex to RINF).

19 Article 16 General Terms and Conditions of the Access Agreement.

restrictions also apply. Information on this can be found in the border route agreements, which can be found at the Logistics Portal.

- The train length shall in all cases be less than the effective length of the departure, overtaking and arrival tracks present at each station for which the train is scheduled according to the timetable. The length of passenger trains shall be attuned to the effective length of the platforms at which the train will stop according to the timetable (Appendix 19). A detailed list of the effective track and platform length per marshalling yard is available for consultation on the Logistics Portal. In case of a planned diversion, the length restrictions according to the timetable for that route apply.
- Based on the restrictions in Germany (Bad Bentheim, Emmerich and Kaldenkirchen), ProRail and DB Netz have determined the following maximum train lengths (including locomotives) for freight trains at the border crossings:
  - Oldenzaal – Bad Bentheim: maximum 590m[20]
  - Zevenaar – Emmerich: limit value 690m
  - Venlo – Kaldenkirchen: limit value 693m

Freight trains to and from Germany which do not use the pre-arranged paths on the freight corridors and which are longer than the above limit values (with a maximum of 740m) can only be used with the consent of DB Netz. ProRail is responsible for the coordination with DB Netz. For further explanation of this process, see sections 4.2.1, 4.2.3, 4.5 and 4.5.1.

2.3.9 Supply of electric tractive power

Provided in Appendix 17 is the following information:

- The route sections fitted out with an overhead line for tractive power supply.
- The overhead line voltage[21] is limited to 4,000 Amps[22] or the applicable limitation in the maximum current per route section.

The voltage changeover gates at transition points to other contact line voltages.

Overhead lines

- The contact wire hangs as specified at 10 degrees Celsius outside temperature at 5.5 metres from the rail. However, deviations may occur in the case of engineering works or exceptions. For example, at higher temperatures, the contact wire may hang lower.
- The distance between the front of the train and the rearmost raised current collector of that same train may not exceed 400m, in connection with the placement of signals at air-gap overlap span.

For further information on the tractive power supply service, see section 5.3.3 and 5.4.1 and Appendix 24. For further information on the EnergieVerzamelapplicatie (EVA, Energy Collection Application) application, see section 5.4.2.

2.3.10 Signalling systems

The main railway infrastructure is fitted with signalling systems, safety and communication system for the safe and controlled handling of train traffic. All route sections and tracks that are designed for speeds >40 km/h are equipped with a signalling system that monitors the relationship between the position of points, track occupation and signalling. Additional safety systems use automatic train control to monitor the maximum speed and correct signal performance.

Regulations for the use of locally controlled route sections are available at the Logistics Portal. User processes for ERTMS infrastructure are also available at the Logistics Portal (for further information, see section 6.2.2). The Register of Infrastructure (RINF) contains information about where the systems ATBEG, ATBNG and ETCS/ERTMS have been applied. Infrastructure is equipped with (light) signals if

[20] This only applies to the Betuweroute; via Breukelen, Utrecht or from Westhaven it is 690m. See also Appendix 22 Standard freight paths

[21] In accordance with NEN-EN 50163 and NEN-EN 50388:2022, values for U_{min1}. ProRail provides an '$U_{mean\ useful\ at\ the\ pantograph}$' of at least 1350V during normal TEV operation (traction power).

[22] In accordance with NEN-EN 50388:2022/table D1, Maximum Allowable Train Current

at least one of the following systems is present: ATBEG, ATBNG or ETCS Level 1. The HSL-Zuid has different signals for ETCS Level 1. Local operation of signals by train personnel is possible at certain locations, via an infrared remote control system. These route sections are stated in Table 2.1 below. The operating instructions (BVS) are available via the Rail Information Portal application of ProRail.

table 2.1 Route sections with local operation

Route section
Enschede – Enschede border
Zevenaar – Winterswijk (Wehl)
Groningen - Leeuwarden (the infrared remote control has been removed at all stations except Leeuwarden)

2.3.11 Traffic control systems

Traffic control support systems are fed with train composition data as entered into the timetable planning systems. The conditions for the use of these systems by railway undertakings will be further agreed (see section 5.1, section 5.3 and section 5.5).

The applications and publications fed with train composition data are listed in the table below and then briefly described. The third column of this table provides a reference for a detailed explanation.

Table 2.2 Traffic control systems

Name	Function	For further information, see
As part of the train path service		
WLIS	Registration of train composition data and the position and load of freight wagons at marshalling yards.	Appendix 23 – 5.1
SpoorWeb	Communication in case of contingencies.	Appendix 23 – 8.1
SpoorViewer	Real-time information on train movements.	Appendix 23 – 9.1
Provision of planning and performance information according to TSI TAF/TAP standard	Provision of planning and performance information on the basis of the TSI TAF/TAP messages.	Appendix 23 – 9.1
As ancillary ICT or information service		
MeekijkVOS (Real-time information on train movements)	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 – 9.2
Train Information System (TIS) (Real-time information on international train movements)	Real-time information on movements of international passenger trains and national and international freight trains.	Appendix 23 – 9.3
Provision of planning and performance information (according to NL standard)	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23 – 9.2
Provision of rolling stock and train positioning service (MTPS)	The provision of real-time data on train positions on the basis of train detection systems.	Appendix 23 – 9.2
RouteLint	Real-time information for the driver on the traffic situation on his route.	Appendix 23 – 3.2
ORBIT	Gives the driver a warning if a stop signal is approached at too high a speed.	Appendix 23 – 3.2
Spoorbezettingsplan	Information on the track occupation of the marshalling yards, as well as the planning for the next 16 hours.	Appendix 23 – 5.3

2.3.12 Communication systems

The railways managed by ProRail are fitted out with GSM-R, an internationally standardised digital radio-communication system. GSM-R is suitable for data communication between ETCS systems and voice communications between driver and traffic control (see the service GSM-R Voice Raily Safety in item 7.1 of Appendix 23), the service GSM-R Port Voice in item 7.2 of Appendix 23 and the service other railway-related GSM-R voice and data communication service in item 7.2 of Appendix 23.

2.3.13 Safety systems

2.3.13.1 Automatic train control systems

The Register of Infrastructure (RINF) can be consulted to find out where each type of train safety system is located. For an overview of the type of automatic train control system per route section see Appendix 14.

The following generic principles apply to the automatic train control systems:

- Railway vehicles shall at all times be compatible with the train detection systems installed on the route sections on which the vehicles are run.
- Without ERTMS communication encryption keys, ETCS-equipped railway vehicles can run under ATBEG on route sections equipped with both ERTMS Level 2 and ATBEG.
- The shunting hump in Kijfhoek is fitted with an automated hump control system. Locomotives used for shunting via this shunting hump shall be equipped with devices for communication with and influence by this automated hump control system (see also section 7.3.5.2.2, items 5.2 and 5.3).
- The ATB automatic train control system (both ATBEG and ATBNG) monitors the instruction to reduce speed to the limit indicated by the signalling system. At selected locations, the ATBEG system has an extra function (ATC-Vv) that provides for braking curve monitoring in the speed range between 0 and 40 km/h. ATC-Vv only works on railway vehicles fitted with the ATC-Vv functionality.

A number of route sections involve transitions between train control systems. To test these transitions, the ProRail ERTMS Integration Lab can be used, see Appendix 23, item 2.1 and the ERA Technical Document.

Section 6.2.2 contains the procedures for requesting and managing communication encryption keys needed to drive on ERTMS-level-2 route sections. In addition, this chapter describes the user processes for running trains using ERTMS.

2.3.13.2 Train detection systems

- Various train detection systems are in use on the railway infrastructure. These systems signal whether or not a section of track is occupied by a train and relay this information to the safety systems. Some of these train detection systems make use of the shorting effect of wheelsets (track circuits), other systems make use of physical phenomena, such as the influencing of a magnetic field (axle counters and detection loops) or rail deflection (pedals).
- Which train detection systems are in use on which route section is stated in Appendix 15. It can also be consulted on the Register of Infrastructure (RINF).
  Information on existing detection systems on specific tracks at marshalling yards and stations is not visible in Appendix 15. This information is available on request (see section 2.1).
- Railway vehicles must always be compatible with the train detection systems on the route sections on which they run; compatibility includes at least shorting and circuit behaviour (train-track). Whether there is sufficient compatibility is determined on a case-by-case basis by the (Environmental and Transport Inspectorate on behalf of the) Minister of Infrastructure and Public Works and laid down in the vehicle licence for the specific railway vehicle. The compatibility requirements connected to the various detection systems are laid down in the Railway Vehicles Service Regulations 2020. These requirements apply to new and renewed railway vehicles and are described per detection system in Section 10 Railway Vehicles Service Regulations 2020 with

reference to Annexes 5, 6 and 7.[23] For non-TSI conform vehicles, the requirements of Annex 10 to Section 15 also apply.

- In case of a combination of GRS track circuits with additional detection systems (axle counters, pulse track circuits (PSSSL), pedals, mass detection loops) it is possible to run railway vehicles that do not meet the requirements with regard to detection quality. This follows from the vehicle licence of the railway vehicle.[24]
- Route sections with only GRS and Tone Frequency track circuits are not necessarily suitable for electric passenger train sets running in monoculture[25]. This is indicated in the restrictions of railway vehicle service licence, with reference to the Technical File for admission.
- The route sections marked in purple and green in Appendix 15, if electrified, are suitable for these electric passenger train sets, regardless of whether monoculture occurs.

2.4 User restrictions

The potential for use of the infrastructure is determined by the characteristics of the railway infrastructure and external factors. Explicitly - but not exclusively - included under external factors are the regulations of environmental permits granted to ProRail pursuant to the Environmental Permit (General Conditions) Act for the use of the railway infrastructure managed by ProRail.

ProRail will, by means of the Network Statement, report restrictions to through traffic under the basic access package, pursuant to Annex II to Directive 2012/34/EU and ensuing from licensing or other public law regulations, the contents of which are not announced in a Netherlands Government Gazette, Bulletin of Acts and Decrees or Treaty Series.

2.4.1 Specialised railway network

Transport restrictions and exclusions
Stated in Appendix 9 are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded.

Rules of procedure
► This appendix also specifies the route sections for which passenger transport must be requested from the OSS of ProRail. The request shall include a risk assessment & valuation[26] and an operational scenario. These documents shall be approved by ProRail at least one month before the performance date. For contact particulars, see section 4.2.4.◄

Fire-safe use of structures
Some parts of the railway infrastructure are qualified as structures. The fire-safe use of structures is subject to government regulations as laid down in the Structures (Living Environment) Decree (Bbl). These regulations apply directly. The fire-safe use of a structure must be reported to the municipality. The municipality can set situation-specific regulations that may deviate from the government regulations in the Structures (Living Environment) Decree.

If the government or situation-specific regulations lay down restrictions or conditions that are of importance to the use of the railway infrastructure by railway undertakings, ProRail will publish those restrictions or conditions in the Network Statement. The underlying documents of the competent

23 See Section 10 Railway Vehicles Service Regulations 2020.
24 See the Railway Vehicles Service Regulation 2020, Annex 6.
25 A monoculture occurs if fewer than 2 railway vehicles with irreproachable detection quality run per hour at track level: VIRM/VIRMm, ICMm, DDZ, E-loc with carriages.
Combinations with other types of train sets and freight trains generally do not provide sufficient guarantee that the detection quality is maintained in deteriorating conditions, such as during the autumn with leaves falling on the tracks.
26 This is a risk assessment & evaluation in the sense of Implementing Regulation 402/2013/EU.

authority will - where available - be published on the Logistics Portal. The restrictions and conditions that apply on entry into the timetable covered by this Network Statement are listed in Appendix 9.

High-speed route sections
The Hoofddorp-Rotterdam Centraal (via the Groene Hart rail tunnel) and Rotterdam Lombardijen – Hazeldonk route sections are designated as route sections of the high-speed rail system as referred to in Annex I to Directive 2016/797. Specific restrictions that apply to the use of these route sections are stated in the Register of Infrastructure (RINF).

Regulation to be agreed upon
► By entering into the Access Agreement, the railway undertaking accepts the obligation to comply with the government and situation-specific regulations for fire-safe use and to refrain from any action that may result in a violation thereof. Furthermore, the railway undertaking accepts that ProRail monitors compliance with these obligations. ◄

2.4.2 Environment-related user regulations and restrictions

2.4.2.1 Environmental permits

General
With the coming into force of the Environment and Planning Act, the existing environmental permits for a marshalling yards were automatically made equivalent to an environmental permit under the Environment and Planning Act. These have become environmental permits for the environmentally harmful activity 'operating a marshalling yard'. Requirements in the existing environmental permits that concern activities that are also subject to a permit requirement under the Environment and Planning Act have remained in place. Regulations in the existing environmental permits that concern activities that require notification under the Environment and Planning Act have been converted into situation-specific regulations.

Section 3.295a of the Living Environment (Activities) Decree (Bal) designates the operation of a marshalling yard as an environmentally harmful activity. This is the so-called core activity. The designation also includes other 'environmentally harmful activities carried out at the same location that functionally support the operation'. Together, these activities are designated as subject to a permit requirement. Where necessary, ProRail will apply for the environmental permit for operating a marshalling yard and the associated functionally supporting environmentally harmful activities.

The environmentally harmful activity 'operating a marshalling yard' in any case includes the activities of shunting and the composition, separation and stabling of trains and railway vehicles, as included in the '*Policy memorandum on through train traffic or permit requirement*' drawn up by ProRail and available for consultation via the Logistics Portal. The starting point is that these activities involving trains and railway vehicles are not considered as through train traffic and are subject to a permit requirement. The reasoning behind this is that a train is considered as through train traffic from the moment it can start travelling to its intended destination. It is also considered as through train traffic if the journey is interrupted only for a short time, unless activities subject to a permit requirement are carried out.

Other environmentally harmful activities may also take place at marshalling yards which do not fall under the activity of operating a marshalling yard or under the associated ancillary activities. Section 3.289 of the Living Environment (Activities) Decree designates the following environmentally harmful activities as separate core activities: maintaining, repairing and cleaning railway vehicles and refuelling railway vehicles. Those designations also include the associated ancillary activities.

Within the Environment and Planning Act regime, the party carrying out the activity is considered primarily responsible for complying with the applicable operational regulations. The party carrying out the activity shall comply with the rules laid down for it and ensure that the people or companies performing work on its behalf complied with the operational regulations. For most other environmentally harmful activities at marshalling yards, ProRail is not the one performing them, which means that ProRail is also not the party to whom the standard applies. By making the notification or

providing data to the competent authority, it becomes clear who is the person who will carry out the activity. That person will be regarded as the party to whom the standard applies from then on.

Given below is a non-exhaustive list of activities that do not fall under the environmentally harmful activity 'operate marshalling yard' and the associated ancillary activities. These include:

- maintaining of railway vehicles;
- repairing of railway vehicles;
- internal and external cleaning of railway vehicles;
- refuelling of railway vehicles (this activity is notified by ProRail because access to and use of refuelling facilities is offered as a Category 2 service in section 7.3.10 of this Network Statement);
- storing of goods;
- removal of graffiti;
- disposal of faeces.

Railway undertakings/marshalling yard users who use or cause to be used the marshalling yards managed by ProRail may only carry out or cause to be carried out environmentally harmful activities if an Environmental Permit has been issued for those activities or if a notification has been made for that purpose and the rules laid down for that activity are complied with. The environmental permits granted to ProRail or the situation-specific regulations imposed by the competent authority, in as far as these contain provisions relating to the use of the railway infrastructure, are considered an integral part of the Network Statement and are available for consultation on the Logistics Portal.

Marshalling yards are sites with tracks located in close proximity to each other that are not intended for through railway traffic and where several users (such as ProRail and railway undertakings) can operate simultaneously and side by side, using the same environmental permit. Each railway undertaking/user is responsible for complying with the environmental permit, the associated regulations as well as the generally applicable rules for activities with environmental consequences, tailor-made regulations and duties of care for everyone in the Netherlands. Every user can be held to account by the competent authority. ProRail has assumed the coordinating task to ensure that the users of the marshalling yards are informed about the rights and obligations stated in the environmental permit, as well as the situation-specific regulations imposed on ProRail as the party to whom the standards apply.

Regulation to be agreed upon

► By entering into the Access Agreement, the railway undertaking commits to comply with the permit regulations and situation-specific regulations imposed on ProRail; failure to do so shall constitute an attributable shortcoming towards ProRail. Further provisions on this can be found in section 2.4.2.2 and in the General Conditions Appendix 5). ◄

When a railway undertaking plans to carry out new or different activities that are subject to a permit requirement on a marshalling yard, ProRail shall be informed of this in advance (at accountmanagement@prorail.nl), so that it can be assessed whether these activities fit within the current environmental permit or whether a (change to the) environmental permit can be applied for. ProRail's permission (and, if necessary, an amended environmental permit) is required prior to the performance of amended activities on a marshalling yard. This also applies to (environmentally harmful) activities at marshalling yards for which ProRail is not the holder, or applicant, of the environmental permit or for which ProRail is not required to make a notification.

Application for or change to an environmental permit

When it is necessary to apply for an (amendment of an) environmental permit, ProRail shall approach the relevant railway undertakings to collect the necessary data.

2.4.2.2 Environmental and safety information

The railway undertaking shall provide the information required and requested by ProRail for the application for, amendment of or compliance with an environmental permit or for the submission of a

notification, within the term set in each case. This information relates to processes and activities that the railway undertaking[27] carries out or intends to carry out.
The information to be provided by the railway undertaking to ProRail is stated in Appendix 8, items 2.1.2 to 2.1.5 and item 2.2. In addition, the railway undertaking shall provide ProRail with the information required to substantiate an opinion, objection or appeal, or a request for an interim measure in respect of a (draft) environmental permit decision or (draft) enforcement decision.

In the context of the provision of information described above, the following is relevant:

- Based on input by the railway undertakings, ProRail shall coordinate environmental studies regarding the activities applied for and draw up reports. The environmental reports, together with the application text, will be discussed with the railway undertakings. Timely coordination with the railway undertakings takes place on submitting the final application, submitting opinions on the basis of the draft decision, and filing a letter of appeal. Copies of the relevant documents are sent to the railway undertakings.
- ProRail has a coordinating role in processes concerning the submitting of opinion documents and letters of appeal and, when so addressed by the competent authority, in actions within the context of supervision and compliance. ProRail needs the above information from the railway undertakings in order to fulfil its role properly.

Management of environmental permits
ProRail assumes that railway undertakings are aware of the provisions of the permits and any situation-specific regulations issued in response to a notification. All current environmental permits (and notifications of environmentally harmful activities), as well as the *Environmental Checklist* and *Points of attention per marshalling yard* are available for consultation on the Logistics Portal or at ProRail. Here, users (parties who are responsible for compliance with the permit regulations) of a marshalling yard will find all the provisions with which they must comply.

The restrictions and obligations laid down in the environmental permit can concern:

- The handling - including the stabling - of wagons with dangerous goods, in particular when loaded in tank wagons and tank containers.
- The implementation of activities and operations that cause a noise nuisance to the surrounding area.
- The measures to prevent so contamination; the stabling of railway vehicles intended for scrapping is treated as the storage of waste substances.
- The provision of data on the activities and operations that are or have been carried out at a marshalling yard. For retrospective data to be provided, see Appendix 8.
- The installation and use of facilities at the marshalling yard.
- A code of conduct for users, including the use of compulsory (protective) equipment, the handling of waste and the reporting of unsafe situations, is included in the *Company Regulations of ProRail*, see section 6.2.11.
- Obligations to report on volume of use, incidents, measures, target regulations, etc.

Exceptional situations
It may occur that ProRail is granted an environmental permit that also has implications for tracks that fall outside the management of ProRail. ProRail will in that case make arrangements with the infrastructure manager of those tracks in order to ensure compliance with the environmental permit.

Another possibility is that tracks and sites that fall under the management of ProRail fall within the scope of application of an environmental permit granted to a party other than ProRail. In that case ProRail will inform the railway undertaking about the conditions of the permit that are relevant to the railway undertaking.

[27] Being a facility as referred to in Section 1.1(1,3) Environmental Management Act in conjunction with Section 1.1(3) Environmental Permit (General Conditions) Act.

2.4.2.3 Noise of trains on route sections and marshalling yards

The Minister of Infrastructure and Water Management sets the permissible noise limits for train traffic. Information on the permitted noise limits is published on the website of the Ministry of Infrastructure and Water Management. ProRail takes measures[28] to ensure compliance with the noise limits, by testing whether the requested capacity remains under the noise limits, see section 4.5.4 point c.If the test shows an exceedance of the noise production ceilings, which cannot be resolved by coordination, the applicable railway infrastructure is declared congested, see section 4.6.

ProRail shall each calendar year submit a compliance report to the Minister of Infrastructure and Water Management regarding compliance with statutory noise limits. ProRail is moreover required under the terms of the Management Concession to prepare a 5-yearly Noise Map for the Minister. To fulfil these obligations, ProRail requires data from railway undertakings on the average realised running and composition of trains during the day, evening and night periods in the calendar year. ProRail will, at the request of the railway undertakings, strive to acquire as much of this data as possible from its own systems. The railway undertakings are responsible for the data.

ProRail also needs the category classification and noise emission data of passenger stock and locomotives as used on route sections and marshalling yards, as defined in the statutory calculation instructions[29]. For freight stock, a distinction is made between quiet and non-quiet freight wagons.

Regulation to be agreed upon

► ProRail requires that every railway undertaking provides an annual statement of the average realised train service and composition during the day, evening and night periods in the calendar year. Further details of this statement are given in Appendix 8. ProRail also requires every railway undertaking to state the categorisation of the passenger stock as defined in the statutory calculation regulations[30]. Further details of this statement are given in Appendix 8. ◄

Regulation to be agreed upon

► ProRail requires all railway undertakings to submit a statement of the noise emission data of their passenger stock and locomotives. Further details of this statement are given in Appendix 8, item 2.2. ◄

2.4.2.4 Soil protection

The operating processes of the railway undertakings entail risks in terms of contamination of the soil and ballast with fuels, coolants, lubricants, etc. Small quantities of these contaminants can, under normal running conditions, leak from trains on the ballast. This risk can be minimised through good and regular maintenance. Moreover, soil and ballast contamination can occur as a result of incidents.

The Soil Protection Act prescribes that ProRail and the railway undertakings take measures aimed at minimising the risk of soil contamination and, in the case that soil contamination nevertheless does occur, that they take all necessary measures to limit the effects thereof. For soil-contaminating activities, a baseline study of the soil shall be carried out at the start of the activity, attuned to the business process and the substances which may be released. An end situation survey shall be carried out upon termination of the same activity. Based on a comparison between the two surveys, it shall be determined whether in the intervening period contamination has occurred which can be related to the operating process in question.

If contamination is ascertained in the ballast or soil of the main railway network, ProRail shall conduct a survey to determine the current or past cause. In case of indications that the contamination has been caused by a railway undertaking, the latter will be notified immediately. ProRail will also involve the railway undertaking in the survey. Pursuant to the provisions of the Soil Protection Act, ProRail will notify the competent authority of the soil contamination. The appropriate remediation measures will be based on the instructions of the competent authority. The costs of the ballast and/or soil survey, as well as any required remediation, will be recovered from the railway undertaking if it indeed appears to have been the party causing the contamination.

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28 Sections 3.44 and 3.45 of the Living Environment (Quality) Decree.

29 Environmental regulation, Appendix IVf

30 Environmental regulation, Appendix IVf

If the railway undertaking detects leakage from railway vehicles into the soil or ballast, this shall be reported to ProRail without delay so that the necessary actions can be initiated. In addition, the railway undertaking itself shall take all possible measures to minimise pollution and environmental damage.

Railway vehicle tanks containing diesel or gas oil involve a raised risk of soil contamination. The same applies to other forms of transhipment of hazardous liquids. Locomotives may only be refuelled at the designated refuelling facilities, above the soil protection facilities stated in Appendix 21.

Refuelling outside one of the refuelling facilities stated in Appendix 21 is permitted only in exceptional cases. These cases are described in item 5.5 of the table Refuelling Facilities in section 7.3.10.2. In these cases, too, requirements apply with regard to soil protection and sealing facilities.

Regulation to be agreed upon

- ProRail wishes to lay down the agreements with regard to soil protection (occurrence of signalled ballast contamination or refuelling, respectively) in the Access Agreement via the General Terms and Conditions (see Appendix 5) and item 5.5 of the Refuelling Facilities table in section 7.3.10.2. ◄

2.4.3 Restrictions due to dangerous goods

General

The Carriage of Dangerous Goods Act, the Decree on the Carriage of Dangerous Goods Regulations and the Regulation for the carriage of dangerous goods by rail and thus the Regulations concerning the international carriage of dangerous goods by rail (RID) apply to the transport of dangerous goods by rail. According to the RID, dangerous goods are substances which, due to their intrinsic properties or the circumstances under which they occur, can cause danger, damage or serious nuisance to people, animals or the environment. They are classified into hazard classes on the basis of these intrinsic properties or the circumstances under which they occur.

In case of an incident, not all dangerous goods are equally hazardous to the environment. Therefore, in transport legislation and environmental permits, a distinction is made between dangerous goods that are relevant to external safety - with a large impact on the environment - and dangerous goods that are not relevant to external safety.[31]

Acording to the regulations, the risk analyses and reports only concern bulk transport in loaded wagons, although a number of competent authorities have a different insight.

At a number of marshalling yards where an environmental permit is in force for activities with freight trains, activities are also permitted with wagons loaded with dangerous goods relevant to external safety. The competent authority has included rules in the permits for activities involving these substances. The rules usually concern the permitted external safety risk, the available (extinguishing) facilities and reporting obligations. There are local differences as to which substances are permitted and which rules are set. Users shall carry out their activities in accordance with the rules laid down in the environmental permit as well as the prevailing legislation and regulations. In addition to the rules in the permits (see section 2.4.2.1), in some cases restrictions on use may apply as a result of enforcement by the competent authority.

Handling of wagons with dangerous goods at marshalling yards

The marshalling yards below are equipped for the handling and stabling of wagons with dangerous goods.

table 2.3 Marshalling yards equipped for the handling and stabling of wagons with dangerous goods

Marshalling yard		
Amersfoort Goederen	Hengelo	Rotterdam Pernis
Amsterdam Houtrakpolder	Kijfhoek	Rotterdam Waalhaven Zuid

[31] See table 9-2 of the Transport Risk Analysis Manual (HART).

Amsterdam Westhaven	Lage Zwaluwe	Sas van Gent
Axel Aansluiting	Moerdijk	Sittard
Blerick	Onnen	Sloe
Delfzijl Oosterhorn	Roosendaal*	Terneuzen Zuidzijde
Deventer Goederen*	Rotterdam Botlek	Valburg CUP
Dordrecht*	Rotterdam Europoort	Venlo
Eindhoven*	Rotterdam Maasvlakte-West	Venlo TPN
Emmen**	Rotterdam Maasvlakte-West-west	

* Only the turning back with wagons loaded with dangerous goods is permitted. Other (shunting) operations with dangerous goods are not permitted.
** Only operations with category C3 (maximum 500 wagons p/y) are allowed.

The available marshalling yards are selected to accommodate shunting processes near the start or end point of rail transport flows to/from potential shippers/recipients/processes of dangerous goods, as well as the necessary in transit shunting processes (locomotive exchange/direction change/stabling). For the purpose of the timetable, the Logistics Portal publishes the '*Environmental Checklist*' and, at marshalling yard level, the '*Points of attention for the environment permit*' documents. The '*Environmental Checklist*' includes all the marshalling yards where, to date, shunting with dangerous goods relevant to external safety is permitted by law. The documents '*Points of attention for the environment permit*' outline the contents of the environmental permit for each marshalling yard. ProRail will handle requests from titleholders for the designation of other/supplementary marshalling yards in accordance with the procedures as described in section 2.6.1.

The handling of trains with dangerous goods at marshalling yards is subject to environmental permits. Section 2.4.2.1 discusses the application procedure for an environmental permit pursuant to the Environmental Law (General Conditions) Act.

Rules of procedure

► If railway undertakings collectively apply for more capacity than is locally permitted, ProRail may, as part of the integral capacity management, opt to subject the capacity allocation to an individual applicant to specific restrictive conditions and regulations, in such a manner as to ensure that the total allocated capacity complies with the permit conditions. ◄

In order to comply with statutory obligations regarding external safety at marshalling yards, ProRail requires railway undertakings to provide supplements and corrections to the data collected by ProRail. Further details of this procedure are given in Appendix 8.

Carriage of dangerous goods

Route sections on which the carriage of wagons containing dangerous goods is excluded or restricted due to local environmental risks are listed in Appendix 9.

The periodic report on external safety is further described in Appendix 8.

2.4.4 User regulations and restrictions for railway tunnels

User regulations

Railway tunnels are generally fitted with specific safety and evacuation facilities. These facilities and the accompanying emergency plans help persons to escape to safety in case of an emergency. The following tunnels are suitably equipped:

- Hemspoortunnel (Amsterdam Sloterdijk – Zaandam)
- Velserspoortunnel (Santpoort Noord – Beverwijk)
- Schipholspoortunnel (Hoofddorp – Amsterdam Riekerpolder Aansluiting)
- Spoortunnel Rijswijk (Den Haag Moerwijk – Delft)
- Willemsspoortunnel (Rotterdam Centraal – Rotterdam Zuid)
- Overkapping Barendrecht (Rotterdam Lombardijen – Zwijndrecht)
- Dive-Under Barendrecht (Rotterdam-Barendrecht)
- Botlekspoortunnel (Botlek - Pernis)
- Sophiatunnel (Kijfhoek Zuid - Papendrecht)

- Giessentunnel (Giessendam - Gorinchem)
- Pannerdensch Kanaal spoortunnel (Valburg - Duiven)
- Spoortunnel Zevenaar (Duiven – Zevenaar)[32]
- Spoortunnel Best (Boxtel – Eindhoven Strijp-S)
- Groene Hart spoortunnel (Hoofddorp – Rotterdam)
- Spoortunnel Rotterdam-Noord (Hoofdddorp – Rotterdam)
- Oude Maas spoortunnel (Rotterdam – Hazeldonk)
- Dordtsche Kil spoortunnel (Rotterdam – Hazeldonk)
- Drontermeerspoortunnel (Dronten – Kampen Zuid)
- Spoortunnel Nijverdal (Raalte - Wierden)
- Spoortunnel Delft (Rijswijk – Delft Campus)

Further information on safety in railway tunnels, including the above-mentioned emergency plans, can be found on the Logistics Portal.

User restrictions
Specific tunnel related traffic & transport restrictions are stated in Appendix 9.

2.4.5 User regulations and restrictions for railway bridges and other structural works

Railway bridges that are opened according to a fixed timetable or on call ('request scheme') to enable the passage of shipping are shown in Appendix 18. The opening times of railway bridges subject to a fixed timetable are laid down in the 2025 timetable determined by the Minister of Infrastructure and Water Management[33] and subsequently published on the Waterway Information website. *User Instructions GVS00094* apply to all structural works (see the Logistics Portal). This includes speed limits.

2.4.6 User restrictions due to platform safety

ProRail manages the transfer facilities at stations, including platforms. Due to the limited capacity of a platform in combination with expected passenger numbers, high risk situations can arise. The degree of risks associated with current use of platforms is mapped out using the *Platform Safety Risk Model* (see the Logistics Portal). Based on the initial results of the risk model, ProRail has drawn up a list of points for attention with regard to the timetable design. This list, '*Transfer issues in timetable design*', is included as an appendix in the '*Start document preparation 2025 timetable*' and in the '*Start document 2025 timetable*' (see Logistics Portal). Changes to the timetable that have a significant impact on platform safety are tested against this. If the results show that there are real risks with regard to platform safety, this may lead to user restrictions.

With a view to transfer risks and for the management and development of the railway infrastructure in relation to capacity requests, ProRail takes ad hoc measurements of the transfer load at a number of stations with (potential) capacity bottlenecks. These measurements provide insight in the use of the existing local transfer capacity. In addition, ProRail makes agreements with railway undertakings in the Access Agreement about the provision of transport data by railway undertakings (see Appendix 8, items 2.1.6 and 2.1.7).

2.4.7 User restrictions due to shortened braking distances

In the 2025 timetable, user restrictions due to shortened braking distances will apply at the following locations:
- 's-Hertogenbosch marshalling yard
- Track GF/142 of Warffum station, direction Groningen
- Track 422 of Loppersum station

[32] This is the rail tunnel that is part of the Betuweroute.
[33] Section 25 Railways Infrastructure Decree.

- Track 501b and track 503b (towards track OH) of Oldenzaal station

At these locations, the signalling is based on a minimum braking distance of 300 metres at 5‰ downhill gradient at 40 km/h. This is based on a minimum braking percentage of 54%. The railway undertaking shall ensure that:
- its train drivers using 's-Hertogenbosch marshalling yard are familiar with the changed situation on site;
- its trains at the 's-Hertogenbosch marshalling yard have a braking percentage of (at least) 54%. In case a train has a lower braking percentage than 54%, the maximum speeds as included in the letter from the Transport Inspectorate dated 20 January 2020 with reference ILT 2020/3792 apply:

Brake position G

Brake%	53	52	51	50	49	48	47	46	45
Speed [km/h]	35	35	35	30	30	30	30	25	20

Brake position P, also with long locomotive, train length up to 500m

Brake%	53	52	51	50	49	48	47	46	45
Speed [km/h]	40	40	40	40	40	40	40	40	40

Brake position P, also with long locomotive, train length up to 600m

Brake%	53	52	51	50	49	48	47	46	45
Speed [km/h]	40	40	40	40	40	40	40	40	40

Brake position P, also with long locomotive, train length up to 700m

Brake%	53	52	51	50	49	48	47	46	45
Speed [km/h]	40	40	35	35	35	35	35	35	35

In addition to the above user restrictions, the following user restrictions apply to marshalling yards in the 2023 timetable in respect of braking distances at speeds at 40 km/h and below:

- Westhaven marshalling yard for passenger rolling stock

At this yard, signalling i based on the following minimum braking distances at the specified maximum speed and gradient:

Maximum speed	Minimum braking distance	gradient
40 km/h	260m	0 ‰
35 km/h	218m	0 ‰
30 km/h	178m	0 ‰
25 km/h	139m	0 ‰
20 km/h	103m	0 ‰
< 20 km/h	100m	0 ‰

This is based on a minimum braking percentage of 54%. The railway undertaking shall ensure that:
- its train drivers using 's-Hertogenbosch marshalling yard are familiar with the changed situation on site.
- Its trains at this marshalling yard have a braking percentage of (at least) 54%.

2.4.8 User restrictions within the context of one-man operation

On various route sections, the passenger train service is run by means of one-man operation. This means that the driver is responsible for the departure order. On these route sections, departure

signals on the platform are not necessary for the safe and punctual operation of the train service. ProRail specifically designates these route sections for one-man operation and no departure signals are installed during modification or newbuild work. The route sections designated for one-man operation are shown on the map in Appendix 16. The absence of departure signals does not imply that a chief conductor no longer needs to be present on the train in case of passenger transport.

2.4.9 Local user restrictions from the application of the safety management system

Under ProRail's statutory safety management system, local user restrictions may apply to ensure safety on the railway infrastructure. ProRail has included these user restrictions in the '*Local particulars Donna*' (see the Logistics Portal and section 4.5.4).

2.5 Availability and safety of the railway infrastructure railway infrastructure

This section describes the availability of the railway infrastructure managed by ProRail.

Availability
Availability concerns the level of availability of the track for train services. Availability is reduced by planned (i.e. maintenance works) and unplanned (i.e. due to disruptions) TCRs. The planned TCRs are required for the proper performance of maintenance, repair and management works (including the necessary testing of infrastructure systems and safety organisation drills) as well as newbuild or conversion works on or near the main railway network. For this reason, rail sections often have to be closed to traffic. See section 4.3 for the procedures applicable to capacity allocation for planned works on or near the main railway network. For the conversion process and an overview of infrastructural (study) projects, see section 2.6 and Appendix 10.

Weather conditions can impact on the reliability and availability of the railway infrastructure. Seasonal measures per facet of weather conditions (temperature, wind force, precipitation, et cetera) can be accessed via the ICDOC incidents and contingencies site of the OCCR (see also section 6.3.2 and Appendix 23, item 8.3).

Safety
ProRail maintains strict procedures with regard to controlling the safety of train traffic during operations by traffic control and other management tasks so that ProRail can provide safe routes to railway undertakings.

In case of development of rail traffic and/or changes in (the use of) infrastructure, any increasing risks in rail traffic shall be compensated by mitigating measures in the form of infrastructure measures, where necessary combined with logistical measures. In doing so, ProRail follows the following developments:

- Pattern-based expansion of frequencies in passenger transport (also in off-peak hours).
- Structural changes to the time slot of a passenger train (series).
- Taking into use of new stops.
- Structural changes to stops (short stop instead of arrival/departure or vice versa).
- Structural new or diverted freight trains.
- Structural changes in track use

ProRail strives, where necessary in consultation with railway undertakings, to eliminate avoidable risks in the use of the railway infrastructure (including the use of level crossings). ProRail screens off main railways including marshalling yards on the basis of a site-specific risk analysis so that they cannot be accidentally or unintentionally accessed by third parties.

ProRail monitors the safety of level crossings in order to gather information to be able to respond to developments in train traffic and intersecting traffic. The aim is also to prevent a deterioration in the safety situation. During the development of intersecting traffic, ProRail, in consultation with the (road) manager involved, seeks infrastructural measures to prevent or reverse a worsening of the safety situation.

With a view to improving the safety level, ProRail also closely analyses all safety incident reports and their handling.

ProRail's safety ambitions are in line with the Policy Agenda for Railway Safety 2020-2025 and the Letter to Parliament on railway safety.[34]

ProRail controls the specific environmental risks attached to the transport of dangerous goods by maintaining an operational organisation that can respond effectively to incidents involving dangerous goods. In as far as ProRail is obliged by public authorities to take measures to control the risks attached to the transport or handling of shipments of dangerous goods (e.g., volume control), ProRail will perform such measures.

2.6 Infrastructure development

2.6.1 Process of conversions

The railway infrastructure and supplementary facilities are constantly under development, also to meet the needs of railway undertakings and other titleholders. This development leads to conversions, whereby the railway infrastructure and supplementary facilities may be expanded, adjusted or cancelled.

Conversions can be initiated in various manners.

- The capacity allocation process for train paths (see section 4.6 and Appendix 10 item 3) may lead to a congestion statement. Such a capacity bottleneck may be of an infrastructural nature or result from the provisions of the applicable environmental rules and regulations. This includes infrastructure that is expected to have insufficient capacity in the near future. ProRail will by means of a capacity analysis and capacity enhancement plan determine possible measures aimed at increasing the capacity, including a schedule for the performance of such measures.[35] Possible measures are process adjustment, infrastructural measures or environmental measures. The capacity enhancement plan is drawn up in consultation with the users of the congested railway infrastructure. ProRail uses a multi-criteria analysis (MCA) to determine and prioritise the most cost-effective measures.
- Railway undertakings may in terms of their activities and business operations (e.g., the running of trains, stabling, cleaning, inspection, loading and unloading) experience a need to change the existing service package in terms of railway infrastructure or facilities. This need can be expressed via accountmanagement@prorail.nl, after which ProRail can offer a suitable solution in consultation with the client. If the solution is not available within the current service package, a tailor-made solution may be developed in consultation with the client. A request for a conversion at marshalling yards may imply that an application for or an amendment of the environmental permit is required. ProRail determines how such a request is met, and who must pay the costs of this conversion.
- Changing legislation and regulations, consolidation requests and product policy can lead to the development of railway infrastructure and supplementary facilities.
- Changes can also be initiated from the medium-term process (MLT process). The objective of the MLT process is to make agreements within the rail sector with regard to logistics product steps. To this end, all logistics product steps are bundled for two to seven years in advance. For more information on this process, see the Logistics Portal and section 4.5.0.2.

[34] For the latest information, see the Letter to Parliament on railway safety developments dated 16 June 2020 from the Ministry of Infrastructure and Water Management, reference IENW/BSK-2020/86254.

[35] See Section 7(2) Railways Capacity Allocation Decree.

External developments
Usability of the railway infrastructure is also partly determined by conditions beyond the realm of ProRail's responsibilities. ProRail has in this Network Statement incorporated the latest conditions applicable at the time of going to press.

If new external developments occur within the validity period of this Network Statement that affect the possibilities for use of the railway infrastructure, ProRail will consult with the railway undertakings concerned on how to deal with these developments.

2.6.2 Planning schedule of conversions

ProRail executes projects to modify the functionality of the railway infrastructure. The following are stated in Appendix 10:

1) An overview of conversions that are expected to become available for use in the medium and long term. This list indicates changes relating to both the scale and functionality of the network. Information on the list is subject to change. The overview of commissioning dates for infrastructure projects is updated at least once a year. The most recent version is available on the Logistics Portal. Publication of an updated version is not regarded as a supplement to the Network Statement as referred to in section 1.5.2 of the Network Statement.
2) A list of studies by ProRail into infrastructural changes that are necessary to accommodate traffic development in the medium and long term.
3) An overview of the manner of performance of earlier capacity-enhancement plans in line with Section 7(2) Railways Capacity Allocation Decree.

3 Access conditions

3.1 Introduction

This chapter describes the conditions for access to and use of the main railway network managed by ProRail.

3.2 Access requirements

3.2.1 Requirements to request capacity

The following categories of (legal) persons may request capacity from ProRail and are entitled to enter into an access agreement with ProRail:

- Railway undertakings in possession of an operating licence.
- Undertakings that have requested an operating licence.
- Parties granting concessions for public transport by train.
- Each natural person or legal entity that can demonstrate to ProRail that it has a commercial interest in the acquisition of capacity for the transport of passengers or goods by rail.[36]

As a result of the TSI TAP[37] and the TSI TAF[38], a titleholder (for passenger and freight transport, respectively) that requests capacity for international trains requires a Company Code or an RICS code (Railway Interchange Coding System). A titleholder that requests capacity for national trains via the service 'Submit capacity requests according to TSI TAF/TAP standard', see Appendix 23, item 4.1, must also be in possession of a Company Code. In the case of an application for an international train path, the transferee must be known in the neighbouring country.

Titleholders who are not railway undertakings can only enter into a limited access agreement and do not have access to the main railway network. A limited Access Agreement with a titleholder that is not a railway undertaking is referred to in this Network Statement as a Capacity Agreement.[39]

It is prohibited for titleholders to trade and/or transfer capacity. Violation of this prohibition leads to the exclusion of further allocation of capacity.[40] Where a railway undertaking uses the capacity requested by a titleholder which is not itself a railway undertaking, this shall not be regarded as a transfer and there shall be no breach of the prohibition.

3.2.2 Requirements for access to the railway infrastructure

As defined in the Railways Act, railway undertakings have access to the main railway network and can thus participate in train traffic when they:

- hold a valid operating licence or comparable document;
- hold a valid safety certificate;

36 Section 57 Railways Act.

37 Commission Regulation (EU) No 454/2011 of 5 May 2011 on the technical specification for interoperability relating to the subsystem telematics applications for passenger services of the trans-European rail system, *OJEU* 2011 L 123.

38 Commission Regulation (EU) No 1305/2014 of 11 December 2014 on the technical specification for interoperability relating to the telematics applications for freight subsystem of the rail system in the European Union and repealing the Regulation (EC) No 62/2006, *OJEU* 2014 L 356.

39 Section 27(1,2) Railways Act.

40 Section 57(3) Railways Act. The ACM supervises the prohibition and enforcement thereof under Sections 70(2) and 71(1) Railway Act. If a titleholder or the infrastructure manager suspects that capacity is being traded, it may submit a request for enforcement or complaint to the ACM.

- are insured against risks related to statutory liability;
- have concluded an Access Agreement with ProRail.[41]

This is subject to the condition that the intended traffic participation is permitted by the operating licence described above, the safety certificate and the insurance. ProRail stresses that the provision of rail transport services is subject to statutory provisions, as summarised in Appendix 7.

In particular, ProRail refers to its obligation no later than 18 months before the start of the period of validity of the timetable to notify ProRail (via accountmanagement@prorail.nl) and the ACM of its intention to apply for capacity in the 2025 timetable with a view to operating a passenger transport service that is not part of a concession as referred to in Section 20(1) or (4) Passenger Transport Act 2000.[42] For more information, see the ProRail website.

The contact particulars of the ACM are:

organisation:	ACM, Consumer & Market Authority
postal address:	PO Box 16326 2500 BH The Hague
office address:	Muzenstraat 41 2511 WB The Hague
telephone:	+31 (0) 70 72 22 000
fax:	+31 (0) 70 72 22 355
website:	www.acm.nl

Autoriteit Consument & Markt

3.2.3 Operating licences

An operating licence is prescribed for access to the main railway network.[43] Operating licences for undertakings established in the Netherlands are issued by the Human Environment and Transport Inspectorate (ILT).

Information on the various types of operating licences with the accompanying requirements is contained in Appendix 7. The contact particulars of the ILT are:

organisation:	Environmental Health and Transport Inspectorate Rail and Road Transport
postal address:	PO Box 16191 2500 BD The Hague
office address:	Graadt van Roggenweg 500 3531 AH Utrecht
telephone:	+31 (0) 88 489 0000
website:	www.ilent.nl

Inspectie Leefomgeving en Transport
Ministerie van Infrastructuur en Waterstaat

3.2.4 Safety certificates

A safety certificate is prescribed for access to and use of the main railway network.[44] Safety certificates are issued by the ILT.

Railway undertakings as well as prospective railway undertakings preparing to obtain a safety certificate can (see the ProRail website) obtain access to the Logistics Portal on request. On the Logistics Portal, ProRail makes available information on the route(s) it wishes to operate, in

41 Section 27(2) Railways Act.
42 Section 57(4,5) Railways Act.
43 Section 27(2)(a) Railways Act.
44 Section 27(2)(b) Railways Act.

accordance with the provisions of the technical specifications for Interoperability of the train traffic operation and management subsystem.[45]

3.2.5 Insurance

A railway undertaking that makes use of the main railway network shall be insured against the financial risks arising from statutory liability.[46] The minimum cover is € 10,000,000 per event.[47] Undertakings that exclusively use the main railway network for exchange or station facilities in a marshalling yard, or that solely run on decommissioned tracks in order to carry out work on those tracks are subject to a lower minimum cover requirement, namely of € 2,500,000 per event.[48]

3.3 Contractual agreements

In civil law terms, this Network Statement is an offer by ProRail to titleholders for access to and use of the railway network managed by ProRail and the accompanying services provided by ProRail. On grounds of specific legal regulations[49] and non-discriminatory considerations, not all parts of this offer are open to individual negotiation. The ProRail Company Regulations always apply to the access by (personnel of) railway undertakings and their auxiliary persons to buildings and sites of ProRail[50].

3.3.1 Framework agreements

ProRail does not offer framework agreements.

3.3.2 Access Agreements with railway undertakings

An Access Agreement is one of the requirements for access to the main railway network and is concluded between a railway undertaking and ProRail. An Access Agreement shall comply with the conditions set out in Section 59 Railways Act and shall in any case contain provisions on the quality of the main railway network to be offered by the infrastructure manager and the applicable charge. For the model text of and Access Agreement and corresponding General Terms & Conditions, refer to the ProRail website and Appendix 5.

Conclusion of the agreement
ProRail will on request inform titleholders about the information and documents to be submitted prior to the signing of the agreement. Titleholders who wish to conclude an Access Agreement are invited to contact ProRail (for contact particulars: see section 1.6) from the time that the request for a safety certificate is submitted to the ILT.

Titleholders who wish to conclude their first Access Agreement as railway undertaking must take into account that due to administrative preparations, a term of one week applies between the signing of the agreement and the first use of the main railway network.

3.3.3 Access Agreements with titleholders not being railway undertakings

The Access Agreement between ProRail and a titleholder, which is not a railway undertaking, is referred to in the Network Statement as a Capacity Agreement. The Capacity Agreement only concerns the allocation and reservation of capacity, but does not give any right to access or use of the main railway network, also not for stabling. The reservation lapses if the titleholder fails to inform

45 TSI OPE 2019/773.
46 Section 55 Railways Act.
47 Section 7 Operating Licence and Safety Certificate (Main Railways) Decree.
48 Section 8(3) Operating Licence and Safety Certificate (Main Railways) Decree.
49 Sections 59 and 62 Railways Act.
50 Guideline: rules of conduct at marshalling yards / RLN00300, to be consulted on the ProRail website.

ProRail within 30 days of the traffic date of the identity of the railway undertaking that will provide the train service on behalf of the titleholder.

General Terms & Conditions
For the model text of a capacity agreement with the associated General Terms & Conditions, refer is made to the ProRail website and Appendix 5.

3.3.4 General Terms & Conditions

ProRail wishes to agree the General Terms & Conditions in the Access Agreements. The General Terms & Conditions describe the administrative, technical and financial arrangements that apply to the use of the main railway network managed by ProRail and the services offered. Regulations of the CUI[51], which by operation of law apply only to the use of the main railway network in international train traffic, have been included in the General Terms & Conditions, or are by way of the General Terms & Conditions declared to apply mutatis mutandis to the use of main railway network for domestic transport and for other use of the railways to which the regulations of the CUI do not legally apply. The Access Agreement and the General Terms & Conditions have been drawn up in accordance with the European General Terms & Conditions as agreed between CIT[52] and RailNetEurope. The European General Terms & Conditions are available for consultation on the ProRail website or on the website of RailNetEurope.

Regulation to be agreed upon
► These General Terms & Conditions are applicable to Access Agreements. ProRail offers the following possibilities for deviation from the General Terms & Conditions:

- The maximum amount of compensation payable to the railway undertaking under Article 18 General Terms & Conditions is € 100,000,000 or € 200,000,000 per loss event as referred to in the General Terms & Conditions, except in case of intent and/or deliberate recklessness; and the maximum amount of compensation payable to the infrastructure manager under Article 19 General Terms & Conditions is €100,000,000 or € 200,000,000, except in case of intent and/or deliberate recklessness.
- In deviation of Article 18 and Article Article 19 of the General Terms & Conditions, the stated threshold amount for claims for compensation is set at € 10,000 or € 20,000 per loss event.◄

3.4 Specific access requirements

3.4.1 Railway vehicle acceptance requirements

Vehicle licences
The operation of a railway vehicle on the main railway network requires a vehicle licence and the vehicle must be registered in the vehicle register.[53] The ILT, on behalf of the Minister of Infrastructure and Public Works, can issue a temporary user licence for the performance of test runs with railway vehicles on the main railway network.[54] Licences are granted via the European Railway Agency (ERA) or the ILT. The manner in which the ILT involves ProRail in this is laid down in a policy rule.[55]

The admission of railway vehicles is subject to the requirements of the Technical Specifications for Interoperability (TSI) and the Railway Vehicles Service Regulation 2020 (Ris). Information about the main railway network can be found in the Register of Infrastructure (RINF). Additional information on the main railway network may be required for testing and assessment of requirements. In accordance

51 Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic, Annex E to the COTIF.
52 Sector association of transport operators.
53 Section 26q Railways Act. The European register for approved vehicle types is ERATV (see Appendix 23, item 11.2)
54 Section 26r Railways Act.
55 Policy rule on the role of the infrastructure manager in the admission of vehicles under the Railways Act.

with the policy rule[56], ProRail may also be asked for an opinion. Questions about this can addressed to inzet.spoorvoertuigen@prorail.nl. For the specific admission requirements applicable to hump locomotives on the Kijfhoek shunting hump, see items 5.2 and 5.3 of the table in section 7.3.5.2.2.

Operation and maintenance of railway vehicles
As soon as a railway vehicle is commissioned by a railway undertaking, said undertaking is responsible for operation and maintenance of the railway vehicle in accordance with the applicable statutory and essential requirements[57].[58]

Railway vehicles data
ProRail requires data from railway undertakings on new and modified railway vehicles, as referred to in section 3.4.6 in combination with Appendix 8 (item 2.2) and section 2.5 in combination with section 6.2.9 (under point 3). The Logistics Portal includes a format with a specification of the information to be provided (*Format for providing rolling stock characteristics*). The completed format must be sent to accountmanagement@prorail.nl.

The railway undertaking is responsible for ensuring that the data relating to the new or modified railway vehicle has been submitted prior to being taken into use. It is possible that the data is already provided by the vehicle supplier during the admissions process.

Braking tables
Based on Article 4.2.2.6.2 of the OPE TSI, ProRail will make available the braking tables already in use. These braking tables (and the associated regulations) have been removed from the Rail Traffic Regulations with effect from 1 April 2020.[59]

Braking table	**1**				**2**				
	1.1[1)]	**1.2[2)]**	**1.3[3)]**	**1.4[4)]**	**2.1[1)]**	**2.2[2)]**	**2.3[3)]**	**2.4[4)]**	**Speed in km/h:**
Braking percentage in %	30	30	30	30	39	39	39	39	30
	30	30	30	30	46	46	46	46	35
	30	30	30	30	54	54	54	54	40
	30	30	30	30	54	54	54	54	45
	30	30	30	30	54	54	54	54	50
	36	36	36	36	54	54	54	54	55
	46	46	46	46	56	56	56	56	60
	46	46	46	46	56	56	56	56	65
	46	46	46	46	56	56	56	56	70
	46	46	46	46	56	56	56	56	75
	54	54	54	54	65	65	65	65	80
	54	54	54	54	65	69	72	72	85
	55	55	55	55	65	69	72	72	90

56 Policy rule on the role of the infrastructure manager in the admission of vehicles under the Railways Act.
57 The essential requirements are defined in Annex III to Directive 2016/797/EU.
58 Section 26c(1) and Section 26k(6) Railways Act.
59 See Government Gazette 2020, 14353.

Braking table	1				2				
	1.1[1)]	**1.2[2)]**	**1.3[3)]**	**1.4[4)]**	**2.1[1)]**	**2.2[2)]**	**2.3[3)]**	**2.4[4)]**	**Speed in km/h:**
	56	59	62	63	69	73	76	76	95
	65	69	72	–	75	79	83	–	100
	69	73	76	–	–	–	–	–	105
	76	80	84	–	–	–	–	–	110
	83	88	92	–	–	–	–	–	115
	91	96	100	–	–	–	–	–	120
	102	–	–	–	–	–	–	–	125
	113	–	–	–	–	–	–	–	130
	113	–	–	–	–	–	–	–	135
	119	–	–	–	–	–	–	–	140
	129	–	–	–	–	–	–	–	145
	139	–	–	–	–	–	–	–	150
	149	–	–	–	–	–	–	–	155
	160	–	–	–	–	–	–	–	160

Reading guide

- Braking table 1 (subdivided into columns 1.1 to 1.4) applies to all route sections except those mentioned in braking table 2.
- Braking table 2 (subdivided into columns 2.1 to 2.4) applies to the route sections Nuth – Haanrade and Heerlen – Schin op Geul.

Notes

1) Applies to all trains with the exception of those mentioned under 2, 3 and 4.
2) Applies to freight trains with the brake in position P and a train length, excluding the leading traction units, of > 500m and ≤ 600m.
3) Applies to freight trains with the brake in position P and a train length, excluding the leading traction units, of > 600m and ≤ 700m.
4) Applies to freight trains with the brake in position G, irrespective of train length.

In the application of this braking table, the rules and calculation methods set out in Sections 9 to 22 and Annex 3 of the Rail Traffic Regulations as in force on 31 March 2020 shall apply.[60]

Use of railway vehicles

The railway undertaking shall check whether a vehicle is licensed, whether the vehicle is registered in the vehicle register, whether the railway vehicle is compatible with the main railway network to be operated on and whether the railway vehicle is correctly integrated in the composition in which it is intended to operate by means of the Register of Infrastructure (RINF) and the safety management system.[61] For more information on the compatibility requirements related to train detection systems, see section 2.3.13.2.

60 See https://wetten.overheid.nl/BWBR0017707/2019-10-01.
61 Section 26p Railways Act in conjunction with Section 23 Railway Vehicles Service Regulations 2020.

Use of ATB-Vv
Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees that all trains intended for structural deployment on route sections and marshalling yards with ATBEG, are fitted with ATB-Vv. In those cases that a train not fitted with ATB-Vv is deployed on route sections and marshalling yards with ATB, the railway undertaking will analyse the associated risks and take the necessary risk mitigation measures. This analysis will be carried out in accordance with Implementing Regulation (EU) no. 402/2013 on the adoption of a common safety method on risk evaluation and assessment. Moreover, the parties will make additional arrangements regarding the exchange of (safety) information as referred to in Article 4 of Regulation (EC) no. 1078/2012.

Use of ERTMS
When railway undertakings (but also suppliers of ERTMS rolling stock and ERTMS on-board equipment) want to use the ProRail ERTMS Integration Lab (PREI, see Appendix 23, item 2.1) for ESC checks within the context of rolling stock approval, they shall first contact inzet.spoorvoertuigen@prorail.nl before requesting access to the lab.

Controlling the quality of railway vehicles
Insofar as not agreed otherwise in the Access Agreement, the railway undertaking guarantees when running own railway vehicles (lease/purchase/long-term rental) the demonstrable use of measurement data regarding the quality of the running surface of wheels, to the extent that those railway vehicles are used on sections of track where WILD measurement points are located (WILD is the successor to Quo Vadis. For more information on WILD, see section 7.3.7.1 and Appendix 23 item 11.2).

3.4.2 Requirements with regard to operations and personnel

The railway undertaking will ensure that the personnel and (auxiliary) persons deployed under its responsibility in the sense of the Railways Act, have received sufficient instructions concerning the safety aspects and the proper execution of operating processes.[62] During management and maintenance, ProRail ensures that the existing railway network and facilities, including stabling yards and marshalling yards, can be used safely.

ProRail will also provide the railway undertaking with easily accessible information on the location of the crossings, tunnels and traverses. ProRail also provides information to the railway undertaking about the location of walkways, walking routes, escape routes and parking spaces at marshalling yards through, for example drawings and the *Local particulars marshalling yards* on the Logistics Portal (see also section 6.2.11).

3.4.3 Exceptional transport

Railway vehicles, including loads, which do not meet the statutory requirements or the limit values for normal traffic as described in section 4.7 can in certain cases - in so far as allowed by law and without prejudice to statutory obligations in terms of exemptions - nevertheless be allowed to participate in traffic, subject to the conditions applicable to Exceptional Transport.

The exemptions from other statutory requirements are granted by the ILT. Permission from ProRail is required if the load of a railway vehicle falls outside the applicable loading gauge[63] but within the so-called Red Measuring Area[64] (see Appendix 12). ProRail may attach instructions to the permission.[65]

The conditions for out-of-gauge loads as well as information about these conditions can be requested from ProRail's One-Stop Shop (for contact details, see section 4.2.4). For a description of the service relating to Exceptional Transport, see section 5.4.3.

62 Section 22(2)(d) and Sections 49 to 54 Railways Act.
63 See Section 10(2) Rail Traffic Decree in which reference is made to the Railway Vehicles Service Regulations 2020. For the coding of the loading gauges see NEN-EN15273 and for the loading gauges per route the Register of Infrastructure (RINF).
64 As referred to in Section 10(2)(a) Rail Traffic Decree. See also Appendix 12 of this Network Statement.
65 Section 10(3) Rail Traffic Decree.

3.4.4 Dangerous goods

The transport of dangerous goods by rail is governed by the Carriage of Dangerous Goods Act, the Decree on the Carriage of Dangerous Goods and the Regulation for the carriage of dangerous goods by rail, which incorporates the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID)[66] into Dutch legislation.

For a number of elements of the railway network qualified as 'structure within the sense of the Housing Act[67]' (such as railway tunnels), user restrictions are in effect on the basis of which the transport of dangerous goods over those parts of the railways is restricted or even prohibited; see also section 2.4.1.

The handling and stabling of wagons containing dangerous goods is only permitted at marshalling yards specially equipped for such (see section 2.4.3), under the terms of the environmental permit granted for the yard in question.

The railway undertaking must provide ProRail with all the information required by the infrastructure manager before the departure of a train carrying dangerous goods.[68] ProRail shall receive the UN number and the hazard indication number of those dangerous goods, as well as of their position in the train[69].

The railway undertaking shall ensure that ProRail at all times during the transport of dangerous goods (including the stay at a marshalling yard during transport) has prompt and trouble-free access to the load specifications of wagons with dangerous goods, as well as the location of those wagons in relation to the other wagons of the railway undertaking in the train.[70]

Regulation to be agreed upon

► ProRail wants to lay down in the Access Agreement whether the operational activities of the railway undertakings include the transport of dangerous goods, and if so, include agreements in the Access Agreement on the method:

- of data relating to that transport (see section 6.2.5 Provision of load specifications);
- of provision of loading data and wagon sequence data in trains and at marshalling yards takes place (see section 6.2.6 Provision of information on sets of wagons or (a group of) opposite freight wagons at marshalling yards).

If the operating activities of a railway undertaking includes the transport of nuclear substances, further agreements within the context of the Access Agreement will be made prior to the transport. Insofar as these agreements require any effort on the part of ProRail and/or its auxiliary persons, the related actual costs are for the risk and account of the railway undertaking. ◄

3.4.5 Test trains and other special trains

The ILT, on behalf of the Minister of Infrastructure and Public Works, can issue a temporary user licence for the performance of test runs with railway vehicles on the main railway network. Questions about realising these test runs can be put to ProRail at testritten@prorail.nl.

3.4.6 Requirements relating to information provision

The railway undertaking shall continually provide ProRail with the information it requires concerning the use of the infrastructure. Examples of such information are:

- The information that the railway undertaking includes in its capacity requests (see request data in Chapter 4 and in Chapter 7 for stabling and shunting capacity). This will include the information necessary in advance for the capacity allocation systems and analysis of the tractive power supply system (see Appendix 8, item 2.2). The railway undertaking shall provide ProRail with specific

66 Annex C to the Convention concerning the international carriage by rail (COTIF).
67 Annex A to Section 1.1 of the Environment and Planning Act.
68 Section 25 Rail Traffic Decree in relation to Section 4.2.2.7.2 TSI Operations and Traffic Control 2019/773.
69 Section 1.4.3.6b RID.
70 Section 1.4.2.2.5. in conjunction with 1.4.3.6b RID.

additional data for capacity requests for the Kijfhoek yard with the hump and shunting facilities. For this, see item 3 of Appendix 8.

- The information that the railway undertaking provides immediately prior to and during actual use of the main railway network.
- The information that the railway undertaking provides on expiry of a certain period of time, and which relates to actual use, traffic and transport during said period, in particular for the control of noise emissions (see Appendix 8).
- The particulars of the types of railway vehicles that railway undertakings must make available to ProRail (see section 3.4.1 and Appendix 8).
- Information on activities by the railway undertaking at the main railway network that are subject to a reporting duty on the part of ProRail.
- ETCS loggings for fault analyses.
- In order to be able to identify the causes of complex ERTMS (chain) problems in technology, process or operation/use, periodic analyses are carried out jointly by the railway undertaking and the infrastructure manager. For these analyses, the railway undertaking shall make relevant raw data from railway vehicles (e.g. ARR data, JRU data and RTM data) available to ProRail to the extent permitted by the rolling stock contracts. ProRail shall make the relevant QATS data from the railway vehicles available to the railway undertaking on request. In the event of safety-related malfunctions, the parties will safeguard the data within 24 hours and make it available as soon as possible upon request.
- For the purpose of the management and development of the railway network in relation to the capacity requirement of the railway undertaking, the railway undertaking shall provide transport data in the form of station relationship matrices (origin - destination) of an average working day, morning peak hour, evening peak hour, average weekend day and year. The railway undertaking shall cooperate if ProRail requests comparable data regarding the Dutch railway network for this purpose from the platform that carries out public transport transactions in the Netherlands (Translink).
- For the purpose of testing transfer risks for passengers in the area of platform safety, via the *Platform Safety Risk Model* (see the Logistics Portal) or a further situational analysis, the railway undertaking shall provide information on the number of passengers entering, leaving and transferring (per station and) platform side.
- For the purpose of utilising marshalling yards up to ten years into the future, ProRail offers railway undertakings the opportunity to indicate their future intended use, so that ProRail can take this into account when building infrastructure at marshalling yards (see Appendix 8, item 1).

Reports to meet the duty resting on railway undertakings to provide statistical data.
Railway undertakings are under a legal obligation to provide statistical data about their traffic to the Central Bureau of Statistics (CBS).
ProRail is prepared, following receipt of an authorisation to this effect by the railway undertaking, to furnish data available to ProRail directly to the Central Bureau of Statistics.

Regulation to be agreed upon

► By means of the Access Agreement, railway undertakings and ProRail make further agreements on the modality of information transfer, both as prescribed by law and under the terms of the Access Agreement. Parties can determine that information that serves several purposes need only be supplied once by the railway undertaking. ◄

4 Capacity allocation

4.1 Introduction

In this chapter, ProRail describes the procedures, rules and schedules drawn up with a view to realising an organised and fair capacity allocation process. Decisions of competent authorities or court rulings may give rise to changes in these procedures, rules and timetables following the publication of the Network Statement. In that case, a supplement to this Network Statement will be published. The capacity allocation at marshalling yards and stabling yards (service facilities) is described in Chapter 7 of the relevant service facilities (section 7.3.5.3).

4.2 Process description train path capacity allocation

4.2.1 Process in general

With regard to capacity allocation, three main processes can be distinguished:

1. *Preparation phase timetabling process*
   In this phase, titleholders have the opportunity to sit down with each other and ProRail in order to agree on the capacity requests to be submitted for train paths for the timetabling process. During this phase, pre-arranged train paths (PAPs) on international freight corridors are also published definitively (x-11 months before the start of the timetable), see also section 4.10. For the schedule of the timetabling preparation phase, see section 4.5.0.

2. *Timetabling process*
   During the timetabling process, the requests for train paths submitted by the titleholders and the weekly TCRs for management are processed into a timetable of 7 traffic days of 24 hours each in a standard week. Scheduling and coordination will take place wherever requests by titleholders and/or the weekly TCRs compete with one another. Section 7.3.5.3 describes the process of capacity allocation at marshalling yards and stabling yards (service facilities).

   Normal timetable means the timetable at the level of recurring paths as defined in Section 4(2) in conjunction with Section 1 Railway Capacity Allocation Decree.[71] By recurring paths, ProRail means a path that is requested at least eight consecutive weeks at the same time per traffic day (calendar day). Extra trains for events and incidental trains must therefore be requested in the ad hoc phase.

   The timetabling process is recorded by means of a capacity allocation document including any appendices and/or any references to DONNA, the application in which the planning and allocation takes place (see also Appendix 23, item 4.1). indicating the capacity allocated to the applicants. This document will form part of the Access Agreement to be concluded. The titleholder then acquires the user right to the capacity assigned to the titleholder under the terms of the capacity allocation report. Once allocated, capacity cannot be transferred to another titleholder, with the exception of cases involving titleholders, not being railway undertakings, who have concluded a Capacity Agreement with ProRail.[72] These titleholders shall leave the actual use of the capacity to a railway undertaking designated by them with which ProRail has concluded an Access Agreement (see section 3.3.3). For the schedule of the timetabling process, see section 4.5.1.

[71] This is subject to Sections 44, 45 and 46 Railway Capacity Allocation Decree and the schedule set out in Annex VII to Directive 2012/34EU.

[72] Section 57(3) Railways Act.

3. *Allocation in the ad hoc phase*
   The ad hoc phase concerns supplements or changes to the timetable. If these additions/changes are not related to works, the requests shall be handled on the basis of the First Come First Served principle. This means that if several parties apply for the same capacity, the party that made the first request will be allocated the capacity provided it is available. See section 4.5.3 for the schedule of the ad hoc phase. A special category of ad hoc requests are those received after the closing date for timetable requests (8 April 2024) ('late requests') up to and including 14 October 2024. This category of requests is processed in order of receipt in accordance with the timetable for late requests as set out in section 4.5.2.

4.2.2 Parties involved

The Railways Act and the Railway Capacity Allocation Decree provide further detailing of the provisions of Directive 2012/34/EU in order to allocate the capacity in a fair, reasonable and non-discriminatory manner. The allocated capacity is agreed between the titleholders and ProRail, in accordance with Section 59 Railways Act.

All parties meeting the conditions as defined in section 3.2.1 can apply for capacity for the 2025 timetable. Applicants for capacity for the 2025 timetable agree to the procedures, regulations and schedules for handling of all capacity requests contained in this Network Statement. Applicants agree that ProRail will inform the other applicants of the requested capacity and the identity of the applicants involved in a conflicting request for traffic capacity. This information shall be treated confidentially by the parties concerned.

4.2.3 Submitting requests for train paths

A request for both the annual timetabling process and the ad hoc phase can be submitted:

- Via the Path Coordination System application for international capacity requests (PCS, see Appendix 23, item 4.2). Use of the PCS application is compulsory when requesting Pre-Arranged Paths from the Corridor One-Stop-Shops.
- Via the Order Portal (see section 5.3.1 and item 4.1 of Appendix 23).
  By means of an own application via the Common Interface based on TAF/TAP TSI specifications (see section 5.3.1 and item 4.1 of Appendix 23.
- By means of a timetable designed in the DONNA application (see section 5.3.1 and Appendix 23, item 4.1).
- In another form to be agreed upon with ProRail.

The requests are checked for completeness and correctness of the required data. If necessary, the applicant will be given the opportunity to amend and/or supplement the request within a specified time limit.

Trains subject to the track access charge [73] exemption scheme (due to instructions by ProRail) can only be requested on the basis of a timetable entered in DONNA by the applicant or on request via the Order Portal and/or via the service 'Capacity requests and planning and performance information in accordance with the TAF/TAP TSI standard'.

For international requests, a transport operator shall apply for a train number via DB Netze or Infrabel and state this train number in the request. The '*Procedure for requesting an international ad hoc train number*' can be found on the Logistics Portal. If a titleholder chooses, in case of an international request, to submit separate requests for the entire train to the various infrastructure managers (thus without using the PCS application), the titleholder is responsible for a coordinated request in terms of border time and traffic days.

[73] A zero rate applies to trains for management on behalf of ProRail. See section 5.3.1 (item 4.2 of the table), 5.3.3 (item 4.2 of the table) and 5.4.3 (item 4.2 of the table).

4.2.4 One-Stop-Shop

A network of One-Stop-Shops (OSS) represents the infrastructure managers and railway capacity allocation authorities in international traffic. In order to request an international train path in the PCS application, a railway undertaking need only contact a One-Stop-Shop of the country of departure, which will then initiate the entire international coordination process.

For a list of the contact particulars of the One-Stop-Shops, go to the website of RailNetEurope. To contact the ProRail One-Stop-Shop:

organisation:	ProRail, Capacity Management Capacity Allocation Department
postal address:	P.O. Box 2038 3500 GA Utrecht
office address:	Moreelsepark 3 3511 EP Utrecht
telephone:	+31 (0) 88 231 3456 / 3457
email:	oss@prorail.nl (standard) oss-bv@prorail.nl (Exceptional Transport)

ProRail

4.3 Temporary TCRs

A TCR with consequences for traffic may concern a possession but also a temporary restriction regarding the speed, axle load, train length, traction, infrastructure to be used and the vehicle gauge. This last group of TCRs does not have to be caused by works. ProRail is responsible for directing the resolution of TCRs. For this, see section 4.3.2.3.

4.3.1 General Terms & Conditions

a. ProRail, together with titleholders, ensures a transparent and efficient process, taking into account the operational and commercial interests of the parties involved.

b. In order to better assess the impact of TCRs on both titleholders and contractors, both phasing and programming consultations have been established where agreements can be made prior to the start of the formal timetable. These agreements are made in the Regional Users' Consultation (phasing consultations) and in the National Programming Workshop. These agreements are published on the Logistics Portal and are the starting point for the timetabling process described in section 4.3.2.2.

c. Since the determination and publication of TCRs takes place over a period of several years, titleholders are consulted if they have an access or capacity agreement with ProRail at that time. New titleholders shall indicate whether they wish to be involved in the process of establishing TCRs. TCRs already established are a given for these new titleholders.

d. When considering the various implementation variants, ProRail takes into account its own costs and the operational and commercial consequences for titleholders, including the continuity of operating processes at marshalling yards (for freight processes and the service and maintenance of railway vehicles), and the consequence that the choice may lead to a different mode of transport or substitute stabling and handling capacity.

e. For very large or large incidental TCRs at marshalling yards (more than seven days), additional traffic agreements can be made to limit the consequences, such as shunting, stabling, access to terminals and for the purpose of servicing and maintaining railway vehicles; these additional traffic agreements are recorded in the Btd-planner (Appendix 23, item 6.1).

f. Determining TCRs affecting international train traffic is the subject of coordination between ProRail and neighbouring infrastructure managers. The infrastructure managers concerned aim to ensure

that the location, duration and timing of TCRs are such that international train traffic can, as far as possible, be diverted.

g. ProRail may agree on financial compensation for titleholders in the context of capacity determination for works as described in section 4.3.2.2 subject to what is stated in section 4.3.2.3 and 5.6.6.

h. The railway undertaking shall ensure that railway vehicles stabled on tracks earmarked for a TCR are removed before the start of the TCR unless otherwise agreed (and recorded in the Btd-planner).

4.3.2 Types of TCRs

ProRail distinguishes two types of TCRs for works on or near the infrastructure:

1. Pattern-based TCRs for:
   a. Pattern-based maintenance (also referred to as weekly maintenance in the Procedure Book and work instructions).
   b. Inspection ((video) inspection trains).

2. Incidental TCRs for:
   a. Replacement and/or renewal projects including the necessary supply, removal and work trains.
   b. Function expansion projects, including the necessary supply, removal and work trains.
   c. Works for third parties, e.g. when making changes to railway crossings.
   d. Management work, including system tests and safety drills.

4.3.2.1 Pattern-based TCRs

The required capacity for pattern-based TCRs, pattern-based maintenance, video inspection trains and other inspection trains follow the same procedure as the timetabling process for traffic (see section 4.2.1).

4.3.2.1.1 Pattern-based maintenance

The required capacity for pattern-based maintenance is determined in terms of volume, frequency and location (route sections/marshalling yard). For pattern-based maintenance at marshalling yards, additional traffic agreements can be made to limit the consequences for freight and passenger traffic, such as shunting, stabling, access to terminals and for the purpose of service and maintenance to railway vehicles. This is recorded in the Btd-planner.
The Btd-planner shows the state of affairs regarding pattern-based maintenance, including agreements on the stabling of railway vehicles and deactivating the power supply. Pattern-based maintenance is also included in DONNA. The BTD-planner is leading if there are differences between the two systems.

4.3.2.1.2 Video inspection train and other inspection trains

The capacity required for the video inspection trains is allocated in the timetable. The required capacity for other inspection trains (these are incidental trains) is not plannable in the timetable and is therefore published separately as volume reservations in the timetable and only substantively processed in the ad hoc phase based on the established prioritisation rules included in the Capacity for Management Procedure Book on the Logistics Portal.

4.3.2.2 Incidental TCRs

Establishing incidental TCRs involves the following process steps:

1. Drawing up starting points for the planning of TCRs

The principles for the planning of TCRs are described in the *Corridor Book 2025*, which is available on the Logistics Portal. If, as a result of a TCR, competition exists between pattern-based maintenance and traffic to be diverted, the pattern-based maintenance will lapse, unless the number of remaining

moments (frequency/interval) leads to too few regular maintenance moments. The Corridor Book 2025 describes how and under what conditions different types of trains can be diverted because of the TCR on the normal route.

2. Announcing the proposed TCRs
ProRail will announce the intended TCRs prior to the start of consultation with titleholders. These TCRs can be announced per project, per route section or for the entire railway network and can be traced back to the project level.

3. Consultation
During consultation on the proposed TCR, the titleholders concerned can request changes. The titleholders involved will provide insight into their interests and can make proposals for solutions. ProRail investigates whether and how the interests of titleholders can be met and makes this transparent. This may lead to further consultation.

4. Determining the TCR
After completion of the consultation, the TCR will be published. If ProRail or the titleholder wishes to change the established TCR and this concerns an addition, the ad hoc rules apply (see section 4.3.2.3 point b). The rights of previously established TCRs remain applicable
If the previously made agreement (the TCRs together with time and scope of the project) is renegotiated, the TCR as a whole will be readopted under the ad hoc rules (see section 4.3.2.3 point b).

When planning TCRs, large public events are taken into account as much as possible with a view to the feasibility of the alternative transport product. Titleholders shall inform ProRail of these events in good time when drawing up the basic principles for the planning of TCRs, see point 1 above. The 'submit event request' process is recorded in Chapter 5 of the Corridor Book 2025 (see the Logistics Portal).

The four different categories of TCRs for traffic[74] are defined in Table 4.2. This table also shows the moment at which TCRs are coordinated with neighbouring infrastructure managers.

Table 4.2 Categories of TCRs

Category	Temporary capacity restriction with	Duration of consecutive capacity impact	Effects on train traffic	Coordination with neighbouring infrastructure managers
Z	very significant impact on traffic	more than 30 days	more than 50% of the daily expected train traffic	18 months before start of new timetable
G	major impact on traffic	more than 7 days	more than 30% of daily expected train traffic	13.5 months before start of new timetable
M	medium impact on traffic	7 days or less	more than 50% of the	13.5 months before start of new timetable

[74] As referred to in Annex VII to Directive 2012/34/EU.

			daily expected train traffic	
B	limited impact on traffic	not determined	more than 10% of daily traffic expected	not determined

Table 4.3 shows at which moment a certain type of TCR is published for a relevant timetable.

Table 4.3 Publication times TCRs

Category	Temporary capacity restriction with	December 2023	April 2024	August 2024	December 2024
Z	very significant impact on traffic	2nd publication 2025 1st publication 2026	Demand on capacity 2025	Not an issue	2nd publication 2026 1st publication 2027
G	major impact on traffic	2nd publication 2025 1st publication 2026	Demand on capacity 2025	Not an issue	2nd publication 2026 1st publication 2027
M	medium impact on traffic	Publication 2025	Demand on capacity 2025	Not an issue	Publication 2026
B	limited impact on traffic	Not an issue	Not an issue	Demand on capacity 2025	Not an issue

In addition to the publications, the Btd-planner system always indicates the current status of the capacity required by ProRail for works.

In the long-term planning (at least 36 months prior to execution) of major maintenance or renewal of the infrastructure, ProRail will consult with the titleholders on an annual basis in order to take their opinions into account as much as reasonably possible.

The chapters below describe in more detail how ProRail handles TCRs.

4.3.2.2.1 Publishing TCRs 24 months in advance
At least twenty-four months prior to the start of the new timetable, ProRail, via the Capacity Allocation For Management Letter, publishes the TCRs for works (as far as known) that have serious consequences for train traffic (see the Logistics Portal). This concerns a TCR of more than 30 consecutive days (or more than 7 consecutive days) for which more than 50% of the daily expected traffic (respectively 30%) must be diverted, cancelled or replaced by alternative transport.

At the request of titleholders, ProRail will during the first consultation round provide at least two alternative performance variants. The designs of the performance variants shall sufficiently meet the expressed wishes of titleholders.

The publication contains:
- The duration of the TCR.
- The route section to which the TCR applies.
- The planned days.
- The part-day and start & end times as soon as these are known.

4.3.2.2.2 Publishing TCRs 12 months in advance
At least twelve months before the start of the new timetable, ProRail, via the Capacity Allocation For Management Letter, publishes the following TCRs for works via the capacity allocation letter (see the Logistics Portal):
1. The updated TCRs that have very significant or major consequences for train traffic as described in section 4.3.2.2.1.
2. Additional TCRs with very significant or major consequences for train traffic. These are TCRs which became known after the first publication.
3. Temporary TCRs with medium consequences for train traffic.
   This concerns TCRs of 7 consecutive days or less where more than 50% of the daily expected traffic must be diverted, cancelled or replaced by alternative transport, insofar as these TCRs have an impact on international train traffic (see section 4.3.2.2.1).

This publication contains:
- The duration of the TCR.
- The route section to which the TCR applies.
- The planned days.
- The part-day and start & end times.

ProRail will consult the titleholders prior to this publication.

4.3.2.2.3 Publishing incidental TCRs 8 months in advance
Eight months before the start of the new timetable, ProRail publishes the incidental TCRs that a) have serious b) major or c) medium consequences for train traffic. The manner in which these incidental TCRs are published concerns the capacity (possessed tracks and duration), the date and, if known, the start & end times. The starting point is that these incidental TCRs fit within the previously published TCRs.

It is possible that changes to already determined TCRs or new TCRs, which are submitted 12 months before publication, will as yet become part of the publication of the incidental TCRs. The following conditions are set for this:
- New requests will be considered if ProRail can demonstrate, on the basis of a written substantiation, that this adjustment could not reasonably have been foreseen and that the execution will take place in the relevant timetable.
- Changes to TCRs that have already been determined will be considered if ProRail or the titleholder can demonstrate, on the basis of a (written) substantiation, that this change was not foreseeable.
- Changes to established TCRs will be considered if ProRail (e.g., due to changes to work) or the titleholder (e.g., due to events becoming known at a later date) can demonstrate, on the basis of (written) substantiation, that this change was unforeseeable.

4.3.2.2.4 Publishing incidental TCRs 4 months in advance
Four months before the start of the new timetable, ProRail will publish the incidental TCRs that have limited consequences for train traffic. Limited consequences for train traffic means a TCR for which less than 10% of the daily expected traffic must be diverted, cancelled or replaced by alternative transport.

The manner in which these incidental TCRs are published concerns the capacity (possessed tracks and duration), the date and, if known, the start & end times.

ProRail can submit these incidental TCRs to titleholders no later than six months and fifteen days before the start of the new timetable.

4.3.2.2.5 Details offered train paths
Details of the pattern-based train paths to be offered as a result of TCRs shall be given for passenger trains no later than four months before the start of the incidental TCR and for goods trains no later than four weeks before, unless ProRail and the relevant applicants agree a shorter time on an ad hoc basis. In order to be able to offer the train paths in question on time and in accordance with the agreed specifications, ProRail manages the rescheduling of traffic as a result of TCRs (PreVAB process, published four months prior to implementation (pattern-based train paths), and the VAB process, published four weeks before performance unless otherwise agreed on an ad hoc basis[75]). The manner in which this takes place is described in section 4.5.3.

4.3.2.3 Ad hoc capacity for works

a. Ad hoc capacity for works may be required after the publication dates at twelve and four months before the start of the timetable, respectively. ProRail will determine a TCR if:
   i. Irregularities occur / threaten[76] to occur which make it impossible to comply with laws and regulations or which endanger safe and undisturbed movement of trains (or operations on the infrastructure).[77]
   ii. Postponement of works is not cost effective or could lead to undesirable damage to the condition of the railway network or its lifespan.
      - ProRail will clarify the need for these adjustments on the basis of written substantiation and will consult the relevant titleholders immediately in order to determine the TCR. If necessary, capacity rights will be withdrawn and, where appropriate, traffic will be reallocated in order to optimise the execution of works and the remaining timetable. If the change results in a different (replacement) train path, which means that extra kilometres have to be driven, then compensation is paid for the extra track access charge. The compensation for freight transport operators is standardised and laid down in section 5.6.7.
      - ProRail endeavours to carry out these works as much as possible during a weekly TCR or to coordinate the date and times of the restriction in advance with the titleholders concerned.

b. It is also possible to introduce other types of adjustments after the publication dates at twelve and four months before the start of the new timetable, respectively:
   - ProRail or the titleholders may submit an addition or change that was not reasonably foreseeable at the time of the timetabling process and that which must be performed in the relevant timetable; the need for this change shall be substantiated in writing.
   - ProRail and the titleholders will cooperate in this alteration; determination only takes place with the consent of capacity holders who are affected by this change.
   - If there is no consensus, the dispute will be resolved in accordance with the dispute resolution procedure within 10 working days of the dispute being submitted.
   - Titleholders who hold capacity at ProRail may, when giving their consent, only stipulate the condition that the disadvantage they suffer by this alteration is compensated. This compensation is limited to direct operational costs, which shall be properly substantiated. If the alteration results in a different (replacement) train path, which means that extra kilometres have to be driven, then compensation is paid for the extra track access charge. The compensation for freight transport operators is standardised and laid down in section 5.6.7.

[75] VAB = Traffic changes due to management, see also Appendix 2.
[76] To be ascertained on the basis of inspections, notifications, disruptions, etc.
[77] This constitutes a further specification of the 'in case of emergency' situation as referred to in Article Article 9.5 of the General Terms & Conditions.

- A dispute regarding only the amount of the compensation will not lead to the proposed alteration not taking effect. A dispute about the compensation will be settled in accordance with Appendix 4 of the Network Statement, Complaints and Disputes Procedure.

4.4 Application of framework agreements

No Framework Agreement was applicable for the 2025 timetable at the time of publication of this Network Statement.

4.5 Capacity allocation process

4.5.0 Preparations timetabling purposes

The timetabling preparation process runs from July 2023 to January 2024. For further information, see section 4.5.1. In addition to the medium-term process (MLT process, see section 2.6.1 and the Logistics Portal), it is possible in this preparatory process to study alterations to the timetable that arise from practical experience or from the optimisation wishes of transport operators. Additionally, this process focuses on the performance of quality tests, including by means of simulations, in which results can also be returned to the MLT process to be included in capacity development issues. If no agreement can be reached on the timetable requests, this will be determined as 'agree to disagree'. Titleholders can consult with ProRail before submitting a request, in particular if the request has a pattern-like repetitive character.

Offer of pre-arranged paths
Prior to the capacity allocation process, the infrastructure managers in Europe cooperating in the rail freight corridors present a programme of pre-arranged paths. For information on requesting train paths, see section 4.2.3. The pre-arranged paths are published on the website of the corridor organisation for which the relevant pre-arranged paths are intended. This publication takes place in January 2024, after which the pre-arranged paths are treated as determined within the context of the further allocation process.
For information on the estimation of likely requests for freight transport and private passenger transport (reservation of capacity) and the process rules of pre-arranged paths on the international rail freight corridors, see section 4.5.1.

4.5.1 Schedule for the timetabling process

Prior to the start of the 2025 timetabling process, the specific process is explained via the Allocation Table through the '*Start document 2025 timetable*' (see the Logistics Portal).

table 4.4 Schedule of the timetabling process, see also the website of RailNetEurope

Activity	Date
Submitting requests:	
a. DONNA file open for requests	To be determined via the Allocation Table in January 2024
b. Closing date for timetable requests for train paths (national & international) and determination of required capacity for weekly TCRs	8/4/2024
c. Intake requests	9 to 19/04/2024
Scheduling and coordination:	
d. Start of scheduling and coordination	9/04/2024

e. RNE Technical Meeting	10 to 13/06/2024
Consultation on draft timetable	
f. Draft timetable ready for consultation	01/07/2024
g. closing date consultation reactions	02/08/2024
Determining the capacity allocation	
h. Determining the capacity allocation	19/08/2024

After receiving the timetable requests, the phase of scheduling and coordination of the timetabling process starts and all requests are integrated into one timetable. ProRail draws up a draft timetable in which the results of the scheduling and coordination up to that point have been included and offers it for consultation on 1 July 2024.

Standard goods paths have been established for freight transport. These are further detailed in Appendix 22 'Standard freight paths'. These standard paths play a role when applying prioritisation as prescribed by the Railway Capacity Allocation Decree.

ProRail seeks harmonisation with other infrastructure managers in Europe during the scheduling and coordination process. This is further detailed in the RNE document RNE Process Handbook for International Path Allocation for Infrastructure Managers, available for consultation on the website of RailNetEurope. ProRail also coordinates requests for the Havenspoorlijn with the connected terminals.

Reserved capacity
ProRail uses realisation figures, prognoses and the required flexibility to prepare an estimate of the expected applications for freight transport and private passenger transport in the period from 06:00 to 24:00 hrs. This estimate secures the required standard freight paths for the timetable requests and the required capacity for ad hoc requests in accordance with Section 13(3) Railway Capacity Allocation Decree. The estimate is made in several steps (all steps only for daytime between 06.00 and 24.00 hrs):

1. The realisation figures per freight corridor (between 06.00 and 24.00 hrs) of the last full calendar year are increased by 50%.
2. This arithmetical estimate is adjusted according to a number of predefined basic principles:
   a. On Kijfhoek - Venlo vice versa, additional freight paths are taken into account in connection with the construction of the third track Emmerich - Oberhausen. As a result, there is less capacity available on the Betuweroute. The exact number of freight paths will be made known in the estimate.
   b. The minimum number of estimated standard freight paths on national sections is at least 3 freight paths during the daytime if there is no alternative route, ensuring a reasonable spread between 06:00 and 24:00 hrs taking peak hours into account.
   c. The minimum number of estimated standard freight paths on the international corridors is at least 4 paths during the daytime if there is no alternative route, ensuring a reasonable spread between 06:00 and 24:00 hrs taking peak hours into account.
3. The estimate will be adjusted on the basis of prognosis figures if there is reason to do so.
4. The estimate will be consulted via the Allocation Table before the closing date for timetable requests. If the need of the titleholders for reserved standard goods paths is higher than included in the estimate, the titleholders can substantiate their need. ProRail can then adjust the estimate on the basis of the substantiated needs of the titleholders.

If, during the programming and coordination process in the timetabling process, the timetable requests are fundamentally different than expected or if the needs of the titleholders are fundamentally different due to new insights, the estimate can be adjusted.

The reserved paths resulting from the timetabling process remain reserved for the intended use until one day before performance. If the reserved capacity for freight transport and private passenger transport remains unscheduled one day before performance, ProRail may use this capacity for other market segments.

Scheduling

During scheduling, ProRail identifies the situations in which requests compete with each other and/or with the capacity required for pattern-based work in weekly TCRs.

Coordination
Coordination is started for those cases in which competing requests are ascertained.
As the first step in this coordination process, ProRail can within reason make changes to the original request with a view to optimising the use of the network capacity and honouring as many requests as possible. ProRail applies the following principles:

- General:
  - Rail deviations, with retention of function.

- Specifically for passenger trains:
  - Deviations in time of up to five minutes and not leading to the deployment of additional railway vehicles and/or personnel.

- Specifically for freight trains:
  - The cancellation or relocation of stops, unless the railway undertaking has indicated in its request to have a commercial or logistics interest in a stop.
  - Freight trains can be scheduled by ProRail in the pattern paths included in the request file (the standard freight paths, see Appendix 22).
  - The adjustment of timetable speeds if the train with the same locomotive/wagon combination can also achieve that speed on another part of the route section, and the infrastructure can accommodate such.

These principles are subject to the following preconditions:

- No connections may be broken.
- No earlier departure of passenger trains.
- No stops are added.
- No stops are passed by passenger trains.
- Train characteristics are not adjusted.

If no solution for competitive requests is found within the guidelines, coordination will take place with the applicants involved. In the event of competing requests, the parties concerned shall endeavour to reach a solution. In case of requests by titleholders that compete with one another, ProRail can attempt to reach agreement by raising the track access charge.[78] The increase is calculated in accordance with section 5.6.5.1 Capacity surcharge.

The coordination procedures are subject to the process rules below.

1. Programme and coordination consultations for the timetabling process take place with authorised parties. The status of a coordination consultation is shared at the Allocation Table.
2. The identified conflict situation is communicated to all applicants involved.[79]
3. The applicants involved are invited for further consultation on the situation, possibly on the basis of a coordination proposal by ProRail.
4. All applicants involved are invited to submit proposals for solution.
5. Solutions must fit within the usability of the railway infrastructure, taking into consideration planning norms, *Local particulars* and user restrictions with respect to noise, rail safety, transfer safety and the environment.
6. The objective is to find solutions in which (taking process rule 5 into account) the capacity request is granted as much as possible, the commercial and operational relationship within the requested capacity is disrupted as little as possible, and the economic consequences of deviations from the requested capacity are as limited as possible. The statutory priority rules need not yet be applied in seeking solutions.

78 In accordance with Section 7(1) Railways Capacity Allocation Decree.

79 If further substantiation/data is requested for the coordination process, these data may be considered as confidential by the applicant concerned.

7. The border-crossing times agreed upon with the context of RNE are maintained. If a deviation is necessary, a new border time is agreed with the infrastructure manager concerned and offered to the railway undertaking.
8. The proposals presented by ProRail are compatible with the timetable measures as included in capacity enhancement plans.

If the applicants involved and/or ProRail are unable to reach agreement, ProRail will determine the allocation in accordance with applicable laws and regulations.[80] If the priority rules are insufficiently distinctive, the following rules apply, stated in order of priority:

a. Solutions that use capacity as efficiently as possible to accommodate the highest number of requests take precedence over solutions that can accommodate fewer requests.
b. Transport takes precedence over traffic. This means that trains intended for the commercial transport of passengers or freight have priority over trains (passengers or freight) that are not commercial transport (empty stock runs).
c. On the centrally controlled area of Venlo marshalling yard, freight trains with onward traction or that change direction there take precedence over freight trains only changing locomotives on the route Eindhoven – Venlo Grens (vice versa).
d. Through trains on the Betuweroute have priority over non-through trains (trains with an intermediate stop or turning trains).
e. Trains with a high(er) frequency (the number of days per year the train runs) have priority over trains with a low(er) frequency.
f. Trains travelling the greatest total distance per (international) route have priority over trains travelling a shorter distance.

Process rules for the allocation of predetermined train paths on the international rail freight corridors
The process rules for the allocation of predetermined train paths on the international rail freight corridors are described in Book 4 of the Corridor Information Document (see section 1.7.1) of the rail freight corridors. When allocating capacity on the pre-arranged train paths (PAPs), the infrastructure managers of the Rail Freight Corridors apply the rules set out in the document '*Decision of the Executive Board of the Rail Freight Corridor adopting the Framework for capacity allocation*'. This document can be consulted on the websites of the different freight corridors via the following links:

Rail Freight Corridor Rhine – Alpine
Rail Freight Corridor North Sea – Mediterranean
Rail Freight Corridor North - Sea Baltic

4.5.1.1 Capacity allocation during works between Emmerich and Oberhausen

From 2 November 2024 to 17 May 2026, DB Netz will work consecutively on the construction of the third track between Emmerich-Grenze and Oberhausen. This will have a major impact on international passenger and freight traffic. Among other things, the works will lead to TCRs on DB Netz' main railway network and the route section Emmerich - Zevenaar vice versa. In connection with these works, the following applies with regard to capacity allocation.

Train paths on the domestic diversion routes for international traffic
To facilitate the expected capacity requests during the TCRs for the segments standard freight transport, (to be diverted) international high-speed transport and international public transport, the following operating frequencies apply on the following routes for the mentioned segments during the periods of double-track obstructions between Emmerich and Oberhausen.

Table 4.5 Train paths per hour per direction for international traffic

Route	Number of train paths per hour
Kijfhoek – Breda Aansluiting	4

[80] In accordance with Sections 8 to 13 Railway Capacity Allocation Decree.

Breda Aansluiting – Tilburg Aansluiting	5
Tilburg Aansluiting – Venlo	4
Amersfoort - Oldenzaal	2

ProRail distributes international trains on these routes only in standard freight paths.

Capacity at border crossings during periods with diversions
During periods with diversions, the following (absolute) maximum numbers[81] per segment apply at border crossings.

Table 4.6 Partial single-track obstruction between Emmerich and Oberhausen

Border	Standard freight transport	International high-speed transport	International public transport
Emmerich - Zevenaar			
between 00:00 and 05:00	3 per hour per direction	0 per hour per direction	0.5 per hour per direction
between 05:00 and 24:00	2 per hour per direction	0.5 per hour per direction	1 per hour per direction
Total number of trains	53 per day per direction	9.5 per day per direction	21.5 per day per direction

ProRail divides (diverted) international freight trains, (diverted) international high-speed transport and (diverted) international public transport into standard freight paths only.

Table 4.7 Double-track obstruction between Emmerich and Oberhausen[82]

Border	Standard freight transport	International high-speed transport	International public transport
Emmerich - Zevenaar	-	-	-
Kaldenkirchen - Venlo			
between 00:00 and 05:00	Information to follow	Information to follow	Information to follow
between 05:00 and 24:00	Information to follow	Information to follow	Information to follow
Total number of trains	Information to follow	Information to follow	Information to follow
Bad-Bentheim - Oldenzaal			
between 00:00 and 05:00	Information to follow	Information to follow	Information to follow
between 05:00 and 24:00	Information to follow	Information to follow	Information to follow
Total number of trains	Information to follow	Information to follow	Information to follow

Due to domestic or foreign operations, the numbers listed in Tables 4.6 and 4.7 may deviate on weekends and during periods of weekly maintenance. Environmental (including noise) and safety (including rail and transfer safety) standards may also lead to a deviation from the listed numbers.

Criteria and priority rules for competing requests on the diversion routes
Joint criteria and priority rules are drawn up in coordination with DB Netz. These are published in the Network Statement after adoption.

4.5.2 Timetable and process for late requests

Late requests are in fact a special category of ad hoc requests. These are requests received after the closing date of the annual service application until 14 October 2024.

81 These numbers are taken from the 'Verkehrsartenmix' established by DB Netz for during the 80-week single-track obstructions on this route section.

82 The number of trains at the border crossings will be determined in coordination with DB Netz and will be included in this table once determined.

Late requests will be processed in order of receipt after the final allocation (19 August 2024). Processing of these requests - including ad hoc requests submitted before 4 November 2024 - must be completed by 11 November 2024. For requests made after 4 November 2024, the regular response times as mentioned below in 4.5.3 apply.

4.5.3 Timetable and process for ad hoc requests

Allocation in the ad hoc phase
ProRail responds to ad hoc requests within five working days at the latest. The first day of requests for ad hoc capacity is 15 October 2024. On request, ProRail will provide information on the capacity still available for ad hoc requests within the timetable.
The First Come First Served principle applies in the ad hoc phase, whereby the timing of the request is leading. Requests that fit without conflict within the already allocated capacity will be allocated by ProRail. Requests that cannot be fitted within the already allocated capacity without conflict can only be accepted if holders of already allocated capacity allow changes so that a new request can be fitted in without conflict. ProRail may be asked to mediate in conflicts but has no means of enforcing the changes required to enforce any required changes.
It may arise that capacity rights that have been allocated to two titleholders prove to be conflicting due to circumstances (e.g. due to changes in the railway infrastructure and TCRs). In that case, the capacity is reallocated under the management of ProRail, according to the priority rules of the VAB process.[83]

PreVAB and VAB process
In the timetabling process, capacity for train paths is allocated in a normal timetable in a standard week, as described in section 4.2.1. In addition, incidental TCRs are allocated in accordance with section 4.3.2.2 and 4.3.2.3. The details of train paths due to TCRs in 4.3.2.2 and 4.3.2.3(b), as described in 4.3.2.2.5, will be worked out in the PreVAB and VAB process at a later date. ProRail works closely with neighbouring infrastructure managers to ensure good connections of diverted trains at border crossings.

PreVAB process
In the PreVAB process, an alternative hour pattern (AUP) is designed from approximately 28 weeks prior to performance, which is used as the starting point in the VAB process. The basis for this is the normal timetable from the last concluded change sheet, the allocated incidental TCRs and the associated supplementary traffic agreements and the Corridor Book 2025 (see the Logistics Portal). The further detailing at train path level takes place in the VAB process.

VAB process
Where possible, the alternative hour pattern from the PreVAB process is used as the basis for the VAB process. In the VAB process, the detailing of train paths as a result of incidental TCRs is carried out from 8 weeks prior to performance. Basically, this process involves rescheduling trains to minimise the consequences for titleholders of train paths and to enable as many train paths as possible to be allocated. This detailing is sent by means of a publication to the titleholders. If titleholders do not agree with the detailing in the publication, they shall notify ProRail's One-Stop Shop within five working days (see section 4.2.4). Capacity is then allocated according to the following priority rules:
- Both requests for capacity are allocated in the timetable: allocation according to timetabling rules. In this respect, freight paths allocated in a standard freight path for the purpose of ad hoc requests have timetable rights and therefore priority over conflicting trains allocated outside the standard freight paths.
- One of the capacity requests is distributed in the timetable, the other in the ad hoc phase: capacity allocated in the timetable takes priority over capacity allocated in the ad hoc phase.
- Both capacity requests are allocated in the ad hoc phase: allocation according to the 'First Come, First Served' ad hoc principle.

[83] VAB = Traffic changes due to management, see also Appendix 2.

When establishing TCRs, as described in sections 4.3.2.2 and 4.3.2.3, general agreements are made on weekly TCRs. It may happen that when the details are worked out in the VAB process, these general agreements turn out to be insufficient to achieve a proper allocation. In this case, weekly TCRs form part of the allocation and the priority rules above apply.

4.5.4 Further description of processes

Section 4.2 contains an overview of the processes involved in the (preparation of) capacity allocation. A further description is provided below.

a. In addition to and in addition to relevant legislation and regulations, the following general principles apply to the timetabling and ad hoc phase processes: The peak period as referred to in the Railway Capacity Allocation Decree is defined in the allocation process as: from 06.30 to 09.00 hrs and from 16.00 to 18.30 hrs.
b. In the allocation process, international public transport by night train as referred to in the Railway Capacity Allocation Decree[84], is understood to mean: international public transport whereby somewhere along the entire route, passengers can spend the night on the train. A train that runs in the Netherlands during the daytime period can also be regarded as international public transport by night train.
c. When allocating capacity, ProRail not only takes physical capacity into account. She also tests whether the request is in line with the prevailing standards in the areas of the environment (including noise), bridge openings, rail safety and transfer safety and whether any other user restrictions apply, such as bridge openings (see sections 2.3 and 2.4). The outcome of these tests could have implications for both capacity allocation (reduced or subject to conditions) and already acquired capacity rights (instructions given or withdrawn). The standards for noise and external safety are based on statutory provisions. For railway safety and transfer safety, standards and user restrictions arise from:
   - Applying risk management for changes in accordance with ProRail's safety management system.
   - Changes in the capacity allocation in relation to the preceding year may not lead to an unsafe situation. If necessary, a timetable risk analysis is carried out, including of the deviations from the planning norms.
   - Analysis of safety incidents in accordance with the safety management system, as well as the resolving of any shortcomings indicated by the Transport Inspectorate and/or Study Council.
   - Analysis of transfer safety based on the methodology of and the factors identified in the Platform Safety Risk Model (see the Logistics Portal), including an umbrella policy framework for platform safety.
d. ProRail divides train paths between arrival and departure stations. The exact route between arrival and departure station at track level does not form part of the capacity allocation.
e. The planning norms and *Local particulars DONNA* as published on the Logistics Portal are the starting point for drawing up a timetable. The standards (which are also included in DONNA) and particulars apply to all phases of capacity allocation.

   ProRail can at own initiative or the request of one of more titleholders apply a lower standard, under the conditions below.
   - It serves a purpose: better compliance with market requirements and/or improved utilisation.
   - Any resulting delay is quickly remedied: the buffer shortfall is compensated by tolerance in the following process (running, stopping, succession, transfer or reversing).
   - A workable handling strategy is available: check for undesired/spontaneous sequence changes at crossover traffic, preferably no structural need for manual intervention by traffic control.
   - In the event of deviations below the technical minimum, a safety assessment has been made with a positive result, which has been established by ProRail.

84 See Section 10(1)(c) Railways Capacity Allocation Decree.

4.5.4.1 Train numbering

With a view to avoiding any misunderstanding in communication concerning trains, all trains are identified by means of a train number that is unique within a single day. These same train numbers are used in requests for capacity allocation, the recording of capacity allocation and for administrative purposes (such as the billing of track access charges).

Domestic train numbers
ProRail concludes agreements for each timetable with each of the railway undertakings on the numbers to be used for domestic traffic. These agreements also comprise the handling of supplements and changes during a timetable.

Train numbers for international traffic
Train numbers for international traffic for freight transport and passenger transport are allocated according to UIC leaflet 419-2 and UIC leaflet 419-1, respectively, by:

- DB Netze (traffic to and from Germany and onwards);
- Infrabel on behalf of SNCF Réseau (traffic to and from Belgium and onwards).

The railway undertaking operating a train from or to the Dutch-German border over the German network shall request the international train numbers for traffic over the Dutch-German border from DB Netz via the partner transport operator authorised in Germany. The railway undertaking operating a train from or to the Dutch-Belgian border over the Belgian network shall request the international train numbers for traffic over the Dutch-Belgian border from Infrabel via the partner transport operator authorised in Belgium. Infrabel and the Nord and West regions of DB Netz communicate the allocation of international train numbers directly to ProRail and to the partner transport company in Germany or Belgium. The detailed description of the procedure for obtaining an international train number can be found on the Logistics Portal (International ad hoc train number requests procedure).

Recording
The train numbers (both domestic and international) are recorded by ProRail in the TNR application (see Appendix 23, item 4.1). The train number list is continuously updated in the application. Railway undertakings can subscribe to the TNR application as part of the train path service and consult and/or export a real-time train number list themselves at any time.

The railway undertaking can submit proposals for changes to domestic train numbers at trainnumbers@prorail.nl. Change proposals for international train numbers go via DB Netz or Infrabel. ProRail will within three working days process any interim changes to the current timetable as submitted by the railway undertakings. These changes will come into force 5 working days after handling and mutual approval. Renumbering in no way affects capacity rights. ProRail and the railway undertaking will apply the current train numbering sequence as provided by the TNR application.

4.5.4.2 Ancillary systems for capacity allocation

The table below lists the ICT and information services that can be used for capacity location or in preparation thereof. The second column of this table gives a brief description of the functionality. The third column of this table contains a reference to the appendix for a detailed explanation.

Within these services, we distinguish between services made available from the train path service (see section 5.3.1) and services available as ancillary ICT or information service (see section 5.5). There are additional costs associated with ancillary ICT and information services.

Table 4.8 Ancillary systems for capacity allocation

Name	Function	For further information, see
As part of the train path service		

Name	Function	For further information, see
DONNA	Planning and requesting train paths, shunting paths and stabling capacity for the basic hour pattern, standard week and specific days.	Appendix 23 – 4.1
Btd-planner	Information on capacity for management purposes.	Appendix 23 – 6.1
Btd-planner report	An excerpt from the information from the Btd-planner system.	Appendix 23 – 6.1
TCR map	Geographical representation of all planned TCRs in the Netherlands.	Appendix 23 – 6.1
TCR files	Application for communication relating to BUTA < 36 hours.	Appendix 23 – 6.1
Order Portal[85]	Submission of capacity requests for train paths in the Netherlands.	Appendix 23 – 4.1
Path Coordination System (PCS, via RailNetEurope)	Submitting international capacity requests and receiving capacity offers.	Appendix 23 – 4.2
LOA-Online	Submitting, handling and recording of local orders for shunting routes.	Appendix 23 – 5.1
Mijn Treinen	Overview of all scheduled trains for the next 24 hours. With the possibility for the railway undertaking to perform certain interventions.	Appendix 23 – 4.1
TNR	Information on the allocation of train numbers to railway undertakings.	Appendix 23 – 4.1
Submission of capacity requests according to TSI TAF/TAP standard	The submission of capacity requests for train paths, the sending of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail on the basis of the TAF/TAP TSI messages:	Appendix 23 – 4.1
As ancillary ICT or information service		
FRISO (Flexible Rail Infra Simulation Environment)	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	Appendix 23 - 2.1
Spoorbezettingsplan	Information on the track occupation of the marshalling yards, as well as the planning for the next 16 hours.	Appendix 23 – 5.3

4.5.5 Dispute resolution

Coordination involves technical consultation between experts. The parties can have a difference of opinion resulting in a deadlock in case of a conflict. In order to maintain progress in the capacity allocation process, use is made of a dispute resolution procedure that produces a decision within 10 working days.[86]

An applicant or ProRail has the possibility to initiate dispute resolution during the timetabling coordination phase but no later than 10 working days before the determination of the capacity allocation of the timetable, in case of coordination between two or more conflicting applications. A titleholder can also invoke the dispute resolution procedure if it feels prejudiced by the manner in

[85] Depending on the budgeted number of train paths, a number of subscriptions to the Order Portal are made available per titleholder. Purchase above this number is considered an ancillary ICT service for which costs are charged.

[86] See Article 46(6) Directive 2012/34/EU and Section 4a Railway Capacity Allocation Decree.

which ProRail, in determining the capacity allocation, has deviated from the draft timetable presented by ProRail on an earlier occasion; in such a case, the titleholder must invoke the dispute resolution procedure within 5 working days of determination of the capacity allocation by ProRail.

The dispute resolution procedure prescribes a meeting whereby stakeholders are offered a fair hearing with the objective of resolving the conflict during the coordination process. If no solution is achieved, the chairman will pronounce his decision within ten working days of the dispute being submitted. This decision then serves as the point of departure for further coordination. In case of a conflict between a request by a titleholder and the required capacity for planned work on or near the main railway network, weekly TCRs or the reserved paths of the ad hoc estimate, the dispute will be handled by an independent third party, who will be appointed by ProRail with the approval of the titleholders. Handling of the dispute will in that case produce an advice from which ProRail may only for good reasons deviate in its capacity allocation. ProRail will communicate these reasons to the titleholders involved.

4.6 Congested railway infrastructure

Capacity bottlenecks can be signalled during the timetabling process or following a forecast of capacity requests for the near future. Bottlenecks may concern physical or other limitations (including noise and rail safety) of the capacity. This could lead to ProRail declaring parts of the railway infrastructure congested.[87] Following a congestion statement, ProRail will perform a capacity analysis[88] within 6 months. Within 6 months of completion of the capacity analysis, ProRail will draw up a capacity-enhancement plan[89] in consultation with the titleholders involved. Using a cost-benefit analysis, ProRail will establish the most cost-effective solution for the capacity-enhancement plan. Solutions can take the form of changes in either the infrastructure or the timetable. For an overview of published congestion statements, see item 3 of Appendix 10.

4.7 Exceptional transport[90]

4.7.1 When is Exceptional Transport (freight and passenger traffic) assumed[91]

Exceptional Transport applies in case of:

a. Running trains with railway vehicles exceeding the loading class as stated in the Register of Infrastructure (RINF).[92]
b. The running of railway vehicles whose loading gauge exceeds the permitted static loading gauge G2 in accordance with NEN-EN 15273-2:2013+A1:2017.[93]
c. The running of trains or vehicles under an exemption granted pursuant to the Railways Act, whereby specific conditions are to be agreed with the infrastructure manager.[94]

87 The congestion statement is available for consultation on the ProRail website. See also Appendix 10, item 3 of the Network Statement.
88 This analysis ensues from Section 7(2)(a) Railway Capacity Allocation Decree and can be consulted on the ProRail website.
89 This analysis ensues from Section 7(2)(a) Railway Capacity Allocation Decree and can be consulted on the ProRail website.
90 See also Network Statement section 2.3 and section 3.4.3.
91 See also Network Statement section 3.4.3.
92 See Network Statement section 2.3.5.
93 See Network Statement section 3.4.3; an exemption by the Minister of Infrastructure and Water Management under Section 38 in conjunction with Section 10(2) Rail Traffic Decree may be required.
94 Section 38 Rail Traffic Decree.

d. The running of railway vehicles which under the terms of the UIC regulations (Leaflet 50502-1) are qualified as Exceptional Transport.

In the above situations, an Exceptional Transport scheme is are necessary. ProRail does not admit railway vehicles as Exceptional Transport unless the applicable conditions – as prescribed in the schemes for Exceptional Transport – are met.

4.7.2 General points of departure (schemes) for Exceptional Transport

In case of Exceptional Transport, additional conditions for transport apply which are laid down in the following two distinct schemes and apply depending on the type of Exceptional Transport:
1. Standard schemes (see section 4.7.3)
2. Tailor-made schemes (see section 4.7.4)

In the case of Exceptional Transport, with regard to both passenger and freight transport, one of these scheme applies to Exceptional Transport, unless it concerns the type of passenger transport included in the annex to the Register of Infrastructure (RINF)[95], then these schemes are not necessary (see section 2.3.5 and section 4.7.3.1).

Additionally, the following general principles apply:
- If transport is characterised as Exceptional Transport according to IRS 50502, a tailor-made scheme is necessary. If the transport is not characterized as Exceptional Transport pursuant to IRS 50502, one of ProRail's standard schemes for Exceptional Transport may apply to that transport. In case no standard scheme is applicable to the Exceptional Transport, a tailor-made scheme will as yet be required.
- In case of Exceptional Transport, a railway undertaking ensures that - depending on the type of Exceptional Transport - the conditions from the standard or tailor-made scheme for Exceptional Transport are applied and complied with in its business operations.
- In the case of Exceptional Transport, a railway undertaking shall ascertain whether the route and speed of the train intended for the railway undertaking comply with the (standard or tailor-made) schemes applicable to that Exceptional Transport. If this is not the case, the railway undertaking shall either adjust the timetable so that it is in accordance with the existing standard or tailor-made scheme, or request ProRail to adjust the tailor-made scheme.
- For services relating to Exceptional Transport, see section 5.4.3. Further information on the procedure for reporting Exceptional Transport and the schemes applicable to Exceptional Transport can be found on the Logistics Portal.

4.7.3 Standard schemes

ProRail has designed two types of standard schemes for Exceptional Transport:
1. The standard scheme for bulk transport (see also section 2.3.5).
2. The standard scheme for out-of-gauge transport (out-of-gauge transport[96], see also section 3.4.3 and UIC IRS00596).

Depending on the dimensions, weight or nature of the load, one or both of the standard schemes may apply to Exceptional Transport.

4.7.3.1 Standard scheme for bulk traffic

The standard scheme for bulk traffic apply in the case of Exceptional Transport where the loading of the transport as stated in the Register of Infrastructure (RINF) is exceeded (see sub a in section 4.7.1). The Exceptional Transport user instructions (GVS00094, see the Logistics Portal), also called the standard scheme for bulk traffic, states the possibilities for this type of Exceptional Transport. This standard scheme for bulk traffic describes:

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95 This list is available under parameter 1.1.1.1.2.4.4 (Document with the procedure(s) for static and dynamic route compatibility checks - List of vehicles for Annex to RINF).

96 This is also called combined transport or intermodal transport.

- The type/class of transport: a number of standard classes, referring to loading classes C3, C4, D2, D3, D4, E4, E5 according to NEN-EN 15528, a number of standard classes for which no loading class NEN-EN 15528 has (yet) been developed and a number of specific types of railway vehicles.
- For each type/class of transport, the route section on the Dutch main railway network on which this transport is permitted and the associated speed restrictions

A railway undertaking may use the allocated capacity without ProRail's permission in the event of Exceptional Transport that fits within one of the above-mentioned types/classes of transport and in accordance with the standard scheme for bulk traffic. In that case, the following applies:

- If a transport falls within one of the loading classes referred to in NEN-EN 15528 (loading classes C3, C4, D2, D3, D4, E4 or E5), it is sufficient if a railway undertaking indicates in the timetable documents for the benefit of all those involved in the transport operation, by means of a reference to the loading class of the train concerned, that the standard scheme for bulk traffic applies to that transport operation (example: '45109 - D4').
- If the transport does not fall within one of these loading classes mentioned in NEN-EN 15528, a railway undertaking can only submit an application to the ProRail One-Stop-Shop for Exceptional Transport (for contact details, see section 0) if it accepts the applicability of this standard scheme for the transport in question. The One-Stop-Shop then refers in the standard scheme for bulk traffic to the restrictions falling under that particular class/type of transport.
  This is also the case if in a situation, such as in the case of intervention, it is necessary to deviate from routes where the relevant loading class is permitted and where there are restrictions on the diversion route. At that moment, a railway undertaking must ensure that Traffic Control is informed that a train has exceeded the loading class permitted on the route section to be followed.

4.7.3.2 Standard scheme for out-of-gauge transport[97]

This standard scheme applies in the case of Exceptional Transport where the loading profile of the transport is exceeded[98] (see sub d in section 4.7.1). Coded wagons and intermodal loading units in classes BP1, BP2 and BP3 may use the allocated capacity with this Exceptional Transport without permission from ProRail if the railway undertaking complies with the conditions of the standard scheme for out-of-gauge transport as stated in the Standard conditions for out-of-gauge transport codes 1-2-3 (see the Logistics Portal). A railway undertaking shall indicate in the timetable documents and in DONNA for the benefit of all parties involved in the transport, by adding BP1, BP2 and BP3 to the train number, that this concerns Exceptional Transport to which the standard scheme for out-of-gauge transport applies.

4.7.4 Tailor-made schemes

For other Exceptional Transport (see sub c, d, and e in section 4.7.1), railway undertakings can apply for a tailor-made scheme for Exceptional Transport at the ProRail One-Stop-Shop for Exceptional Transport via oss-bv@prorail.nl. This tailor-made scheme states the permitted route, the period of validity, the operational conditions, the exemptions obtained and, if applicable, the permissible dimensions and/or weight. A railway undertaking shall indicate in the timetable documents for the benefit of all parties involved in the transport that it concerns Exceptional Transport to which a tailor-made scheme applies by adding 'BV' to the train number and referring to the number of the tailor-made scheme concerned.

ProRail shall make every effort to inform the applicant within ten days of the application for a tailor-made scheme whether Exceptional Transport is possible and, if so, under what conditions. For services relating to Exceptional Transport, see section 5.4.3.

Regulation to be agreed upon

► ProRail wishes to include the above schemes about Exceptional Transport in the Access Agreement. ◄

97 This is also called combined transport or intermodal transport.
98 See Appendix 12.

4.8 Changes to allocated train paths

4.8.1 Changes to allocated train paths by the railway undertaking

Titleholders may submit changes to the capacity already allocated to them. The titleholder can submit a change request in four ways:

- With a TSI path-modification message (see section 5.3.1 and Appendix 23, item 4.1).
- Via the ICT service Order Portal (see section 5.3.1 and Appendix 23, item 4.1).
- Via the ICT service Mijn Treinen (see section 5.3.1 and Appendix 23, item 4.1).
- Via the ICT service DONNA (see section 5.3.1 and Appendix 23, item 4.1).

In all cases, stabling and/or shunting capacity directly associated with the train path (including, for example, TimeSpaceSlots) is part of the cancellation.

4.8.2 Changes to allocated train paths by the infrastructure manager

The infrastructure manager may make changes to capacity already allocated to titleholders. For a more detailed process description, see section 4.3.

4.8.3 Unused capacity for train paths

Withdrawal of capacity by ProRail
If it becomes clear one hour before departure that the capacity will not or cannot be used by the titleholder, ProRail is entitled to grant the capacity to other titleholders. ProRail will then withdraw the allocated capacity.

ProRail can reclaim the capacity rights if a titleholder within a period of at least 1 month (i.e.: thirty consecutive days starting at any given date) uses less than 80% of the capacity for public passenger transport on route sections and platform tracks allocated in the timetable (including change sheets), or uses less than 50% of the capacity for other purposes, not being public transport. Calculation takes place on the basis of (related) train number per traffic day. After each calendar month, ProRail will test the utilisation of the allocated train paths (see Article 9 of the General Terms & Conditions). In the event of force majeure, the railway undertaking must report this to ProRail before the end of the calendar month. ProRail will then assess whether force majeure has occurred.

Non-utilisation or non-use as referred to in this section includes the situation whereby the train does not appear to have the characteristics specified at the time of the application for capacity and on the basis of which the application was distributed, whereby on the basis of those characteristics the physical and environmental feasibility has been tested by ProRail in a timely and verifiable manner. For penalties for not using train paths, see section 5.6.3.

The non-utilisation of the train path due to causes attributable to ProRail, fluctuations in market conditions, public holidays, unavailability of related rail capacity at terminals, transhipment companies, industrial estates or foreign infrastructure managers, etc., is deemed to be included in the 80% and 50% percentages respectively, which apply as the utilisation limits that, if exceeded, may lead to the withdrawal of capacity by ProRail.

4.8.4 Cancellation of train paths by the railway undertaking

Cancellation of allocated capacity by the railway undertaking
The following applies to the cancellation of allocated capacity: as soon as the titleholder knows that a train starting in the Netherlands will not use the allocated capacity, this is reported to ProRail, so that ProRail can reallocate the released capacity.

The railway undertaking can cancel capacity in four ways:
- With a TSI path-modification message (see section 5.3.1 and Appendix 23, item 4.1).
- Via the ICT service Order Portal (see section 5.3.1 and Appendix 23, item 4.1).
- Via the ICT service Mijn Treinen (see section 5.3.1 and Appendix 23, item 4.1).
- Via the ICT service DONNA (see section 5.3.1 and Appendix 23, item 4.1).

Cancellations due to the application of predefined interventions (see section 6.3.2) do not have to be reported by the railway undertaking.

ProRail takes the initiative to cancel incoming trains from abroad. After consultation with the railway undertaking and the neighbouring infrastructure manager, ProRail will withdraw the allocated capacity insofar as the foreign infrastructure manager involved in that path does not make the connecting capacity available.

In all cases, stabling and/or shunting capacity directly associated with the train path (including, for example, TimeSpaceSlots) is part of the cancellation. Arrangements for the cancellation of allocated stabling and shunting capacity at marshalling yards are described in Chapter 7, section 7.3.5.3.7. For penalties for cancelling trains (not in time), see section 5.6.4.

4.9 Redesign capacity allocation process (TTR)

4.9.1 Objectives

RailNetEurope (RNE) and Forum Train Europe (FTE), supported by the European Rail Freight Association (ERFA), are working at European level on a redesign of the capacity allocation process called Time Table Redesign (TTR)[99]. The aim of TTR is to increase the competitiveness of rail transport by harmonising and improving the European timetabling system.

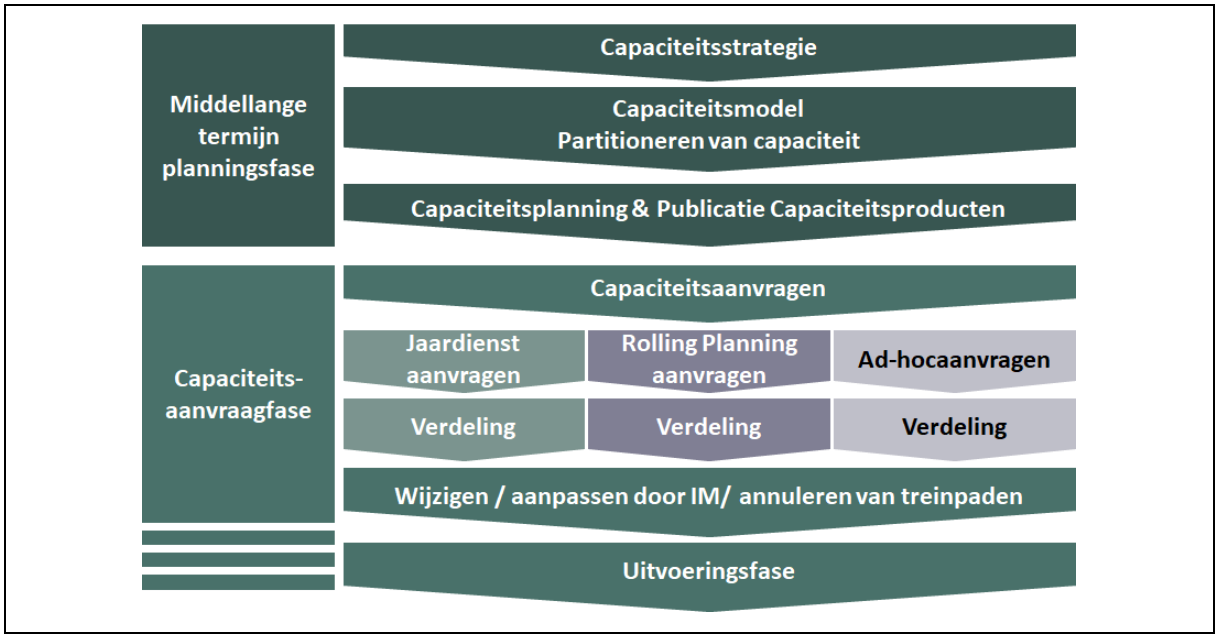
TTR consists of several components, including the improved planning of infrastructure capacity, including TCRs on the railways and the introduction of new capacity allocation processes. Digitisation is an important part of TTR.

The aim is to make the process of capacity planning and distribution better suited to the wishes of the various market segments and to optimize the use of capacity on the existing infrastructure. For passenger traffic in particular, this will result in earlier availability of the final timetable, with the result that passengers will be able to purchase a ticket earlier and with higher reliability. For the majority of freight traffic, TTR leads to more flexibility and better train paths in the ad hoc process so that customer requirements can be better met. Detailed information on the TTR project is available on the websites of RailNetEurope and Forum Train Europe.

4.9.2 Process elements

The TTR process consists of the following components:

[99] In 2021, RailNetEurope formally changed the name TTR to TTR For Smart Capacity Management because this name better reflects what TTR stands for.



The main TTR components are explained in more detail below.

- *Capacity strategy (X-60 to X*-36 months)*:
  The capacity strategy is the infrastructure manager's long-term capacity planning for a given line, part of the network or the whole network. The main objective of the capacity strategy is to provide early information on the available capacity on the network and the expected capacity requirement. The capacity strategy enables the infrastructure manager to share this expected capacity requirement and available capacity with neighbouring infrastructure managers and titleholders.

- *Capacity model (X*-36 to X*-18 months) with a breakdown by type of capacity*[100]:
  The capacity model contains a detailed estimate of expected capacity demand and is divided into segments for passenger trains, freight trains and capacity for published TCRs. Titleholders have the possibility to provide input on the capacity model by announcing their future capacity requirements and can react to the proposed allocation of capacity. The announcement of the capacity requirement and capacity model are described in section 4.9.3.2.

- *International coordination of TCRs*:
  TCRs may be necessary for maintenance, renewal or realisation of infrastructure. TCRs are subdivided according to their impact on capacity in the categories very large, large, medium and limited. These TCRs are necessary to keep the infrastructure in a good condition and to further expand the infrastructure in accordance with market needs (see Chapter 4.3 for further information).

- *Feasibility studies*
  Titleholders can apply for a feasibility study to be carried out from 17 months before the new timetable takes effect, for example to gain insight whether the new timetable offers scope for new transport. In the case of an international request, the study will be carried out by the relevant infrastructure managers. Conducting a feasibility study does not affect the segmentation of capacity in the capacity model described in section 4.9.3.2.

- *Capacity offer*[101]:

100 ProRail anticipates that the capacity model will not be fully implemented in 2025.
101 ProRail anticipates that the capacity model will not be fully implemented in 2025.

Between X*-18 and X*-11 months, the capacity model will be further detailed by ProRail, in cooperation with railway undertakings. Capacity in segments is translated into the number of running options per hour, the time position and characteristics of the path are added and the availability of the path during the timetable is added.

- *Capacity requests for the timetable*:
  Capacity reserved for the timetable or which can be used for late requests when capacity has not been used for timetable requests.

- *Capacity requests for rolling planning*:
  Capacity reserved in bandwidths for a given time window or in the form of system paths that can be requested taking specific request deadlines into account.

- *Capacity for ad hoc requests*:
  Residual capacity for capacity requests made in the ad hoc phase.

Table 4.9 Schedule for the TTR capacity management process

Time in months until start new timetable	Management	Traffic
X-60 to X-36 (published on 28 June 2022)	Publication capacity strategy, see section 4.9.3.1.	
X-24	Publication TCRs that have very large or major impacts on train traffic, see section 4.3.2.2.1.	
X-21 to X-18 (published on...)	Publication capacity model, see section 4.9.3.2. ..	
From X-17	Possible request to carry out a feasibility study	
X-12	Publication Capacity Allocation for Management Letter, see section 4.3.2.2.2.	
X-18 to X-11		Preparation timetabling phase, see section 4.5.0.
X-11		• Publication pre-arranged paths • Publication capacity offer

**X refers to the start date of the 2025 timetable*.

4.9.3 Implementation

ProRail participates in the TTR implementation and follows the joint timeline of the European infrastructure managers for implementation at national level. The TTR approach is tested in pilots with the aim of evaluating the process and contributing improvements to the TTR process prior to national implementation (see section 4.9.4 for further information).

4.9.3.1 Capacity strategy

As a first step in the national implementation, ProRail drew up the capacity strategy for the 2025 ad 2026 timetables in 2022 (see the ProRail website). The capacity strategy is ProRail's long-term capacity planning that provides early initial insight into available capacity on the future infrastructure and expected capacity requirements. The capacity strategy is shared and coordinated by ProRail with infrastructure managers in neighbouring countries and titleholders. No rights can be derived from this document.

ProRail annually expands the scope of the capacity strategy with the aim that the capacity strategy will cover the entire railway network by the 2028 timetable. In determining the capacity strategy, ProRail follows the agreements as laid down in the Handbook for Procedures Capacity Strategy, which can be viewed on the RailNetEurope website.

The draft and final versions of the capacity strategy are published on the ProRail website and on the RailNetEurope (RNE) website in both Dutch and English. Comments from stakeholders on the draft version of the capacity strategy can be submitted via ttr@prorail.nl.

4.9.3.2 Capacity model and segmentation

ProRail has piloted a capacity model for international train paths for the 2025 timetable. No rights can be derived from this 2025 capacity model (see the ProRail website). ProRail coordinates its capacity models with neighbouring countries before final publication.

4.9.3.2.1 Announcement of future capacity requirements

Titleholders can announce their future capacity requirements to ProRail between 26 and 24 months prior to the start of a new timetable. This future capacity requirement is not binding. Submission of these capacity requirements can take place as part of the MLT process (see sections 2.6.1 and 4.5.0).

4.9.3.3 International coordination of TCRs

ProRail has implemented the 'International coordination of temporary TCRs' process component, see section 4.3.2.3.

4.9.3.4 Feasibility studies

See section 4.9.2.

4.9.3.5 Capacity offer

ProRail has partially implemented the 'Capacity offer' process component. The capacity offer consists of a non-binding updated capacity model published on X-11.

4.9.3.6 Capacity requests for rolling planning:

Capacity requests cannot yet be submitted for the rolling planning phase in the 2025 timetable.

4.9.4 Early implementation of one or more TTR process elements

TTR has been tested in pilots since the 2020 timetable. The aim is to check whether the new processes meet expectations and to make adjustments before they are implemented across Europe and to implement improvements in the sector at an early stage. ProRail is involved in the pilot Paris-Antwerp-Rotterdam-Amsterdam. If additional agreement are required to implement the capacity management and capacity allocation process in the pilot, they will be submitted to the Allocation Table for approval.

4.10 Principles for capacity allocation on international rail freight corridors

In order to implement the ruling of the European Court of Justice (Fifth Chamber) of 24 June 2021 in the case between DB Netz and the Federal Republic of Germany (Case C-12/20), an identical description of the principles of capacity allocation in the timetable phase and the ad hoc phase on these rail freight corridors has been agreed for all international freight corridors. This description can

be found in the *Corridor Information Documents Book 4*, which are available via the following hyperlinks:

- Rail Freight Corridor Rhine-Alpine
- Rail Freight Corridor North Sea – Mediterranian
- Rail Freight Corridor North Sea – Baltic

5 Services and charges

5.1 Introduction

This chapter deals with the services provided by ProRail for use of the railway infrastructure and supplementary facilities by railway undertakings and other titleholders. In addition, this chapter describes the services offered with regard to planning and executing the timetable and performance analysis.

The services are classified according to Annex II to Directive 2012/34/EU:
- Minimum access package (Category 1 services, section 5.3).
- Access to and use of facilities and provision of services (Category 2 services, Chapter 7).
- Supplementary services (Category 3 services, section 0).
- Ancillary services (Category 4 services, section 5.5).

All services stated in this chapter that are offered by ProRail are governed by the General Terms & Conditions (see Appendix 5). If additional conditions are attached to the use of a service, this is stated for each service in the terms of delivery and/or user conditions.[102]

As regards ICT and information services (ancillary services, as referred to in section 5.5), ProRail reserves the right to limit new or extra authorisations for a service, or to (temporarily) refuse access to a service if this request or extension cannot be delivered within the current capacity of the service. For most ICT and information services, a Service Level Agreement (SLA) forms part of the Access Agreement. Agreements are laid down in this SLA about the costs, (user) conditions and service levels of the ICT or information service.

Regulation to be agreed upon

► The services to be acquired by the railway undertaking, comprising at least the train path service of the basic access package, are laid down in the Access Agreement.◄

5.2 Charging principles

Track access charge

The term 'track access charge' is a collective term for the various charges paid by railway undertakings to ProRail for the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith.

The track access charge consists of:
1. The charge for the basic access package (Category 1 services)[103], ossibly supplemented by a charge as referred to in Sections 62(2) and 6(a)[104] and (b)[105] Railways Act.
2. The charge for the (access to) service facilities and services provided in those facilities (Category 2 services)[106], to the extent that they are offered by ProRail.

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[102] Terms of delivery are the terms and conditions applied by ProRail to the purchase of the relevant service. The user conditions specify the resources required by the railway undertaking to make use of the service as well as the terms to be complied with by the railway undertaking when making use of the service.

[103] See Annex II, point 1 to the Directive.

[104] See Section 7 Railway Capacity Allocation Decree.

[105] See Implementing Regulation 2015/429 laying down the modalities for levying charges for the costs of noise pollution and Article 11b Decision Implementing Directive 2012/34/EU on establishing a single European railway area.

[106] See Annex II, point 2 to the Directive.

3. The charge for supplementary services (Category 3 services)[107] to the extent that they are offered by ProRail.
4. The charge for supplementary services (Category 4 services)[108] to the extent that they are offered by ProRail.
5. Levies, discounts, addition or deduction as referred to in Section 62(6)(c), (d)[109], (f) and (g) Railways Act.

The charges for the various components of the track access charge are stated in this chapter, with the exception of the charges for the (access to) service facilities and services provided in those facilities (Category 2 services), which are stated in Chapter 7.

Charging principles

Regulation to be agreed upon
► The charges are agreed between ProRail and the railway undertaking and laid down in the Access Agreement, in accordance with the statutory provisions. ◄

Charging framework
The statutory charging framework, as referred to in Directive 2012/34/EU, Article 29(1), comprises:
a. Section 62 Railways Act.
b. Implementation Directive 2012/34/EU on establishing a single European railway area.
c. Implementing Regulation (EU) 2015/909 on the modalities for the calculation of the costs directly incurred as a result of operating the train service.

Cost allocation and rate calculation Category 1 services (basic access package)
For the allocation of the costs for the Category 1 services offered and the calculation of the charges for these services, ProRail uses the method described in the *Method for allocation of costs to the basic access package 2023 - 2025* dated 29/03/21. This document is available on the ProRail website.[110]

On the Logistics Portal, ProRail provides titleholders with a calculation of the charges, in line with the allocation method, for the various services falling under the basic access package to be applied for the year 2025 (document: *Calculation track access charge 2023-2025 dated 1 June 2022*).

Cost allocation and rate calculation category 3 services (ancillary services)
For the allocation of costs for the additional Category 3 services offered, namely EnergieVerzamelapplicatie (EVA, Energy Collection Application) and Exceptional Transport, ProRail uses the methods described in the documents *Method of allocating costs to the EVA service 2023 - 2025* dated 10 December 2021 and *Method of allocating costs to the Exceptional Transport service 2023 - 2025* dated 10 December 2021. These documents are available on the ProRail website.

Cost allocation and rate calculation Category 4 services (ancillary services)
For the allocation of the costs for access to the telecommunications network and the provision of additional information, being Category 4 ancillary services offered, ProRail uses the method described in the document *Method for the allocation of ancillary ICT services 2023 – 2025* dated 10 December 2021. For the allocation of the costs for the ProRail ERTMS Integration La (PREI), being a Category 4 ancillary service offered, ProRail uses the method described in the document *Method of allocating costs to the ProRail ERTMS Integration Lab 2023 - 2025* dated 5 August 2022. These documents are available on the ProRail website. These documents are available on the ProRail website.

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107 See Annex II, point 3 to the Directive.
108 See Annex II, point 4 to the Directive.
109 See HSL Levy Decree.
110 This method of allocation was approved by the ACM in a decision dated 8 April 2021 (reference ACM/UIT/549649).

Extra levy
By means of the extra levy, an additional part of the costs for management, maintenance and replacement (MMR) of the track is charged to railway undertakings pursuant to Section 62(6)(c) Railways Act. No additional charge will be set for the 2025 timetable.

Rules of procedure
► Agreement on the charges is subject to the rules below.
a. The charges, surcharges, additions, deductions and discounts as included in the Network Statement are non-negotiable.
b. All charges are agreed in the Access Agreement, on the understanding that the cancellation charges and surcharges for scarce capacity described in the Network Statement are already applicable at the time a capacity request is submitted for the 2025 timetable. ◄

The services to be provided are settled on the basis of actual use or in accordance with scheduled use or agreed consumption, as indicated in sections 5.3, 0 and 5.5.

The charges set out in sections 5.3, 0 and 5.5 are exclusive of VAT. The charges are based on price level 2024, unless stated otherwise. These charges will later be indexed to price level 2025. For further explanation, see section 5.8.1. For the period from 15 December 2024 up to and including 31 December 2024, the charges in the Network Statement 2024 in force on 15 December 2024 apply.

Decisions of competent authorities or court rulings may give rise to changes in these procedures, rules and timetables following the publication of the Network Statement.

5.3 Minimum access package and charges

The minimum access package covers all services to reserve and use capacity for train traffic on the main railway network and other railway networks managed by ProRail.[111] The basic access package comprises the following services:

1. Train path
2. Platforms
3. Tractive power supply

5.3.1 Train path

Train path		
1. General information		
1.1	Service	The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	The use of train paths according to the right to train paths acquired through the capacity allocation process. This includes the following elements: *Capacity allocation*

[111] See section 1 of Annex II to Directive 2012/34/EU.

<table>
<tr><th colspan="3">Train path</th></tr>
<tr><td></td><td></td><td>
a. For the processing of requests, returns and changes to infrastructure capacity[112], the following ICT and information services are made available:
- ICT and information services related to submitting or changing a capacity request and confirming departure (see Appendix 23, item 4.1): 'Submit capacity requests according to TSI TAF/TAP standard', Order Portal, Mijn Treinen, DONNA and Treinnummerlijst.
- ICT and information services related to information on and coordination of capacity for works (see Appendix 23, item 6.1):
Btd-planner, Btd-planner Reports, TCR map,
TCR files.
- ICT and information services related to shunting (see Appendix 23, item 5.1):
LOA-Online.

Depending on the budgeted number of train paths, a number of subscriptions to the Order Portal are made available per titleholder according to the table below.

<table>
<tr><th>Budgeted traffic volume per year (train kilometres)</th><th>Number of subscriptions to the Order Portal</th></tr>
<tr><td>from 50 million</td><td>150</td></tr>
<tr><td>from 5.0 million</td><td>50</td></tr>
<tr><td>between 2.5 and 5.0 million</td><td>25</td></tr>
<tr><td>between 1.0 and 2.5 million</td><td>15</td></tr>
<tr><td>to 1.0 million</td><td>8</td></tr>
</table>
b. The reserving of capacity according to the agreed capacity allocation.
c. The provision of information necessary to operate the train service for which capacity has been obtained, via, among others, the applications RailMaps (see Appendix 23, item 1.1) and Signposts (WVK) (see Appendix 23, item 3.1) and the information on Temporary Speed Restrictions (see Appendix 23, item 3.1).

Use of the main railway network
d. The use of the tracks on route sections and stations for train movements.
e. The stationary use of tracks at marshalling yards insofar as necessary for traffic handling (passing, direction changes, etc.) according to the agreed capacity allocation or any interventions required.
f. The stationary use of platform tracks insofar as necessary for the (dis)embarking of passengers.
g. The registration of freight train loads. The WLIS application is made available for this purpose, see item 5.1 in Appendix 23.

Traffic control
h. The traffic control for both centrally and locally controlled areas, including the use of GSM-R Voice Rail Safety, the radio-communication system for rail safety, as described in item 7.1 of Appendix 23.

Real-time information on the train service
i. The provision of information to the railway undertaking about train service handling via the SpoorWeb application (see item 8.1 of Appendix 23).
j. The provision of real-time information on train movements via the application SpoorViewer (see item 9.1 of Appendix 23).
k. The provision of planning and performance information on the basis of the TSI TAF/TAP messages (see item 9.1 of Appendix 23).
</td></tr>
</table>

[112] Trains subject to the track access charge exemption scheme (due to instructions by ProRail) can only be requested on the basis of a timetable entered in DONNA by the applicant or on request via the Order Portal and/or via the 'Capacity requests and planning and performance information service' (in accordance with the TAF/TAP TSI standard).

<table>
<tr><th colspan="3">Train path</th></tr>
<tr><td></td><td></td><td>Depending on the budgeted number of train paths, a number of subscriptions to SpoorWeb and SpoorViewer are made available per titleholder according to the table below.
<table>
<tr><th>Budgeted traffic volume per year (train kilometres)</th><th>Number of subscriptions to SpoorViewer</th><th>Number of subscriptions to SpoorWeb</th></tr>
<tr><td>from 50 million</td><td>150</td><td>80</td></tr>
<tr><td>between 5.0 and 50 million</td><td>50</td><td>40</td></tr>
<tr><td>between 2.5 and 5.0 million</td><td>25</td><td>20</td></tr>
<tr><td>between 1.0 and 2.5 million</td><td>15</td><td>8</td></tr>
<tr><td>to 1.0 million</td><td>8</td><td>4</td></tr>
</table>
Information on the performed train service
l. The provision of information on train service performance: Standard Report Traffic Performances, Standard Report Monitoring and Standard provision of traffic performance data (see item 10.1 of Appendix 23).
m. The possibility of accepting or rejecting the causes of train deviations assigned to railway undertakings via the Monitoring-Approval application (see item 10.2 of Appendix 23).
Depending on the budgeted number of train paths, a number of subscriptions to Monitoring-Approval are made available per titleholder. The standard for this is 1 subscription per 1,000,000 budgeted train kilometres per year, with a minimum of 2 subscriptions.
Emergency handling
n. The services of ProRail’s emergency organisation pertaining to alarm signals, the evacuation and clearing of the tracks after accidents and irregularities, as well as the re-railing of railway vehicles and moving damaged railway vehicles to a safe place where they will not hinder traffic. This also includes the integral coordination of the operations of railway undertakings, as well as coordination with the competent authorities and the emergency services. Not included are the external out-of-pocket costs incurred by the Incident Response Department as part of their response, such as hiring equipment and/or (facilities for) personnel. These costs are charged to the party that caused the response or to the party to whom the response can be attributed. </td></tr>
<tr><td colspan="3">3. Description of the facility</td></tr>
<tr><td>3.1</td><td>Locations</td><td>Main railway network</td></tr>
<tr><td>3.1.1</td><td>Opening times</td><td>7 x 24 with exception of TCRs.</td></tr>
<tr><td>3.1.2</td><td>Technical characteristics</td><td>See Chapter 2 of this Network Statement</td></tr>
<tr><td>3.1.3</td><td>Planned changes</td><td>The planned changes are stated in Appendix 10 Infrastructure projects and studies.</td></tr>
<tr><td colspan="3">4. User costs</td></tr>
</table>

<table>
<tr><th colspan="3">Train path</th></tr>
<tr><td>4.1</td><td>Information related to the track access charge</td><td>The rate per train kilometre for the train path service depends on the weight class of the train and is:
<table>
<tr><th>Weight category of the train</th><th>Rate (per train kilometre)</th></tr>
<tr><td>up to 120 tons</td><td>€ 0.4330</td></tr>
<tr><td>from 121 to 160 tons</td><td>€ 0.5413</td></tr>
<tr><td>from 161 to 320 tons</td><td>€ 0.6885</td></tr>
<tr><td>from 321 to 600 tons</td><td>€ 0.9570</td></tr>
<tr><td>from 601 to 1,600 tons</td><td>€ 1.5373</td></tr>
<tr><td>from 1,601 to 3,200 tons</td><td>€ 1.8534</td></tr>
<tr><td>from 3,201 tons</td><td>€ 2.0093</td></tr>
</table>
The volume of use, is determined on the basis of actual use of train paths. ProRail registers the distances travelled in the traffic control systems. These distances are rounded to 0.1 km. Distances < 3.0 km as well as distances travelled on decommissioned tracks are not taken into account.

Train tonnages are measured using ProRail’s weighing systems. Trains that pass multiple weighing points during their trip are settled at the average tonnage measured at the various weighing points. Tonnages are rounded to 1 ton. Trains that do not pass a weighing point during their run or for which no measured weight is available are settled at a standard train weight agreed in the Access Agreement.

N.B. The ICT services Order Portal, SpoorWeb, SpoorViewer and Monitoring-Approval are both a Category 1 service (as part of the train path service, within the graduated scale) and a Category 4 service (outside the graduated scale). A separate charge is due for subscriptions for more applications to these ICT services than those stated under 2.1 (see sub a, i, j and m). See section 5.5.2. ProRail will on exceedance of the number of allocated subscriptions contact the railway undertaking before providing further access to the ICT service.</td></tr>
<tr><td>4.2</td><td>Information relating to the discount on the track access charge</td><td>Zero rate exemption scheme relating to management
For the use of capacity in connection with the performance of instructions given by ProRail in respect of railway network management, a charge of nil shall be set for the train path service. To this end, ProRail allocates a number of specific series of train numbers, which may be used exclusively for traffic run in the performance of instructions given by ProRail.

Exemption scheme Enschede – Enschede Grens
The volume of the use of train paths on the Enschede-Enschede Grens (direction Gronau) route section will, due to the absence of recording traffic control systems, be settled on planning basis. In determining the weight category, the unladen weight of a train set type normally deployed by the railway undertaking is assumed. To compensate for any kilometres not run, 98.5% of the scheduled train kilometres are invoiced.</td></tr>
<tr><td colspan="3">5. User conditions</td></tr>
<tr><td>5.1</td><td>Legal requirements</td><td>Special schemes apply to Exceptional Transport. For this, see section 4.7 and section 5.4.3.

As regards the access or departure by service personnel of the railway infrastructure via stations and platforms, railway undertakings are notified of that stated in section 7.3.2.2.1 with respect to access control facilities.

Titleholders who do not qualify as railway undertaking can exclusively acquire from ProRail item a (with the exception of the LOA-Online and Mijn Treinen applications) whereby a maximum of eight accounts on the Order Portal can be purchased, as well as b and c (exclusively the RailMaps application) of the part of this service indicated under 'description'. With regard to the 'Capacity requests and planning and performance information according to TAF/TAP TSI standard' service, the titleholder shall, on the basis of Article 6 of the General Terms and Conditions, be given access to all planning and performance information of the railway undertaking concerned, which has agreed to this at the request of the titleholder.</td></tr>
</table>

Train path		
		Also applicable are the terms of delivery stated in the tables and appendices as referred to in the description of the service.
5.2	Technical requirements made of railway vehicles	See section 3.2 Access requirements
5.3	Independent use	N/A
6. Capacity request		
6.1	Access request	Train paths shall be applied for in accordance with the procedures laid down in Chapter 4. Train paths are allocated with the capacity allocation letter and agreed in the Access Agreement.

5.3.2 Platforms

Platforms		
1. General information		
1.1	Service	The Platforms service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	The use of passenger platforms for the (dis)embarking of passengers. The platform is defined as the elevation along the track at a station or stop where passengers can embark and disembark. Facilities on or around a platform are not part of this service. For this, see the service in section 7.3.2. For information known access control facilities, see section 7.3.2.1.
3. Description of the facility		
3.1	Locations	On the offered stations in the Netherlands. For an overview, see Appendix 25.
3.1.1	Opening times	Except in case of TCRs, platforms are accessible to passengers from 30 minutes before the start of the timetable until 30 minutes after the last train in the timetable.
3.1.2	Technical characteristics	An optimal stop is provided by a passenger platform with the following characteristics: • ProRail has started an '*Adjust platform height accessibility (P76)*' programme aimed at bringing all platforms to the standard height (based on European regulations and national agreements regarding rail accessibility). Ever more platforms now meet this standard, but there are also platforms that are not yet adjusted. For information about which platforms have been adjusted and information about known current platform heights, consult the Register of Infrastructure (RINF). • An adjusted platform meets the following standards: - The platform height is at 760mm +top of rail, with a tolerance in the management phase of -35/+30mm. - The nominal distance from the edge of the platform to the centre of the track is 1700mm, with a tolerance in the management phase of -50/+35mm. • The following applies to platforms that have not yet been adjusted: - In practice, platform heights may range from a minimum of 500mm to a maximum of 1000mm +top of rail. - Situations exist where the distance from the edge of the platform to the centre of the track ranges from a minimum of 1650mm to a maximum of 1900mm. • The gradient of the platform does not, in principle, exceed 2.5‰ (1:400). It may, in incidental cases, rise to a maximum of 12‰ owing to spatial restrictions. • In case of horizontal curves at platforms, ProRail applies a horizontal curve radius that generally is not smaller than R=1000m. Curve radii smaller than 250m occur in incidental cases owing to spatial restrictions. • In case of vertical curves at platforms, ProRail applies a vertical curve radius that generally is larger than R=15,000m. Curve radii up to R = 2500m may occur owing to spatial restrictions. • Higher passing speeds than 160 km/h are not permitted along passenger platforms.

<table>
<tr><td></td><td></td><td>• A general list of effective platform lengths is provided in Appendix 19 Platform lengths, a detailed statement of effective platform length per station, per platform track and per direction of traffic is available for consultation on the Logistics Portal.</td></tr>
<tr><td>3.1.3</td><td>Planned changes</td><td>The planned changes are stated in Appendix 10 Infrastructure projects and studies.</td></tr>
<tr><td colspan="3">4. User costs</td></tr>
<tr><td>4.1</td><td>Information related to the track access charge</td><td>The charge per stop for the Platform service depends on the station class where the stop is made and amounts to:
<table><tr><th>Station class</th><th>Charge (per stop)</th></tr><tr><td>Stop</td><td>€ 0.09</td></tr><tr><td>Basic</td><td>€ 0.36</td></tr><tr><td>Plus</td><td>€ 0.87</td></tr><tr><td>Mega</td><td>€ 1.33</td></tr><tr><td>Cathedral</td><td>€ 2.52</td></tr></table>
The volume of use, the number of stops, is determined on the basis of actual use.

The classification into 5 station categories (stop, basic, plus, mega, cathedral) is provided in Appendix 25 and is based on the estimated numbers of (dis)embarking and transferring passengers, with the threshold values <1000 / 10,000 / 25,000 / 75,000 / >75,000 (dis)embarking and transferring passengers per day.

In setting the charge, the number of stops for every train for which a passenger train running characteristic is entered is determined on the basis of the departure and short stop activities in the ProRail traffic control systems.</td></tr>
<tr><td>4.2</td><td>Information relating to the discount on the track access charge</td><td>Exemption scheme Enschede – Enschede Grens
Use of the Platforms service for trains on the Enschede-Enschede Grens (direction Gronau) route section will, due to the absence of recording traffic control systems, be settled on planning basis. To compensate for any kilometres not run, 98.5% of the scheduled stops are invoiced.</td></tr>
<tr><td colspan="3">5. User conditions</td></tr>
<tr><td>5.1</td><td>Legal requirements</td><td>Users of the service are railway undertakings that have a valid Access Agreement.

Railway undertakings are notified that the text on access control facilities in section 7.3.2.2.1 relates to access or departure by service personnel of the railway infrastructure via stations and platforms.</td></tr>
<tr><td>5.2</td><td>Technical requirements made of railway vehicles</td><td>See Chapter 3 of the Network Statement.</td></tr>
<tr><td>5.3</td><td>Independent use</td><td>Railway undertakings can make independent use of this service.</td></tr>
<tr><td colspan="3">6. Capacity request</td></tr>
<tr><td>6.1</td><td>Access request</td><td>Access to the platforms is agreed in the Access Agreement.</td></tr>
</table>

5.3.3 Tractive power supply

<table>
<tr><th colspan="3">Tractive power supply</th></tr>
<tr><td colspan="3">1. General information</td></tr>
<tr><td>1.1</td><td>Service</td><td>The Tractive power supply service falling under Category 1 of Annex II to Directive 2012/34/EU.</td></tr>
<tr><td>1.2</td><td>Service provider</td><td>ProRail</td></tr>
<tr><td>1.3</td><td>Term of validity</td><td>The service is offered during the term of the Network Statement.</td></tr>
<tr><td colspan="3">2. Function</td></tr>
<tr><td>2.1</td><td>Description</td><td>This service comprises the use of the tractive power supply systems. This service does not comprise the supply of electric tractive power, see the services in section 5.4.1.</td></tr>
<tr><td colspan="3">3. Description of the facility</td></tr>
<tr><td>3.1</td><td>Locations</td><td>On the electrified tracks that are part of the main railway network, see 5.4.1 of the Network Statement.</td></tr>
<tr><td>3.1.1</td><td>Opening times</td><td>Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.</td></tr>
</table>

<table>
<tr><th colspan="3">Tractive power supply</th></tr>
<tr><td>3.1.2</td><td>Technical characteristics</td><td>Depending on the route section, ProRail offers a number of types of tractive power supply systems. These consist of overhead lines from which tractive power can be drawn. See also section 2.3.9 and Appendix 8, item 2 of the Network Statement.</td></tr>
<tr><td>3.1.3</td><td>Planned changes</td><td>The planned changes to the infrastructure are stated in Appendix 10 Infrastructure projects and studies.</td></tr>
<tr><td colspan="3">4. User costs</td></tr>
<tr><td>4.1</td><td>Information related to the track access charge</td><td>The charge for use of the tractive power supply is settled in proportion to the number of kilowatt hours delivered via the tractive power supply, with a distinction according to consumption on the 1500 V DC network and the 25 kV AC network. The charge per kilowatt hour for the use of the tractive power supply is shown below.
<table><tr><th>Charge (per kilowatt hour)</th></tr><tr><td>€ 0.022597</td></tr></table>
The charge for the transport of electric tractive power invoiced by network operators to ProRail is included in this rate. Further information is available in section 5.4.1.1 of this Network Statement.

ProRail invoices the charge for use of the tractive power supply on the basis of the electrical energy consumed. Information about the amount of energy consumed is supplied to ProRail by Eress (VIVENS and CIEBR).</td></tr>
<tr><td>4.2</td><td>Information relating to the discount on the track access charge</td><td>Zero rate exemption scheme relating to management
For the use of capacity in connection with the performance of instructions given by ProRail in respect of railway network management, a charge of nil shall be set for the tractive power supply service. To this end, ProRail allocates a number of specific series of train numbers, which may be used exclusively for traffic run in the performance of instructions given by ProRail.</td></tr>
<tr><td colspan="3">5. User conditions</td></tr>
<tr><td>5.1</td><td>Legal requirements</td><td>Pursuant to the Electricity Act 1998, ProRail is designated as 'manager of a private network' for the management of the tractive power supply network. In this capacity, ProRail requires the parties who make use of this facility to submit a periodic statement of their actual and expected power consumption, with a distinction according to consumption on the 1500V DC network and the 25kV AC network.

The terms of delivery applicable to the use of tractive power supply systems are stated in Appendix 24.</td></tr>
<tr><td>5.2</td><td>Technical requirements made of railway vehicles</td><td>Locomotives shall have current take-up systems appropriate to the applicable tractive power system on a specific route section.</td></tr>
<tr><td>5.3</td><td>Independent use</td><td>Railway undertakings can make independent use of this service.</td></tr>
<tr><td colspan="3">6. Capacity request</td></tr>
<tr><td>6.1</td><td>Access request</td><td>• Access to the tractive and power supply system is agreed in the Access Agreement.
• The use of electric tractive power is linked to the capacity allocation. The process for requesting access is described in section 4.5 of the Network Statement.</td></tr>
</table>

5.3.4 Extra levy

No additional charge will be set for the 2025 timetable.

5.4 Additional services and charges

ProRail distinguishes the following supplementary services within the Category 3 services[113]:

1. Traction energy, distinguished in:
   a. Transport of electric tractive power.
   b. Supply of electric tractive power.
2. EnergieVerzamelApplicatie (EVA, Energy Collection Application)
3. Facilitating Exceptional Transport.
4. Services for railway vehicles:
   The use of train preheating is described in section 7.3.5.2.5. ProRail does not offer any other services for railway vehicles in Category 3.

5.4.1 Tractive power

5.4.1.1 Transport of electric tractive power

Transport of electric tractive power		
1. General information		
1.1	Service	Transport of electric tractive power
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Transport of electric tractive power.
3. Description of the facility		
3.1	Locations	The tracks that are fitted with an overhead line.
3.1.1	Opening times	Regular opening hours: Monday to Sunday 00:00-23:59 hrs.
3.1.2	Technical characteristics	N/A
3.1.3	Planned changes	The planned changes to the infrastructure are stated in Appendix 10 Infrastructure projects and studies.
4. User costs		
4.1	Information related to the track access charge	The transport costs of tractive power charged to ProRail by grid managers are included in the charge for the minimum access package for the tractive power supply service.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	Use of the overhead line infrastructure is included in the basic access package. The terms of delivery applicable to the use of tractive power supply systems are stated in Appendix 24.
5.2	Technical requirements made of railway vehicles	See section 2.3.9 and Appendix 8, item 2 of the Network Statement.
5.3	Independent use	N/A
5.4	IT systems	N/A
6. Capacity request		
6.1	Access request	The use of electric tractive power is linked to the capacity allocation. The process for requesting access is described in section 4.5 of the Network Statement.

[113] See section 3 of Annex II to Directive 2012/34/EU.

5.4.1.2 Supply of electric tractive power

The service Supply of electric tractive power is performed by VIVENS and CIEBR. For further information on the supply of electrical tractive power, see the list of rail-related services and third-party service facilities on the ProRail website.

5.4.2 Energy Collection Application (EVA)

<table>
<tr><th colspan="3">EVA</th></tr>
<tr><td colspan="3">1. General information</td></tr>
<tr><td>1.1</td><td>Service</td><td>EnergieVerzamelApplicatie (EVA, Energy Collection Application)</td></tr>
<tr><td>1.2</td><td>Service provider</td><td>ProRail</td></tr>
<tr><td>1.3</td><td>Term of validity</td><td>The service is offered during the term of the Network Statement.</td></tr>
<tr><td colspan="3">2. Function</td></tr>
<tr><td>2.1</td><td>Description</td><td>This application facilitates the settlement of energy costs for tractive power consumed by railway undertakings. This service concerns the collection of specific rolling stock information of railway undertakings and the enrichment of performed traffic data with this specific rolling stock information. The collected data is delivered to ERESS (VIVENS and CIEBR). ERESS combines the information with data from certified measuring systems in the locomotive for the purpose of settling the energy costs of electricity consumed and for the billing of the charge for the tractive power supply service offered as part of the basic access package.

The activities and systems of ERESS, VIVENS and CIEBR do not belong to this EVA service.</td></tr>
<tr><td colspan="3">3. Description of the facilities</td></tr>
<tr><td>3.1</td><td>Locations</td><td>N/A</td></tr>
<tr><td>3.1.1</td><td>Availability</td><td>Availability: 7 x 24 hours</td></tr>
<tr><td>3.1.2</td><td>Technical characteristics</td><td>The data for EVA is provided by railway undertakings via the Common Interface in the form of TCM and PTCPM messages.</td></tr>
<tr><td>3.1.3</td><td>Planned changes</td><td>There are no planned changes.</td></tr>
<tr><td colspan="3">4. User costs</td></tr>
<tr><td>4.1</td><td>Information regarding the track access charge</td><td>The charge for the EVA service is calculated on the basis of the number of kilowatt hours supplied via the traction and energy supply. The rate per kilowatt hour for the EVA service is:

<table><tr><th>Charge (per kilowatt hour)</th></tr><tr><td>€ 0.000384</td></tr></table></td></tr>
<tr><td>4.2</td><td>Information relating to the discount on the track access charge</td><td>N/A</td></tr>
<tr><td colspan="3">5. User conditions</td></tr>
<tr><td>5.1</td><td>Legal requirements</td><td>EVA is made available to all titleholders with an Access Agreement.</td></tr>
<tr><td>5.2</td><td>Technical requirements made of railway vehicles</td><td>N/A</td></tr>
<tr><td>5.3</td><td>Independent use</td><td>N/A</td></tr>
<tr><td>5.4</td><td>IT systems</td><td>N/A</td></tr>
<tr><td colspan="3">6. Capacity request</td></tr>
<tr><td>6.1</td><td>Access request</td><td>N/A</td></tr>
<tr><td>6.2</td><td>Handling time</td><td>N/A</td></tr>
<tr><td>6.3</td><td>Information on capacity availability and TCRs</td><td>N/A</td></tr>
</table>

5.4.3 Facilitating Exceptional Transport

<table>
<tr><th colspan="3">Facilitating Exceptional Transport</th></tr>
<tr><td colspan="3">1. General information</td></tr>
<tr><td>1.1</td><td>Service</td><td>ProRail facilitates Exceptional Transport by railway undertakings with standard and tailor-made schemes. Facilitating exceptional transport is a service under category 3 of Annex II, Directive 2012/34/EU.</td></tr>
<tr><td>1.2</td><td>Service provider</td><td>ProRail</td></tr>
<tr><td>1.3</td><td>Term of validity</td><td>The service is offered during the term of the Network Statement.</td></tr>
<tr><td colspan="3">2. Function</td></tr>
<tr><td>2.1</td><td>Description</td><td>Standard schemes and tailor-made schemes for Exceptional Transport, see sections 3.4.2 and 4.7 of the Network Statement.</td></tr>
<tr><td colspan="3">3. Description of the facility</td></tr>
<tr><td>3.1</td><td>Locations</td><td>This service is provided on the main railway network.</td></tr>
<tr><td>3.1.1</td><td>Opening times</td><td>N/A</td></tr>
<tr><td>3.1.2</td><td>Technical characteristics</td><td>See section 4.7 Exceptional Transport.</td></tr>
<tr><td>3.1.3</td><td>Planned changes</td><td>The planned changes are stated in Appendix 10 Infrastructure projects and studies.</td></tr>
<tr><td colspan="3">4. User costs</td></tr>
<tr><td>4.1</td><td>Information related to the track access charge</td><td>No specific charges apply to the 'Facilitating Exceptional Transport' service, if use is made of standard schemes offered by ProRail.

A charge is applied for tailor-made schemes. The charge per requested tailor-made scheme for Exceptional Transport is:

<table><tr><th>Charge (per requested tailor-made scheme)</th></tr><tr><td>€ 206.24</td></tr></table>
See section 4.7 Extraordinary Transport for the conditions of a tailor-made scheme.

N.B.
• In principle, no tailor-made scheme is required for six-axle wagons. However, as there is no specific code in DONNA for this type of wagon, railway undertakings shall apply for a tailor-made scheme in this case. In case of six-axle wagons for domestic transport, a charge for a tailor-made scheme is not due. If a tailor-made scheme is required as a result of the UIC scheme (see section 4.7.1, item d), the charge for a tailor-made scheme is due.
• The charge applies to each requested tailor-made scheme. Changes to tailor-made schemes that have already been granted will not be charged.</td></tr>
<tr><td>4.2</td><td>Information relating to the discount on the track access charge</td><td>Zero rate exemption scheme relating to management

For tailor-made extraordinary transport schemes involving the use of capacity in connection with the performance of instructions given by ProRail in respect of railway network management, a charge of zero shall be set for the Exceptional Transport service. An applicant for capacity who wants to see the zero rate scheme applied for a tailor-made scheme must state this in his application for a tailor-made extraordinary transport scheme.</td></tr>
<tr><td colspan="3">5 User conditions</td></tr>
<tr><td>5.2</td><td>Technical requirements made of railway vehicles</td><td>See section 4.7 Exceptional Transport.</td></tr>
<tr><td>5.3</td><td>Independent use</td><td>N/A</td></tr>
<tr><td>5.4</td><td>IT systems</td><td>N/A</td></tr>
<tr><td colspan="3">6 Capacity request</td></tr>
<tr><td>6.</td><td>Request</td><td>Request via the One-Stop-Shop, oss-bv@prorail.nl</td></tr>
</table>

5.5 Ancillary services and charges

ProRail distinguishes the following support services within the Category 4 services[114]:

1. Access to the telecommunications network.
2. Provision of additional information..
3. Inspection of railway vehicles.
4. Special maintenance services and facilities.

5.5.1 Access to the telecommunications network

With regard to access to the telecommunications network, the GSM-R Handhelds and GSM-R Other rail-related voice and data services are offered in addition to the GSM-R Voice Safety service (see item 7.1 of Appendix 23), which is part of the minimum access package. Voor de details, see item 7.2 of Appendix 23. For the possible applications of the GSM-R Handhelds and GSM-R Other rail-related voice and data services, contact informatiediensten@prorail.nl.

A charge applies for the GSM-R Handhelds and GSM-R Other rail-related voice and data ancillary services. The charge is shown in the third column of the table. The fourth column of this table contains a reference to the appendix for a detailed explanation.

Table 5.2 Ancillary services for access to the telecommunications network, including charge.

Name	Function	Charge	For further information, see
Type			
GSM-R Handhelds	Operational voice communication (point-to-point and group communication via handhelds at marshalling yards or in tunnels). The Voice Rail Safety service is also supported within GSM-R Handhelds.	On request (tailor-made)	Appendix 23 – 7.2
GSM-R Other rail-related voice and data	Operational voice communication (point-to-point via handhelds at marshalling yards or tunnels) and data communication (text, circuit switched or packet switched for telemetry applications).	On request (tailor-made)	Appendix 23– 7.2

The services are offered exclusively to railway undertakings.

5.5.2 Provision of additional information.

The table below lists the ancillary ICT and information services that are offered in the areas of preparation, timetable planning, timetable performance, testing options and performance analysis. For a number of specific ICT and information services, a graduated scale is applied. The purchase of subscriptions to these services within the graduated scale is part of the train path service (see section 5.3.1). When additional subscriptions are purchased (i.e. above the graduated scale) these are offered by ProRail as an ancillary service.

Charges are levied for a number of ancillary services for the provision of additional information. The charges are shown in the third column of Table 5.3. The fourth column of this table provides a reference for a detailed explanation.

[114] See section 4 of Annex II to Directive 2012/34/EU.

Table 5.3 Ancillary services for the provision of additional information, including charge.

Name	Function	Charge	For further information, see
Information on the railway infrastructure and/or service facilities			
Provision of tailor-made railway infrastructure data via Infra-Atlas	Tailor-made data on the functionality of the railway infrastructure using Infra-Atlas data.	On request (tailor-made)	Appendix 23 – 1.2
Provision of Geodata	Provision of GPS/RD data on: • Centre of the track • Coupling point • Stations • Timetable points	No charge applicable	Appendix 23 – 1.2
Simulation environments			
FRISO (Flexible Rail Infra Simulation Environment)	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	€ 5,225[115]	Appendix 23 - 2.1
NEO Simulation	Carrying out a simulation for testing innovations with the aim of improving train running.	On request (tailor-made)	Appendix 23 - 2.1
ProRail ERTMS Integration Lab (PREI)	Performance of (chain) integration tests between ERTMS on-board equipment and ERTMS trackside equipment in the ProRail ERTMS Integration Lab (PREI) with the aim of eliminating compatibility risks.	On request (tailor-made) A fee of €2,303 per day will be charged for the use of the ProRail ERTMS Integration Lab.	Appendix 23 - 2.1
Information for drivers			
RouteLint	Real-time information for the driver on the traffic situation on his route.	€ 0.009675 Per forecast train kilometre	Appendix 23 - 3.2
ORBIT	Gives the driver a warning if a stop signal is approached at too high a speed.	€ 0.008389[116] Per forecast train kilometre	Appendix 23 - 3.2
Submitting or changing a capacity request and confirming departure			
Order Portal	Submission of capacity requests for train paths in the Netherlands.	€ 1,397 Per account above applied graduated scale	Appendix 23 - 4.1
Shunting			
Spoorbezettingsplan	Information on the track occupation of the marshalling yards, as well as the planning for the next 16 hours.	No charge applicable	Appendix 23 - 5.3

115 For FRISO, in addition to a charge, licence costs for the use of the simulation platform Enterprise Dynamics apply.

116 This concerns the charge for use; the implementation concerns customisation for which a price proposal is made on request.

Name	Function	Charge	For further information, see
Information on and coordination of incidents and contingencies			
SpoorWeb	Communication in case of contingencies.	€ 3,530 Per account above applied graduated scale	Appendix 23 – 8.1
Tailor-made incident data	Provision of tailor-made incident data. - Current Standard Obstruction Measures - Data related to an undesired event, limited to a specific titleholder	On request (tailor-made)	Appendix 23 - 8.2
Information for intervention purposes			
SpoorViewer	Real-time information on train movements	€ 129 Per account above applied graduated scale	Appendix 23 – 9.1
MeekijkVOS	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	€ 2,287 Per account	Appendix 23 - 9.2
Punctuality map	The punctuality map gives real-time graphical information on the punctuality of passenger train services.	No charge applicable	Appendix 23 - 9.2
Provision of planning and performance information according to the NL standard	Provision of real-time traffic plan data, related changes to the train service and performance information.	€4,932[117] Per connection	Appendix 23 - 9.2
Provision of rolling stock and train positioning service (MTPS)	The provision of real-time data on train positions on the basis of train detection systems.	No charge applicable	Appendix 23 - 9.2
Information on and coordination of the delivered performance			
Information on train service performance: tailor-made reports, provision of data and analyses.	Tailor-made report, provision of data and analysis of the train service performance.	On request (tailor-made)	Appendix 23 - 10.1
Monitoring-Approval	Possibility to accept or reject the causes of train deviations registered by ProRail.	€ 1,099 Per account above applied graduated scale	Appendix 23 - 10.2
TOON	Information on realised train movements	€ 439 Per account	Appendix 23 - 10.3
Sherlock	Support in the analysing of train performances	On request (tailor-made)	Appendix 23 - 10.3
Information on railway vehicles			

[117] This concerns the charge for use, the implementation concerns customisation for which a price proposal is made on request.

Name	Function	Charge	For further information, see
WILD and Hotbox detection systems	Revision of the various monitoring data on, for example, axle loads and wheel temperatures of passing railway vehicles.	On request (tailor-made)	Appendix 23 - 11.1

The services are provided exclusively to railway undertakings, unless stated otherwise.

The charge due is calculated on an annual basis, unless otherwise agreed. When concluding the Access Agreement, it will be determined which ICT and information services will be purchased and which associated costs will be charged.

5.5.3 Inspection of railway vehicles

ProRail does not perform any inspections of railway vehicles. The inspection of railway vehicles is carried out by inspection bodies designated by the Minister of Infrastructure and Water Management for the approval and certification of new and revised railway vehicles. The inspection bodies are stated on the ILT website.

5.5.4 Special maintenance services and facilities[118]

Special maintenance facilities are available at overhaul and maintenance firms. ProRail. An overview of the suppliers of rail-related services and service facilities known to ProRail can be found on the ProRail website.

5.6 Financial penalties, incentives and compensation

5.6.1 Penalties for changing train paths by titleholders

No financial penalties in the form of levies or additions apply to the changing of train paths by titleholders.

5.6.2 Penalties for changes to train paths by the infrastructure manager

No financial penalties in the form of levies or additions apply to the changing of train paths by titleholders.

5.6.3 Penalties for not using train paths

The penalty for not using a train path without cancellation is equal to the price for cancelling after scheduled departure in Table 5.4 in section 5.6.4.

5.6.4 Penalties for cancellation of train paths

A cancellation charge applies for not cancelling or not using train paths in time. The purpose of the cancellation charge is to encourage the efficient use of capacity. Railway undertakings and ProRail owe a charge as shown in Table 5.4.

[118] Maintenance facilities intended for high-speed trains or other types of rolling stock requiring specific facilities and associated major maintenance services.

Table 54 Cancellation charge for railway undertakings and ProRail

Time of cancellation	Charge (per path) (share of train path price*)
After scheduled departure	100%
< 24 hours before departure	50%
Between 24 hours and 4 days	0%
Between 5 days and 30 days	0%
Between 31 days and 60 days	0%
> 60 days before scheduled departure	0%

*Train path charge as stated in section 5.3.1 calculated based on the standard weight of the train type.

Which trains are subject to a charge is based on information from the ProRail systems. The VOS traffic control system, in which ProRail (Traffic Control) records the plan change reason, is used for this purpose. Table 5.5 below shows for each plan change reason whether a cancellation charge is due.

Table 5.5 Cancellation charge per plan change reason (later than 24 hours prior to departure)

Charge	Plan change reason VOS
Railway undertaking pays charge to ProRail	• Order
ProRail pays charge to railway undertaking	• BUTA and CVB (capacity demand management)
No charge	• SW file (SpoorWebdossier) • TAD (train handling document) • Previous IM (previous infrastructure manager) • VSM (instruction measure) • ROD (regional venting timetable) • LUD (nationally depleted timetable)
Only charge for railway undertaking or ProRail if the context shows that it is a chargeable reason	• Other

5.6.5 Incentives and discounts

5.6.5.1 Capacity surcharge

By applying the capacity surcharge, ProRail and the titleholders concerned can reach agreement on competing requests in the sense of Section 7(1) Railway Capacity Allocation Decree. The capacity surcharge is applied if no agreement can be reached during coordination on competing requests for transport. Use of the surcharge may facilitate agreement. The capacity surcharge is not applied if the requests can be handled to the satisfaction of the applicants involved.

The capacity surcharge for train paths is calculated as follows:

- The affected railway infrastructure is that part of the main railway network where the requests conflict with one another. Examples are: the route section between two timetable points, a platform track, a connection/flyover.
- The period of 'congestion' is the time, rounded to whole minutes, during which the competing requests occur. This can re-occur several times during the timetable.

- Each train path that was part of the competing timetable request and that uses the railway infrastructure concerned during the period of congestion is subject to a surcharge of € 100.

5.6.5.2 Discount for framework agreements

ProRail does not offer framework agreements.

5.6.5.3 ERTMS discount

ProRail offers no discount on the track access charge for the application of ERTMS in trains.

5.6.6 Compensation for planned temporary capacity restrictions (TCR)

In the context of determining capacity for works as described in sections 4.3.2.2 and 4.3.2.3, ProRail may agree on financial compensation to titleholders other than the track access charge. Under the condition that the alternative transport plan is workable, this compensation agreement is chosen together with the preferred restriction variant drawn up by ProRail, subject to the conditions stated below.

As regards the application of the provisions regarding compensation in this section, the manner of financing of works from the newbuild budget or the modernisation budget is determinative for the qualification of works as conversion or modernisation works. If modernisation works lead to major changes in track design and is in fact a conversion, the rules under section 5.6.6.1 may apply. This is determined the regional user consultations, after coordination with all parties.

5.6.6.1 Compensation for conversion works

a. In case of newbuild works, the out-of-pocket costs of replacement transport made by the railway undertaking are compensated only on the basis of quotes agreed in advance by ProRail.
b. In case of newbuild works, no compensation is paid for diverted passenger and freight trains. No additional compensation shall be granted for any additional stabling costs.
c. If conversion works cause an infrastructure function to be unavailable for longer than 6 weeks (average term of a change sheet), and the negative impact thereof on the normal timetable traffic can only be resolved by a diversion over other route sections, the resulting extra additional out-of-pocket costs of the titleholder, properly specified and substantiated, will be borne by ProRail.

5.6.6.2 Compensation for modernisation works

a. Passenger transport operators can, in case of planned modernisation works (large-scale maintenance and renewal) qualify for compensation, in the instances and to the degree described below.
    i. Compensation is provided if and to the extent that a restriction (partly) falls during normal working days (not low passenger traffic periods) and if the morning and/or evening peaks are affected; the compensation then applies to the cancelled train kilometres of the trains during those working days.
    ii. No compensation is provided in case of TCRs during weekends, night-time, off-peak hours, low traffic periods (i.e., school holidays and official public holidays) and the day between a public holiday and a weekend) or if the through traffic is not affected.
    iii. The compensation is calculated by means of an amount per cancelled train kilometre of a normal traffic situation as a result of the TCR.
    iv. The compensation for passenger transport depends on the category to which the affected route section is allocated and amounts to:
        - For Category 1 route sections: € 13 per cancelled train kilometre according to the timetable.
        - For Category 2 route sections: € 7 per cancelled train kilometre according to the timetable.

    The route sections are shown in section 5.6.6.4.

b. Freight transport operators can, in case of planned modernisation works (large-scale maintenance and renewal) on freight corridors (see section 5.6.6.5) qualify for compensation, in the instances and to the degree described below.
   i. No compensation is provided in the case of TCRs during weekends (Saturday 00.00 hrs to Monday 06.00 hrs) or in low freight traffic periods (i.e., public holidays and the day between an official public holiday and the weekend), in case the TCR lasts shorter than 12 hours, or if the through train traffic is not affected.
   ii. Compensation is provided if and in so far as a TCR (partly) falls during normal working days (not low freight traffic periods) and if the TCR lasts longer than 12 hours; the compensation then applies to those trains that have not run according to the originally planned route during those working days.
   iii. Compensation is calculated on the basis of an amount for each freight train affected by the TCR. For a definition of an affected train, see section 5.6.6.5;
   iv. Compensation per freight train is determined in accordance with the provisions under compensation rate in section 5.6.6.5.

c. Private passenger transport operators can, in case of planned modernisation works (large-scale maintenance and renewal) qualify for compensation for seasonal trains that cannot run on the initially requested route. The compensation amounts to € 16 per extra train kilometre between the diversion according to the Corridor Book and the initially requested route.

If, in ProRail's exclusive opinion, strict application of this compensation scheme would lead to a situation that would clearly be considered unreasonable, it is possible to deviate from the above.

5.6.6.3 Compensation for combinations of works

If modernisation works are combined with newbuild works, the compensation is calculated as the average compensation that would apply if no combination of works was present. The calculation is weighted according to the duration of works and, if applicable, the transport flows affected, with the nature of works determining the final payment per transport flow. This applies to both passenger and freight train operators. If the duration of a combination of TCRs is less than 10% of the other restriction, this is not regarded as a combination for the compensation scheme.

5.6.6.4 Criteria for the scheme for passenger trains

For the application of the compensation scheme for passenger trains, the route sections have been divided into two categories:

Category 1:
- Den Helder – Alkmaar – Amsterdam Centraal – Eindhoven – Maastricht – Eijsden border / Heerlen
- Woerden – Leiden – Haarlem – Amsterdam Centraal
- Rotterdam Centraal / Den Haag Centraal – Utrecht Centraal – Zwolle – Groningen / Leeuwarden
- Amsterdam Centraal – Amersfoort – Deventer – Enschede / Oldenzaal Grens
- Amsterdam Centraal – Schiphol Airport – Den Haag HS – Rotterdam Centraal – Roosendaal – Vlissingen / Roosendaal Grens
- Schiphol Airport – Duivendrecht – Lelystad – Zwolle
- Amsterdam - Hilversum – Utrecht Centraal – Arnhem – Zevenaar Grens / Nijmegen
- Zwolle – Arnhem – 's-Hertogenbosch
- Roosendaal / Lage Zwaluwe – Breda – Tilburg – Boxtel / 's-Hertogenbosch
- Eindhoven – Venlo
- Amsterdam – Schiphol – Nieuw Vennep – Rotterdam (HSL Zuid Noordtak) – Breda grens (HS-Zuid Zuidtak)

Category 2: all other route sections, which are not allocated to Category 1.

For the schemes, see sections 5.6.6.1 and 5.6.6.2.

5.6.6.5 Criteria for the scheme for freight trains

The definition and rates below apply supplementary to the compensation scheme for freight trains as described in section 5.6.6.2, item b.

Determining the number of trains for compensation (definition of affected trains)
The compensation is calculated over the average number of trains that during the same period as the TCR (in terms of duration, day type and time) have actually run on the cancelled route section during one and two weeks before the TCR and one and two weeks after the TCR. This is based on trains registered as freight trains in Spoorkompas. In case of a non-obstructive TCR, any freight trains that have run during the TCR are deducted.

Rate
The compensation rate for freight trains depends on the route section on which the TCR took place and is expressed as an amount per affected train (see definition above). The rates for the most popular freight routes are stated in Table 5.5 below. A specific compensation rate is determined on a case-by-case basis in the event of TCRs that affect multiple route sections, whereby the customary diversion routes cannot be used.

Table 5.5 Compensation rate for freight trains

Route section	Compensation rate
Amersfoort – Deventer	€ 610
Amersfoort - Zwolle	€ 370
Amersfoort – Duivendrecht Aansluiting	€ 850
Amersfoort – Utrecht	€ 610
Almelo – Mariënberg	€ 130
Alphen a/d Rijn – Gouda	€ 370
Amsterdam Centraal – Breukelen	€ 610
Breda – Roosendaal	€ 610
Breda – Tilburg	€ 610
Breukelen – Utrecht	€ 130
Boxtel – Eindhoven	€ 850
Boxtel – Vught Aansluiting	€ 370
Beverwijk – Haarlem	€ 850
Eindhoven – Roermond	€ 370
Eindhoven – Venlo Grens	€ 850
Gouda – Harmelen Aansluiting	€ 370
Haarlem – Amsterdam Sloterdijk	€ 850
Harmelen Aansluiting – Breukelen	€ 850
Harmelen Aansluiting – Utrecht	€ 130
's-Hertogenbosch – Lunetten	€ 610
Kijfhoek – Lage Zwaluwe	€ 610
Kijfhoek – Meteren Aansluiting	€ 610
Leeuwarden – Meppel	€ 610
Meppel – Onnen	€ 610
Meteren Aansluiting - Zevenaar Oost	€ 610
Roermond – Sittard	€ 1,330
Roermond – Venlo	€ 1,090
Gouda – Rotterdam Zuid	€ 370
Deventer – Oldenzaal Grens	€ 850
Sittard – Eijsden Grens	€ 610
Sittard – Haanrade Grens	€ 1,330
Tilburg – Boxtel	€ 610
Tilburg – Vught Aansluiting	€ 370

Utrecht – Zevenaar Oost	€ 130
Zwolle – Mariënberg	€ 1,090
Lage Zwaluwe – Breda	€ 370
Lage Zwaluwe – Roosendaal	€ 1,330

5.6.7 Compensation freight transport operators ad hoc capacity for works

Pursuant to point b) of section 4.3.2.3, titleholders and ProRail are given the opportunity, when agreeing to the capacity change, to impose the condition that any disadvantage they suffer as a result of a deviation from previously allocated capacity is compensated.
The compensation concerns the direct operating costs listed in Table 5.6 or the out-of-pocket costs[119], including replacement transport, which are reimbursed on the basis of a specification.

The following rates apply as compensation[120] for the disadvantage suffered as a result of deviating from previously allocated capacity (within the meaning of section 4.3.2.3 of this Network Statement). On the open track, the compensation is calculated per extra kilometre of diversion. If the allocated train has to depart later or earlier or has to stop along the way because of works at a marshalling yard, compensation is calculated based on delayed minutes or out-of-pocket costs for replacement transport. ProRail has based these rates on the calculations of the costs incurred for the Third Rail project and have been tested by TNO and the European Commission.

Table 5.6 Compensation for changed capacity

Compensation for changed capacity per additional (diverted) km/min. compared to originally distributed km/min.	Rate (per train kilometre)
Extra compensation train path service (depending on weight) and/or stabling and shunting service (depending on track length)	€ *
Extra locomotive costs	€ 3.28
Extra energy costs	€ 2.46
Extra driver costs	€ 1.27

* The amount of the compensation depends on the weight as referred to in 5.3.1 Train path, section 4.1 of the table.

Table 5.7 Compensation for cancelled capacity

Compensation for cancelled capacity per km without alternative (km of the original route)	Rate (per train kilometre)
Total	€ 12.28

Calculation example per kilometre: A freight train with capacity rights from Maasvlakte West via Moerdijk bridge to Venlo will, in case of an ad hoc TCR on the Moerdijk Bridge that is requested two weeks before performance and for which no alternative timetable is available within 5 hours via, for example, Utrecht, be entitled to a compensation amount of 191.8 km x € 12.28 / km = € 2,355.30. The additional compensation for the train path service and/or stabling and shunting service are also applicable.

Calculation example per minute: A freight train with capacity rights from Pernis to Maasvlakte West will, in case of an ad hoc TCR at the Botlek tunnel requested two weeks before performance with a delay of 30 minutes, be entitled to a compensation amount of 30 minutes x € 3.28 locomotive + 30 minutes x € 2.46 energy + 30 minutes x € 1.27 driver = € 210.30. The additional compensation for the train path service and/or the stabling and shunting service are also applicable.

119 Out-of-pocket costs are additional costs incurred by a railway undertaking as a result of the TCR such as, for example, hiring equipment and/or facilities for staff and/or the additional deployment of staff.

120 Compensation is exclusive of VAT and based on price level 2023. For further explanation, see section 5.8.2.1.

The starting points for the compensation scheme are:

- Only allocated rights that are affected by ad hoc works and lead to the diversion or cancellation of a train are eligible for compensation of the direct operating costs.
- The diversion or cancellation of a train is regarded as a deviation from the previously allocated capacity.
- A train will be considered cancelled if no alternative path can be offered on the Combined Network or the Betuweroute within 3 hours of the last allocated capacity, where the train has not run and the cause is attributable to the work. In such cases, the kilometres of the original path shall be considered as the train kilometres eligible for compensation as referred to in Table 5.7.
- Compensation will only apply if the titleholder consents to accommodation of works and deviations from the previously allocated capacity.
- Light locomotives are excluded from compensation for cancelled capacity as set out in Table 5.7, but are not excluded from compensation for loss of changed capacity as set out in Table 5.6.
- Disadvantage resulting from a train diversion shall not be compensated if compensation has been paid for cancellation of the same train.

5.6.8 Compensation freight transport operators during conversion of Kijfhoek shunting hump

Reason
Due to the replacement of the infrastructure and underlying systems of the pump system at the Kijfhoek shunting hump, part of the splitting tracks will be unavailable during part of 2025. Railway undertakings may claim compensation for (part of) the costs caused by the traffic consequences of the TCR as a result of these works.

This compensation is based on section 5.6.6.2 Compensation for modernisation works, part b, taking into account the rates, as described in Table 5.5 under section 5.6.6.2. In short, ProRail is making a compensation scheme available for the temporary to diversion of the activities of stabling, handling and/or sorting freight trains from Kijfhoek to other shunting locations during the period of conversion of Kijfhoek.

ProRail has set the amount of compensation at the compensation rate applicable for an obstruction of the Kijfhoek - Meteren route section. This amount is in line with the Network Statement and amounts to € 610 per affected train (see Table 5.5). To limit the administrative burden of this scheme, ProRail uses one generic amount for the entire period of the conversion, making no distinction between the route that titleholders actually run with the trains and the locations to which they divert. ProRail awards this compensation because of the temporary additional costs of railway undertakings (at alternative locations) due to long-term operations at alternative locations during the conversion and the associated diversion costs.

Definition of affected trains
The definition of an affected train in this context is: a train which in the normal situation (without the conversion works) would be handled on the splitting tracks at Kijfhoek and for which the capacity is distributed in the timetable, but which during conversion diverts to an alternative (shunting) location outside Kijfhoek. This is subject to the condition that the wagons/train in question have/has an origin and/or destination within the Netherlands. In this way, ProRail compensates railway undertakings for the changes and extra handling in the logistics plan both in the Netherlands and abroad. Handling includes the activities of hump shunting, stabling, combining and splitting of trains. Trains that would only undergo handling on tracks other than the Kijfhoek splitting tracks, such as the arrival and departure tracks, do not count as affected trains. For trains with a handling on the Kijfhoek splitting tracks, arriving trains count as affected trains; departure trains do not count as affected trains here. The compensation scheme also applies when a titleholder is demonstrably forced to deploy extra trains as a result of the conversion - or when trains have to divert again to an alternative location from a diversion location because of works.

In line with the above definition, trains that were modified before the start of the TCR on 24 June 2023 and no longer undergo handling on the Kijfhoek splitting tracks, but did in the years before 2023, are not eligible for compensation. However, trains that have been demonstrably modified due to the conversion with effect from the 2023 timetable are eligible for compensation during the period of Kijfhoek conversion. Compensation for these trains is awarded through the exception clause. The demonstrability requires a substantiation of performed traffic flows in the previous timetable year, the imitable adjustment per the timetable in question, the relationship with the conversion and the reason that the adjustment was not reasonably possible as of the start of the restriction or the change sheet.

Trains used for management purposes for which no user fee is charged will not be eligible for compensation.

Determining affected trains
To determine which trains a titleholder is entitled to compensation for, ProRail goes through the following steps:

1. ProRail will establish in January 2023, with input from titleholders who have been allocated capacity on the Kijfhoek splitting tracks from the 2023 timetable, an overview per railway undertaking of trains that - in the 2023 timetable until the start of works - undergo handling on the Kijfhoek splitting tracks in normal operation.
2. ProRail will determine in January 2023, with input from titleholders, which trains from the overview of step 1 will travel to another (sorting) location[121]. ProRail hereby tests the verifiability of the relationship between original and adjusted train runs for affected trains.
3. Based on the realisation of train running over the two weeks prior to the start of works, ProRail will determine which trains from the overview of step 1 have actually run, to establish these as a benchmark.
4. Based on the results of step 3 (trains running before the start of works), ProRail will adjust the list from step 2 (trains diverting during works).
5. ProRail tests the substantiation of the invoice from railway undertakings using realisation figures whether the trains on the list from step 4 have run for the period covered by the invoice.

The list of trains running two weeks before the start of the TCR in 2023 from step 3 serves as a reference for the capacity allocation during the entire period of the TCR. From the 2025 timetabling process, ProRail will determine, with input from titleholders, whether and how the list of trains to deviation locations - the list from step 4 - should be adjusted for 2025.

Exception clause
If, in ProRail's exclusive opinion, strict application of this compensation scheme would lead to a situation that would clearly be considered unreasonable, it is possible to deviate from the above. The parties may invoke exception clauses for up to four weeks after the list of affected trains is established based on this definition of the scheme.

Ad hoc situation
Ad hoc trains requested at the time of works that would normally undergo handling on the splitting tracks at Kijfhoek, but have to divert to an alternative location, will not be eligible for compensation.

Duration of the scheme
This compensation scheme is in force for the duration of the entire conversion period of Kijfhoek, starting 24 June 2023.

Elaboration, review and processing
For the administrative processing of compensation, railway undertakings shall submit an offer - provided with a specification with train number, date and time of performance, origin and destination - and a unique code to be determined by railway undertaking and ProRail for trains to be diverted on a

[121] If the statement for 2023 - during the process for reallocating capacity during the TCR - provides a representative and reliable picture of the trains that will be diverted and actually run, it is possible to estimate the financial size of the compensation in 2025 on the basis of this scheme.

plan-based basis per calendar month according to the format below. If the offer is approved on the basis of this scheme, the railway undertaking concerned will receive a purchase number. The railway undertaking shall state this purchase number on the invoice with the specification of trains supplied with the offer.

Table 5.8 Format of data to be submitted to ProRail

Train Free Period data	Cells to be completed
Project number in combination with a unique reference number	*IO-K-007202 - 02-00*
Additional compensation schemes?	*Yes, see memo compensation scheme Kijfhoek conversion*
TVP allocated in timetable or ad hoc phase	*Timetable*
BUTA/Disruption-related Train Free Period?	*No*
Start Train Free Period	*24/06/23 10:00 hrs*

Train data per affected train	Cells to be completed
Train number(s)	*< to be entered by titleholder >*
Renumbering, if applicable	*< to be entered by titleholder >*
Train origin	*< to be entered by titleholder >*
Train destination	*< to be entered by titleholder >*
Performance date and time	*< to be entered by titleholder >*
ID number	*< specified per train by ProRail and titleholder >*

5.7 Performance scheme

ProRail applies a performance scheme to railway undertakings active in the freight and passenger transport market segments. The performance scheme encourages railway undertakings and ProRail to minimise disruption and improve the performance of and on the main railway network. The added value of the performance scheme is such that it: [122]

- leads to better punctuality and utilisation of railway capacity;
- leads to the use of less onerous railway vehicles for the railway infrastructure, or
- encourages the use of the Betuweroute for the transport of dangerous goods.

The components of the performance scheme are defined in the Access Agreement (to the extent that performance can be measured).

Schemes for the passenger and freight transport market segments are described in the paragraphs below. These schemes do not have a financial component in the form of bonuses and penalties, but aim, by measuring, discussing and publishing the values of specific indicators per railway undertaking, to encourage railway undertakings to improve performance on these indicators. The same applies to ProRail's performance on the specific indicators that apply to the infrastructure manager.

For the publication of the performance indicators on the Logistics Portal, an exception is made to the provisions as included in Article 6 of the General Terms & Conditions relating to confidentiality. The values of the agreed performance indicators for this performance scheme for each railway undertaking and the infrastructure manager are not considered confidential. ProRail also publishes the average realised values on its website.

[122] Article 11i(2) Implementation Directive 2012/34/EU on establishing a single European railway area.

5.7.1 Schemes for the passenger transport market segment

Regulation to be agreed upon

► ProRail will in the Access Agreement with the railway undertaking providing passenger services agree on a scheme that concerns:

1. Rail vehicle defects
2. Delivered train paths ◄

5.7.1.1 Rail vehicle defects

Objective

The 'railway vehicle defects' section of the performance scheme aims to reduce the number of defects in railway vehicles or to encourage the railway undertaking to repair rolling stock defects as quickly as possible.

Indicator

The number of defects in railway vehicles of railway undertakings that affect the train service, per 100,000 train kilometres travelled by railway undertakings in a timetable. A rolling stock defect with an impact on the train service is a cause recorded in the Monitoring-Approval system under category 'D3 Rolling stock defect'.

Starting points

The railway undertaking strives in 2025 to achieve an improvement in the value of the indicator compared to:

- The lowest value of the indicator of the railway undertaking in question in the past 3 years (2022 – 2024).
- The standard value of the indicator of the passenger transport market segment. The standard value is determined by the average realised value of the indicator over the past 3 years (2022 – 2024).

Measuring and discussion regime

At the beginning of the 2025 timetable, ProRail will publish on the Logistic Portal:

- The lowest value of the indicator per railway undertaking in the period 2022 – 2024.
- The standard value of the passenger transport market segment calculated on the basis of the average for the period 2022 – 2024.

After the end of the 2025 timetable, ProRail will publish on the Logistics Portal:

- The realised value of the indicator per railway undertaking in the year 2025.
- The realised value of the passenger transport market segment in the year 2025. This average realised annual value is also published on the ProRail website.

If a railway undertaking has been active on a particular route for less than three years, the realisation figures used are determined in consultation prior to the timetable. This will be stated with the publication.

5.7.1.2 Delivered train paths

Objective

The 'delivered train paths' section of the performance scheme aims to increase the proportion of train paths supplied by ProRail in relation to the total number of train paths agreed with the railway undertaking.

Indicator

A percentage consisting of the number of train paths delivered compared to the train paths agreed with the railway undertaking in a timetable.

A train path is a capacity reservation for a train in the original plan.The original plan consists of the timetable delivered to Traffic Control plus the new trains requested and submitted by the railway undertaking, with the exception of the six-digit train numbers from intervention measures.

The indicator measures, for the trains of the railway undertaking with a 'passenger run characteristic' in this original plan, what percentage of not or not fully realised train paths of the total number of planned train paths is caused by the railway undertaking itself or by another railway undertaking.

Starting points
For each railway undertaking, ProRail strives to improve the value of this indicator in 2025 compared to 2024.

Measuring and discussion regime
At the end of the 2025 timetable, ProRail will publish the value of the indicator per railway undertaking on the Logistics Portal. This average realised annual value is also published on the ProRail website.

5.7.2 Schemes for the freight transport market segment freight transport:

Regulation to be agreed upon

► ProRail will with the rail freight transport operators agree on a scheme that concerns:
1. Punctuality of freight trains
2. Client nuisance as a result of infrastructure, ICT or third party disruptions as well as Traffic Control understaffing ◄

5.7.2.1 Punctuality of freight trains

Objective
This indicator serves to improve the punctuality of freight trains. Improved punctuality also contributes to better use of capacity on the railways. Arrival punctuality is a performance priority for the Rail Freight Corridors. Punctuality in the Netherlands also contributes to Rail Freight Corridor arrival punctuality.

Starting points and definitions
- Punctuality is measured with respect to the original plan with a maximum delay of 30 minutes and [OPTION] with respect to the current plan of up to three minutes.
- Punctuality is measured on departure/arrival/exit/border-in punctuality on the main railway network managed by ProRail. 'Border' refers to the management boundary between ProRail and DB Netze and Infrabel.
- The original plan is the plan that will be transferred to the Traffic Control systems in the DONNA transfer.
- A maximum of five turnaround cycles per railway undertaking per quarter, to be determined jointly in consultation. These may be either national or international turnaround cycles.
- The infrastructure manager provides monthly information on departure/arrival/exit/border-in/border-out punctuality on the main railway network managed by ProRail and provides the Rail-Freight-Corridor arrival punctuality.
- The railway undertaking is responsible for an analysis of performance and scope for improvement and makes improvements wherever this can reasonably have a direct operational and commercial impact.
- The standard is to achieve a positive trend in 2025.

Measuring and discussion regime
- According to standard process to achieve the objective: measurement, analyse causes of delay, define improvement measures, implementation, monitoring, intervention if necessary.
- Each month, the cause analysis, areas for improvement and measures to be taken/adopted in an account meeting.
- Twice a year, on the basis of the indicators set out in the performance scheme, the infrastructure manager informs railway undertakings in freight transport above the average annual performance level within their sector.

5.7.2.2 Client nuisance as a result of infrastructure, ICT or third party disruptions as well as Traffic Control understaffing

Objective
The purpose of this indicator is to reduce the impact on the freight process of infrastructure, ICT or third party disruptions on the railways managed by ProRail as well as Traffic Control understaffing, thus contributing to better reliability and availability of the main railway network and better utilisation of capacity on the railways.

Starting points and definitions

- The affected freight trains and light locomotives are determined on the basis of an irregularity as a result of infrastructure, ICT or third party disruptions as well as Traffic Control understaffing of the infrastructure manager for which a report card with infrastructure restriction has been generated in the SpoorWeb system. This must be done by taking a 'snapshot' of then valid plan between the two timetable points where the irregularity occurs in SpoorWeb at the moment an irregularity starts. Affected trains concern freight trains and light locomotives that:
  - are rescheduled on first departure or in transit;
  - or have been diverted via a different route or different border crossing;
  - or have been cancelled.
- Irregularity: all report cards with an infrastructure restriction in the SpoorWeb system.
- Traffic Control understaffing: closing of workplaces at the Kijfhoek station.
- Freight train: train with running characteristic GO.
- Light locomotive: train with running characteristic LL.
- Diverted train: train that has been (partially) diverted to a different route (timetable points) due to an irregularity on its originally planned route.
- Train with a different border crossing: the freight train has been diverted or given a different border crossing than originally planned.
- Train rescheduled on departure: the freight train has been allocated a different timetable (time slot) over the same complete route.
- Train rescheduled in transit : the freight train has been given an extra stop on the same route or a longer planned stop in the timetable.
- Cancelled train: the timetable has been removed from the VKL system by intervention by the infrastructure manager or has, out of necessity, been cancelled in VOS by the railway undertaking.
- Output: a list of the number of affected freight trains per incident per type of train (freight train, light locomotive) per intervention (diverted, other border crossing, rescheduled on first departure or in transit, extra stop(s), cancelled) expressed in numbers, affected train number/date and in duration (minutes).

	Light locomotive	Freight train
Train rescheduled on first departure		
Train rescheduled in transit		
Diverted train		
Train via other border crossing		
Cancelled train		

- ICT disruptions: these are disruptions at the Traffic Control systems (VOS and PRL).
- The infrastructure manager provides monthly information to the railway undertaking about client nuisance on the main railway network managed by ProRail.
- The infrastructure manager is responsible for an analysis of the performance and scope for improvement and makes improvements wherever this can reasonably have a direct impact.
- The standard is to achieve a positive trend in 2025.

Measuring and discussion regime

- According to standard process to achieve the objective: measurement, analyse causes of delay and cancel train, define improvement measures, implementation, monitoring, intervention if necessary.
- Each month, the cause analysis, areas for improvement and measures to be taken/adopted in an account meeting.
- Twice a year, on the basis of the indicators set out in the performance scheme, the infrastructure manager shall communicate the average annual performance level of the infrastructure manager to the railway undertakings in the freight transport sector.

5.7.3 Performance scheme complaints procedure

- Complaints and disputes regarding the implementation of the performance scheme agreed in the Access Agreement will be handled in accordance with the General Regulations on the Settlement of Complaints and Disputes (see Appendix 4).
- A party to the Access Agreement that is of the opinion that the other party to the agreement does not (properly) fulfil the performance scheme and that its complaint should be handled with urgency, can invoke application of the Performance scheme complaints procedure.
  The complainant will submit the request for application of the Performance scheme complaints procedure in writing to ProRail within five working days of receiving the information or documentation that gave rise to the complaint.
- The complaint will be handled by an impartial chairman designated by ProRail with the approval of the complainant. ProRail and the complainant will provide the chairman with the information that they consider necessary. The chairman will consult with both parties, at least once in each other's presence.
- After hearing the parties, the chairman will assess the urgent nature of the complaints procedure and will (if urgency applies) release a written opinion on the complaint within ten working days.
- The complaint is satisfactorily resolved when both parties agree to the resolution in accordance with the decision by the chairman. Any party that is of the opinion that the complaint is not satisfactorily resolved will inform the other party thereof within ten working days of the opinion of the chairman, after which the handling will be continued in accordance with the General Regulations on the Settlement of Complaints and Disputes, applicable from Article 1.4.
- On the application of this Performance scheme complaints procedure, the time periods stated in the General Regulations on the Settlement of Complaints and Disputes will be suspended until ten working days after the chairman has released his opinion.
- This 'Performance scheme complaints procedure' constitutes the dispute regulation as referred to in Directive 2012/34/EU, Annex VI, Section 2.g.

5.8 Changes to charge schemes

5.8.1 Charge scheme 2025

If ProRail wishes to change (parts of) the charge schemes described in this Network Statement (with the exception of the charge for the basic access package and the extra charge), ProRail will submit the draft of the amended scheme to the titleholders for consultation. The changed scheme goes into effect at least three months after it has been announced in a supplement to the Network Statement.

ProRail shall revise the charges on the basis of indexation according to the consumer price index (CPI) as included in the Central Economic Plan of the CPB (Netherlands Bureau for Economic Policy Analysis) and according to the input price index GWW 4212b Rail Operations/Maintenance of the Netherlands Bureau for Statistics (CBS). The original price level of the charge is always taken as a starting point and is indexed on the basis of the realised inflation for the historical years (with said GWW index) and with the expected CPI for future years. The way in which these charges are indexed

is described in detail in the allocation methods relating to these services.[123] Such a change goes into effect at least one month after having been announced in a supplement to the Network Statement.

5.8.2 Expected changes to charge schemes

5.8.2.1 Multi-year charges

The charges for the basic access package as described in section 5.3 and for the additional and ancillary services as described in sections 0 and 5.5 are calculated for a period of three years (2023 – 2025). For 2026 and beyond, charges will be set based on allocation methods yet to be established. As included in section 5.3.4, no additional charge will be set for the 2025 timetable. It is not yet clear whether an additional charge will be set for 2026 and beyond.

ProRail is preparing a free choice of suppliers on its traction network, for railway undertakings that have trains with a validated meter. The start date is not yet known. See also the explanation in Appendix 24.

5.8.2.2 Transformation of ProRail into nondepartmental public body

A legislative proposal is pending in the Lower House on the possible transformation of ProRail into an independent administrative body (Parliamentary Papers II 2019/2020, 35396, no. 2). This transformation will be shaped by means of an amendment to the Railways Act (see also section 1.1). As a result of the possible transformation into a nondepartmental public body, a change is expected to the position of ProRail with regard to its obligations under the Turnover Tax Act. With regard to possible financial effects for titleholders, the starting point is the commitment made by the State Secretary for Infrastructure and Water Management in the letter to the House of Representatives dated 19 October 2018 (with reference IENW/BSK-2018/214092) that the possible transformation of ProRail into a nondepartmental public body will not lead to an increase in costs for titleholders and that the Ministry of Infrastructure and Water Management will prevent or compensate for any increase in costs for titleholders.

In this respect, the draft legislation contains a provision that ensures that ProRail does not have to pass on the non-deductible VAT that it has to pay in the track access charge. The changed situation may mean that the various methods of allocation on which ProRail bases its rate calculations will have to be adjusted. If this is the case, titleholders will be involved in these adjustments.

5.9 Invoicing

ProRail shall invoice the charges and levies per calendar month, after the end of the month in question, unless indicated otherwise.

Payment for the ICT and information services insofar as not included in the charge for the basic access package takes place in the first quarter of the year. In the event of an interim delivery or termination of an ICT or information service, invoicing for all changes occurring during the timetable will take place in the fourth quarter of 2025.

ProRail may, in case of reasonable doubt regarding the financial soundness of a titleholder, at all times require a financial guarantee as referred to in Article 23.7 of the General Terms & Conditions. The financial guarantee consists of either an advance payment or a bank guarantee.[124]

ProRail can in case of loss handling demand security to the amount of the estimated loss amount.

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123 This method has been adjusted after publication of the methods. Titleholders have been informed about this by letter of 17 May 2022 (reference T20180019-117460140-6154) and by letter of 27 June 2022 (reference T20180019-117460140-6252).

124 As referred to in Implementing Regulation (EU) 2015/10.

5.10 Other services, charges and levies

5.10.1 HSL levy

The HSL levy for the use of the route sections Hoofddorp – Rotterdam West and Barendrecht – Belgian border must comply with the regulations of the HSL Levy Decree 2015.[125] The HSL levy is calculated per train kilometre over the distances between the following timetable points:

- Hoofddorp Midden – Rotterdam Hogesnelheidslijn Aansluiting (46.0 km)
- Rotterdam Lombardijen – Hogesnelheidslijn Breda Grens (48.6 km)
- Rotterdam Lombardijen – Zevenbergschenhoek Aansluiting (29.2 km)
- Breda Aansluiting – Hogesnelheidslijn Breda Grens (15.1 km)

The HSL levy is charged for train paths that are actually used, as well as for train paths that have been allocated to the railway undertaking on conclusion of the Access Agreement, but which have not been used by the railway undertaking.

Excluded are train paths that the railway undertaking was only able to use with a delay (or with a increase in delay) of more than 10 minutes in connection with infrastructural defects to the railway infrastructure belonging to the Hoofddorp - Rotterdam West and Barendrecht - Belgian border high-speed lines, or was not able to use as a result of the nonavailability of any part of the high-speed network or the connecting main railway infrastructure as referred to in Section 3(2)(a) HSL Levy Decree 2015. Also excluded are paths used by the titleholder for work to be carried out on or on the main railway network at the direction of the infrastructure manager or for the management of the main railway network, as referred to in Section 3(1)(c) HSL Levy Decree 2015.

The titleholder will from 1 February 2025 owe the HSL levy over the time period from 15 December 2024 until 31 December 2024, to be determined in consultation with the titleholders on the basis of a provisional settlement of a forecast or allocated number of train kilometres of the titleholders on the high-speed railway network during the 2024 calendar year.

The titleholder will from 1 February 2026 owe the HSL levy over the time period from 1 January 2025 until 13 December 2025, to be determined in consultation with the titleholders on the basis of a provisional settlement of a forecast or allocated number of train kilometres of the titleholders on the high-speed railway network during the 2025 calendar year.

Final settlement will follow when the HSL levy has definitively been set in accordance with the provisions of the Decree HSL Levy 2015.

[125] Section 2 HSL Levy Decree 2015.

6 Operations

6.1 Introduction

The statutory rules for safe and unhindered use of the main railway network are laid down in the Railways Act, the Rail Traffic Decree, the Rail Traffic Regulations and associated regulations. This chapter describes operational conditions and processes to be followed in order to promote the efficient use of the main railway network and an efficient handling of communication between ProRail and operational railway personnel.

Regulation to be agreed upon

► The purpose of ProRail in concluding an Access Agreement is to reach agreement on optimal use of the main railway network and efficient communications between ProRail and operational railway personnel, subject to the terms of the Operational Conditions as included in section 6.2. ◄

6.2 Operational Conditions

6.2.1 Communication with Traffic Control

6.2.1.1 Official language

ProRail uses Dutch as its official language in the TSI Operations and Traffic Control. In the event of an 'international disruption', as defined in Chapter 2 of the *Handbook for International Contingency Management of RNE*, the language as defined in this handbook applies (for further information see also section 6.3.3). On the Enschede - Enschede Grens route section, the working language is German, as defined in the document Supplementary agreement on local particularities for the Gronau - Enschede cross-border route section. This document (border route section agreement) is available on the Logistics Portal.

For predetermined cross-border route sections an exemption can be granted with regard to the language level that needs to be spoken, provided that the *Procedure for the exemption of language level (B1) for drivers on cross-border route sections* is followed. This procedure is available for consultation on the Logistics Portal.

6.2.1.2 Safety messages

The railway undertaking and infrastructure manager will apply the rules set out in the *Regulations concerning communication procedures applicable to safety message*' when communicating safety messages between driver and dispatcher as referred to in the TSI Operations and Traffic Control. These regulations are available for consultation on the Logistics Portal.

The forms drafted by the infrastructure manager in the Form Manual as referred to in the TSI Operations and Traffic Control are available on the Logistics Portal.

6.2.2 Procedure for the operation of infrastructural elements (including ERTMS user processes)[126]

All railway undertakings will ensure that the operation of infrastructure elements, the train and the communication with the movements inspector by the employees concerned is performed in a proper manner in all situations. The method of operation is laid down in user regulations. The relevant operating instructions are available for consultation on the Logistics Portal. For example, there are

[126] See Network Statement section 3.4.2.

regulations for the operation of a staff box on the platform, a facing point lock or an infrared remote control system.
There are also procedures around ERTMS, such as user processes for running trains (including communication with the movements inspector) and ERTMS Key Management.
The relevant user processes can also be consulted on the Logistics Portal. The operating instructions (BVS) are available via the Rail Information Portal application of ProRail (see Appendix 23, item 1.3).

Railway undertakings will ensure that their employees are aware of and comply with the applicable operating instructions. The operating instructions are intended for both direct (railway undertakings) and indirect (third parties engaged by the railway undertakings) users. They also include measures to ensure the security and confidentiality of the specific information exchanged when using certain elements of the infrastructure.

6.2.3 Departure procedure[127]

The railway undertaking will as soon as possible notify the ProRail traffic control of foreseen delays and changes to the characteristics (length, tonnage, etc.) of a train, as a result of which the train can no longer use the reserved and allocated path.

The train driver will report to ProRail's movements inspector any circumstance that results in his train not (or no longer) being able to depart at the agreed time. If the train is unable to leave due to unforeseen circumstances, the railway undertaking will leave the train manned at the request of ProRail. If staffing by a railway undertaking is not feasible, timely consultation between the railway undertaking and traffic control will take place to arrive at a tailor-made arrangement.

6.2.4 Plan-based running of freight trains[128]

To ensure the plan-based running of freight trains:
- ProRail provides the railway undertaking with a current timetable no later than five minutes before the current departure time.
- The railway undertaking indicates via the Order Portal (see item 4.1, Appendix 23) in a timely manner when previously allocated infrastructure capacity will not be used.
- The right to the allocated train path lapses 60 minutes before scheduled departure or border crossing (entering the Netherlands) if ProRail anticipates that a freight train will not use its train path.
- The railway undertaking monitors the departure process of freight trains departing from timetable points in the Netherlands and communicates the train status through Mijn Treinen (see item 4.1, Appendix 23).
- ProRail monitors cross-border freight trains entering the Netherlands; the status of these trains is made available to the railway undertaking through Spoorbezettingsplan (see item 5.3, Appendix 23).
- Before scheduled departure, the railway undertaking provides the driver with a current timetable including transit times.
- The train driver strives for the timely passage of timetable points in accordance with the current timetable provided.
- ProRail strives for traffic flow according to the current timetable, also on the border route sections with DB Netz and Infrabel.

[127] The request and order acceptance process via the Order Portal is described in section 4.5 of this Network Statement. For intervention measures, see section 6.3.

[128] The request and order acceptance process via the Order Portal is described in section 4.5 of this Network Statement. For intervention measures, see section 6.3.

6.2.5 Provision of load specifications[129]

No later than five minutes before the first departure of each train on the main railway network managed by ProRail, or thirty minutes before a train reaches the border of the main railway network managed by ProRail, the railway undertaking shall provide ProRail with the (departure) composition of the train in TSI TAF format in the form of a Train Composition Message (TCM). ProRail makes the WLIS system (see Appendix 23, item 5.1) available for this purpose. This is further detailed in the Provision of load specifications manual VL-PRC331, which can be consulted on the Logistics Portal.

6.2.6 Provision of information concerning the transport of dangerous goods within the meaning of RID[130]/ VSG[131] with sets of wagons or (a group of) opposite freight wagons at marshalling yards

The railway undertaking provides ProRail with information about the position, loading condition and nature of the load of RID wagons. The position of the wagon is indicated by means of the track number and the position of the wagon in relation to other freight wagons on that track. The railway undertaking is responsible for the correctness, completeness and timeliness of its information. The railway undertaking is free to also use WLIS[132] for registration of non-RID wagons.

For the implementation of this obligation, 'on time' means that the railway undertaking registers each movement of an RID wagon and makes the information about it available within a time window of ten minutes before to ten minutes after the movement. To support this registration and provision of information, ProRail makes the WLIS system (see Appendix 23, item 5.1) available for use by railway undertakings. ProRail is responsible for the provision of information to public emergency services. The procedure is further described in the 'Provision of load specifications manual VL-PRC331', which can be consulted on the Logistics Portal.

6.2.7 Rust clearance

The corrosion of rails impacts upon the reliable operation of the train detection system. To prevent this from happening, ProRail designates trains for rust clearance. ProRail strives to avoid rest clearance with freight trains heavier than 3,000 tons and with freight trains carrying substance categories covered by the Basic Network Act or substances listed in RID table 1.10 (high hazard potential) wherever possible.

6.2.8 Emergency repairs to railway vehicles on the main railway infrastructure[133]

Emergency and repairs to railway vehicles on the main railway infrastructure shall be carried out by a company complying with Section 26q Railways Act. On the basis of Article 10.6 of the General Terms & Conditions (see Appendix 5), the responsibility lies with the railway undertaking that has placed the railway vehicle.

Defects may be detected during the technical inspection of a train to be carried out by a railway undertaking. These defects may give rise to emergency recovery and repairs. This concerns corrective measures to prevent the ascertained train defects from causing unsafe situations.

6.2.8.1 Emergency recovery

Emergency repairs are necessary when the safe running of the railway vehicle or train traffic can no longer be guaranteed. The AVV/GCU (General Contract of Use for wagons), Annex 9 (Conditions for

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129 See also Network Statement section 3.4.4.
130 Regulations concerning the international carriage of dangerous goods by rail (RID).
131 Regulation for the carriage of dangerous goods by rail (VSG).
132 See Network Statement Appendix 23, item 5.1.
133 See also Network Statement section 7.3.6.

the technical transfer inspection of wagons) defines for each defect what action and measures must be taken to rectify the defect and under which category/Irregularity class (1-5) this defect falls.

- Repair of defects that fall under categories/Irregularity classes 4 and 5 of Annex 9 to the AVV/GCU may take place on all railway infrastructure managed by ProRail if the safe running of the railway vehicle or train traffic can no longer be guaranteed. Hoisting operations shall be coordinated in advance with ProRail's Incident Response Team RID wagons shall be reported to the Technical Transport Specialist (STT), +31 (0)88 - 231 90 40, using the 'Report form for hoisting operations RID wagons' (see the Logistics Portal). Non-RID wagons shall be reported to the General Freight Leader, +31 (0)88 – 231 88 01, using the 'Report form for hoisting operations' (see the Logistics Portal). If the actual recovery of railway vehicles is required, this shall be coordinated with the movements inspector in accordance with the Procedure for emergency recovery of railway vehicles on the main railway infrastructure (see the Logistics Portal). In doing so, the safe passage of through train traffic may not be impeded, and work shall be carried out safely and without causing damage to the environment.[135]
- Repair of defects falling under the categories/Irregularity classes 1, 2 and 3 of Annex 9 of the AVV/GCU is allowed at all marshalling yards of the main railway infrastructure with the use of hand tools. These repairs shall be coordinated with the movements inspector in accordance with the procedure for the emergency repairs of railway vehicles on the main railway network (see the Logistics Portal) and may not impede other train traffic. Hoisting operations shall be coordinated in advance with ProRail's Incident Response Team RID wagons shall be reported to the Technical Transport Specialist (STT), +31 (0)88 - 231 90 40, using the 'Report form for hoisting operations RID wagons' (see the Logistics Portal). Non-RID wagons shall be reported to the General Freight Leader, +31 (0)88 – 231 88 01, using the 'Report form for hoisting operations' (see the Logistics Portal). No environmental damage may be caused. The use of, among other things, lubricant is therefore only permitted with the use of soil protection measures, such as, for example, leakage mats.

6.2.8.2 Plannable/preventive repairs

On Botlek track 4204, an environmental permit has been issued specifically for repair work on rolling stock, whereby it is possible to carry out plannable repairs (with heavy equipment) in addition to emergency repairs. There is therefore no restriction on the use of tools when the user places soil protection measures before starting work, if necessary. Hoisting operations shall be coordinated in advance with ProRail's Incident Response Team RID wagons shall be reported to the Technical Transport Specialist (STT), +31 (0)88 - 231 90 40, using the 'Report form for hoisting operations RID wagons' (see the Logistics Portal). Non-RID wagons shall be reported to the General Freight Leader, +31 (0)88 – 231 88 01, using the 'Report form for hoisting operations' (see the Logistics Portal).

6.2.8.3 Repair tracks

Repair tracks in the main railway infrastructure are arranged in such a way that large equipment (i.e. crane or open body truck) can reach them. Hoisting operations shall be coordinated in advance with ProRail's Incident Response Team RID wagons shall be reported to the Technical Transport Specialist (STT), +31 (0)88 - 231 90 40, using the 'Report form for hoisting operations RID wagons' (see the Logistics Portal). Non-RID wagons shall be reported to the General Freight Leader, +31 (0)88 – 231 88 01, using the '*Report form for hoisting operations*' (see the Logistics Portal). There is therefore no restriction on the use of tools when the user places soil protection measures before starting work, if necessary. All repair tracks offered and made available by ProRail can be found on the Logistics Portal.

6.2.8.4 Hot work

For 'hot work' on Zee tot Zevenaar, the party carrying out the work shall report this to ProRail in advance by means of the notification form for work constituting a fire hazard (see the Logistics Portal). The responsibility for safe execution lies (in accordance with the Working Conditions Act) with the contractor. Hot work within 15 metres of a wagon with characteristics for dangerous goods in

accordance with VSG-RID substances with a 3, 4 or 5 GEVI[134] classification is prohibited, unless additional measures have been taken. For Kijfhoek marshalling yard, in addition to the above, the Kijfhoek Incident Coordinator (+31 (0)88-231 33 90) shall also be notified of where hot work will take place.

6.2.8.5 Responsibility

Railway undertakings are always responsible for the shunting of railway vehicles from and to the track designated by ProRail Traffic Control, including any necessary movements of third party vehicles on that track, provided the railway vehicles in question are movable. During the performance of emergency and plannable repairs to railway vehicles, the emergency routes at marshalling yards shall remain free and unobstructed for the emergency services. In case of hoisting operations, this or a possible mitigating measure is included in the assessment of the plan of approach.

Section 7.3.6 provides information on the available maintenance facilities.

6.2.9 Rail incident management[135]

In the event of operational disruptions, incidents or contingencies and for the purpose of restoring safe and undisturbed train traffic, ProRail and railway undertakings shall have made arrangements and be prepared to handle the train incident[136]. The infrastructure manager has worked this out in more detail in the Rail Incident Management Manual (available for consultation on the Logistics Portal or on the ProRail website). For measures to be taken in the event of train incidents, see section 6.3.4.

The following general principles apply to the handling of train incidents.

1. ProRail and the railway undertaking have an operational, tactical and strategic on-call duty organisation that is up to date, trained and available 7 x 24 hours for the necessary consultations and execution of tasks:
   a. In case of train incidents (contingencies).
   b. When implementing preventive and preparatory measures relating to train incidents (with a view to increasing the resilience of the rail sector, for example in the event of an increased threat of terrorism, extreme weather conditions or during major events).
2. At incident exercises organised by ProRail:
   - The railway undertaking shall make staff and equipment available by mutual agreement.
   - The railway undertaking may, by mutual agreement, participate with its own training objectives.
3. The railway undertaking is responsible for providing ProRail with information that is important for effective assistance.[137] Which information is required and how it are provided is determined in consultation with ProRail and included in the Operational Incident Agreements. These form an appendix to the Access Agreement. Such information will in any event include:
   - Data to prepare for a train incident response: the provision, free of charge, of technical rolling stock data and/or vehicle specific instructions. In particular, with a view to salvaging (a stranded train) or rerailing trains, and safe working in and around railway vehicles.
   - Contact particulars of alarm centres and on-call duty services.
   - Data required for the evaluation of a train incident.
4. In accordance with Article 14 of the General Terms & Conditions, the railway undertaking shall provide assistance following instructions by or on behalf of the Rail Duty Officer or the Incidents Duty Officer of ProRail, by providing suitable equipment and/or auxiliary persons. In providing this instruction, the infrastructure manager shall after hearing the railway undertaking, take into

134 Hazard identification number.
135 See Network Statement section 3.4.2.
136 In accordance with Section 26 Rail Traffic Decree in relation to Article 4.2.3.7 TSI Operations and Traffic Control.
137 In accordance with Section 25 Rail Traffic Decree in relation to Article 4.2.3.7 TSI Operations and Traffic Control.

account the necessary urgency of the assistance and the consequences thereof for the railway undertaking.

5. In accordance with Article 16 of the General Terms and Conditions, the railway undertaking shall follow instructions given by officials of the infrastructure managers as laid down in the Access Agreement, for the purposes set out in Article 16.2.

6.2.10 Use of locally controlled areas[138]

Immediately prior to carrying out shunting or train movements, the driver of a train shall contact the movements inspector by means of a logged voice connection to request permission and make arrangements for the exchange of safety information. The movements inspector may then issue user instructions to the driver. The driver shall observe such instructions. Prior permission from the movements inspector is also required to park railway vehicles on tracks in locally controlled areas. Requests can be submitted for permission to use tracks in a locally controlled area:

- If a single route, whose starting, end and any intervening points are identified by means of signal, track or points numbers. A single route is always run in one direction.
- As a TimeSpaceSlot (TSS) for multiple consecutive movements, where the physical boundaries of the area within which those movements occur are indicated by signals and the time boundaries by desired start and end times. As soon as a driver has completed a single route entirely within a locally controlled area, the driver shall report to the movements inspector that the requested use has ended.

The locally controlled areas and the defined TimeSpaceSlots are recorded in the Overview of NCBG areas. This overview can be accessed via the Logistics Portal. Schemes for the use of locally controlled route sections are available on the Logistics Portal.

6.2.11 Local particulars

The ProRail company regulations (RLN00300), which can be consulted on the Logistics Portal or the ProRail website) always apply to access by (personnel of) railway undertakings and their auxiliary persons to buildings and sites of ProRail. In addition to the company regulations, as a tool for each marshalling yard, ProRail has drawn up an overview of the local particulars on the basis of local conditions and applicable environmental permits. These Local particulars marshalling yards are bundled and available for consultation on the Logistics Portal. The source documents from which these local particulars originate can also be found on the Logistics Portal. Railway undertakings[139] and ProRail shall observe these local particulars. N.B. For the timetable, the Local particulars DONNA are applied. These can be found on the Logistics Portal.

6.3 Intervention measures

6.3.1 Principles of intervention measures

On the basis of the Rail Traffic Decree, ProRail is authorised to issue instructions to the driver or other persons participating in rail traffic in the event of disturbed operations, incidents or contingencies[140], including instructions within the framework of the European Instructions standardised at the European level.[141] These instructions are given as far as possible on the basis of intervention measures made in advance with the aim of returning to the original current plan as soon as possible. For more information, see also the Book of European and National Instructions on the Logistics Portal.

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138 See Network Statement sections 2.3.12, 2.3.13 and 3.4.2.

139 See Network Statement Appendix 5, General Terms & Conditions, section 11.

140 Section 26(3) Rail Traffic Decree.

141 See Annex C2 to OPE TSI (2019/773) as amended in 2023 and incorporated in Article 36 Rail Traffic Regulations effective from 1 September 2023.

The intervention measures are discussed in operational consultation bodies with railway undertakings. Measures undergo annual evaluation on the basis of practical experience and are adjusted if necessary.

Cooperation railway undertakings and ProRail
The Operational Control Centre Rail (OCCR) is an operational collaboration by the railway sector, with an own identity and accompanying facilities, including a national control room. In the OCCR, railway undertakings and ProRail work together in a shared workspace on the handling (and anticipation) of disruptions, contingencies and other exceptional situations in the logistical and infrastructural processes (including power and ICT systems). In terms of handling, ProRail and the railway undertakings each retain their own statutory tasks and responsibilities in accordance with the Railways Act. The OCCR is open to all railway undertakings operating on the railway network managed by ProRail. Further information regarding the working methods within OCCR as well as the possibilities offered to make use of the OCCR facilities with the associated costs can be found on the ICDOC incidents and contingencies site (see Appendix 23, item 8.3). This site also contains the contact details of the OCCR.

6.3.2 Measures to deal with disrupted situations on the national network

In order to arrive at measures for disrupted situations, ProRail draws up:
- The Assessment framework for blockages, available on the Logistics Portal.
  Intended to define pre-determined blockage measures in the event of partial or full blockages.
- The guidelines for train-related delays. A guideline describes, at corridor level, which measures should be taken in which situations.

On the basis of the assessment framework and the guidelines in the event of delays, ProRail draws up:
- Infrastructure-related measures: these are adapted timetables for situations with less available infrastructure. Examples are predefined blockage measures and thinning measures. Trains are turned, cancelled or diverted. The use of alternative transport is also part of a blockage measure.
- Train related measures for individually occurring train delays. These are laid down in the TreindienstAfhandelDocumenten (Train Service Handling Documents). These are mainly pre-defined intervention decisions at train number level, waiting times for connections between (passenger) trains and last connections to be secured.

In addition to the above measures, ProRail also takes seasonal measures. These are predefined measures to be taken in the event of exceptional weather conditions that limit the normal use of the infrastructure. Here, ProRail looks together with railway undertakings at what timetable can be made in relation to the extent to which ProRail can keep the infrastructure available due to exceptional weather conditions. More information on seasonal measures can be found on the ICDOC incidents and contingencies site of the OCCR (see Appendix 23, item 8.3).

6.3.3 Measures for major disrupted situations with international impact

For international disruptions longer than three days with a high impact on international traffic, international contingency management applies. This is coordinated at the level of the rail freight corridors.

Rail freight corridors play a facilitating role, taking into account existing contingency management and communication processes. Together with the infrastructure managers concerned, the corridor organisations have drawn up and published diversion overviews and operational intervention scenarios. These can be found the corridor documents, book 4, chapter 5 (see also sections 1.7.1 and 1.7.2 of this Network Statement). For further information on the national intervention measures in the event of international disruptions, see section 6.3.2.

In accordance with the procedures for international intervention, transport operators are informed of disruptions. They are responsible for communicating this information to their clients. How the

communication proceeds and how the railway undertaking can contribute to solving the disruption can be read in Chapter 4.2 of the International Contingency Management Handbook. This handbook can be found on the website of RailNetEurope. The Customer Information Portal of RailnetEurope (see Appendix 23, item 1.4) also contains all the diversion routes jointly defined by the infrastructure managers, including the associated infrastructure characteristics.

The International Contingency Management Handbook contains guidelines that aim to maintain train running as much as possible in the event of an international disruption. The handbook describes how stakeholders across Europe are informed in an adequate and transparent way about the status and impact of the disruption. In addition, it defines the international steering and communication processes, in addition to the national processes. In this way, there will be better international cooperation between infrastructure managers and allocation bodies.

6.3.4 Measures relating to train incidents

The Rail Incident Management Manual explains how the rail sector is organised as regards the handling of train incidents and provides further elaboration of those processes and scenarios (available for consultation on the Logistics Portal or the ProRail website). For information on incident management, see section 6.2.9.

Incident response processes
Incident handling comprises twelve incident response processes. These incident response processes are the responsibility of one or more parties. These parties draw up a plan for this and make the necessary preparations. For example, a process leader is appointed and, if necessary, a support organisation is set up.

Table 6.1 Incident response processes

No.	Incident response processes	Responsibility
1.	General management and coordination	Responsibility of the infrastructure manager for the rail sector. The on-duty service of a railway undertaking, involved in an incident, will as soon as possible provide notification by telephone and report on site to the Rail Duty Officer.
2.	Alarm	The infrastructure manager determines the scenario, and issues an alarm call to the railway undertaking on the basis of the chosen scenario and the location of the incident.
3.	Information management	The infrastructure manager collects, registers and distributes information. The railway undertaking is responsible for the logging/provision of information relevant to the incident handling.
4.	Salvage and response	Responsibility of the public order and safety services, who also have overall management from the perspective of this subaspect. The infrastructure manager has shared responsibility in this respect.
5.	Reception	The railway undertaking is responsible for the reception of: a. its personnel. b. its freight or its own passengers on trains or at stations, and makes the necessary preparations for this.
6.	Restoration of traffic function	Responsibility of the infrastructure manager.
7.	Restoration of transport function	The railway undertaking is responsible for restoring the transport function.
8.	Alternative transport	The railway undertaking is responsible for arranging alternative transport for passengers (in accordance with Section 16 Passenger Rights Regulation) and freight, both at the scene of the incidents and elsewhere.

No.	Incident response processes	Responsibility
9.	Clearing of tracks	Responsibility of the infrastructure manager. The railway undertaking is responsible for: • Enabling the infrastructure manager to safely and timely retrack and recover the railway vehicles used by the railway undertaking. • Delivery within a reasonable time of specific tools and equipment if necessary. • Performance of a follow-up procedure on the re-railed or recovered railway vehicles after arrival at the destination track, or after takeover at the scene of the incident.
10.	Recovery railway network	Responsibility of the infrastructure manager.
11.	Communications	The railway undertaking, acting within its own task assignment, is responsible for the communications regarding an emergency and will make the necessary preparations in this respect. The spokespersons of the relevant railway undertakings will coordinate their communications with the spokesperson of the infrastructure manager. In case of train incidents in which the public emergency services are involved, the authorities determine the public information policy as regards victims and public health. The railway undertaking is responsible for the: • Provision of traffic information on the factual situation on the track, whereby the alarming of the various spokespersons is organised and the provision of information is coordinated. • Provision of information on reception, alternative transport and restoration of the transport function. • Spokesperson function during and after the train incidents and the required coordination with the authorities.
12.	Investigation	Responsibility of legally appointed investigative body and other parties, such as the railway undertakings and infrastructure manager, if laid down in regulations or by agreement.

Scenarios
Train incidents are subdivided into twenty train incident scenarios. This alarm classification distinguishes five categories of train incident, which in turn are subdivided into four consequence levels for transport processes and response.

Table 6.2 Train incident scenarios

Scenario number	Scenario category
TIS 1	Interruption train service, derailment without victims
TIS 2	Fire
TIS 3	Collision, crash and derailment with victims
TIS 4	Dangerous goods
TIS 5	Suspicious behaviour, suspicious items and bombs

The extensive train incident scenarios are available for consultation on the Logistics Portal (Matrix Train Incident Scenarios (TIS))

Deployment of road-railway vehicles
The parties will in case of a disruption of train traffic do all that may reasonably be expected of them to resolve the disruption and limit the negative consequences thereof (Article 13 General Terms & Conditions). In addition to the existing options to make an open track, the infrastructure manager has four authorised road-railway vehicles available along the A2 corridor (Amsterdam - Eindhoven), which can be used to clear the way on this corridor (and, following a decision by the incidence duty officer of the infrastructure manager, also on adjacent route sections). This is done by towing or pushing a

stranded train - possibly containing passengers - using the road-rail vehicle. The infrastructure manager has obtained the necessary permits, certificates and exemptions[142] for this road-rail vehicle and the operator for use on the main railway network from the ILT before the first deployment and that the validity of these is maintained. Because a road-rail vehicle, when towed or pushed, forms part of the train composition and operates under the railway undertaking's safety certificate and safety management system, ProRail shall provide the railway undertaking with a copy of these permits, certificates and exemptions upon request.

The railway undertaking and ProRail shall each ensure for their own part that:
(i) the railway personnel involved in the operation of the road-rail vehicle (driver and operator) is appropriately and sufficiently trained and instructed or supervised.
(ii) the parties' safety management systems are adapted to the operation of the road-rail vehicle.

The following applies to the deployment of the road-rail vehicle:
a) Track entry and exit
Track entry and exit takes place at a level crossing or road-rail access point by the operator of the road-rail vehicle under the responsibility of ProRail. During track entry and exit, the adjacent track is at least blocked for other train traffic.
b) Travel on the main railway network
Under the responsibility of ProRail, the road-rail vehicle is driven to the incident location by the road-rail vehicle operator.
c) Coupling
The operator of the road-rail vehicle combines or couples the road-rail vehicle to the stranded train as instructed by the train driver or on-call duty service. The driver of the railway undertaking is ultimately responsible for checking that the train is properly combined or coupled to the road-rail vehicle.[143]
d) Testing
After the road-rail vehicle is coupled to the stranded train, the driver and/or the on-call duty service of the railway undertaking and the operator of the road-rail vehicle shall perform the braking test under the responsibility of the driver.
e) Making working arrangements
The operator instructs the driver on how to bring the combination to a standstill with an emergency stop. Next, a checklist is run through and signed by the operator of the road-rail vehicle and the driver of the railway undertaking. From the moment the combination starts to move (see f.), the combination moves under the safety certificate of the railway undertaking, with the driver of the combination being responsible for the combination.
f) Salvaging and making open track
After requesting a route from the movements inspector, the operator of the road-rail vehicle applies traction and brakes on command of the driver. The combination can be stopped at any time by either the driver or the operator of the road-rail vehicle.
g) Uncoupling
The railway undertaking's responsibility for the train set ends when the road-rail vehicle is uncoupled.

6.4 Systems for information on current train movements

The table below lists and briefly describes the ICT and information services that provide information on current train movements. The third column of this table provides a reference for a detailed explanation.

Within these ICT and information services, we distinguish between ICT and information services made available as part of the train path service (see section 5.3.1) and ICT and information services available as an ancillary service (see section 5.5). Costs may be associated with the ancillary ICT services.

142 ILT decision dated 7 July 2022, ILT-2022/30919 and ILT decision dated 2 February 2023, B-6-22-0338.001.
143 ILT decision dated 23 December 2019, ILT-2019/60434.

Table 6.3 Systems for real-time information on train movements

Name	Function	For further information, see
As part of the train path service		
SpoorWeb	Communication in case of contingencies.	Appendix 23 - 8.1
SpoorViewer	Real-time information on train movements.	Appendix 23 - 9.1
Provision of planning and performance information according to TSI TAF/TAP standard	Provision of planning and performance information on the basis of the TSI TAF/TAP messages.	Appendix 23 - 9.1
As ancillary ICT or information service		
MeekijkVOS	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 - 9.2
Train Information System (TIS)[144]	Real-time information on movements of international passenger trains and national and international freight trains.	Appendix 23 - 9.3
Provision of planning and performance information according to the NL standard	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23 - 9.2
Provision of rolling stock and train positioning service (MTPS)	The provision of real-time data on train positions on the basis of train detection systems.	Appendix 23 - 9.2
Punctuality map	The punctuality map provides real-time graphical information on the punctuality of passenger train services.	Appendix 23 - 9.2

144 TIS is supplied by RailNetEurope.

7 Service facilities and charges

7.1 Introduction

A service facility concerns the installation, including site, building and equipment, which is fitted out in full or part in particular for the provision of one or more services. Services may also be provided in the case of service facilities. This chapter describes the access to[145] and use of service facilities falling under the Category 2 service facilities[146], including the provision of services associated with these facilities and the charges.

7.2 Service facilities offered by third parties

Article 5 of Implementing Regulation 2017/2177/EU[147] requires operators of rail-related services and service facilities to publish their offer via the Network Statement of the infrastructure manager. They are expected to place the available information on their own website and to share the hyperlink with Prorail via netverklaring@prorail.nl, or provide the relevant information to the infrastructure manager for publication in the Network Statement.
ProRail then compiles a list of its known operators and a reference to their offer. This list of rail-related services and third-party service facilities is available on the ProRail website; reference is made thereto in the Network Statement, where appropriate.

For the description of services or service facilities, RailNetEurope, together with the regulatory bodies, has developed a uniform template, which can be found on the website of RailNetEurope. The template contains the different characteristics of a service or service facility which - if applicable - must be explained.

7.3 Service facilities offered by ProRail

ProRail distinguishes the following services and service facilities within service package 2:

1. Passenger stations
2. Freight terminals
3. Marshalling yards
4. Stabling yards
5. Maintenance services and facilities
6. Other technical services and facilities
7. Seaport and inland port services and facilities
8. Assistance and ancillary services and facilities
9. Refuelling

The following paragraphs explain the above services and service facilities. The geographical location of these services and service facilities can also be consulted on the Rail Facilities Portal of RailNetEurope.

145 Including access via the railways.
146 See section 2 of Annex II to Directive 2012/34/EU.
147 Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services.

7.3.1 General Terms & Conditions

Track access charge
The term 'track access charge' is a collective term for the various charges paid by railway undertakings to ProRail in connection with the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith. For further explanation, see sections 5.1 and 5.2. This chapter sets out the charges for the (access to) service facilities and services provided in those facilities (Category 2 services).

Charging principles and charging framework
For information on charging principles and the charging framework, see section 5.2 of the Network Statement.

Cost allocation and rate calculation Category 2 services
ProRail uses separate cost allocation methods to allocate the costs for the offered Category 2 services stabling, the use of the Kijfhoek shunting hump, the transfer service and the calculation of the charges for these services/service facilities.[148] These documents are available on the ProRail website.

Rules of procedure
► Agreement on the charges is subject to the rules below.
a. The charges, surcharges, additions, deductions and discounts as included in the Network Statement are non-negotiable.
b. All charges are agreed in the Access Agreement. ◄

The services are settled on the basis of actual use or in accordance with scheduled use or agreed consumption, as indicated in section 5.3 of the Network Statement.

Charges
Sections 7.3.2 to 7.3.10 state the charges for the services provided by ProRail at a fixed rate. The rates are stated exclusive of VAT. For charges for services from other suppliers, reference is made to the supplier's website.[149]

The charges are based on price level 2024, unless stated otherwise. These charges will later be indexed to price level 2025. For further explanation, see section 5.8.1. The way in which these charges are indexed is described in detail in the allocation methods relating to these services. For the period from 15 December 2024 up to and including 31 December 2024, the charges in the Network Statement 2024 in force on 15 December 2024 apply.

Multi-year charges
The charges for the transfer and stabling services as described in sections 7.3.2 and 7.3.5 are calculated for a period of three years (2023 – 2025) For 2026 and beyond, charges will be set based on allocation methods yet to be established.

Transformation of ProRail into nondepartmental public body
As a result of the transformation into a nondepartmental public body, a change is expected to the position of ProRail with regard to its obligations under the Turnover Tax Act. For any impact this might have on charges, see section 5.8.2.2.

Invoicing

[148] Method of allocating costs to the transfer service facility service 2023 - 2025 dated 10 December 2021 and Method of allocating costs to the stabling and shunting service 2023 - 2025 dated 10 December 2021. After publication of these methods, the methodology for indexation of the charges was adjusted. Titleholders have been informed about this by letter of 17 May 2022 (reference T20180019-117460140-6154) and by letter of 27 June 2022 (reference T20180019-117460140-6252).

[149] See also the list of rail-related services and third-party service facilities for suppliers known to ProRail.

ProRail invoices the charges per calendar month after the end of the month concerned. For further information on invoicing, see section 5.9.

Facilitating of service facilities
ProRail informs railway undertakings of the possibility to realise and use infrastructural facilities at marshalling yards and in transfer areas for their own account, on the basis of an agreement with ProRail and, if necessary, an environmental permit as referred to in Section 5.1(2)(f)(4°) of the Environment and Planning Act. ProRail has been authorised to grant such environmental permits.

If a railway undertaking for its operational processes requires land or a facility at a marshalling yard that is not offered by ProRail, such can be facilitated by ProRail under conditions. The conditions under which ProRail facilitates are agreed per specific request. You can submit your request via accountmanagement@prorail.nl.

ProRail does not offer connections for water and/or sewerage. ProRail may have a facilitating role in obtaining a connection for a railway undertaking. The connection of facilities to a utility shall be at the expense of the applicant. ProRail will only facilitate a connection to ProRail's network under certain conditions if it is demonstrably impossible to make an own connection. If, during the modification or replacement of a water or sewerage installation on a marshalling yard, it is found that there is a connection to a facility owned by a railway undertaking and this connection is owned by ProRail, the installation and the facility will be unbundled. ProRail will inform the railway undertaking of this in good time and, if so desired, play a facilitating role in the transition to its own connection to the water and sewerage network. In all situations the costs and management are borne by the railway undertaking. It concerns a connection to the process water network at all times. Ownership of the connection to the ProRail network remains with ProRail.

7.3.2 Passenger stations

7.3.2.1 General information

ProRail distinguishes the following services and service facilities at stations:

1. Transfer facility at passenger stations
2. Travel Information
3. Services regarding ticket sales at passenger stations
4. Use of NS Stations service facilities

ProRail further elaborates the transfer service facility as being the use of:

- tunnels leading to the platforms
- walkways
- escalators/stairs
- ramps
- lifts
- the pedestrian routes between the public road and platform for passengers who arrive or depart on foot

including:

- signposting
- cameras for security purposes
- sensors
- lighting
- clocks
- PA systems
- waiting facilities
- travel information facilities (frames, screens)
- service facilities (frames)

- location for ticket dispensing machines and check-in-check-out posts[150]
- location for access control facilities (for gates)[151]
- location for information counter[152]

To enable the transfer of passengers, both from outside the station to the trains, and vice versa, as well as between trains. For use of the transfer facility service, see section 7.3.2.2.1. Detailed information about the transfer service facility and accompanying services is available on the joint website of NS Stations and ProRail. To acquire information that is not yet available on the website, send an email to contact@stations.nl.
Platforms are not part of the transfer facility service. For this, see section 5.3.2.

Accessibility Programme
The Accessibility Programme comprises measures required to improve the accessibility of rail transport for passengers with a physical disability. The measures are aimed at the accessibility of existing stations. The standards are derived from existing regulations and documents such as the Building Decree, the Memorandum Basic Station 2005 and the Persons with Reduced Mobility TSI (PRM, Regulation 1300/2014/EU). In case of newbuild and redevelopment of stations, ProRail applies the standards and guidelines regarding accessibility and capacity of transfer spaces as stated in the Memorandum Basic Station 2005 and the TSI Persons with reduced mobility (PRM).

Access control facilities
Railway undertakings have at various stations regulated access by means of access control facilities. The website of NS provides a real-time list of the stations fitted with access control facilities by railway undertakings. Information is also provided on this website:

- On which stations/platforms and from which date the access control facilities are activated.
- The measures that have been taken by the railway undertaking to enable passengers and/or service personnel of other railway undertakings to pass the access control facilities.

Regulation to be agreed upon

► ProRail will in the Access Agreement with the railway undertakings that wish to regulate the access to stations by means of access control facilities, conclude agreements on the provision of information and the measures that shall be taken to enable passengers and/or service personnel of other railway undertakings to pass the access control facilities. ◄

Social safety
In consultation with the public authorities and the railway undertakings, ProRail will contribute towards actions aimed at controlling and improving the social safety at stations. The contribution of ProRail entails:

- Security services: on the basis of safety agreements (covenants concluded with local authorities), ProRail contributes to the promotion of social safety at and around stations.
- Opening/closing of stations: the opening and closing of waiting rooms and (parts of) stations in periods that those stations are not used for train services, with the purpose of preventing vandalism.
- Camera-supported supervision: with the purpose of raising the sense of safety of passengers and personnel working at the station, as well as having a preventive effect on target groups (vandals, loiterers, junkies, homeless persons), reducing the damage caused by vandalism and increasing the chance of apprehending offenders.
- Technical modifications: necessary modifications as a result of changed circumstances at stations (relocation of cameras, adjustment of lighting, etc.), as well as analyses/surveys/audits geared to social safety.

150 Insofar as the location is owned by Railinfratrust B.V.
151 Insofar as the location is owned by Railinfratrust B.V.
152 Insofar as the location is owned by Railinfratrust B.V.

7.3.2.2 Station services

7.3.2.2.1 Transfer facility at passenger stations

Transfer facility at passenger stations		
1. General information		
1.1	Service	The transfer service facility at passenger stations belongs to Category 2 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Access to and use of the transfer facilities managed by ProRail on and near the railway infrastructure, as referred to in section 7.3.2.1, namely: • tunnels leading to the platforms • walkways • escalators/stairs • ramps • lifts • the pedestrian routes between the public road and platform for passengers who arrive or depart on foot including the existing: • signposting • cameras for security purposes • sensors • lighting • clocks • PA systems • waiting facilities • travel information facilities (frames, screens) • service facilities (frames) • location for ticket dispensing machines and check-in-check-out posts[153] • location for access control facilities (for gates)[154] • location for information counter[155] Platforms are not part of the service facility 'Transfer facility at passenger stations'. For this, see section 5.3.2.
3. Description of the facility		
3.1	Locations	The joint website of NS Stations and ProRail specifies for each of the stations stated in Appendix 25, which services and service facilities are available per station and which are offered by ProRail.
3.1.1	Opening times	30 minutes before the start of the timetable until 30 minutes after the last train according to the timetable.
3.1.2	Technical characteristics	N/A
3.1.3	Planned changes	The planned changes are stated in Appendix 10 Infrastructure projects and studies.
4. User costs		

[153] Insofar as the location is owned by Railinfratrust B.V.
[154] Insofar as the location is owned by Railinfratrust B.V.
[155] Insofar as the location is owned by Railinfratrust B.V.

<table>
<tr><th colspan="3">Transfer facility at passenger stations</th></tr>
<tr><td>4.1</td><td>Information related to the track access charge</td><td>
The charge for use of passenger stations per stop depends on 5 station classes and 3 train stop codes.
<table>
<tr><th rowspan="3">Station class</th><th colspan="3">Charge (per stop)</th></tr>
<tr><th colspan="3">Train stop code</th></tr>
<tr><th>A</th><th>B</th><th>C</th></tr>
<tr><td>Stop</td><td>€ 2.88</td><td>€ 7.53</td><td>€ 9.06</td></tr>
<tr><td>Basic</td><td>€ 3.94</td><td>€ 10.30</td><td>€ 12.39</td></tr>
<tr><td>Plus</td><td>€ 6.52</td><td>€ 17.04</td><td>€ 20.51</td></tr>
<tr><td>Mega</td><td>€ 8.34</td><td>€ 21.78</td><td>€ 26.22</td></tr>
<tr><td>Cathedral</td><td>€ 17.75</td><td>€ 46.37</td><td>€ 55.81</td></tr>
</table>
The volume of use, the number of stops, is determined on the basis of actual use.

The classification into 5 station categories (stop, basic, plus, mega, cathedral) is provided in Appendix 25 and is based on the estimated numbers of (dis)embarking and transferring passengers, with the threshold values <1000 / 10,000 / 25,000 / 75,000 / >75,000 (dis)embarking and transferring passengers per day.

The applicable train stop code (A, B, or C) is determined on the basis of the train number; subject to the rules below.
• Train stop code A: train for passenger transport that during its route from start to end station according to the timetable (the trip under one train number) stops at all stations or fails to stop at no more than 15% of the stations.
• Train stop code B: train for passenger transport that during its route from start to end station according to the timetable (the trip under one train number) stops at a minimum of 50% of the stations or which forms part of a train series of which at least 90% is run in a composition with no more than 150 seats.
• Train stop code C: train for passenger transport, not subject to any conditions with regard to the percentage of stations at which no stop is made.

The number of stops is determined for the purpose of charging on the basis of the 'departure' and 'short stop' activities in the ProRail traffic control systems. This is done for each train for which a running characteristic is specified that indicates a passenger train; it is agreed in the Access Agreement which train stop code applies per train number series. The renumbering of train numbers (including lead figures) has no impact on the original train stop code.
</td></tr>
<tr><td>4.2</td><td>Information relating to the discount on the track access charge</td><td>Exemption scheme Enschede – Enschede Grens
Use of the transfer facility at passenger stations service for trains on the Enschede-Enschede Grens (direction Gronau) route section will, due to the absence of recording traffic control systems, be settled on planning basis. To compensate for any kilometres not run, 98.5% of the scheduled stops are invoiced.</td></tr>
<tr><td colspan="3">5. User conditions</td></tr>
<tr><td>5.1</td><td>Legal requirements</td><td>Users of the service are railway undertakings that have a valid Access Agreement.</td></tr>
<tr><td>5.2</td><td>Technical requirements made of railway vehicles</td><td>See Chapter 3 of the Network Statement.</td></tr>
<tr><td>5.3</td><td>Independent use</td><td>The railway undertaking can make independent use of the service facility.</td></tr>
<tr><td>5.4</td><td>IT systems</td><td>N/A</td></tr>
</table>

Transfer facility at passenger stations		
5.5	User conditions	Access to and use of this service facility relates to the walking routes between the public road and the platform vice versa for passengers boarding or changing trains of the railway undertaking at the station. This service facility also relates to the use of these walking routes by service personnel of the railway undertaking in connection with trains departing from, arriving at or stopping at the station. As regards access by their passengers to stations and platforms, railway undertakings are referred to the text on access control facilities in section 7.3.2.1 of the Network Statement. Also applicable are the user conditions stated on the website of NS Stations and ProRail.
6. Capacity request		
6.1	Access request	This service is agreed via the Access Agreement.
6.2	Handling time	A response will be given within five working days, including an explanation of the follow-up process.

7.3.2.2.2 Travel information
The travel information service is provided by NS Reizigers B.V. For further information on the travel information service, see the list of rail-related services and third-party service facilities on the ProRail website.

7.3.2.2.3 Services regarding ticket sales at passenger stations
Services regarding the sale of tickets are provided by railway undertakings.
For use of a location for ticket sales, see section 7.3.2.1.

7.3.2.3 Facilities at stations

7.3.2.3.1 NS-Stations service facilities
For further information on the access to and use of the service facilities managed by NS Stations, see the list of rail-related services and third-party service facilities on the ProRail website.

7.3.2.4 Charges for station services and service facilities

For information on charges relating to the transfer service, see section 4.1 of the table in section 7.3.2.2.1. The charge for the services and service facilities that are not offered by ProRail can be found on the website of NS Stations and ProRail.

7.3.2.5 Access conditions for stations

Railway undertakings have access to the transfer facilities of the station if the railway undertaking has a valid Access Agreement, complies with the provisions of Article 27 Railways Act and complies with legal market access provisions. These provisions are set out in more detail in Appendix 7.

7.3.2.6 Capacity allocation at stations

The process for the allocation of capacity is described in section 4.5 of this Network Statement.

7.3.3 Freight terminals

The railway infrastructure is connected to freight terminals for multimodal freight transhipment. Except for the freight terminals listed in section 7.3.5.2.3 and Appendix 20, which are available for the transfer of goods from a lorry to a train or vice versa, ProRail does not provide specialised transhipment facilities, such as (container) terminals, for freight transport. These are operated by specialised companies. An overview of suppliers of rail-related services and service facilities known to ProRail can be found in the list of rail-related services and third-party service facilities on the ProRail website.

7.3.4 Marshalling yards

The marshalling yards and stabling yards service facilities (section 7.3.5) are used for the stabling and/or shunting of rolling stock. In practice, stabling and shunting take place at the same marshalling yards. For this reason, the services and service facilities for stabling and/or shunting are stated in one section (section 7.3.5).

7.3.5 Stabling yards

7.3.5.1 General information

The tracks intended for stabling may be equipped with walkways managed by ProRail, lighting and facilities for the upkeep of railway vehicle. Stabling yards can also be used for shunting, where appropriate, using flat track infrastructure (rails, points, point controls).

Marshalling yard tracks

According to Section 39 Rail Traffic Regulations, a marshalling yard includes:
a. all tracks marked with a number;
b. the track sections of the points complex; and
c. all tracks adjacent to the tracks referred to in items a and b, up to a maximum distance of 200m before the approach signal of the relevant yard, or up to the maximum distance before the approach signal as specified in the Network Statement.

Supplementary to item c, the maximum distance is specified at the following locations:

Marshalling yard	Metres
Alkmaar	340m
Amersfoort	340m
Den Haag Centraal/Binckhorst	340m
Den Haag Hollands Spoor	340m
Dordrecht	340m
Enkhuizen	275m
Hoorn	275m
Leiden	340m
Leidschendam	340m
Rotterdam Centraal	340m
Rotterdam Stadium	340m
Watergraafsmeer Zuidzijde	400m

Shunting services
Shunting services are provided by specialised service providers. An overview of suppliers of rail-related services and service facilities known to ProRail can be found in the list of rail-related services and third-party service facilities on the ProRail website.

Information on the presence of facilities is available in the form of maps. These maps are available on the Logistics Portal.

User restrictions
ProRail screens off marshalling yards on the basis of a location-specific risk analysis. The capacity allocation at marshalling yards and stabling yards is described in 7.3.5.3. Information on access for road vehicles is available on request via gebruikswaardeinfo@prorail.nl. The environmental operating instructions and risk-related user restrictions can be found in sections 2.4.2 and 2.4.3.

7.3.5.2 Services and facilities at stabling yards

7.3.5.2.1 Stabling and shunting

Stabling and shunting		
1. General information		
1.1	Service	Tracks, possibly equipped with walkways, lighting and facilities managed by ProRail.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	This service comprises: • The use of tracks for the parking of railway vehicles between an arriving train path and a departing train path, where both train paths have a different train number.[156] • The use of tracks for shunting railway vehicles. • The use of infrastructure connecting service facilities. • The use of the WLIS application (see Appendix 23, item 5.1), necessary for the registration of position and loading of freight wagons at marshalling yards. • The use of the Spoorbezettingsplan application (see Appendix 23, item 5.3), necessary for insight into the use of marshalling yards. • The use of the following facilities, if available, is included: hump facilities for the purpose of shunting (and possibly stabling) of wagons at the shunting and train formation station at Kijfhoek marshalling yard (for further information, see section 7.3.5.2.2 Kijfhoek shunting hump), freight terminals, depot power supply, train preheating, filler hydrants, service points, brake-testing cabinets, guidance for (dis)embarking facilities, service paths and roads.
3. Description of the facility		
3.1	Locations	Information about the available stabling yards and facilities is available in the form of maps. These maps are available on the Logistics Portal.
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs. Changed opening hours apply to the tracks on the Kijfhoek marshalling yard that are equipped with shunting facilities. For this, see section 7.3.5.2.2, item 3.1.1. At these times, no hump control is available to operate the relevant tracks.
3.1.2	Technical characteristics	The facility consists of one or more tracks equipped for the parking of railway vehicles. The stabling yard also includes facilities for train personnel to reach and leave trains. For the technical characteristics of the Kijfhoek marshalling yard, see also section 7.3.5.2.2.
3.1.3	Planned changes	The planned changes are stated in Appendix 10 Infrastructure projects and studies.
4. User costs		

[156] This does not include turning trains that require a different train number due to system requirements.

<table>
<tr><th colspan="3">Stabling and shunting</th></tr>
<tr><td>4.1</td><td>Information related to the track access charge</td><td>The charge for reserving capacity for stabling and shunting is:

<table>
<tr><th>Type marshalling yard / track</th><th>Charge per minute (per track)</th></tr>
<tr><td>All marshalling yards except the splitting tracks at Kijfhoek</td><td>€ 0.04420 + € 0.0004284 x track length in metres</td></tr>
<tr><td>Splitting tracks at Kijfhoek marshalling yard (tracks 105 – 148)</td><td>€ 0.04874 + € 0.0006784 x track length in metres</td></tr>
</table>

Invoicing takes place per minute.

In marshalling yards where the charge for stabling is levied on the basis of the actual duration of the stabling, no charge is levied for stabling periods shorter than 30 minutes. This exemption serves to compensate for periods that are set up for so-called non-commercial stops. This concerns stops that are not requested by railway undertakings as part of their commercial or logistics process, but stops that are inserted by ProRail as part of its traffic handling activities. The 30-minute exemption is used to compensate for this.

The capacity of the entire effective length of the track in metres is charged. Exceptions are combined tracks, which consist of two tracks which follow from one other and are interrupted by an infrastructure element (e.g. a switch or a signal) or a facility (e.g. a refuelling or washing facility) and as a result contain a phasing in the numbering (e.g. A and B versions). In the case of a combined track, requested for the same period of time and by a single titleholder, the payable charge is calculated on the basis of the full effective length of the combined track. If only one track of the combined track is applied for and allocated, then only this one track will be charged.

If the capacity is allocated to multiple titleholders (e.g., timesharing), the charge is divided equally over the relevant titleholders. Titleholders can jointly request ProRail to charge the costs (together 100%) according to a different ratio, e.g., by dividing the length. This only applies to timetable requests and late requests that concern all days of the timetable.

No settlement will take place if due to incidental works on or near the main railway network, or in case of contingencies, use must be made of tracks for which no user rights were acquired, or use must be made of tracks for which user rights were acquired, but which could not be used.

If replacement capacity is agreed in case of competing requests for stabling capacity and the maintenance roster during the coordination of the timetable, the user right charge will be based on the original request.

The charge for use of facilities at stabling yards, see sections 7.3.5.2.2 to 7.3.5.2.10, is included in the charge for use of tracks for stabling and shunting. For the use of the Kijfhoek marshalling yard, the above-mentioned higher charge applies, even if no use is made of the Kijfhoek shunting hump (see section 7.3.5.2.2).

In case of a TimeSpaceSlot (TSS), a bundle of tracks is requested and used. For this, see ook section 6.2.10. In the case of a TSS, the charge is levied for two tracks which form part thereof, for the entire duration (in minutes) of the TSS, irrespective of the total number of tracks which make up the TSS. ProRail has designated two tracks per TSS for this purpose. If a TSS consists of one track, the charge will be levied for only this one specific track. An exception is the TRS 'Heuveltop' on Kijfhoek for which no charge applies. An overview of the tracks designated by ProRail, TimeSpaceSlots (TRS) settlement tracks, can be found on the Logistics Portal.</td></tr>
<tr><td>4.2</td><td>Information relating to the discount on the track access charge</td><td>Zero rate exemption scheme relating to management (see section 5.3):
A track access charge of nil applies for the use of capacity for the performance of instructions by ProRail with regard to the management of the railways. A party requesting capacity on stabling tracks that wishes application of the zero-rate scheme for the Category 2 stabling and shunting service is required to state such in its capacity request.</td></tr>
<tr><td colspan="3">5. User conditions</td></tr>
</table>

Stabling and shunting		
5.1	Legal requirements	Clients of the service are railway undertakings that have a valid Access Agreement. The use of stabling tracks with certain categories of railway vehicles and/or loads may be subject to restrictions under environmental laws and regulations. The environmental permit provides the legal framework against which the capacity applications for the stabling and shunting service are tested. All current environmental permits (and environmental notifications) are available for consultation on the Logistics Portal. These permits contain all the provisions with which titleholders must comply. Stabling tracks in a centrally controlled area, fitted with GRS and JADE track circuit detection[157], are subject to rust clearance regulations. For further information, see section 6.2.7 of the Network Statement. Walkways may only be used by foot to gain access to, inspect, board and disembark from railway vehicles. The railway undertakings are responsible for the safe use of walkways. The use of platform tracks for stabling is only permitted at times that there is no need for the (dis)embarking of passengers, and through traffic is not affected.
5.2	Technical requirements made of railway vehicles	The service is limited to use by normal traffic, not being Exceptional Transport (see section 4.7 Exceptional transport).
5.3	Independent use	The transport operator can independently use the assigned stabling tracks.
5.4	IT systems	N/A
5.5	Use of brake shoes and stop blocks	It is not permitted to use steel brake shoes to prevent a stabled railway vehicle from rolling away. An exception to this is the use of a steel brake shoe that is attached to the railway vehicle. In order to prevent a stabled railway vehicle from rolling away, use is made of the parking brake or handbrake present on the vehicle; alternatively, wooden or plastic stopping blocks may be used that do not pose a risk of derailment if they are run over. On the Kijfhoek marshalling yard, the use of the brake shoe of the Kijfhoek splitting tracks is permitted for slowing down and stopping railway vehicles as part of the hump process (see section 7.3.5.2.2 Kijfhoek shunting hump).
6. Capacity request		
6.1	Request for access to the stabling yard	The process for requesting access to and allocation of stabling tracks and accompanying facilities is described in section 7.3.5.3 of the Network Statement. Information on entering stabling yards (e.g. on opening access gates/doors) can be found in the *ProRail Company Regulations (RLN00300)*, available for consultation on the Logistics Portal. It is possible to return capacity. Capacity can be cancelled by sending a message to capaciteitsverdeling@prorail.nl or by deleting a volume infrastructure (VII) entry in DONNA. ProRail will then process the change as soon as possible, but within seven working days at the latest.
6.2	Handling time	See section 7.3.5.3 of the Network Statement.

7.3.5.2.2 Kijfhoek shunting hump

Kijfhoek shunting hump		
1. General information		
1.1	Service	The use of the shunting hump at Kijfhoek marshalling yard for hump shunting, shunting or stabling. The facility forms part of the stabling and shunting service.
1.2	Service provider	ProRail
1.3	Term of validity	The facility is offered during the term of the Network Statement.
2. Function		

[157] See Appendix 2 for an explanation of these terms.

Kijfhoek shunting hump		
2.1	Description	The shunting hump at Kijfhoek marshalling yard comprises the tracks and installed shunting hump from tracks 231 and 232 (north side) to tracks 105-148 (south side), including the installed shunting facilities such as the rail brakes, automatic gradient and brake mule system, the MSR hump control system and the Kijfdis planning and registration system.[158] The shunting hump can be used for hump shunting, shunting and stabling. Details for the use of Kijfhoek shunting hump are described in the following documents: • '*User particulars Kijfhoek shunting hump*' • '*Risk inventory and evaluation operational processes Kijfhoek shunting hump*' • *'Object-related risks Kijfhoek marshalling yard'* All these documents are available on the Logistics Portal.
3. Description of the facility		
3.1	Locations	The shunting hump is located on the Kijfhoek marshalling yard. Information about the available stabling yards and facilities is available in the form of maps. These maps are available on the Logistics Portal.
3.1.1	Opening times	Regular opening hours: from Sunday 15.00 hrs to Saturday 15.00 hrs (six days a week). Public holidays are considered as Sundays. In order to use the hump at the times when the hump is closed, a written request must be submitted at the latest six weeks in advance (via oss@prorail.nl).
3.1.2	Technical characteristics	The hump shunting process is carried out by guiding trains from the arrival tracks to the shunting hump, which trains are then shunted onto the existing splitting tracks (tracks 105-148), with the aid of the system present. The regular stabling and shunting process with a regular (shunting) locomotive is carried out via the south side of tracks 105-148. The area where the rail brakes are located (between the top of the hump and the north side of the splitting tracks) is only accessible to specifically authorised locomotives because of, on the one hand, the danger of damage (to the locomotive and/or the infrastructure) when running through the rail brakes and, on the other hand, because of the mandatory presence of specific on-board equipment for communication and influence by ProRail's MSR hump control system On the north side, the splitting tracks are only accessible via the hump area (and therefore only for specific locomotives). On the south side, the splitting tracks are accessible without specific restrictions. The splitting tracks are used for the hump shunting process. In addition, these tracks can also be used for the stabling of wagons that are not involved in the hump shunting process. In that case, shunting is only possible from the south side. There are gradient/brake mule systems on the splitting tracks, which means that specific procedures apply for access to the tracks, and that there are specific working conditions risks, even when the systems are not actively being used. Personnel working on the splitting tracks must be aware of the hazards posed by these systems.
3.1.3	Planned changes	The infrastructure of the service facility is being renewed / replaced. The replacement started in the third quarter of 2023 and will be completed in early 2025. Further information on the planned changes can be found in Appendix 10 Infrastructure projects and studies
4. User costs		
4.1	Information related to the track access charge	The charge for use of Kijfhoek shunting hump is included in the rate for the stabling and shunting service (see section 7.3.5.2.1 of the Network Statement).
4.2	Information relating to the discount on the track access charge	N/A

158 The Kijfdis system will provide the necessary link with the MSR hump control system, offers support in the management of connections schedules, administers wagons on the tracks and provides the interface to WLIS (see Appendix 23, item 5.2).

Kijfhoek shunting hump		
5. User conditions		
5.1	Legal requirements	ProRail imposes conditions on the use of the shunting hump. The most important conditions are explained below. Clients of the service are railway undertakings that have a valid Access Agreement. *Regulation to be agreed upon* ► All railway undertakings that use the shunting hump shall ensure that all activities on the shunting hump comply with ProRail's prescribed guidelines for legal, technical and safe operations. The conditions and the guidelines (set by ProRail) are laid down in the Access Agreement. ◄ ProRail recognises four types of users: 1. Railway undertakings that hump shunt wagons under own management. 2. Railway undertakings that do not hump shunt wagons under own management, but make use of regulated third-party rail-related services (Category 2). 3. Railway undertakings/operators that offer regulated rail-related (Category 2) services for the hump shunting of wagons. 4. Railway undertakings that use the railway infrastructure of the hump, without using the hump facilities. Re 1. Railway undertakings that hump shunt wagons under own management provide the locomotives, means and processes necessary for hump shunting themselves. Re 2. Railway undertakings that cannot hump shunt wagons under own management cannot provide the locomotives, means and processes necessary for hump shunting themselves and instead use the regulated services of service providers. These railway undertakings are fully responsible to ProRail for all processes on the service facility that they perform and/or purchase, and there is no reservation in this respect for the regulated rail-related services provided by third parties. Responsibility for all processes shall be demonstrably guaranteed in the supply contracts with providers of regulated rail-related services. Re 3. Railway undertakings/operators offering regulated rail-related services at the shunting hump shall obtain prior written permission from ProRail. ProRail may attach conditions to this permission with a view to the legal, technical and safe performance of this rail-related service. Only services approved by ProRail may be offered. Part of the approval process is that the supplier must demonstrate that users of these services can comply with the guidelines and conditions set by ProRail for use of the service facility. For suppliers who, as part of their service, gain access to confidential data of the railway undertaking that uses it (such as when processing order data or when processing data in Kijfdis), the supplier shall ensure that this data is kept effectively confidential from the customer, for example by means of a Non-Disclosure Agreement.

Kijfhoek shunting hump		
5.1	Legal requirements	The regulated services to be provided and the conditions that apply thereto are laid down in an Access Agreement for the service facility or in an appendix to the Access Agreement. In line with Implementing Regulation (EU) 2017/2177, it is the responsibility of the operator of a service facility, in this case ProRail, and the operator of a rail-related (Category 2) service to coordinate the allocation of infrastructure capacity and service capacity in the service facilities. The applicable procedure is published as soon as the service is offered. Re 4. Railway undertakings that use the railway infrastructure of the shunting hump, without using the hump facilities, do not require specifically authorised locomotives. With this type of use, the splitting tracks are only accessible via the south side of the track bundles. For all types of users, ProRail can/may only grant access on the basis of a positive safety assessment of the integral shunting hump process and, for type users 1 and 3, a specific technical authorisation of hump locomotives. Users have a duty to provide the necessary input for a safety file and to participate in the joint safety assessment. In the event that the shunting hump is not used under own management, the following applies with regard to the safety assessment: • The provider of the regulated service shall demonstrate in advance that the service offered facilitates process safety. • The recipient of the service shall demonstrate that its integral process on the service facility, including the delivered regulated service, is sufficiently safe. In addition to the safety assessment in advance, the parties have a duty to monitor the integral safety of the service facility together with ProRail. To this end, ProRail will set up a consultative platform in which authorised users of the service facility are obliged to participate. The Kijfhoek shunting hump is part of the stabling and shunting service (see section 7.3.5 and section 7.3.5.2.1 of the Network Statement). The conditions that apply to the stabling and shunting service therefore also apply to the use of the Kijfhoek shunting hump. For user information regarding the Kijfhoek shunting hump, see item 2.1.8 of Appendix 8.
5.2	Technical requirements made of railway vehicles	The service is limited to use by normal traffic, not being Exceptional Transport (see section 4.7 Exceptional transport). Hump shunting is possible on the shunting hump using the automated hump system, either under own management or with the support of a provider of regulated rail-related services. Using the Kijfhoek shunting hump is only possible with locomotives that are fitted with equipment for communication with and control by the MSR system. For the specific admission requirements applicable to hump locomotives, see 'User particulars Kijfhoek shunting hump' on the Logistics Portal. For vehicles used for railway infrastructure maintenance, specific permission is required for the entire shunting hump area, due to the risk of damage (to vehicles and infrastructure) when passing through systems in the splitting tracks and in the hump area.

Kijfhoek shunting hump		
5.3	Independent use	In normal operation, the hump shunting process is exclusively carried out using the MSR automated hump control system. Under certain conditions, ProRail offers the possibility of a temporary emergency hump shunting process using manual operation of the hump locomotive. This procedure is only allowed under specific circumstances, for example in the event of an unforeseen and temporary disruption or breakdown of the connection between the shore and the on-board equipment in the hump locomotive. The procedure is included in the 'User particulars Kijfhoek shunting hump' on the Logistics Portal. Restrictions apply to vehicles accessing from the hump side. Only vehicles with a vehicle licence for the hump area are allowed to run there. For the stabling and shunting of wagons on the splitting tracks via the south side, no specific restrictions apply with regard to vehicles. However, restrictions do apply to access to these tracks from the hump side: 1. Parties not using the hump process do not have access to the hump area. 2. Vehicles travelling through the hump area must have been assessed for suitability to run through the hump area. 3. Movements must be performed with locomotives that are authorised to run there. The hump process differs from regular shunting operations, both in the content of the process and in the presence of special systems in the infrastructure. It is necessary to have specific local regulations for the implementation of the hump process, both for the implementation of the process and for occupational health and safety reasons. Specific training must also be provided. Also for the stabling process on the splitting tracks, the (occupational) safety is influenced by the presence of special systems in the track. Safety must be ensured by appropriate local regulations and training. Local processes, rules and regulations of all parties using the shunting hump must be coordinated for a safe integral process. This coordination must be realised via the safety coordination platform mentioned in 5.1.
5.4	IT systems	To ensure safe and efficient use of the shunting hump, information on train composition, sequence dependency and individual wagons shall be provided in a timely and correct manner during execution. Titleholders shall use the Kijfdis system for this purpose.
5.5	Use of brake shoes and stop blocks	It is not permitted to use steel brake shoes to prevent a stabled railway vehicle from rolling away. An exception to this is the use of a steel brake shoe that is attached to the railway vehicle. To prevent the drifting of stabled railway vehicles, use is made of the parking or hand brake of the railway vehicle. Alternatively, use can be made of wooden or plastic stop blocks, which do not constitute a derailment hazard if run over. For the execution of the automated hump process, in exception to the general rule, the use of a 'Brake shoe splitting tracks Kijfhoek', specifically existing for the hump process, is mandatory, in accordance with User instruction GVS00109 (see the Logistics Portal). N.B. The use of this brake shoe is not permitted for wagons on splitting tracks that are not in use as sorting track for the hump process, but only as a stabling track.
6. Capacity request		

Kijfhoek shunting hump		
6.1	Access request	The process for requesting and allocating shunting and stabling tracks and associated facilities is described in section 7.3.5.3 of the Network Statement. Capacity requests for Kijfhoek marshalling yard and Kijfhoek shunting hump shall contain specific data. For this, see section 3.4.6 and Appendix 8, item 3. Section 7.3.5.3.9 describes the procedure for applying for capacity for the use of the hump tracks. Information on accessing stabling yards (e.g. on opening access gates/doors) can be found in the ProRail Company Regulations (RLN00300), which can be accessed via the Logistics Portal. It is possible to return capacity. Capacity can be cancelled by sending a message to capaciteitsverdeling@prorail.nl or by deleting a volume infrastructure (VII) entry in DONNA. ProRail will then process the change as soon as possible, but within seven working days at the latest. Section 7.3.5.2.2 item 5 User conditions distinguishes four types of users. If a party offers a regulated service for hump shunting of wagons after the start of the 2025 timetabling process, third parties have not been able to take this into account in their timetable requests for the 2025 timetable. If capacity is needed for the use of this type of service or services during the timetable, the capacity can be obtained in two ways: a. A request in the ad hoc process. b. Using the capacity allocated to the offering party. Capacity allocated in the timetable can also be utilised to make use of the service.
6.2	Handling time	See section 7.3.5.3 of the Network Statement.

7.3.5.2.2.1 Regulated services at the Kijfhoek shunting hump

DB Cargo intends to offer a regulated service at the Kijfhoek shunting hump. Part of this service is the use of the locomotives necessary for the shunting process.[159] For further information on this service and how third party railway undertakings can apply for access to the service, see the website of DB Cargo or the *List of operators of rail-related services and service facilities* on the ProRail website.

7.3.5.2.3 Freight terminals

Freight terminals		
1. General information		
1.1	Description	A public facility for the transhipment of goods from lorry to train, and vice versa.
1.2	Locations	The freight terminals are listed in Appendix 20 of the Network Statement.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs. A number of locations have limited opening hours due to regulations under the environmental permit. These can be found in the environmental permit of the relevant location (see the Logistics Portal).
1.4	Technical characteristics	The facility comprises at least a paved site located directly alongside the railway line, with a connection to the public road suitable for standard road vehicles. The available effective length of the freight terminals differs per location. Further technical information on a specific location can be obtained from ProRail, for example via gebruikswaardeinfo@prorail.nl (see also section 2.3).

[159] For more information on the legal framework regarding this service facility, ProRail refers to the Rail-related services guide (2018) of the Consumer & Market Authority (ACM), the informal view on the Kijfhoek backing service dated 9 December 2022 and the supplement to this informal view dated 9 May 2023. These documents can be found on the ACM website.

Freight terminals		
1.5	Information related to the track access charge	The charge for use of the public freight terminals is included in the charge for the stabling and shunting service (see section 7.3.5.2.1 of the Network Statement).

7.3.5.2.4 Depot power supply

Depot power supply		
1. General information		
1.1	Description	Electricity connection for the power supply to non-traction electric train systems.
1.2	Locations	Information on the presence of depot power supply at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.
1.4	Technical characteristics	A distinction is made between: - Depot power supply 230V - Depot power supply 400V
1.5	Information related to the track access charge	The charge for use of this service is included in the charge for the stabling and shunting service, see section 7.3.5.2.1.
1.6	User conditions	The depot power supply is only suitable for powering non-traction electric train systems. A non-traction electric train system must be able to withstand a shutdown and (automatic) re-start of the depot power supply. A maximum of one user/train may be connected to a connector (wall socket). To ensure reliable operation of the depot power supply, the maximum leakage current from the electrical train systems to framework/earth is 15 mA. Higher leakage currents can lead to switching off the depot power supply. The depot power supply must be used according to the Depot power supply manual. This manual can be found on the Logistics Portal.

7.3.5.2.5 Train preheating

Train preheating		
1. General information		
1.1	Description	Electricity connection for the climate control of railway vehicles and non-traction electric train systems.
1.2	Locations	Information on the presence of train preheating at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.
1.4	Technical characteristics	Socket with 1500V DC from the overhead contact line: - fixed wall socket, 1500V DC - flexible socket, 1500V DC
1.5	Information related to the track access charge	The charge for use of this service is included in the charge for the stabling and shunting service, see section 7.3.5.2.1.

7.3.5.2.6 Filler hydrants

Filler hydrants		
1. General information		
1.1	Description	Water connections for the filling of the reservoirs of railway vehicles with process water.
1.2	Locations	Information on the presence of filler hydrants at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.
1.4	Technical characteristics	Water connections along stabling tracks (not drinking water).

Filler hydrants		
1.5	Information related to the track access charge	The charge for use of this service is included in the charge for the stabling and shunting service, see section 7.3.5.2.1.
1.6	User conditions	The filling hydrant shall be used in accordance with the Filler hydrant manual. This manual can be found on the Logistics Portal

7.3.5.2.7 Service points

Service points		
1. General information		
1.1	Description	Utilities to support the internal cleaning of railway vehicles.
1.2	Locations	Information on the presence of service points at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.
1.4	Technical characteristics	Service points are cabinets to which one or more utilities are connected: • Cold process water (not drinking water; available everywhere). • Hot process water (not drinking water; not available everywhere). • Integrated filler hydrant (not drinking water). • Sink with sewerage connection • Fixed wall socket, 230V AC • Fixed wall socket, 400V AC
1.5	Information related to the track access charge	The charge for use of this service is included in the charge for the stabling and shunting service, see section 7.3.5.2.1.

7.3.5.2.8 Brake-testing cabinets

Brake-testing cabinets		
1. General information		
1.1	Description	Compressed air connections for the testing of vehicle brake systems.
1.2	Locations	Information on the presence of brake-testing cabinets at specific stabling yards is available in the form of maps. These maps are available on the Logistics Portal.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.
1.4	Technical characteristics	Delivery point for compressed air and air hoses, available in two types: • Remote control • Non-remote control
1.5	Information related to the track access charge	The charge for use of this service is included in the charge for the stabling and shunting service, see section 7.3.5.2.1.

7.3.5.2.9 Use of guidance for (dis)embarking facility

Use of guidance for (dis)embarking facility		
1. General information		
1.1	Description	Guidance for mobile boarding platforms for the (dis)embarking of train personnel.
1.2	Locations	Information on the presence of facilities is available in the form of maps. These maps are available on the Logistics Portal.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.
1.4	Technical characteristics	• Guidance via concealed gutter • Guidance via tube
1.5	Information related to the track access charge	The charge for use of this service is included in the charge for the stabling and shunting service, see section 7.3.5.2.1.

7.3.5.2.10 Service paths and roads

Service paths and roads		
1. General information		
1.1	Description	Paved paths and roads along service tracks for internal cleaning, filling/emptying of reservoirs, inspection and minor maintenance of railway vehicles.
1.2	Locations	Information on the presence of facilities is available in the form of maps. These maps are available on the Logistics Portal.
1.3	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.
1.4	Technical characteristics	Types of paving: • Industrial concrete plates • Asphalt • Clinkers or street tiles • Porphyry Service pathways are positioned predominantly at the top of the sleeper and the top of the rail.
1.5	Information related to the track access charge	The charge for use of this service is included in the charge for the stabling and shunting service, see section 7.3.5.2.1.

7.3.5.2.11 Faeces discharge

ProRail does not offer any specific facilities for faeces discharge trolleys. The use of ProRail's sewerage connections and electric charging points for faeces discharge trolleys is only permitted following specific agreement with ProRail. ProRail reserves the right to offer other locations, subject to deviating conditions, for mobile faeces discharge than those agreed upon when the Network Statement was published. ProRail is the owner of two fixed faeces discharge systems for the emptying of closed toilet systems and the filling with rinsing water. These systems are located in Groningen and Leeuwarden. ProRail will not realise any additional fixed faeces discharge systems.

7.3.5.3 Capacity allocation at marshalling yards and stabling yards

The starting points and procedure description for obtaining access to, and the use of, marshalling yards (see section 7.3.4) and stabling yards (see section 7.3.5) for the 2025 timetable are further explained below.

7.3.5.3.1 Starting points

a. ProRail publishes the capacity available for stabling and/or shunting no later than 1 March 2024 in the Sporendatabase, a tracks database containing information on the characteristics and functionality of the tracks that are part of the stabling and shunting service (facility). The information comes from the Infra-Atlas application.
b. ProRail takes the operational parameter and any operational preference of the track into account when handling access requests. All tracks that are part of the stabling and shunting service (facility) have an operational parameter. The operational parameters indicate the purpose for which the track was built and for which the track can best be used given the functionality of the track concerned and the assets in and along the track. Tracks can have two operational parameters where operational parameter 1 indicates the primary function and operational parameter 2 indicates for which use the track is also suitable. The preferred use is initially indicated by the first operational parameter of a track, followed by the second operational parameter if applicable. ProRail reserves the right to deviate from both the operational parameter and the operational preference in the interests of optimal utilisation of the facility.
c. Tracks are reserved in the Sporendatabase for the stabling of railway vehicles for management works (see section 4.3). These tracks are referred to as 'Infratransport operators'.
d. ProRail reserves one service track at one of the Amsterdam Westhaven Reizigers, Lelystad, Hoofddorp, Zaanstraat or Watergraafsmeer marshalling yards for the purpose of private passenger transport in the ad hoc phase. This track is designated as 'ad hoc BRV' in the Tracks Database. The conditions for using this track are listed in the '*Capacity reservation for the*

purpose of private passenger transport in ad hoc phase' document, which can be found on the Logistics Portal.

e. If the physical capacity on a marshalling yard is greater than the environmental capacity, the environmental capacity takes precedence and coordination takes place on this basis.
f. The restriction times for the management works included in section 4.3 may exclude access, whereby the procedures described in section 4.3.
g. To prevent unused capacity at marshalling yards, capacity on one or more specific tracks can, in agreement between ProRail and the related titleholders, be allocated to multiple titleholders for combined use. In doing so, titleholders can cooperate whereby one of them is designated as being responsible for the daily logistical coordination.
h. Access to and use of Kijfhoek marshalling yard and Kijfhoek shunting hump in combination with the splitting tracks and other present facilities are subject to specific conditions that are described in Appendix 8, item 3.

7.3.5.3.2 Submitting of requests and ad hoc phase schedule

Requests for access to shunting and stabling facilities for the timetable phase are made via volume infrastructure entries (VII) in DONNA or via a request form made available by ProRail on the Logistics Portal (*Request form for services and service facilities at marshalling yards*). This form can be sent to capaciteitsverdeling@prorail.nl. The request must at least include access to a specific track for a specified period of time. The maximum duration is one timetable period. In this case, from 15 December 2024 to 13 December 2025.

For capacity allocation at marshalling yards, the schedule of the timetabling process for train paths is used. Applicants shall submit their request for shunting and stabling capacity by 8 April 2024 at the latest (see section 4.5.1).

7.3.5.3.3 Submitting of requests and schedule for late requests

A special category of requests are the late requests. These are ad hoc requests for the 2024 timetable that are received after the closing date for the timetabling process (8 April 2024) up to and including 14 October 2024.

Late requests will be processed in order of receipt after 20 August 2024. Processing of these requests, including ad hoc requests before 4 November 2024, must be completed by 13 November 2024 at the latest. For ad hoc requests made after 4 November 2024, the regular response times as mentioned in 7.3.5.3.4 apply.

7.3.5.3.4 Submitting of requests and ad hoc phase schedule

Requests for access to a track for a specified period of time can be made up to five days before performance via:

- A combined infrastructure use (VII) in DONNA
- An email message to capaciteitsverdeling@prorail.nl

An ad hoc request will be processed within a maximum of five working days, unless coordination with a third party is required. In which case the processing time will be extended to a maximum of 20 working days.

In the period of five days before performance until the moment of performance via:

- The LOA-Online system[160] (see section 5.3.1 and Appendix 23, item 5.1)
- (Telephone) contact between the titleholder and traffic control.

The request must be submitted at least 15 minutes before performance and will be answered by ProRail within 15 minutes. If requests are submitted shortly before performance, ProRail will make every effort to process the request on time, without being able to guarantee such.

[160] LOA-Online cannot be used for requests of shunting/stabling capacity at Kijfhoek. This is done via telephone contact between the titleholder and the traffic control centre.

7.3.5.3.5 Procedure for access requests for the timetable
The procedure for access requests for the timetable contains the following process steps:

Step 1: Assessment of access requests for stabling and shunting facilities
ProRail will assess whether the request is complete within five working days of receipt of the access request. If incomplete, the applicant will be given an opportunity to complete the request during the time limit specified in section 4.5.1 table 4.4 point c.

Step 2: Integration of all access requests
All capacity requests per relevant service facility are integrated by ProRail and measured against the capacity made available. If there are no competing requests, the requests are allocated. In the case of competing requests, an access conflict exists and the coordination procedure (step 3) is started.

Step 3: Coordination procedure
A coordination file is drawn up, containing:
- A description of the access conflict (competition).
- An overview of all applicants (to ensure full and non-discriminatory treatment, whereby the comparability of the application and the service facility will be taken into account).
- Information on the marshalling yard and service facilities.

ProRail, in consultation with all applicants, will try to (integrally) reconcile the requests as best as possible for each relevant service facility. In doing so, ProRail examines whether pragmatic solutions that make maximum use of the available capacity can be found. Relevant information on shifts of cargoes between transport operators, demonstrably opportune new cargoes and significant changes in volumes of cargoes can be part of the coordination process.
- If the parties involved agree, the solution is recorded and allocated.
- If the parties involved do not agree, step 4 follows.

Step 4: Consideration of viable alternatives
If the coordination procedure (step 3) has not led to a resolution of the conflict, ProRail and the applicants concerned will jointly seek an alternative service facility that can meet the needs of the applicants (hereinafter: viable alternative). The initiative for the consideration of viable alternatives lies with ProRail. The parties involved are, however, explicitly invited to submit alternatives.

To the extent possible, ProRail will at least take into account at least the following when making proposals for possible alternatives:
- The operational characteristics of the alternative service facility.
- The substitutability of the physical and technical characteristics of the alternative service facility.
- The clear impact on the attractiveness and competitive position of the rail transport service planned by the applicant.
- The estimated extra costs for the applicant.

It is up to the applicant to decide whether one of the viable alternatives proposed by ProRail is acceptable. In doing so, the three situations below can be distinguished:

1. The applicant agrees to a proposed alternative, ProRail allocates capacity in accordance with the proposal.
2. The applicant and ProRail disagree on the viability of the alternatives considered. ProRail rejects the application stating the alternatives that ProRail considers viable.
3. The consideration of viable alternatives did not yield a result, ProRail allocates the capacity subject to step 5.

Step 5: Conflict resolution and priority criteria for allocation
If the consideration of viable alternatives is unsuccessful, ProRail will allocate applications according to the following priority criteria. Prioritisation takes place in numerical order.

General priority criteria
If there are no viable alternatives for the applicants, ProRail will allocate requests according to the priority criteria below. Prioritisation takes place in numerical order.

1. Stabling of railway vehicles that are operationally used in a scheduled transport service takes precedence over railway vehicles that are used for nonoperational purposes (e.g. strategic reserves, new or defective railway vehicles, rolling stock scheduled for demolition, rolling stock for training purposes, etc.).
2. Train-related stabling and handling/shunting takes precedence over non-train related stabling and handling/shunting. In order to determine this, account is taken of:
   - Trains requested for the timetabling process.
   - Trains realised in the current timetable.
3. The use of the requested tracks in accordance with the operational parameters as included in the Sporendatabase (see also section 7.3.5.3.1 point a) takes priority over use that deviates from the operational parameters included in the Sporendatabase. Applications for use in accordance with operational parameter 1 have priority over applications for use in accordance with operational parameter 2.[161]
4. For passenger trains, the number of loaded starting (first) passenger trains will be allocated in relation to the number of wagons (taking into account the length of the wagons).
5. Requests for short-term stabling take priority over requests for long-term stabling.
6. As regards freight transport operators, the relationship between train length and track length is taken into account in the allocation. The longest tracks are allocated to the transport operator using the longest trains in a scheduled transport service.
7. As regards freight transport operators, the stabling tracks for locomotives are allocated in proportion to the expected use of these tracks.
8. For freight transport operators, a contract (demonstrably having cargoes and/or terminal slots within the timetable period) takes precedence over no contract.
9. The allocation takes into account the optimisation of the shunting process and the minimisation of shunting movements.
10. In the context of optimal capacity utilisation, account is taken of any under-utilisation of (part of) the fully allocated capacity in the past (including the reasons for this).

> *The priority criteria for the splitting tracks at Kijfhoek shunting hump are not applied as long as the regulated rail-related service as referred to in section 7.3.5.2.2.1 (Regulated services at Kijfhoek shunting hump) is not available.*[162]

Priority criteria for splitting tracks at Kijfhoek shunting hump
The following priority criteria apply specifically to access to the splitting tracks at Kijfhoek:

1. Use of splitting tracks in combination with the use of the shunting hump takes precedence over other types of use of these tracks. To this end ProRail determines the necessary number of tracks for sorting with the use of the shunting hump. This number will be distributed among the requests made for the use of the sorting function of the shunting hump. If the necessary number of tracks for sorting exceeds the number of tracks available, capacity requests for trains with origin and/or destination Mainport Rotterdam-Rijnmond or the port-industrial complexes of Amsterdam-IJmond and Vlissingen-Sloe take precedence over capacity requests for trains with an origin and destination other than those mentioned above.

[161] An exception applies to tracks 105 to 148 at Kijfhoek, which are equipped with hump facilities. As long as there is no sorting service available for third parties at Kijfhoek, no priority will be given to applicants who want to use these tracks for hump shunting as opposed to applicants who want to use these tracks for shunting without the hump (ACM letter dated 21 February 2022 ACM/UIT/572134 re priority criteria Kijfhoek).
[162] ACM letter dated 21 February 2022 ACM/UIT/572134 re priority criteria Kijfhoek.

2. When using the splitting tracks for stabling and shunting without using the sorting function of the service facility, train-related stabling and shunting takes precedence over non-train-related stabling and shunting. In order to determine this, account is taken of:
   - Trains requested for the timetabling process.
   - Trains realised in the current timetable.

Step 6: Allocation to titleholders
For marshalling yards, a draft allocation will take place on 1 July 2024. This is open for consultation until 2 August 2024. The final allocation will follow no later than 19 August 2024.

When allocating the available capacity for the Kijfhoek shunting hump, ProRail uses a minimum connections schedule requirement of four hours as the lower limit. The allocation of access to the Kijfhoek shunting hump is laid down in a basic plan. In the basic plan, ProRail specifies the scheduled use of the arrival tracks, the hump tracks and the splitting tracks. The capacity of the splitting tracks is allocated to titleholders in accordance with the basic plan. Splitting tracks that turn out not to be needed for hump shunting during the timetabling process can, if there are requests, be allocated for stabling alone. The titleholder owes the charge for the stabling and shunting service (7.3.5.2.1) for the allocated capacity of the splitting tracks.
In principle, splitting tracks are allocated by number based on the necessary length of use. The actual planning by track number can be adjusted at daily plan level, which makes it possible to adjust track use at short notice due to defects and/or maintenance of switches and gradient/brake mule systems.

7.3.5.3.6 Procedure for ad hoc requests
Requests for stabling and shunting capacity in the ad hoc phase are subject to the First-Come-First-Served principle. The moment of application, regardless of the request method, is leading. Requests that fit without conflict within the already allocated capacity can be allocated by ProRail. Requests that cannot be fitted within the already allocated capacity without conflict can only be accepted if holders of already allocated capacity allow changes so that a new request can be fitted in without conflict. ProRail plays a mediating role in this but has no ability to enforce necessary changes, to honour an ad hoc request. ProRail will communicate within the periods specified in section 7.3.5.3.4 whether a new request can be accommodated.

7.3.5.3.7 Unused capacity and cancellation of allocated capacity
For allocated capacity at marshalling yards that for at least one month has been used for less than a quarter of the hours or a quarter of the total length of the allocated tracks at the marshalling yard, the capacity rights can be withdrawn by ProRail. If there is force majeure, the railway undertaking must report this to ProRail itself before the end of the calendar month. ProRail will then check whether there is indeed force majeure.

An exception to this is if only one track is allocated to a titleholder, then only a quarter of the hours apply. As soon as the titleholder knows that the allocated capacity will not be used, it shall immediately inform ProRail so that the capacity that became available can be used by another party. This applies to both long-term allocated capacity (long-term stabling) and to capacity directly related to the train path (for example TimeSpaceSlots).

Long-term allocated capacity can be cancelled by sending a message to capaciteitsverdeling@prorail.nl or by deleting a volume infrastructure (VII) entry in DONNA.

Cancellation of stabling and/or shunting capacity directly related to a train path can be done in several ways:
- With a TSI path cancellation message (see section 5.3.1 and Appendix 23, item 4.1).
- Via the LOA-Online system[163] (see section 5.3.1 and Appendix 23, item 5.1)

[163] No use can be made of LOA-Online for requests of shunting/stabling capacity at Kijfhoek. This is done via telephone contact between the titleholder and the traffic control centre.

- By deleting the train path and associated stabling and/or shunting capacity in DONNA (section 5.3.1 and Appendix 23, item 4.1);
- By sending a message to capaciteitsverdeling@prorail.nl.

7.3.5.3.8 Procedure Theemsweg/Merseyweg (Botlek) main siding line
ProRail applies the 'Normtijden Botlek Theemsweg-Merseyweg' for access to the TimeSpaceSlots (TSS) of Terminal 60, Terminal 70 and Terminal 80 (main siding line Theemsweg/Merseyweg). An overview of these norm times can be found on the Logistics Portal. As part of this procedure, the train's timetable is linked to the TimeSpaceSlot. For requests for access to the TimeSpaceSlots Terminal 60, Terminal 70 and Terminal 80 (main siding line Theemsweg/ Merseyweg), the following information must be supplied both during the timetabling process (timetable and ad hoc phase) and during the order acceptance process:

- The train number of the arriving and/or departing train.
- The shuttle details
- The departure time to/from the terminal (or the slot time)
- The terminal to be operated

Requests for access to Terminal 60, Terminal 70 and/or Terminal 80 that deviate from the norm times must be substantiated and are assessed by ProRail.

Changing or cancelling a train
When requesting a train change, the railway undertaking must indicate whether this also results in a change to the coupled TimeSpaceSlot. If a train is cancelled, ProRail will assume without notice that the coupled TimeSpaceSlot is also cancelled.
For both the capacity allocation process and the order acceptance process, the access request will not be processed if the above information is not provided.

7.3.5.3.9 Procedure for use of the Kijfhoek shunting hump
Within the current self-provision regime for use of the shunting hump, user types 1 and 3, as defined in section 7.3.5.2.2 Kijfhoek shunting hump under 5.1 Legal requirements, may apply for capacity to use the shunting hump by using the two tracks over the hump top (tracks 231 and 232). ProRail allocates access to the Kijfhoek shunting hump in the form of TimeSpaceSlots. Capacity requests for the Kijfhoek shunting hump can be made in DONNA and in the Order Portal. For submitting capacity requests in the ad hoc phase, see section 7.3.5.3.6. The specific procedure and rules for requesting access for shunting hump can be found in the document *'Capacity allocation Kijfhoek shunting hump (hump top tracks 231 and 232)*' on the Logistics Portal.

Priority criteria
In case of conflicting requests during the timetabling phase, ProRail follows the steps according to section 7.3.5.3.5 for the allocation of capacity of the use of the hump in the form of TimeSpaceSlots, applying the following specific priority criteria, applied in numerical order:

1. Hump movements of trains with wagons before a departure train take precedence over hump movements of trains with wagons staying at Kijfhoek for long periods.
2. Hump movements of trains with wagons for departure trains that have a departure time first are given priority, as long as the period between the hump movement and the time of departure meets the lower limit mentioned earlier.
3. Track utilisation optimisation is taken into account in the allocation when planning hump movements.
4. In the context of optimal capacity utilisation, account is taken of any under-utilisation of (part of) the fully allocated capacity in the past (including the reasons for this).

Changing or cancelling a train
When requesting a train change, the railway undertaking must indicate whether this also results in a change to the coupled TimeSpaceSlot (as combined infrastructure use). If a train is cancelled, ProRail will assume without notice that the associated combined infrastructure use is also cancelled.

7.3.6 Maintenance services and facilities[164]

A number of marshalling yards managed by ProRail are equipped with facilities for the maintenance and repair of railway vehicles. These facilities are managed by specialised overhaul and maintenance firms. Maintenance services are provided by specialised service providers. An overview of the suppliers of rail-related services and service facilities known to ProRail can be found on the ProRail website.

The further provisions and procedure relating to the performance of emergency recovery and repairs are set out in section 6.2.8. The tracks on which emergency recovery and repairs to railway vehicles must be carried out can be found on the Logistics Portal.

7.3.7 Other technical services and facilities

7.3.7.1 Monitoring railway vehicles

ProRail has with a view to realising unhindered use of the railway infrastructure installed monitoring systems at strategic locations. A distinction is made between two types of monitoring systems:

- Hotbox detection measures the temperature of wheels and axle boxes of passing railway vehicles. If a threshold is exceeded, the driver is warned. The following threshold values apply to HotBox detection:
  - For an axle box 90°C (warm signal) and 110°C (hot signal).
  - For a wheel 290°C (warm signal) and 375°C (hot signal).
- WILD (Wheel Impact Load Detection, formerly Quo Vadis[165]) measures various forces exerted by wheels on the rail (see also section 3.4.1). If a threshold is exceeded, the driver is warned. The following threshold values apply:
  - 700 kN peak force (750 kN for the Zee-Zevenaar route section).
  - 30 tons axle load (32.5 tons for the Zee-Zevenaar route section).
  - 2.33 ratio skew load.

If one of the above threshold values is exceeded, the driver shall follow the instructions of the movements inspector.

Hotbox detection and WILD measurement systems are not safety systems, but risk-reducing systems to ensure safe train traffic. This means that a route section will not be decommissioned for rail traffic if such a system is no longer functioning. Responsibility for the soundness and safety of wheels and axle boxes and for not exceeding permitted axle loads and loading wagons correctly remains with the railway undertakings. These risk-reducing systems do not affect the division of liability between the infrastructure manager and the railway undertakings with regard to the soundness and correct use of rolling stock by the railway undertakings.

It is possible to generate reports from the above systems with measurement data of specific railway vehicles or trains upon request. This services described in Appendix 23 item 11.1. A summary of recorded high values is provided to all railway undertakings as standard.

7.3.7.2 Other technical services and facilities[166]

Other technical facilities are provided by specialised service providers and facilities. An overview of suppliers of rail-related services and service facilities known to ProRail can be found in the list of rail-related services and third-party service facilities on the ProRail website.

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164 Except for large-scale maintenance service facilities intended only for high-speed trains or other rolling stock types requiring specific facilities.

165 Among other things, WILD measures weights, Hotbox detection temperatures. The Quo Vadis application currently only stores, processes and distributes measurement data from both other systems.

166 Including cleaning and washing facilities.

7.3.8 Seaport and inland port services and facilities

Sea and inland port facilities are available from specialised service providers. ProRail does not offer any related services and facilities. An overview of suppliers of rail-related services and service facilities known to ProRail can be found in the list of rail-related services and third-party service facilities on the ProRail website.

7.3.9 Assistance and ancillary services and facilities

ProRail has an incident response organisation. Services and of the information in the context of contingency handling are described in section 5.3.1 point n and section 6.2.9.

ProRail does not provide any separate assistance and support facilities. An overview of suppliers of rail-related services and service facilities known to ProRail can be found in the list of rail-related services and third-party service facilities on the ProRail website.

7.3.10 Refuelling

7.3.10.1 General information

ProRail offers refuelling facilities at a number of locations for the delivery of diesel to locomotives. The locations of the refuelling facilities are shown in Appendix 21.

Regulation to be agreed upon

► The contractual conditions for use of the refuelling facilities are agreed upon in the Access Agreement for the refuelling facilities service. ◄

7.3.10.2 Refuelling

Refuelling		
1. General information		
1.1	Service	The service concerns the access to and use of refuelling facilities. Refuelling facilities are a facility under Category 2 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Facility for the supply of fuel (diesel) to locomotives and train sets. (For supply of fuel, see table Supply of fuel under this table).
3. Description of the facility		
3.1	Locations	See Appendix 21.
3.1.1	Opening times	Regular opening hours: Monday to Sunday from 00:00-23:59 hrs.
3.1.2	Technical characteristics	Refuelling facilities are available in three configurations, see Appendix 21 of the Network Statement: • Equipped (exclusively) for refuelling by means of the delivery unit that forms part of the refuelling facility. • Equipped for refuelling by means of the delivery unit that forms part of the refuelling facility, and for refuelling from a mobile tanker (mobile refuelling). • Equipped (exclusively) for refuelling from a mobile tanker (mobile refuelling). A refuelling facility with delivery unit offers a minimum of 2 delivery connections, one low flow rate connection with a nozzle and a high flow rate connection with a spill-free connector according to STANAG-3756 (1“) with an electric overfill safety.
3.1.3	Planned changes	The planned changes are stated in Appendix 10 Infrastructure projects and studies.
4. User costs		

Refuelling		
4.1	Information related to the track access charge	The charge for use of the refuelling facilities with delivery system is levied by ProRail on the operator of the refuelling facilities. The charge for use of the refuelling facilities without delivery system is included in the charge for the stabling and shunting service (see section 7.3.5.2.1 of the Network Statement).
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	Clients of the service are railway undertakings that have a valid Access Agreement. Use of the refuelling facilities takes place in accordance with the regulations in the environmental permit applicable to the refuelling of railway vehicles and any situation-specific regulations. • Use of the refuelling facilities in a manner other than for which it is designed according to Appendix 21 of the Network Statement (for refuelling by means of the delivery unit and/or from a mobile tanker) is not permitted. • In case of refuelling facilities that are equipped with a delivery unit, refuelling by means of the delivery system is exclusively possible on the basis of an agreement between the railway undertaking and the operator of the refuelling facilities. Based on an agreement with ProRail, the operator is obliged to offer the delivery of fuels via these facilities to all railway undertakings in a non-discriminatory manner. VIVENS can provide information on the various operators. The operator of the refuelling facilities can impose supplementary conditions with regard to use of the refuelling facilities, for example, with regard to preliminary notification and the time periods within which delivery can be made. • The conditions concerning soil protection are stated in section 2.4.2.4 of the Network Statement.
5.2	Technical requirements made of railway vehicles	The railway vehicles have the right fill openings for taking in fuel.
5.3	Independent use	The refuelling facilities can be used independently by the transport operators.
5.4	IT systems	N/A

Refuelling		
5.5	Code of conduct for mobile refuelling	1. The railway undertaking is permitted to refuel at locations other than those stated in Article 12 of the General Terms & Conditions (see also Appendix 21 for the locations) in the cases below: a. Self-propelled work trains, present and operational for the performance of work on the railways, which due to the nature of the work are unable to reach one of the sites designated by the infrastructure manager, as referred to Article 12 in of the General Terms & Conditions (see also Appendix 21 for the locations). b. Non-self-propelled equipment, present and operational for the performance of work on the railways, which are used at a construction site. c. If the refuelling facilities where scheduled refuelling was to take place is defective or cannot be reached due to obstruction of the railway infrastructure. 2. Application of the exceptions is subject to the conditions below. a. The fuel tanks of the work trains and equipment shall be fully filled before commencement of work with the work trains and equipment. b. The refuelling of equipment can take place either directly or indirectly in order to power a generator that provides the equipment with electricity. c. In case of refuelling at places other than those referred to in Article 12 of the General Terms & Conditions (see also Appendix 21 for the locations), a combination of facilities and measures soil protective measures as outlined in section 5.4.2 and Annex 1 of the Living Environment (Activities) Decree (Bal) and/or the relevant provisions for temporary stationary systems and delivery systems from the Hazardous Substances Publication Series 30[167] shall be applied. To make a report, it is necessary to use the BAT document[168] *Soil protection, combinations of facilities and measure* (BB-CVM[169]). Refuelling at a marshalling yard must be in accordance with the rules laid down for that purpose and any situation-specific regulations.
6. Capacity request		
6.1	Access request	Use of the refuelling facilities is linked to the capacity allocation of the track along which the facility is located. The process for requesting access to and allocation of this track is described in section 7.3.5.3 of the Network Statement.

7.3.10.3 Supply of fuel

The fuel supply service is provided by VIVENS. For further information on the supply of fuel, see the list of rail-related services and third-party service facilities on the ProRail website.

167 PGS 30: Guideline for safe filling, storage, dispensing of liquid fuels in and from aboveground tanks and removal of aboveground storage tanks.
168 Best Available Techniques for soil protection
169 Soil Protection, Combinations of Facilities and Measures

Appendix 1 General overview map with network configuration (section 2.2.1)

Supplementary to the railways stated on the overview map shown on the previous page, the railways below are designated as part of the main railway network.[170]

- Velperbroek Aansluiting – Arnhem Goederenstation
- IJsselbrug Westzijde – Arnhem Goederenstation
- Nootdorp Aansluiting – Leidschendam Werkplaats
- Amersfoort – Leusden
- Amsterdam Singelgracht Aansluiting – Amsterdam Westhaven
- Amsterdam Sloterdijk – Amsterdam Westhaven
- Apeldoorn – Apeldoorn Zuid
- Lage Zwaluwe – Oosterhout
- Lage Zwaluwe – Moerdijk
- Sittard – Born

The main siding lines listed below form part of the main railway network.[171]

Location	Name main siding line
Haven van Rotterdam	Waalhaven
Haven van Rotterdam	Eemhaven
Haven van Rotterdam	Pernis
Haven van Rotterdam	Botlek
Haven van Rotterdam	Europoort
Haven van Rotterdam	Maasvlakte
Haven van Amsterdam	Westelijk Havengebied
Haven van Amsterdam	Hemhaven
Haven van Amsterdam	Houtrakpolder
Moerdijk	Industrieschap
Utrecht	Industrieterrein Lage Weide
Delfzijl	main siding line Havenschap
Dordrecht	Zeehaven
Dordrecht	Industrieterrein De Staart
Maastricht	Beatrixhaven
Roodeschool	Eemshaven
Vlissingen	Sloehaven
Zwijndrecht	Groote Lindt
Oosterhout	Industrieterrein Weststad
Roosendaal	Industrieterrein
Alphen aan den Rijn	Industrieterrein Rijnhaven
Born	Franciscushaven
Axel	Axelse Vlakte
Venlo	Tradeport
Almelo	Dollegoor
Almelo	Bedrijvenpark Twente
Oss	Elzenburg

The infrastructure data of main siding lines can also be found in the Register of Infrastructure (RINF).

170 Annex 1 and Annex 2 section a to the Railways Allocation Decree.
171 Annex 2 section b to the Railways Allocation Decree.

Appendix 2 Glossary

<table>
<tr><th>Term</th><th>Definition</th></tr>
<tr><td>Access Agreement</td><td>An Access Agreement is an agreement concluded between ProRail and a titleholder on the use of capacity, which at least contains provisions on:
a. The quality of the main railway infrastructure to be provided by ProRail.
b. The track access charges.

Notes:
See Section 59 Railways Act.
See also: Capacity Agreement.</td></tr>
<tr><td>Ad-hoc application</td><td>Application for capacity for infrastructure for transport and management, as well as for the handling of disruptions in the form of changes to the capacity allocation for the annual timetable.

Notes:
These are supplements to the capacity allocation as laid down in the timetable.</td></tr>
<tr><td>Axle load</td><td>Axle load is the weight (in tons) per axle of a railway vehicle, incl. load.</td></tr>
<tr><td>Betuweroute</td><td>The Betuweroute concerns:
• The Maasvlakte – Kijfhoek – Zevenaar railway line including the connected marshalling yards.
• The Feijenoord and IJsselmonde marshalling yards and the tracks that connect those marshalling yards to the aforementioned railway line.
• The main private siding lines (secondary railways) connected to the aforementioned marshalling yards.
The boundaries of the tracks connected parts of the Betuweroute with the combined network are located at the points stated in the table below.
<table>
<tr><th>Location</th><th>line-ID</th><th colspan="2">in connection</th><th>point</th></tr>
<tr><td>IJsselmonde</td><td>EF</td><td>Brdv</td><td>Rtst</td><td>km 42.000</td></tr>
<tr><td></td><td>ps 135 - ps 911A</td><td>Brdv</td><td>Rtst</td><td>between ps 135 and the intersection with the line between ps 903 and ps 907B</td></tr>
<tr><td></td><td>267e</td><td>Rtz</td><td>IJsm</td><td>signal 960</td></tr>
<tr><td></td><td>266c</td><td>Rtz</td><td>IJsm</td><td>signal 962</td></tr>
<tr><td>Zwijndrecht</td><td>57</td><td>Zwd</td><td>Kfh</td><td>km 33.700</td></tr>
<tr><td></td><td>67</td><td>Kfhz</td><td>Zwd</td><td>signal 1380</td></tr>
<tr><td></td><td>68</td><td>Kfhz</td><td>Zwd</td><td>signal 1382</td></tr>
<tr><td></td><td>69</td><td>Kfhz</td><td>Zwd</td><td>signal 1384</td></tr>
<tr><td>Meteren</td><td>CC</td><td>BRMet</td><td>Gdm</td><td>km 147.000</td></tr>
<tr><td></td><td>DD</td><td>Gdm</td><td>BRMet</td><td>km 247.000</td></tr>
<tr><td></td><td>EE</td><td>BRMet</td><td>Zbm</td><td>km 346.600</td></tr>
<tr><td></td><td>FF</td><td>Zbm</td><td>BRMet</td><td>km 346.600</td></tr>
<tr><td>Elst</td><td>KK</td><td>CUP</td><td>Nm</td><td>km 290.000</td></tr>
<tr><td></td><td>HH</td><td>CUP</td><td>Est</td><td>km 190.000</td></tr>
<tr><td></td><td>GG</td><td>Est</td><td>CUP</td><td>km 190.000</td></tr>
<tr><td>Zevenaar</td><td>ZN</td><td>BRValo</td><td>Zv</td><td>km 107.200</td></tr>
<tr><td></td><td>ZM</td><td>BRValo</td><td>Zv</td><td>km 107.200</td></tr>
<tr><td></td><td>KL</td><td>Zv</td><td>BRValo</td><td>km 107.200</td></tr>
</table>
</td></tr>
</table>

Term	Definition
Capacity Agreement	A capacity agreement is an access agreement only laying down the capacity to which the titleholder has a right, without giving any right to access and use of the railway infrastructure. *Notes:* A capacity agreement can be concluded with a party that is authorised by law to conclude an Access Agreement (e.g. a province granting transport concessions, or a shipper), but which does not have an operating licence.
Centrally controlled area	A centrally controlled area is an area within the railway network in which the relationship between route control and track occupation, as well as the operation of individual infrastructural elements and route control can be monitored from a central location.
Combined Network	The Combined Network comprises the railway infrastructure managed by ProRail with the exception of the Betuweroute.
Cross-over	A cross-over is a facility to switch tracks on an open track by means of (at least two sets of) points. *Notes:* An example of a crossover is the Infrastructural Facility for Maintenance, which is treated as a train-path point in the scheduling process.
Dangerous goods	Dangerous goods are substances that by virtue of their properties can, even in small quantities, constitute a hazard for humans, animals or the environment, as referred to in the Carriage of Dangerous Goods Act.
Defect	A functionality of the railway infrastructure that is not working (properly).
Disruption	A disruption is a deviation from the timetable above a set standard value. Three types of disruptions can be distinguished: 1. Delays equal to or larger than the operating incident standard. 2. Cancellation for which no normal train service order has been submitted. 3. Diversion for which no normal train service order has been submitted. *Notes:* See Section 26(3) Rail Traffic Decree
Effective platform length	The maximum uninterrupted link for the platform along which a train must stop under normal circumstances for the boarding and alighting of passengers, taking an appropriate stop tolerance into account. Normal operations means the absence of interrupted operations (namely normal radiation, functioning signals, all systems function properly).
ERTMS	ERTMS is the European standardised safety system for train traffic. *Notes:* See also ETCS and GSM-R ERTMS comprises 3 levels 1. Point-to-point train safety system with fixed blocks, and conventional train detection. This is practically identical to ATC-NG in terms of functionality. 2. Cabin signalling based on radio-communication, conventional train detection, fixed blocks. 3. Cabin signalling based on radio-communication, the train reports its own position, fixed or moving blocks.
ETCS	ETCS is an integral part of ERTMS and concerns the signalling, both along the track and in the cabin.
Exceptional Transport	Exceptional transport is the transport of a consignment whose dimensions, weight or wagon type call for exceptional technical or operational measures. Transport regulations are a precondition for exceptional transport.
Freight corridor	A freight corridor is a series of EU-designated route sections located on the territory of multiple Member States designed to advance more efficient freight transport by rail.
GSM-R	GSM-R is the wireless telecommunications network for the rail sector. *Notes:* GSM-R is used as means of communication both for voice (drive and traffic controller) and data (between the fixed and mobile safety systems).

Term	Definition
KPI	A KPI (Key Performance Indicator) is a variable used to analyse a specific operational performance. It is a management instrument.
Locally controlled area	A locally controlled area is an area of the railway network, within which the operation of individual infrastructural elements and route control take place under the supervision of a traffic controller with minimum authority.
Macro topology	The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches. This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes. See also the definition of 'open track'.
Main siding line	A main siding line is a branch line that serves to connect multiple sidings in a port or industrial zone to the railway network.
Network configuration	The network configuration (macro topology) displays the railway infrastructure network at the level of train-path points (stations, stops, connections, bridges, etc.) and the open tracks. In this, the train-path points serve as nodes and the open tracks as branches.This system can be refined further by specifying the individual open tracks. Due to its enhanced level of detail, this specification can prevent conflict situations in some scheduling and capacity allocation processes.See also the definition of 'open track'.
Node	A node is a train path point or a collection of (adjoining) train path points within which several logistics and planning processes of a train service are concentrated and handled. Three types of nodes can be distinguished: • Infrastructural node: process = scheduling, allocation and release of infrastructure. An infrastructural node point is also a node point where at least three open tracks converge. • Train node: process = scheduling and performance of vehicle movements and shunting. • Personnel node point: process = scheduling and control of personnel services.
Open track	An open track is an area that connects two train-path points or two primary process line areas. *Notes* An open track does not have any exits for running trains. There are no points controllable by the process manager. An open track consists of one or more open lines. There are two views of open track (see also 'Macro topology'): • The PPLG view: here the primary process line areas are the nodes, and the open track, an interconnecting pipeline without exit option. • The train path point view: recognises more nodes than the PPLG view. Here, the train path points are the nodes, thus creating a more finely meshed network.
Performance scheme	An agreement concerning the reciprocal performance of the infrastructure manager and the railway undertaking, which may include a charging system.
Platform track	Track alongside the platform. **Track** A rail or set of parallel rails upon which railway vehicles run or that are used for stabling purposes. **Platform** A raised area along the track at a station or stop intended for the boarding and alighting of passengers and/or the (un)loading of goods.
Private passenger transport	Private passenger transport is the transport of passengers by train, other than public transport in the sense of the Passenger Transport Act.

Term	Definition
Railway undertaking	According to the Railways Act: a railway undertaking is an undertaking of which the (primary) activity concerns the provision of rail transport services for goods or passengers and which has the necessary traction to provide those services, as well as any other undertaking that makes use of or intends to make use of the railways and has access to traction.[172] *Synonym:* Transport operator.
Marshalling yard	A marshalling yard is an area forming part of the railway infrastructure intended and equipped for the stopping, starting, terminating, passing, intersecting, stabling or shunting of trains, and which area is provided with at least one switch. Sections 39 and 40 of the Rail Traffic Regulations define a marshalling yard as follows. a. All tracks designated by a number. b. The rail sections of the track lead. c. All tracks bordering the tracks as referred to under a and b, up to a maximum distance of 200 metres* before the approach signal of the marshalling yard, unless the infrastructure manager has indicated by means of a sign (SR 302) that no shunting can take place on that track or that shunting restrictions apply. Appendix 7 to the Rail Traffic Regulations lists the marshalling yards for which a distance greater than 200m is required.
Refuelling system	A system for the storage of fuel, including facilities to provide railway vehicles with fuel in an environmentally sound manner. *Notes:* In accordance with the Environmental Permit / Environmental Permit (General Conditions) Act.
RNE	RailNetEurope is a collaborative group of infrastructure managers throughout Europe. International timetable requests are coordinated and harmonised within RNE. (www.rne.eu)
Route	Connection between two places with regard to the vehicles or vessels that regularly make use of the connection.
Route section	A route section is a succession of connected train-path points and open tracks, starting and ending at a train-path point.
Service facility	The facility, including site, building and equipment, which is fitted out in full or part for the provision of one or more services as referred to in Directive 2012/34/EU, Annex II, points 2 to 4.
Shunting	Shunting is the performance of shunting operations. Rail Traffic Decree: Shunting: All traffic movements of trains (or railway vehicles) taking place at a marshalling yard. **Shunting operation** A shunting operation is a train movement without transport intent, subject to the restriction that such takes place within the boundaries of a marshalling yard or train node point without making any use of an open track.
Siding	A siding connects a company's premises to the railway network by means of a branch line and a point switch.
Slot	A slot is a set of one or more infrastructure capacity units, connected in time and space, that provides space for a valid infrastructure use purpose of the railway infrastructure.
Stabling line	**Stabling line** A stabling line is a track where trains can be stabled. Also called railway siding. **Stabling** Stabling is the temporary placement of rolling stock that during the stationary period are not included in the timetable or involved in shunting.

[172] See also Section 1 Railways Act

Term	Definition
Station	A station is a building or structure that is designated by structure and layout in full or in part for the arrival and departure of railway vehicles to enable the boarding, alighting or transfer of passengers.
STM	A Specific Transmission Module (STM) is train equipment, which converts information from a conventional local safety system into information that can be processed by the ETCS. Notes: The STM-ATC is relevant to the Netherlands, the STM-Memor is relevant to the border crossing with Belgium, and the STM-PZB (Punktförmige Zugbeeinflussung) is relevant to Germany.
Time-space slot	*Synonym: see slot*
Timetable	A timetable is an overview of the scheduled rail traffic products of all transporter operators in terms of the arrival, departure and passage times of trains at train-path points. A timetable always has a specified term of validity.
Titleholder	A titleholder, according to the Railways Act, is a natural person or legal entity that is authorised to conclude an Access Agreement with ProRail. See Section 57 Railways Act
Ton metre weight	The ton metre weight is the average weight (in tons) per linear metre of a train.
Track and route section geometry	Track and route section geometry is the location of tracks and route sections expressed in geometrical terms.
Traffic use	Traffic use is the use of the railway infrastructure for traffic purposes. This is contrary to the use of the infrastructure for management purposes. *Notes:* Traffic can be distinguished into running and stationary traffic. Management is the construction, maintenance and renewal of the infrastructure. In the railway sector: • Running use is the running of the train, (dis)embarking, (un)loading and shunting for the composition of trains. • Stationary use concerns the stabling and upkeep of railway vehicles: inspections, replenishment of consumables, internal and external cleaning for hygiene purposes, minor repairs.
Train path	A train path is a feasible movement assigned to a train slot. According to Directive 2012/14/EU, a train path is: the infrastructure capacity to run a train between two places over a given time-period.
Train path	*Synonym:* see path
Train service & traffic control	**Traffic control** The organisation of people and systems with the following tasks: • ensuring railway safety • releasing routes to users of the infrastructure • in case of a deviation between the requested and available routes, revision of the process plan and the provision of information on the changes made • taking appropriate measures in case of a disaster and reporting the occurrence thereof. **Network traffic control** The organisation of people and systems with the following tasks: • allocation and distribution of railway infrastructure capacity during the operational phase • provision of information on the allocation • evaluation of the handling of disruptions
Train slot	A train slot is a successive set of one or more infrastructural capacity units, which facilitate valid use of the railway infrastructure.
Transport	The use of capacity for the actual transport of passengers or freight.

Term	Definition
Track access charge	The term 'track access charge' is a collective term for the various charges paid by railway undertakings to ProRail in connection with the services they purchase from ProRail for the acquisition of capacity rights and access to and use of the railway infrastructure and facilities managed by ProRail, as well as the services to be provided in connection therewith. A track access charge consists of the following elements: 1. The charge for the basic access package (Category 1 services)[173], possibly supplemented by a charge as referred to in Sections 62(2) and 6(a)[174] and (b)[175] Railways Act. 2. The charge for Category 2, 3 and 4 services (insofar as they are offered by ProRail)).[176] Levies, discounts, addition or deduction as referred to in Section 62(6)(c), (d)[177], (e), (f) and (g) Railways Act.
User restriction	A user restriction is a deviation from the normal utility value of the rail infrastructure. For example: • temporary speed restrictions (TSR) • access norms and transport regulations • track exclusion • point switch exclusion • load restrictions • current take-up restrictions • environmental permit restriction • transport restrictions • noise restrictions
VPT system	This is an information & communication system that supports the scheduling, operation and intervention of the train service.
Wrong Track	Wrong Track entails the use of a driving direction for which a track is not equipped and no safety system is installed.

Abbreviation	Meaning
ACM	Consumer & Market Authority
ATC	Automatic Train Control
ATC-e	Automatic Train Control-basic
ATC-EG	Automatic Train Control first generation
ATC-NG	Automatic Train Control new generation
ATC-Vv	Automatic Train Control improved version
BP	Out-of-gauge loads
BV	Exceptional transport
Buta	Urgent capacity request
CCA	Centrally controlled area
CER	Community of European Railway and Infrastructure Companies
CIEBR	Coöperatieve Inkoopvereniging Elektriciteit Betuweroute U.A.
CIT	International Rail Transport Committee
CUI UR	Uniform Rules concerning the Control of Use of Infrastructure in International Rail traffic.
ERTMS	European Rail Traffic Management System
ETCS	European Traffic Control System

173 See Annex II, point 1 to the Directive.
174 See Railway Capacity Allocation Decree.
175 See Implementing Regulation 2015/429 setting out the modalities to be followed for the application of the charging for the cost of noise effects.
176 See Annex II, points 2, 3 and 4 to the Directive. Category 2 services concern the (access to) service facilities and to the services provided in those facilities, Category 3 services concern supplementary services, category 4 services concern ancillary services.
177 See HSL Levy Decree.

Abbreviation	Meaning
EU	European Union
GSM-R	Global System for Mobile Communications for Railways
GTI	Freight Train Check-in
ILT	Environmental Health and Transport Inspectorate
KPI	Key Performance Indicator
LCA	Locally controlled area
LTSA	Long-Term Rail Agenda
PHS	High Frequency Rail Transport Programme
PPLG	Primary process line area
RIC	International coach regulations
RIV	International wagon regulations
RNE	RailNetEurope
SPAD	Signals passed at danger
STM	Specific Transmission Module
Transport Inspectorate	Relevant department of the Ministry of Infrastructure and Water Management
TSI	Technical Specification for Interoperability
TSR	Temporary speed restrictions
VIVENS	Cooperative for the purchase and sale of power on the Dutch railway network
W-LIS	Wagon load information system

Appendix 3 Consultation (section 1.5.3)

ProRail has drawn up the Network Statement 2025 following consultation with the titleholders and other stakeholders involved. The process of consultation on the Network Statement 2025, as well the outcome thereof, are described in this appendix.

Consultation with railway undertakings
Subjects involving changes to the Network Statement have been discussed at consultation tables or in other forms of consultation to which all railway undertakings were invited. The outcome of these consultations, as well as other data intended for updating and improvement of the Network Statement, have been processed in the draft Network Statement 2025.

Start of consultations
The draft Network Statement 2025 was made available on 25 August 2023 to:

- All railway undertakings active at that time on the main railway network managed by ProRail.
- All administrative bodies authorised to grant concessions for passenger transport by train.
- the ACM (Consumer & Market Authority);
- Other stakeholders, including parties in the rail freight chain (such as port operators, shippers, operators and equipment maintenance companies).

These titleholders received a newsletter by email containing a reference to the presentation letter, the draft Network Statement 2025 and the list of rail-related services and third-party service facilities. Also attached for comparison is a document highlighting the differences between the draft Network Statement 2025 and the Network Statement 2024. In addition, titleholders were invited to an information meeting in April 2023 on the proposed changes to the draft Network Statement 2025. During these consultations, the titleholders were given the opportunity to ask substantive questions and to make suggestions for improving the process and contents.

Questions and comments by titleholders and stakeholders
Titleholders and stakeholders were given an opportunity until 6 October 2023 to respond in writing to (the changes to) the draft Network Statement 2025. ProRail received substantive comments from NS, Arriva, DB Cargo, RTB Cargo and RailGood.

ProRail reaction
ProRail has drawn up a list of the received questions and comments. Also explained in the list is the consequence attached thereto by ProRail. Some of the received questions and comments led ProRail to make a number of changes to the draft Network Statement 2025. All material changes to the draft Network Statement 2025 are accounted for in the statement.

ProRail has provided all parties who have responded in writing with a statement of questions and comments submitted by titleholders and stakeholders, together with ProRail's response. ProRail will also make the statement available to other titleholders on request.

Appendix 4 Regulations on the settlement of complaints and disputes (section 1.3.3)

1. General regulations on the settlement of complaints and disputes

Article 1.

1. If a party is of the opinion that the other party is not complying in full with the Access Agreement or the Capacity Agreement and an attempt has been made to effect compliance by means of verbal consultation with the party in alleged default, the party seeking compliance can submit a written complaint to the person or the contracting party that is responsible for compliance with that part of the Access Agreement or the Capacity Agreement to which the complaint pertains. The complaint is submitted to the Account Management department of ProRail.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within fourteen days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when both parties agree on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue. The dispute is submitted to the Account Management department of ProRail.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
   Dispute handling at ProRail is carried out at department management level, and as concerns the railway undertaking, at a management level selected for this purpose by the railway undertaking. The parties may choose to submit the dispute to a different management level.
6. A dispute is resolved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 2.

1. All disputes, with the exception of those referred to in the regulations on capacity allocation disputes, which may ensue from the Access Agreement and which cannot be solved amicably on grounds of Article 1 of these General Regulations on the Settlement of Complaints and Disputes, will be solved in accordance with Article 29 of the General Terms & Conditions to the Access Agreement.
2. These regulations are without prejudice to the right of parties in cases of urgency to submit a dispute directly to the body designated for this purpose in Article 29 of the General Terms & Conditions.

Article 3.

1. If a stakeholder is of the opinion that ProRail has handled it unfairly, discriminated against it or that it has otherwise been disadvantaged in the drafting of the Network Statement, in particular in the handling of the opinion that it has submitted to ProRail in response to the draft of the Network Statement, this stakeholder can submit a complaint in writing to the Account Management department of ProRail. Complaints relating to the elements included under Section 58(5) Railways Act shall be submitted within two weeks of the publication of the Network Statement or of a change to the relevant parts of the Network Statement.
2. Following receipt of the complaint as referred to in the previous paragraph, ProRail shall within fourteen days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily solved when the complainant and ProRail agree on a solution to the complaint.
4. If a complaint is not resolved satisfactorily, the issue is regarded as a dispute if ProRail is notified of such in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. ProRail shall deal with the dispute within five working days of receipt of the notification referred to in the previous paragraph.
6. A dispute is solved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 4.

1. All disputes concerning the Network Statement, which cannot be solved amicably on grounds of Article 3, may, with due observance of the provisions of Section 58(5) Railway Act, be submitted to the ACM in accordance with Section 71(1) Railway Act.

2. These regulations are without prejudice to the right of parties in cases of urgency to submit a dispute directly to the Consumer & Market Authority (ACM) designated for this purpose in Section 71(1) Railways Act.

2. General regulations on the settlement of complaints and disputes regarding the station portfolio

Article 1.

1. If any party is of the opinion that the other party is not complying in full with any agreement concluded with ProRail and/or NS Stations regarding the access to a specific or the delivery of a service by the facility as referred to in Section 18 Implementation Decree Directive 2012/34/EU, and an attempt has been made to effect compliance by means of verbal consultation with the party in alleged default, this party can submit a written complaint via the contact form of ProRail and NS Stations: https://stations.nl/contact.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within ten working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when both parties agree on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute of which the party in alleged default will be notified in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt. Dispute handling at ProRail and NS Stations is carried out by the management of ProRail and NS Stations, respectively, as concerns the railway undertaking, at a management level selected for this purpose by the railway undertaking. The parties may choose to submit the dispute to a different management level.
6. A dispute is resolved when both parties agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 2.

1. If a stakeholder is of the opinion that ProRail and/or NS Stations has treated it unfairly, discriminated against it or that it has otherwise been disadvantaged as regards the making of an offer for access to station facilities and/or the delivery of services, falling under the station portfolio (as referred to in Section 18 Implementation Decree Directive 2012/34/EU), the stakeholder can submit a complaint in writing to the management board of NS Stations and/or the board of directors of ProRail.
2. Following receipt of the complaint as referred to in the previous paragraph, the receiving party will within ten working days respond in writing stating, if the complaint is deemed justified, a proposal for resolving the complaint and the period within which such can be realised.
3. A complaint is regarded as satisfactorily resolved when the stakeholder and the receiving party have agreed on a solution to the complaint.
4. If a complaint is not satisfactorily solved, the issue is regarded as a dispute if the other party is notified of such in writing. Written notification of the dispute will include a description of the dispute, how it has come to arise and the position of both parties on the issue.
5. The party receiving the notification as referred to in the previous paragraph, will proceed with the handling of the dispute within five working days of receipt.
6. A dispute is resolved when both parties to the complaint can agree to the chosen solution.
7. Both parties will do their utmost to find a solution to any complaint and/or dispute that arises between them.

Article 3.

1. All disputes regarding the station portfolio as referred to in Section 18 Implementation Decree Directive 2012/34/EU, which may arise further to one or more agreements concluded between the railway undertaking and NS Stations or the Access Agreement concluded with ProRail, which concern the services offered in the stations portfolio will be submitted to the competent civil court of Rotterdam if these disputes cannot be settled amicably between the parties or by a committee to be appointed by the parties in which each party appoints an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties, except if the railway undertaking has have concluded a (rental) agreement providing for another matter of dispute resolution.
2. In deviation of the provisions of the previous paragraph, the parties to an agreement concluded with NS Stations or an Access Agreement concluded with ProRail can further determine that the disputes referred to in this paragraph will be resolved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
3. These dispute regulations are without prejudice to Article 71 Railways Act.

Appendix 5 Model Access Agreement and General Terms & Conditions (section 3.3)

1 Model Access Agreement

The model Access Agreement 2025 reflects the services stated in the Network Statement that are offered by ProRail. The model Access Agreement 2025 is, from 1 July 2024, available in two versions on the ProRail website:

- A model Access Agreement 2025 to be concluded between ProRail and titleholders that qualify as railway undertakings.
- A model Access Agreement 2025 (hereinafter called 'model Capacity Agreement 2025') to be concluded between ProRail and titleholders that do not qualify as railway undertakings.

General Terms & Conditions

Contents

General Terms & Conditions Access Agreement ProRail 2024 (final version 31 May 2023)

Titel I. General Terms & Conditions

Article 1. Definitions

The definitions below are used in these General Terms & Conditions.

1. (Supplementary) service licence: the licence as referred to in Section 123a(1) Railways Act.
2. General Terms & Conditions: these general terms and conditions.
3. Company performance data: the values acquired by a party within the performance of the Access Agreement with regard to reliability, availability, operational quality, safety, health and the environmental impact of processes and systems of the other party.
4. Operating Licence: the licence as referred to in Section 28 Railways Act.
5. Handling costs: extra office and communication costs, administrative costs involved in handling the loss event, costs of replanning the operational activities and the costs of additional persons required during the period that the loss event hampers normal operational activities.
6. Infrastructure manager: the holder of a concession as referred to in Section 16(1) Railways Act, or the body designated by law in the Netherlands as infrastructure manager as referred to in Article 3(2) Directive 2012/34/EU
7. Concession: the concession as referred to in Section 16(1) Railways Act.
8. CUI: Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI – Appendix E to the Convention concerning International Carriage by Rail (COTIF), Treaty Series 277 2011 dated 28 December 2011), as applicable.
9. Third party: any natural person and/or legal entity other than the infrastructure manager, the railway undertaking or their auxiliary persons.
10. Track access charge: the charge as referred to in Section 62(1) Railways Act.
11. Titleholder: a titleholder as referred to in Section 57 Railways Act, being the contracting party of the infrastructure manager to the Access Agreement.
12. Auxiliary person: the subordinate or other natural person and/or legal entity, whose services are engaged by the titleholder or the infrastructure manager in the sense of Book 6 Dutch Civil Code.
13. Admission Certificate: the certificate as referred to in Section 36(4) Railways Act, as applicable on 19 July 2008.
14. Network Statement: the applicable network statement as referred to in Section 58 Railways Act, including the Supplements to the Network Statement that have been announced up to and including the day before the signing of the Access Agreement.
15. Information services: information services forming part of the basic access package as well as information services as referred to in Sections 5.5.1 and 5.5.2 of the Network Statement.
16. Operational Conditions: the Operational Conditions as contained in sections 3.4 and 6.2 of the Network Statement.
17. Party: the infrastructure manager or the titleholder.
18. Parties: the infrastructure manager and the titleholder.
19. Loss event: an event or series of events, resulting in loss, following on from one and the same cause.
20. Railway vehicle: a vehicle intended for traffic on the railways.
21. Railways: the railways and accompanying railway infrastructure as referred to in Section 1 Railways Act, the management of which has been assigned to the infrastructure manager, as well as other infrastructural facilities managed by the infrastructure manager, as described in section 2.2.1 of the Network Statement.
22. Railway undertaking: the titleholder insofar as acting as a railway undertaking as referred to in Section 1 Railways Act.
23. Railways Act: Act of 23 April 2003, containing new general rules regarding the construction, management, accessibility and use of railways, as well as traffic on the railways (Bulletin of Acts and Decrees 2003, 264) as applicable.
24. Access Agreement: the agreement, including the appendices thereto, as referred to in Section 59 Railways Act.
25. Attributable: loss due to fault or a cause that under law, regulations or custom is for the risk and account of the party causing the loss.
26. Safety Certificate: the certificate as referred to in Section 32 Railways Act.
27. Vehicle licence: the licence as referred to in Section 26k Railways Act.
28. Passenger Transport Act 2000: Act of 6 July 2000, laying down new rules for public transport, private bus transport and taxi transport (Bulletin of Acts and Decrees 2000, 314) as applicable.

Article 2. Access Agreement, General Terms & Conditions and Operational Conditions

1. The contractual legal relationship between the parties concerning the access to and use of the railways is laid down in writing in the Access Agreement, the General Terms & Conditions and the Operational Conditions.
2. Supplements and/or changes to the General Terms & Conditions and/or the Operational Conditions agreed by the parties are binding only if determined in writing in the Access Agreement.
3. The persons appointed as contract manager on behalf of the titleholder and the infrastructure manager will be specified in the Access Agreement. The parties may in the Access Agreement also appoint categories of officials who are authorised to implement the Access Agreement on their behalf.
4. The Access Agreement may also include further regulations on the handling of complaints about operational matters.
5. If and insofar as a titleholder, under the terms of a contract concluded with the infrastructure manager, acts as auxiliary person of the infrastructure manager in performance of the Concession granted to the infrastructure manager, and damage is caused to a decommissioned section of the railways and/or the decommissioned section of the railways is not available to the titleholder and/or damage is caused to the titleholder by making use of the decommissioned section of the railways, the liability provisions of the aforementioned agreement applies to said damage and/or unavailability, with exclusion of the liability provisions of the Access Agreement, the General Terms & Conditions and the Operational Conditions.

Article 3. Change procedure Access Agreement, Operational Conditions and/or General Terms & Conditions

1. A request to change the Access Agreement, Operational Conditions and/or General Terms & Conditions, which request for change does not ensue from statutory measures or a ruling by a court of law or arbitration board, will be submitted in writing and will in any event include a description of the proposed change(s) and the resulting consequence(s) in terms of the rights and obligations of the parties. The infrastructure manager will in every case evaluate whether the changes proposed by the titleholder are non-discriminatory towards other titleholders.
2. The parties will do their utmost to reach agreement on a proposed change within thirty calendar days of receipt of a change proposal.
3. Changes to the Access Agreement, Operational Conditions and/or General Terms & Conditions can only be made in the form of a written supplement to the Access Agreement signed by the parties.
4. If changes are to be made to the General Terms & Conditions, Operational Conditions and/or the Access Agreement by force of statutory measures, the Concession or a ruling by a court of law or arbitration board, the infrastructure manager, if given the opportunity to do so, will consult with the relevant authority, put up a defence in the court or arbitral procedure, and make every effort to prevent or limit any negative consequences for the parties. In such a case, the infrastructure manager will inform the titleholder in writing with inclusion of a proposal for change. The infrastructure manager will make this proposal with due consideration for the reasonable interests of the titleholder and make every effort to prevent or limit any negative consequences for the titleholder. If the titleholder does not agree to the proposed change, the infrastructure manager will nevertheless be entitled to adopt the proposed change unilaterally.
5. In urgent cases, whereby the provisions of the previous paragraph are applicable, the change proposal and consultation as set out in this paragraph may be omitted. If this is applied, the infrastructure manager shall provide an explanation afterwards.

Article 4. Nullification of provisions

In case of a legally irreversible nullification by the competent authority of one or more provisions of the Access Agreement, the General Terms & Conditions or the Operational Conditions, these provisions will be replaced by provisions that reflect as much as possible the original intention of the parties. Nullification of one or more provisions will not affect the validity of the other provisions.

Titel II. Information and confidentiality

Article 5. Provision of information

1. The parties will notify one another of every incident that could hinder fulfilment of the essential obligations of the Access Agreement, which will in any event include every relevant change, suspension and withdrawal of the Concession of the infrastructure manager, or of the Safety Certificate and/or Operating Licence of the railway undertaking.
2. The parties will in the Access Agreement agree on the manner (including the time and frequency) in which the railway undertaking will provide the information as referred to in section 3.4.6 of the Network Statement, and specify all other information that they will exchange with one another within the performance of their relationship.
3. The parties will inform one another promptly if they have any information other than referred to in the previous paragraph, of which they know or should in all reasonableness realise that the titleholder or the infrastructure manager requires this information for the proper performance of the Access Agreement. This

obligation in any case pertains to all relevant safety information as referred to in Article 4 of Regulation (EU) No. 1078/2012.

4. If one of the parties incurs a loss as a result of the actions of a third party or auxiliary persons, the parties will, if such is possible and can reasonably be expected, assist one another in determining the identity of the third party or auxiliary persons in question.
5. The titleholder will, at no expense, provide the infrastructure manager with information required by the infrastructure manager in order:
   a. to draw up a draft noise map as referred to in Article 7 of Directive 2002/49/EC of the European Parliament and of the Council of 25 June 2002 relating to the assessment and management of environmental noise, *OJEU* 2002, L 189, with regard to the noise load caused by the main railway network;
   b. to comply with the obligations resting on the Netherlands pursuant to Regulation (EU) no. 2018/643 of the European Parliament and of the Council of 18 April 2018 with regard to rail transport statistics, *OJEU* 2018, L 1124;
   c. to draw up the compliance report on noise production limits as referred to in Section 11.22 Environmental Management Act;
      After the Environment and Planning Act has come into force, subsection c is replaced by:
      for drawing up the compliance report on noise production limits as referred to in Section 11.22 Environmental Management Act as it read before the Environment and Planning Act came into force or for drawing up the monitoring report as referred to in Section 10.42b Environmental and Planning Decree, to the extent that and for as long as the said Act and Decree remain in force.
6. The parties will ensure that personal data provided for the execution of the Access Agreement will only be processed in accordance with relevant laws and regulations, including (but not limited to) the GDPR.

Article 6. Confidentiality

1. Conditions of confidentiality
   a. The parties will observe confidentiality regarding all data that according to the provisions of this article are classified as confidential.
   b. Classified as confidential are the Access Agreement, information that the parties provide one another within the performance of the Access Agreement, as well as information that is classified as confidential pursuant to the provisions of this article or at the explicit instruction of the provider.
   c. The parties will take appropriate measures to protect confidential information contained in their information systems.
   d. Information that falls under the confidentiality provisions of this article can without the permission of the other party or a titleholder be released to and used by a third party if so prescribed by lawn or a final and binding court order or arbitral award.
   e. The parties will impose on their auxiliary persons an obligation to comply with the duty of confidentiality applicable between the parties.
   f. The obligations under this article remain in force on termination of the Access Agreement.

2. Provisions regarding the confidentiality of information exchanged between the parties
   a. The parties will exclusively use the information exchanged between them within the context of the performance of the Access Agreement for the purposes for which it is provided and will not release said information to third parties without the permission of the other party, except in the cases provided for by this article.

3. Provisions regarding the confidentiality of information concerning the other party that is available to the parties
   a. The parties will treat company performance data as confidential information and not release such to third parties without the permission of the other party, except in the cases provided for by this article.
   b. The infrastructure manager is entitled to grant other titleholders who have accepted these General Terms & Conditions, as well as managers of connected railway networks access to information on the capacity requested by the titleholder, on condition that they handle such information as confidential.
   c. The infrastructure manager is entitled to release information on the capacity allocated to a titleholder and about the current train service of the railway undertaking as confidential information to the other railway undertakings who have accepted these General Terms & Conditions, as well as to managers of connected railway networks.
   d. The infrastructure manager is entitled to release the timetable data, train run data and the passenger train forecast in TSI TAP[178] of the railway undertaking to railway undertakings, station managers[179] and managers of connected railway networks for the purpose of travel information services. The

[178] Regulation (EU) No. 454/2011, *OJEU* 2011, L 123.

[179] As provided for in Regulation (EU) No 2021/782, *OJEU* 2021, L 172.

infrastructure manager is entitled[180] to provide real-time train arrival and departure information (other than historical and tourist trains) to railway undertakings, ticket vendors, tour operators and station managers.

e. The infrastructure manager is entitled to make the values of the information and performance indicators, as referred to the Railways Act or Article 7.3 points a and b of the Concession, available to the concession authorities unless determined otherwise in the Access Agreement or Article 7.5 of the Concession. The infrastructure manager is not entitled to provide underlying data associated with these values to the concession authorities, as this is business confidential data and the railway undertaking also considers this data as confidential within the meaning of Article 6.1.b.

f. The infrastructure manager is entitled to provide train flow information to its auxiliary persons, exclusively for use within the framework of the agreement concluded between the infrastructure manager and the auxiliary persons regarding the performance of work on the management of the railways, insofar as the auxiliary persons require that information within the context of the work on the management of the railways as assigned by the infrastructure manager. Infraspeed Maintenance B.V. is for the application of this article regarded as the auxiliary persons of the infrastructure manager.

4. Provisions regarding information on other titleholders (third-party interest)
   a. Titleholders will observe the confidentiality of any information acquired via the information systems of the infrastructure manager or consultations organised by the infrastructure manager about capacity allocation, train service handling and/or the company performance data of other titleholders. This information may not be used as evidence in legal procedures between the titleholder and other titleholders.
   b. Titleholders accept that information on their capacity requests, capacity allocation, the train service handling and/or company performance data will via the information systems of the infrastructure manager become available to managers of connected railway networks and other titleholders who have accepted these General Terms & Conditions.

Titel III. Rights and obligations of the infrastructure manager and titleholders

Article 7. Access to and use of the railways by the railway undertaking

1. The titleholder, exclusively if and insofar as authorised to act as railway undertaking, has access to the railways and the right to make use thereof subject to the conditions and in the manner as determined in:
   a. The applicable national and international regulations and the ensuing regulations and rulings by a court of law and/or arbitration board imposed on the infrastructure manager.
   b. The Access Agreement.
2. Prior to the signing of the Access Agreement, the railway undertaking will provide the infrastructure manager with the documents listed below.
   a. A valid operating licence or comparable document as referred to in Section 30(1) Railways Act.
   b. a valid Safety Certificate.
   c. Proof of compliance with the provisions of Section 55 Railways Act.

   The railway undertaking will immediately, in any event within 5 days, notify the infrastructure manager in writing of any event that restricts or ends the validity of the aforementioned documents. The railway undertaking will provide the infrastructure manager with written notification of any change to its liability insurance before such comes into effect, insofar as it can reasonably be assumed that such will or could have consequences for the Operating Licence.
3. The railway undertaking is not permitted to alter, damage or contaminate the railways or to use it in any manner other than that for which it is intended, has been equipped or has been made available. Contamination as referred to in this paragraph does not include the disposal, either directly or indirectly, of solids or fluids that are released during the normal operation of railway vehicles as referred to in Section 19(1)(b) Railways Act. *The second sentence will lapse after the Environment and Planning Act comes into force.*
4. The parties will ensure that any auxiliary persons engaged in the performance of the Access Agreement will receive adequate instruction in this respect and have the necessary knowledge and skills. Auxiliary persons that appear not to have the necessary knowledge and skills will – whether or not at the request of any of the parties – be immediately discharged from performance of the engaged work.
5. The railway undertaking is liable towards the infrastructure manager for actions of consignors and consignees, as defined under transport law, who perform or instruct work at public freight terminals and/or marshalling yards, in as far as the railway undertaking has any physical or legal influence on such actions.
6. If loss ensues as a result of the actions as referred to in the previous paragraph, the railway undertaking is only liable if the loss event is attributable to the action of a third party and the railway undertaking had the physical and/or legal ability to prevent the loss event and the consequences thereof. This provision is without

[180] As provided for in Article 10 Regulation (EU) No 2021/782, *OJEU* 2021, L 172.

prejudice to the liability of consignors and consignees for their actions at these freight terminals and/or marshalling yards.

Article 8. Access to and use of information services

1. The infrastructure manager will perform its work regarding the access to and use of information services, or have this performed by auxiliary persons, in accordance with the service levels stated in the Service Level Agreement(s) attached to the Access Agreement.
2. If the obligations pursuant to paragraph 1 cannot be fulfilled in accordance with the agreed service levels, the infrastructure manager will immediately inform the titleholder thereof and take all reasonable actions to achieve compliance with the agreed service levels.
3. The titleholder will handle the software and hardware made available by the infrastructure manager within the context of paragraph 1 with due care and you such exclusively for the purpose for which they were made available by the infrastructure manager, without making any changes to the content thereof. The titleholder and/or its auxiliary persons will comply in full with any accompanying manuals or instructions provided by the infrastructure manager.
4. Any work to be carried out by the infrastructure manager as a result of defects in software and/or hardware caused by injudicious use, use contrary to the instructions given by the infrastructure manager, or use contrary to that agreed by the parties does not form part of this Access Agreement.
5. The infrastructure manager retains the intellectual property rights to all software provided by the infrastructure manager to the titleholder within the context of the granting of access to and use of the information services. The network manager retains the intellectual property rights to information provided by the network manager to the titleholder within the context of the granting of access to and use of the information services. The infrastructure manager will by means of the Access Agreement grant the titleholder a licence to use the aforementioned software and data for the agreed information services in the manner prescribed by the infrastructure manager.
6. The reproduction and/or publication and/or the commercial exploitation of any software and hardware made available by the infrastructure manager within the context of the granting of access to and use of information services, or use by or on behalf of third parties or other services and systems of the titleholder and/or its auxiliary persons is prohibited, except with the prior written permission of the infrastructure manager.

Article 9. Allocation of capacity

1. The infrastructure manager is responsible for the allocation of capacity in accordance with the procedure set out in sections 4.2, 4.3, 4.5, 4.8 and 7.3.5.3 of the Network Statement as well as the provisions of the decision referred to in Section 61(1) and Section 67 Railways Act.
2. Capacity allocated in the form of train paths is allocated for the maximum duration of one timetable period.
3. If the capacity allocated to a titleholder pursuant to Article 38(1), last paragraph of 2012/34/EU is transferred by the titleholder to a railway undertaking with notification given to the infrastructure manager, all rights and obligations agreed between the titleholder and the infrastructure manager with regard to the transferred capacity will be terminated, with the exception of the payment obligation for the transferred capacity as applicable at the time of transfer. The infrastructure manager and the railway undertaking to whom the capacity is transferred will accept the transferred capacity subject to the Access Agreement concluded between the railway undertaking and the infrastructure manager unless the railway undertaking informs the infrastructure manager within five working days and in writing that it does not accept the transferred capacity.
4. The railway undertaking is not permitted to transfer the allocated capacity to a third party.
5. In the event of an emergency and if absolutely necessary as a result of a disruption or imminent disruption that renders the Railway temporarily unusable according to the procedure referred to in section 4.3.4 point a of the Network Statement, the allocated capacity is cancelled. In case of a threat of disruption in the short term, the network infrastructure ance within the meaning of Section 55 Railways Act cannot be provided by the railway undertaking. The infrastructure manager will only withdraw or modify allocated capacity after notifying the titleholder that and on what grounds withdrawal or change occurs.
    a. insofar as this concerns capacity that has been allocated for the purpose of providing passenger transport services by rail, but which the titleholder is no longer entitled to provide in accordance with the Passenger Transport Act 2000 or a public service contract as referred to in Article 2(i) of Regulation 1370/2007.
6. When using the authority referred to in the previous paragraph, the infrastructure manager will make every effort to limit the negative consequences thereof for the titleholder in terms of duration and scale. The infrastructure manager will consult in advance with the titleholder if it wishes to exercise the authority referred to in the previous paragraph in order to prevent an instruction by the competent authority.

Article 10. Use of railway vehicles by railway undertaking

1. The infrastructure manager is entitled by virtue of the relevant national and international regulations, the Concession and/or a ruling by a court of law or arbitration board, to carry out a supplementary inspection of

(repaired) railway vehicles with regard to those aspects that were not included in the inspection performed under the terms of the Admission Certificate or the (supplementary) service licence or the vehicle licence.
2. Following the results of the supplementary assessment referred in the first paragraph, the infrastructure manager can give instructions to and/or impose conditions and/or restrictions on the use of the railways or exclude the railway vehicles in question from use of the railways. The results of the assessment are reported to the railway undertaking in writing.
3. The conditions and restrictions referred to in the second paragraph can include:
   a. The setting of a re-assessment term.
   b. A re-assessment following changes made to the railway vehicle.
   c. The (temporary) application of a classification.
   d. The (temporary) application of reasonably necessary measures to the infrastructure at the expense of the railway undertaking.
4. The railway undertaking will provide the infrastructure manager with information on the identification and the deployment possibilities and limitations of the railway vehicles used by the railway undertaking.
5. At the infrastructure manager's first request, the railway undertaking will, with regard to the relevant railway vehicle, submit a valid EC inspection statement and/or, for railway vehicles as referred to in Section 122a Railways Act, a valid Admission Certificate and/or exemption as referred to in Section 26(k)(5) Railways Act as applicable on 1 April 2012 or a (supplementary) service licence or a vehicle licence.
6. The responsibility of the railway undertaking for a deployed railway vehicle ends as soon as another railway undertaking has transported or moved that vehicle, or has notified the infrastructure manager that it assumes responsibility for the vehicle.
7. If a railway undertaking, barring an exemption as referred to in Section 26k(5) Railways Act, acts in contravention of the prohibition referred to in Section 26k(1) Railways Act or is not in possession of a valid Admission Certificate or a (supplementary) service licence and/or the railway undertaking does not use the vehicle service licence and/or railways in accordance with the assessment as referred to in this article, the infrastructure manager is entitled to immediately refuse the railway undertaking use of the railway vehicle in question on the railways and to instruct that such use be terminated at once. The ensuing costs are for the account of the railway undertaking. The infrastructure manager is also entitled to refuse the use of railway vehicles if they no longer meet the technical specifications on which they were assessed during the approval process. Such railway vehicles may, if deployed on the railways, only be moved by the railway undertaking under its own risk, with the permission of the infrastructure manager and subject to certain conditions.

Article 11. Safety and the environment

1. Railway undertakings that make use of a marshalling yard managed by the infrastructure manager and perform activities subject to a permit requirement thereon may only do so within the framework of the environmental permit issued for said activities. Railway undertakings will give the network manager the opportunity to assess in advance whether the proposed operations at marshalling yards are pursuant to the conditions of the Environmental Management Act and the applicable environmental permit. Railway undertakings that (plan to) carry out operations at marshalling yards that require an environmental permit, are obliged to consult and comply with the provisions of the environmental permit in question. The infrastructure manager is responsible for enabling adequate performance under the terms of the issued permits. *After the Environment and Planning Act comes into force, the second sentence will be replaced by:*
   Railway undertakings will give the infrastructure manager the opportunity to assess in advance whether the proposed operations at marshalling yards are pursuant to the conditions of the Environmental Management Act and the applicable environmental permit.
2. The railway undertaking will use the railway infrastructure in accordance with the user restrictions and user regulations stated in section 2.4 and Appendix 9 of the Network Statement.
3. The railway undertaking will apply and environmental care system that supports compliance with the user restrictions and user regulations as prescribed by the environmental and user permits granted to the infrastructure manager. The railway undertaking will make the particulars entered into the environmental care system available to the infrastructure manager. The railway undertaking accepts that the infrastructure manager can, to verify compliance, also use other non-discriminatory measures that provide a fair view of the situation.
4. The railway undertaking will notify the manager as soon as possible of any risk or occurrence of damage by the railway undertaking to the railways and/or the environment and/or the safety of third parties. This notification is without prejudice to the legal and contractual obligations of the railway undertaking.
5. The infrastructure manager is entitled by virtue of relevant national and international regulations and/or a ruling by a court of law or infrastructure arbitration board to determine that certain rail-based operating processes of the railway undertaking specified by the infrastructure manager may not be carried out on the railways, or may only be carried out at the locations designated by the infrastructure manager and/or subject to conditions imposed by it and/or using the facilities located at the site.
   Included under operating processes are:
   a. internal and external cleaning of railway vehicles;
   b. testing of railway vehicles;

c. refuelling;
d. stabling of railway vehicles;
e. removal of waste resulting from operating processes and from railway vehicles;
f. inspection and maintenance of and/or repairs to railway vehicles.

6. The railway undertaking will refrain from actions that exceed the noise limit values set by law or that infringe upon the relevant conditions of the permits prescribed pursuant to the Environmental Law (General Conditions) Act.
   After the Environment and Planning Act comes into force, paragraph 6 will be replaced by:
   Railway undertakings shall refrain from any action that would result in exceeding the noise production ceilings applicable under the Environmental Management Act or the Environment and Planning Act or violating the relevant provisions of environmental permits granted under the Environmental Law (General Conditions) Act or the Environment and Planning Act.
7. The infrastructure manager can give instructions to the railway undertaking in case of a potential infringement of the noise limit values or conditions referred to in the previous paragraph.
8. If the competent authority charged with monitoring compliance of a permit granted by law to the infrastructure manager or statutory regulations regarding the use of the railways ascertains an infringement of the applicable provisions and notifies the infrastructure manager thereof in writing, the infrastructure manager will in case of a suspicion that said breach has effectively been committed by the railway undertaking notify the railway undertaking thereof in writing as soon as possible, in any event within three working days of itself having received notification.
9. The railway undertaking and the infrastructure manager will enter into consultation on the infringement described in the notification as referred to in the eighth paragraph, including the presentation of a defence.
10. If the railway undertaking is of the opinion that a party other than the railway undertaking has committed the infringement referred to in the eight paragraph or that the infringement was in fact not committed, it will inform the infrastructure manager thereof, stating reasons, within ten working days of receipt of the notification. Findings of the competent authority endorsed by the infrastructure manager will serve as proof of non-compliance of the regulations as referred to in this article, unless the railway undertaking in its written reaction to the infrastructure manager provides explicit and motivated arguments that can be used by the infrastructure manager in its defence against the findings.
11. The railway undertaking will reimburse the penalty imposed on, or deposit forfeited by, the infrastructure manager with regard to an infringement as referred to in the eighth paragraph, unless the infrastructure manager, contrary to the request of the railway undertaking, has failed to present a defence against the penalty or forfeited deposit and/or has not given the railway undertaking an opportunity to present a defence against the penalty or forfeited deposit.
12. The railway undertaking will promptly provide the infrastructure manager with the necessary information to present a defence against the infringement described in the notification as referred to in the eighth paragraph. The infrastructure manager reserves the right to abstain from presenting a defence if such is evidently pointless or the railway undertaking fails to provide the infrastructure manager with the necessary information, in which case the railway undertaking will compensate the penalty or forfeited deposit to the infrastructure manager. The infrastructure manager will inform the railway undertaking on the course of the defence proceedings.
13. The costs of the defence with regard to infringements as referred to in the eighth paragraph are at the expense of the railway undertaking, with the exception of those cases in which the infrastructure manager has a joint interest in the defence owing to the possible consequences for the usability of the railways or in those cases that the parties have agreed in consultation to oppose the qualification of the ascertained facts as an infringement, whereby a different allocation of costs was agreed upon.

Article 12. Storage of liquids for the running of railway vehicles

The railway undertaking is exclusively permitted to tranship environmentally dangerous liquids required for the traction of railway vehicles and the operation of equipment at appropriate sites designated by the infrastructure manager, as referred to in section 7.3.10 and Appendix 21 of the Network Statement (refuelling facilities).

Article 13. Train traffic restoration measures

1. The parties will in case of a disruption of train traffic do all that may reasonably be expected of them to resolve the disruption and limit the negative consequences thereof.
2. In this context, the infrastructure manager can take various measures, including the detention, diversion, insertion, slowing down or speeding up of trains, or the cancellation of train paths. In doing so, the infrastructure manager shall apply the arrangements set out in section 6.3 of the Network Statement.
3. If the infrastructure manager offers a replacement train path in the cases as referred to in paragraph 2 and Article 9.7, the track access charge for the replacement path will not be higher than for the original train path.

Article 14. Cooperation by the railway undertaking

1. The railway undertaking will at the instruction of the infrastructure manager cooperate in measures aimed at resolving a disruption, regardless of the cause thereof. If the network manager deems such necessary, the railway undertaking will make its equipment and auxiliary persons available in as far as such equipment and personnel are suitable for the intended purpose.
2. The costs of the assistance referred to in paragraph 1 incurred by the railway undertaking, which has not caused the disruption, will be at the expense of the infrastructure manager.
3. If the disruption is for the risk and account of the railway undertaking, it will, at the infrastructure manager's first request, compensate the infrastructure manager for the costs referred to in paragraph 2 as well as all other costs incurred by the infrastructure manager in resolving the disruption.
4. If the railway undertaking providing assistance, despite exercising the necessary care, causes damage to the railway undertaking receiving assistance and/or the infrastructure manager or itself suffers damage, the resulting loss is for the risk and account of the party to which the disruption can be attributed.
5. If the railway undertaking providing assistance, despite exercising the necessary care, causes damage to a third party not being a party involved in the disruption, the resulting loss is for the risk and account of the party causing the disruption. The party causing the disruption will, if necessary, indemnify the other stakeholders in the disruption against any claims for compensation by such third parties.
6. The railway undertaking will participate in the response organisation subject to regulations of the Access Agreement as stated in sections 6.2.9 and 6.3.4 of the Network Statement.

Article 15. Presence on railways

1. If the railway undertaking allows (auxiliary) persons to be present on or along the railways, such takes place at the risk and account of the railway undertaking.
2. The railway undertaking will ensure that the (auxiliary) persons referred to in the first paragraph have received adequate instructions concerning the safe and properly organised presence on the railways.
3. Auxiliary persons of the railway undertaking working on the railways will be able to provide proper identification, in the form of a service pass or written instruction as auxiliary persons of the railway undertaking.

Article 16. Inspections and instructions

1. The infrastructure manager is entitled, with a view to performing the tasks and responsibilities assigned by virtue of the relevant national and international regulations and/or a ruling by a court of law or arbitration board, to carry out inspections and/or give necessary instructions to (the auxiliary persons of) the railway undertaking who will comply with such without delay. The categories of officials of the infrastructure manager who are entitled to exercise the above authority are defined in the Access Agreement.
2. The authority of the infrastructure manager as referred to in the first paragraph can exclusively be exercised for the purpose of protecting the railways, preventing or controlling nuisance experienced by the environment and other users of the railways, and the safe and effective use of the railways.
3. The inspections and instructions will cause as little hindrance as possible to the normal operating activities of the railway undertaking and will be carried out or issued, respectively, in a manner that causes minimal burden. The infrastructure manager exclusively has access to those railway vehicles, systems and equipment of the railway undertaking that are relevant to the inspection.
4. The railway undertaking will follow the instructions given by the infrastructure manager pursuant to the first paragraph. In case of failure to comply immediately with a lawful instruction as referred to in these General Terms & Conditions, the railway undertaking will forfeit an immediately payable penalty of € 1,000 for the first infringement, € 2,500 for the second infringement and € 5,000 for every subsequent infringement per timetable, without prejudice to the right of the infrastructure manager to demand compensation. In case a series of infringements consists of the failure to comply with one and the same instruction, the right of the infrastructure manager to demand an immediately payable penalty per infringement, which is maximised at € 25,000 for the series of infringements. In urgent cases, the designation will be presumed to be lawful. If it subsequently appears that the designation was not lawfully issued, the contractual penalty issued pursuant to this paragraph will lapse by operation of law.
5. If the railway undertaking fails to comply with an instruction given by the infrastructure manager, compliance with which is deemed necessary in order to prevent damage, potential damage, terminate a wrongful situation, nuisance and/or to effect speedy restoration of the train traffic as referred to in Article 13.1 of these General Terms & Conditions, the infrastructure manager is entitled to have the actions and/or work ensuing from the instruction carried out at the risk and expense of the railway undertaking.

Titel IV. Liability

Article 17. Conditions of liability

1. The provisions of CUI, Title III, apply mutatis mutandis to the Access Agreement concluded between the railway undertaking and the infrastructure manager, insofar as not deviated therefrom in Title IV of these General Terms & Conditions.
2. The limitation of liability of a party as described here in Title IV does not apply if the loss is the result of any action or negligence by that party acting either with the intent to cause said loss, or with recklessness and the knowledge that such loss could probably result therefrom.
3. The infrastructure manager and the railway undertaking accept liability for their auxiliary persons.
4. Any claim by auxiliary persons of the railway undertaking against the infrastructure manager in respect of liability for loss caused by the infrastructure manager, as well as any claim by auxiliary persons of the infrastructure manager against the railway undertaking in respect of liability for loss caused by the railway undertaking can, irrespective of the legal ground, only be filed subject to the conditions and limitations of the General Terms & Conditions.
5. The handling costs are related to the loss amount, comprising the loss items referred to in Article 18.1 points a, b and c and Article 19.1 points a, b and c, which are determined according to the table below.

Loss amount	Handling costs
from € 0 to € 100,000	2.5% of the loss amount
from € 100,000 to € 250,000	2.0% of the loss amount
from € 250,000 to € 1,000,000	1.5% of the loss amount
from € 1,000,000 to € 5,000,000	1.0% of the loss amount
from € 5,000,000	actual costs

If the loss consists exclusively of financial loss, the handling costs can be determined on the basis of the actual costs incurred. The administration costs for handling of the loss event are thereby determined according to the table below, whereby the reference loss consists of additional office and communication costs, costs of replanning the operational activities and the costs of additional personnel required during the period that the loss event hampers normal operational activities.

Reference loss			administration costs
€ 5,000	to	€ 10,000	€ 350
€ 10,000	to	€ 30,000	€ 375
€ 30,000	to	€ 50,000	€ 475
€ 50,000	to	---------	1% of the reference loss

6. If liability for the loss event is recognised promptly by the infrastructure manager without objection and compensation is paid promptly, the administration costs are limited to 50% of the amounts stated in the table above.

Article 18. Liability of the network manager towards the railway undertaking

1. The infrastructure manager accepts liability to the railway undertaking:
   a. for personal injury, namely death, or any other form of bodily or emotional harm;
   b. for property damage, namely the destruction of or damage to movable and immovable property;
   c. for financial loss,

   the cause of which lies in the railways and has been inflicted upon the railway undertaking or its auxiliary persons during the use of the railways.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the infrastructure manager and services provided by the infrastructure manager, subject to the provisions of paragraph 6 regarding the services and/or software stated therein.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation owed by the railway undertaking to parties with which it has concluded transport agreements or other third parties:
      - Exclusively the compensation which the railway undertaking is obliged to pay to counterparties to its transport contract(s) or to other third parties under statutory, European or contractual regulations and within the limits and conditions of those regulations.

b. for the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
   - all costs incurred.

c. for the financial loss consisting of the costs of replacement transport and handling costs, subject to the explicit condition that the railway undertaking is unable during a period of at least 8 (eight) consecutive hours, calculated from the start of the cause attributable to the infrastructure manager, to make full use of its allocated capacity:
   - the costs of replacement transport, as well as handling costs;

d. for the financial loss consisting of the costs of replacement transport for passengers and freight shipments involved directly in the loss event:
   - the costs of replacement transport for those passengers and freight shipments, whereby 'passengers and freight shipments involved directly in the loss event' is understood to mean those passengers and freight shipments that make use of a railway vehicle involved in the loss event as well as those passengers and freight shipments that make use of a railway vehicle that experience a comparable degree of hinder from the loss event in the sense that the consequences of the loss event for the passengers and/or freight shipments involved are the same and have been solved in the same manner. The costs of replacement transport will be calculated until the next location where transport by train can be used again, or until another location where transport by train can be used again, if these costs are lower.

e. For the financial loss consisting of the costs of temporary replacement of a railway vehicle that is not available for use, either temporarily or permanently, as a result of the loss event:
   - exclusively the reasonable costs of renting a railway vehicle during the period in which the railway undertaking does not, in all reasonableness, have another railway vehicle at its disposal for the scheduled transport.

3. The infrastructure manager is discharged from the liability referred to in the first paragraph:
   a. In case of personal injury and financial loss ensuing from the compensation owed by the railway undertaking under the terms of the CUI Uniform Rules:
      1. if the loss event was caused by circumstances outside the operations of the infrastructure manager, which the infrastructure manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof;
      2. insofar as the loss event can be attributed to the person who has suffered the loss;
      3. if the loss event can be attributed to the behaviour of a third party, which the infrastructure manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
   b. In case of personal injury and financial loss ensuing from the compensation owed by the railway undertaking under the terms of the CUI Uniform Rules, whereby the loss is caused by a railway undertaking or an instruction by the railway undertaking that cannot be attributed to the v manager or by circumstances that, and the consequences of which, the infrastructure manager could not avoid.
   c. In case of financial loss other than referred to in points a and b above:
      1. if the loss event can be attributed to the railway undertaking or to an instruction given by the railway undertaking that is not attributable to the infrastructure manager,
      2. if the loss event was caused by circumstances, such as force majeure or behaviour by a third party, which the infrastructure manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
4. The infrastructure manager accepts no liability for loss incurred by the railway undertaking as a result of an instruction by the infrastructure manager, which on grounds of the Access Agreement is lawful and given in accordance with the provisions of Article 16 of the General Terms & Conditions, as well as for the consequences of the application of Article 9.5 of the General Terms & Conditions.
5. The railway undertaking will not submit any claims to the infrastructure manager for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which the infrastructure manager is liable pursuant to Section 6:175 Dutch Civil Code;
   b. in which the loss results from any attributable infringement by the infrastructure manager of any statutory regulation regarding the use of the railways.
   c. as referred to in paragraph 2a, exclusively with respect to compensation to parties with which it has concluded transport agreement(s) pursuant to CIM and/or Title 8.18 Dutch Civil Code and the cause of which lies in the railways.

   The above is on the understanding that the compensation of financial loss as referred to in paragraph 2a is only requested insofar as the financial loss exceeds € 5,000 per loss event.
6. The infrastructure manager is liable for or loss resulting from late, incorrect and/or incomplete information provided by the infrastructure manager in the context of an information service and/or software, insofar as the loss results from an attributable failure on the part of the infrastructure manager to fulfil the agreed service levels of the relevant information service, as referred to in Article 8.1 of these General Terms & Conditions. The infrastructure manager does not accept any liability:

a. for indirect loss, including consequential damage, loss of profit, missed savings and loss due to stagnation in operations,
b. to the extent that the loss exceeds the amount agreed by the parties in the Access Agreement as consideration for the information service in question.

Article 19. Liability of the railway undertaking towards the infrastructure manager

1. The railway undertaking is liable to the infrastructure manager:
   a. for personal injury, namely death, or any other form of bodily or emotional harm;
   b. for property damage, namely the destruction of or damage to movable and immovable property;
   c. for financial loss,

   incurred by the infrastructure manager or its auxiliary persons during the use of the railways by the operated railway vehicles or by the transported persons or freight.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the infrastructure manager and services provided by the infrastructure manager.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation that the infrastructure manager owes to third parties:
      - exclusively the compensation which the infrastructure manager is obliged to pay to third parties pursuant to national and/or Community law or international law and within the limits and conditions of such law.
   b. for the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.
   c. For the financial loss, subject to the explicit condition that, if due to a cause attributable to the railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least 8 consecutive hours, calculated from the start of the event:
      - the reasonable costs of cancellation and rescheduling of work that was planned to be carried out in the period during which the loss event hindered normal operations and which work could attributably not be carried out due to that loss event, as well as the handling costs.
3. The railway undertaking is discharged from the liability referred to in the first paragraph:
   a. In case of personal injury:
      1. if the loss event was caused by circumstances outside the operations of the railway undertaking, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof;
      2. insofar as the loss event can be attributed to the person who has suffered the loss;
      3. if the loss event can be attributed to the acts of a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
   b. In case of property damage, when the damage is attributable to the infrastructure manager or to an instruction by the infrastructure manager which cannot be attributed to the railway undertaking or through circumstances that the railway undertaking could not avoid and could not prevent the consequences thereof.
   c. In case of financial loss:
      1. if the loss event can be attributed to the infrastructure manager or to an instruction given by the infrastructure manager that is not attributable to the railway undertaking;
      2. if the loss event was caused by circumstances, such as force majeure or acts by a third party, which the infrastructure manager, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
4. The infrastructure manager will not submit any claims to the railway undertaking for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which the infrastructure manager is liable pursuant to Section 6:175 in conjunction with 8:1670 et seq Dutch Civil Code;
   b. in which the loss results from any attributable infringement by the railway undertaking of any statutory regulation regarding the use of the railways;

   on the understanding that the compensation of financial loss as referred to in paragraph 2a is only requested insofar as the financial loss exceeds € 5,000 per loss event.
5. The railway undertaking indemnifies the infrastructure manager against all claims relating to any attributable infringement by the railway undertaking of any statutory regulation.
6. In case of property damage to the railways, the settlement of benefit is only applied if the infrastructure manager actually benefits from the repair of the property damage. This is only assumed if the repair of the property damage results in the postponement, in relation to the infrastructure manager's planning, by more

than five years of the first following complete renewal of the element (not being a single component) of the railways of which the repaired property is part. The infrastructure manager will, on request, provide the railway undertaking with the relevant planning. The infrastructure manager will, in case of an appeal to settlement of benefit, provide evidence of the planning.

Article 20. Liability amongst railway undertakings

1. The railway undertaking is liable towards another railway undertaking:
   a. for personal injury,
   b. for loss of and damage to property, irrespective of the ownership position,
   c. for financial loss,

   incurred by the railway undertaking or its auxiliary persons during the use of the railways by the operated railway vehicles or by the transported persons or freight.
   Unless agreed otherwise in the Access Agreement, the same liability applies to the use of service facilities managed by the infrastructure manager and the services provided by the infrastructure manager.
2. The liability for financial loss referred to in the first paragraph is limited exclusively to the loss components stated below, subject to the conditions accompanying each component and with explicit exclusion of the loss of turnover and profit.
   a. For the financial loss consisting of compensation owed by the other railway undertaking to parties with which it has concluded transport agreements or other third parties:
      - exclusively the compensation that the railway undertaking is obliged under the terms of national, European or international law to pay to parties with which it has concluded transport agreements or other third parties;
   b. for the financial loss consisting of the reasonable costs of salvage and evacuation, including the costs of temporary facilities for the personnel involved, the costs of experts, handling costs and reasonable costs for determining the liability and extent of the loss:
      - all costs incurred.
   c. For the financial loss consisting of the costs of replacement transport in the Netherlands as well as the handling costs, subject to the explicit condition that, if due to a cause attributable to a railway undertaking, traffic on the railways or a part thereof could not take place in part or full during a period of at least eight consecutive hours, calculated from the start of the event: the charged cost of replacement transport (by third parties):
      - the costs of replacement transport, as well as handling costs.
   d. For the financial loss consisting of the costs of replacement transport in the Netherlands for passengers and freight shipments involved directly in the loss event:
      - the costs of replacement transport for those passengers and freight shipments, whereby 'passengers and freight shipments involved directly in the loss event' is understood to mean those passengers and freight shipments that make use of a railway vehicle involved in the loss event as well as those passengers and freight shipments that make use of a railway vehicle that experience a comparable degree of hinder from the loss event in the sense that the consequences of the loss event for the passengers and/or freight shipments involved are the same and have been solved in the same manner.
   e. For the financial loss consisting of the costs of temporary replacement of a railway vehicle that is not available for use, either temporarily or permanently, as a result of the loss event:
      - exclusively the reasonable costs of renting a railway vehicle during the period in which the railway undertaking does not, in all reasonableness, have another railway vehicle at its disposal for the scheduled transport.
3. The railway undertaking is discharged from the liability referred to in the first paragraph if the loss event:
   a. is attributable to the other railway undertaking or to an instructions given by the other railway undertaking which is not attributable to the railway undertaking;
   b. was caused by circumstances, such as force majeure or behaviour by a third party, which the railway undertaking, despite exercising the necessary care required under the circumstances, could not avoid and could not prevent the consequences thereof.
4. The railway undertaking will not submit any claims to another railway undertaking for compensation less than € 5,000 per loss event, with the exception of those cases:
   a. in which liability is based on Section 6:175 Dutch Civil Code in conjunction with Section 8:1670 et seq Dutch Civil Code;
   b. in which the loss results from any attributable infringement by the other railway undertaking of any statutory regulation regarding the use of the railways.
5. This article is a third-party clause as referred to in Section 6:253 Dutch Civil Code. The railway undertaking accepts that another railway undertaking that has also accepted these General Terms & Conditions also has the right to directly invoke the conditions in these General Terms & Conditions that are relevant to the relationship between the railway undertakings.

Article 21. Attributable failure

Without prejudice to the provisions of Title IV above, a party who attributably fails to fulfil its obligations, after having been notified of this failure and given a reasonable period to rectify the situation, but has nevertheless failed to do so, is liable for the loss incurred by the other party, on the understanding that, except in the case of intent and/or deliberate recklessness, loss of turnover or profit by the other party is not eligible for compensation. Article 18.5, and Article 19.4 of these General Terms & Conditions apply mutatis mutandis.

Article 22. Limitation of liability, prescription and force majeure

1. The liability of the parties in any form whatsoever is limited to that provided under Title IV, without prejudice to the right of the parties to demand fulfilment of the provisions of the Access Agreement and/or these General Terms & Conditions.
2. A claim by the titleholder or the infrastructure manager based on the Access Agreement and/or these General Terms & Conditions lapses three years from the date of the event that gave rise to the claim.
3. In case of the death of persons, a time limit applies of three years starting from the day after decease, but no more than five years starting from the day after the accident.
4. If the claim by the infrastructure manager is based on an event with regard to which the titleholder has recourse against the other party of a transport agreement concluded by the titleholder, the claim by the infrastructure manager on the titleholder will lapse one month before the expiry of the time limit that applies by law or treaty to the claim by the titleholder on the other party of a transport contract concluded by the titleholder.
5. If the claim by the titleholder is based on an event governed by a transport agreement concluded by the titleholder whereby the titleholder takes recourse against the infrastructure manager, the claim by the titleholder on the infrastructure manager will lapse one month after expiry of the time limit that applies by law or treaty to the claim governed by the transport agreement.
6. Prescription is suspended if one of the parties submits the dispute to a body in the sense of Article 29 or if the matter is submitted to an arbitration board.
7. The infrastructure manager and/or the titleholder are in case of force majeure not liable for any loss whatsoever. Force majeure in the sense of these General Terms & Conditions also includes the meaning given thereto by law and legal precedents. Also regarded as force mature are power failures not caused by the infrastructure manager, suicides or attempts thereto, behaviour by animals, national or local strikes or work stoppages, whether or not organised, at the company of the infrastructure manager and/or of the titleholder.
8. The provisions of paragraph 7 are without prejudice to the obligations of the infrastructure manager under Section 5 Network Infrastructure Regulations.
9. In case auxiliary persons incur losses that can be attributed to both the infrastructure manager and the titleholder, the infrastructure manager and the titleholder now for then indemnify one another against any claims by auxiliary persons for compensation insofar as such is attributable to the infrastructure manager and the titleholder, respectively. This indemnification also applies to claims for compensation that is attributable entirely to the infrastructure manager and for which the auxiliary persons bring a claim against the titleholder, and vice versa.
10. in case a scheme applies between the infrastructure manager and the titleholder for the compensation of a specific loss event, the infrastructure manager and the titleholder now for then indemnify one another against any claims by auxiliary persons engaged by the infrastructure manager and the titleholder, respectively, relating to the loss event in question.

Titel V. Financial stipulations

Article 23. Charges

1. The track access charges and other charges for access to and use of the railways, the related service facilities and services offered by the infrastructure manager are calculated subject to the relevant provisions of the Network Statement.
2. A track access charge of nil applies for the use of the railway infrastructure for the performance of instructions by the infrastructure manager with regard to the management of the railways. Trains for which no track access charge is due under the terms of this provision will receive no timetable drafting support by the One-Stop-Shop of the infrastructure manager.
3. For the purpose of establishing the service charge for the service referred to in 1(e), or the charges for 3(a), of Annex II to Directive 2012/34/EU, the titleholder shall provide the infrastructure manager or the energy purchasing organisation authorised by the titleholder with the data on the amount of tractive power used. The railway undertaking authorises the infrastructure manager to verify with the tractive power supplier whether the submitted invoices cover the total tractive power supplied.
4. The infrastructure manager will invoice the track access charge and other charges referred to in paragraph 1 per calendar month. If the infrastructure manager sends a provisional invoice, this will be followed by a final invoice within 6 months.

5. The final settlement of amounts due under a performance scheme will be invoiced within two months of expiry of the period to which the performance scheme relates.
6. The invoiced (user) charge is not eligible for set-off in the sense of Section 6:127(2) Dutch Civil Code, with the exception of the set-off of undisputed claims and claims based on a decision by a court of law or arbitration board.
7. The infrastructure manager may in case of reasonable doubt about the creditworthiness of the titleholder at all times demand that the titleholder issue a financial guarantee in the sense of the Implementing Regulation (EU) 2015/10 as security for fulfilment of its financial obligations under the Access Agreement and the General Terms & Conditions, as referred to in this article.
8. The costs of the security referred to in the previous paragraph are borne by the titleholder.

Article 24. Payment conditions

1. The titleholder and the infrastructure manager will pay the amounts owed by virtue of the Access Agreement and these General Terms & Conditions no later than 30 days after receipt of the invoice. In case of non-cash transfers, the date of receipt by the recipient's bank is regarded as the date of payment.
2. If the infrastructure manager or the titleholder fail to pay the amounts due under the Access Agreement and these General Terms & Conditions in the manner set out above, and the failure is due to a cause attributable to the network manager or the titleholder, the amount due is increased by statutory interest in accordance with Section 6:119a Dutch Civil Code, calculated from the final day on which payment should have been made.
3. All amounts due under the Access Agreement and/or these General Terms & Conditions are stated in euro and exclusive of VAT.infrastructureubmitted in writing within two months of receipt of the invoice. On expiry of the aforementioned term, the parties lose their right to appeal against the amount of the invoice. Systematic defects that come to light during the handling of a timely submitted objection against an invoice will, however, also lead to the recalculation of earlier invoices for which the term of objection has already expired. This paragraph does not apply to invoices submitted with a view to acquiring compensation.
4. Following an objection as referred to in the fourth paragraph, the parties are authorised to suspend payment until the other party has voiced its opinion on the validity of the objection. In case of partial dispute of the invoice, the undisputed part of the invoice will be settled within the term of payment.
5. In deviation of the provisions of the first paragraph, invoices for compensation as referred to in Title IV will be paid within 30 days of the amount of the compensation has been determined and notified to and acknowledged by the debtor. In deviation of the second paragraph, amounts due in compensation are subject to statutory interest in accordance with Section 6:119 Dutch Civil Code.

Titel VI. Suspension and termination of Access Agreement

Article 25. Suspension of Access Agreement

1. The infrastructure manager and/or the titleholder can suspend performance of the Access Agreement in full or in part on grounds of Section 6:52 Dutch Civil Code.
2. The infrastructure manager can suspend performance of the Access Agreement in full or in part following a report as referred to in Article 7.2 or after receipt of the Minister's decision to withdraw the documents referred to in Article 7.2 or if the railway undertaking cannot submit a valid proof of insurance within the meaning of Section 55 Railways Act. The network manager will first exercise the right of suspension after having notified the titleholder that and on what grounds the suspension will take place.
3. In case of payment by the titleholder after the term referred to in Article 24.1 of these General Terms & Conditions, the infrastructure manager may only suspend performance of the Access Agreement if the titleholder has exceeded the payment term for two successive periodic payments or for two payments within twelve months.
4. During the suspension, the titleholder and the infrastructure manager are obliged to take appropriate measures to prevent and limit the occurrence of loss.
5. The suspension ends on the lapse of the reason for suspension and the suspending party has received notification thereof from the other party. The titleholder can again exercise its full claim to the agreed capacity from no later than the fourth day after ending of the suspension.

Article 26. Termination by the infrastructure manager

1. The infrastructure manager can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
   a. the infrastructure manager is no longer an infrastructure manager in the Netherlands as referred to in Article 3(2) Directive 2012/34/EU;
   b. The infrastructure manager is declared bankrupt or insolvent.
   c. The infrastructure manager is granted a moratorium.
   d. The titleholder has during a period of at least one year not used the allocated capacity.
   e. The titleholder is no longer authorised to participate in train traffic.

f. The titleholder has payment arrears:
   i. during two successive instalments and for an amount larger than the payments referred to in Article 23 for one month,
   ii. during more than two instalments and for an amount equal to the payments referred to in Article 23 for two months.
g. The titleholder defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads.
h. The auxiliary persons or the railway vehicles to be used no longer meet the applicable safety requirements.

2. The infrastructure manager can terminate the Access Agreement by registered letter subject to a notice period of two months, in case of:
   a. A mandatory change in the relevant regulations, the consequences of which could not be foreseen, which prejudice the obligations of the infrastructure manager and hinder the infrastructure manager in the fulfilment of its obligations.
   b. The titleholder deliberately defaults or acts in gross negligence with regard to essential contractual obligations other than those referred to in paragraph 1g.
3. If performance of the Access Agreement is suspended on grounds of Article 25.1 of these General Terms & Conditions, the infrastructure manager can, after granting the titleholder a reasonable period to rectify the situation, terminate the Access Agreement if the titleholder remains in default.

Article 27. Termination by the titleholder

1. The titleholder can, without prior notice of default or judicial intervention, effect immediate termination of the Access Agreement by registered letter if:
   a. the infrastructure manager is no longer an infrastructure manager in the Netherlands as referred to in Article 3(2) Directive 2012/34/EU;
   b. the infrastructure manager is declared bankrupt or insolvent;
   c. the infrastructure manager is granted a moratorium;
   d. the infrastructure manager defaults on a significant contractual obligation, which concerns the safety of persons or goods, including freight loads;
2. The titleholder is entitled to terminate the Access Agreement, subject to a notice period of two months, in case of:
   a. a mandatory change in the relevant regulations, the consequences of which could not be foreseen, which prejudice the obligations of the titleholder and hinder the titleholder in the fulfilment of its obligations;
   b. the infrastructure manager deliberately defaults or acts in gross negligence with regard to other essential contractual obligations.
3. In cases other than those referred to in the first two paragraphs, the titleholder can terminate the Access Agreements by registered letter, subject to the notice period stated in the Access Agreement.
4. If performance of the Access Agreement is suspended on grounds of Article 25.1 of these General Terms & Conditions, the infrastructure manager can, after granting the titleholder a reasonable period to rectify the situation, terminate the Access Agreement if the titleholder remains in default.
5. If the infrastructure manager changes the Access Agreement and/or General Terms & Conditions, the titleholder can, if it objects to the change, terminate the Access Agreement, subject to a notice period of three months from the moment the change comes into effect.

Article 28. Compensation on termination of the Access Agreement

No compensation whatsoever is payable in case of termination of the Access Agreement under Title VI, except in the case of termination on grounds of a moratorium, bankruptcy or attributable failure.

Article 29. Scope, applicable law and resolution of disputes

1. These General Terms & Conditions are applicable to Access Agreements.
2. The Access Agreement and the General Terms & Conditions are governed by Dutch law, including international treaties applicable in the Netherlands, in particular the COTIF 1999 with annexes.
3. All disputes, with the exception of those ensuing from Section 61 Railways Act and the Order in Council based thereon, ensuing from the Access Agreement and/or these General Terms & Conditions, which the parties cannot settle amicably will be submitted to the competent civil court in Rotterdam or to a committee appointed by the parties in which the parties appoint an equal number of members, which committee is charged with assessing whether an amicable settlement can be reached between the parties.
4. In deviation of paragraph 3, the parties can agree that the disputes as referred to same paragraph will be solved in accordance with the applicable regulations of the Netherlands Arbitration Institute. The arbitration board, which will decide in accordance with the law, can consist of one or three arbitrators. The arbitration will be held in Utrecht.
5. Paragraphs 1 to 4 of this article are without prejudice to Section 71 Railways Act.

Appendix 6 List of related documents on the Logistics Portal

1. Aandachtspunten omgevingsvergunning Milieu
   Points of attention for the environment permit

2. Aanmeldingsformulier hijswerkzaamheden
   Notification form for hoisting operations

3. Aanvraagformulier diensten en dienstvoorzieningen op emplacementen
   Request form for services and service facilities at marshalling yards

4. Aanvraagformulier diensten en dienstvoorzieningen op emplacement Kijfhoek
   Request form for services and service facilities at Kijfhoek marshalling yard

5. Aanvullende overeenkomst over lokale bijzonderheden voor het grensbaanvak Gronau – Enschede
   Supplementary agreement on local particularities for the Gronau - Enschede cross-border route section

6. Afwegingskader Versperringen 2022
   Blockages assessment framework 2022

7. Bepaling nuttige lengte sporen en perrons
   Determination of useful length of tracks and platforms

8. Calamiteitenplannen/Veiligheidsinformatie tunnels
   Emergency plans/safety information for tunnels

9. Capaciteitsverdeelbrief Beheer
   Management capacity allocation letter

10. Checklist Milieu
    Environmental checklist

11. Corridorboeken
    Corridor books

12. Format te leveren informatie gebruik rangeerheuvel en verdeelsporen Kijfhoek
    Format for providing information on the use of the Kijfhoek shunting hump and splitting tracks

13. Format te leveren kenmerken materieel
    Format for providing rolling stock characteristics

14. Gebruiksvoorschrift Buitengewoon Vervoer GVS00094
    User instruction Exceptional Transport GVS00094

15. Gebruiksvoorschrift Remslof Verdeelsporen Kijfhoek GVS00109
    User instruction splitting tracks brake shoe Kijfhoek GVS00109

16. Handboek Incidentmanagement Rail
    Manual Incident Management Rail

17. Handleiding aanleveren beladinggegevens VL-PRC331
    Manual for supplying load specifications VL-PRC331

18. Handleiding depotvoeding
    Depot power supply

19. Handleiding vulhydrant
    Filler hydrant manual

20. Incidentele Onttrekkingen Jaardienst 2024
    Incidental TCRs 2024 timetable

21. Informatie (met betrekking tot de infrastructuur) die bij ProRail kan worden opgevraagd
    Information regarding the infrastructure that can be requested from ProRail

22. Infratekeningen met beschikbare opstelterreinen en bijbehorende voorzieningen
    Infrastructure drawings with available stabling yards and associated facilities

23. Lijst van Verkortingen (BID00011)
    List of abbreviations (BID00011)

24. Lokale bijzonderheden DONNA
    Local particulars DONNA

25. Lokale bijzonderheden emplacementen
    Local particulars marshalling yards

26. Matrix TreinIncident Scenario's (TIS)
    Train incident scenarios matrix (TIS)

27. Memo TvV pilot TTR in jaardienst 2024
    Memo TvV pilot TTR in 2024 timetable

28. Middellangetermijnproces (MLT)
    Medium-term process (MLT)

29. Normtijden Botlek Theemsweg-Merseyweg
    Norm times Botlek Theemsweg-Merseyweg

30. Omgevingsvergunningen en -meldingen Milieu
    Environmental permits and reports

31. Overzicht Functionaliteitswijzigingen en Indienststellingsdata infraprojecten
    Overview of changes to functionality and commissioning dates for infrastructure projects

32. Overzicht Niet-Centraal Bediende Gebieden (NCBG)
    List of locally control areas (NCBG)

33. Perron- en spoorlengten
    Platform and track lengths

34. Plaatselijke regelgeving / regelingen voor het gebruik van niet-centraal bediende baanvakken
    Local rules / regulations for the use of locally controlled route sections

35. Plannormen Dienstregeling 2024
    Planning norms 2024 timetable

36. Procedure aanvragen internationaal ad hoc treinnummer
    Procedure for international ad hoc train number requests

37. Procedure voor het uitvoeren van noodherstel aan spoorvoertuigen op de hoofdspoorweginfrastructuur
    Procedure for carrying out emergency repairs to railway vehicles on the main railway network version 01/10/19

38. Procedure vrijstelling taalniveau B1 voor machinisten op grensoverschrijdende baanvakken
Procedure for exemption from language level B1 for drivers on cross-border route sections

39. Procedureboek Capaciteit voor Beheer
Capacity for management procedure book

40. Reparatiesporen
Repair tracks

41. Richtlijnen gedragsregels op spoorwegterreinen RLN00300
Guidelines for conduct on marshalling yards RLN00300

42. Risicomodel Perronveiligheid
Platform safety risk model

43. Spooraansluitingen
Sidings

44. Startdocument jaardienstverdeling 24 x 7 patroonplanning
Start document timetabling process 24 x 7 pattern planning

45. TijdRuimteSlots (TRS) Afrekensporen
TimeSpaceSlots (TSS) settlement tracks

Appendix 7 Operating licences and transport market access (section 0)

Operating licences
On grounds of the Railways Act, only undertakings in possession of a valid operating licence can make use of the main railway network.[181] Depending on the nature of the operating activities of the railway undertaking in question, certain requirements may or may not be deemed applicable, as set out in the table below.

Type of operating licence	Applicable requirements in terms of:		
	Occupational competence	Reputation requirements	Creditworthiness
Operating licence in the sense of Directive 2012/34/EU, Chapter III	yes	yes	yes
Limited operating licence exclusively for: • Shunting work. • Performing own transport. • Traffic participation without transport activities[182]	yes	no	no
Limited operating licence exclusively for[183]: • Use of the main-line railway for station facilities only or exchange facilities within the boundary of a marshalling yard. • Use of the decommissioned main-line railway with self-propelled equipment or other comparable railway vehicle to carry out work on or near the main railway network.	no	no	no

Transport licence
By law, market access regulations apply to the provision and delivery of transport services by rail.

These provisions are summarised below per transport market segment. In view of the geographical location of the Netherlands, cross-border transport is limited to transport to/from other EU Member States or countries that comply with EU regulations and are connected to the European rail network.

a. Public transport:
   - Public passenger transport with trains exclusively stopping at stations in the Netherlands:
     – Transport concession pursuant to Passenger Transport Act 2000, whereby the right to provide transport services is limited to the transport services described in the concession.
   - Public transport by train, by a passenger transport service that does not form part of a concession as referred to in Section 20(1) and (4) of the Passenger Transport Act 2000:
     – The railway undertaking shall no later than eighteen months before the start of the timetable in which the transport will commence notify the Consumer & Market Authority (ACM) and ProRail of its intention to request capacity for transport; this duty of notification also applies to changes in transport.[184]
     - The right of access to railway infrastructure may be restricted by the ACM for passenger transport between a given point of departure and a given destination when:
       a. One or more concessions have been granted for the same route or for an alternative route, and

[181] Section 27(2)(a) Railways Act.
[182] Section 8(1) Operating Licence and Safety Certificate (Main Railways) Decree
[183] Section 8(2) Operating Licence and Safety Certificate (Main Railways) Decree
[184] Section 57(4,5) Railways Act

b. The exercise of the right of access would compromise the economic equilibrium of the concession or concessions in question.

- The international passenger service can be excluded or limited if the ACM, pursuant to Implementing Regulation (EU) no. 869/2014, decides on handling the application that the transport service would compromise the economic equilibrium of transport services provided under a concession in the sense of Section 20(1) or (4) Passenger Transport Act 2000.

b. Passenger transport, other than public transport under a regular timetable:
   - Open market access, no restrictions for transport between stations in the Netherlands or cross-border transport to/from one or more stations in the Netherlands.

c. Freight transport:
   - Domestic and cross-border freight transport: open market access, without restrictions.

d. Non-carrying train traffic (trial runs, empty rolling stock movements, etc.):
   - Open market access, without restrictions.

Appendix 8 Provision of data and reports (sections 2.3.9 and 3.4.6)

1 Information relating to handling and stabling

For the utilisation of marshalling yards up to ten years into the future, ProRail offers railway undertakings the opportunity to communicate both their future intended use and their current use of the allocated infrastructure, so that ProRail can take this into account when building infrastructure at marshalling yards. The (Excel) format in which this data can be submitted is available from ProRail at DG-BODI@prorail.nl.

2 Reports

In order to comply with statutory obligations and to implement the management concession, ProRail draws up reports of noise emissions and the external safety risks related to use of the railway infrastructure. In addition, ProRail requires transport information from the railway undertaking in the context of the assessment of transfer safety. Railway undertakings shall to this end provide ProRail with information relating to their operational activities. The required information is further described in section 2.1 of this appendix.
To limit the administrative burden on railway undertakings, ProRail will in drawing up the reports make as much use as possible of information that has already been collected and stored in ProRail systems for other purposes. ProRail will only submit a separate supplementary request to the railway undertakings for provision of information that ProRail has not been able to collect itself.

ProRail will in all cases that concern reports prescribed by law, and in those cases that ProRail cannot provide the necessary information, request the railway undertakings to provide the correct or additional information. The railway undertaking shall within the set response time provide the requested supplements and corrections thereby enabling ProRail and the railway undertaking to fulfil the obligations described by law or the permits.

Section 2.2 of this appendix describes the information on types of railway vehicles that railway undertakings must provide to ProRail.

2.1 Reports on external safety, noise emissions and transport data

The reports and transport data to be provided by railway undertakings to ProRail will comprise:
1. Reports with regard to external safety risks on route sections.
2. Reports with regard to external safety risks at marshalling yards (standard situation).
3. Reports with regard to external safety risks at marshalling yards (exceptional situation).
4. Reports with regard to noise emissions on route sections.
5. Reports with regard to noise emissions at marshalling yards (exceptional situation).
6. Transport information per station relationship.
7. Transport information per train.

2.1.1 External safety on route sections

In drawing up the periodic reports with regard to the external safety relating to the transport of dangerous goods on route sections, ProRail makes use of the information provided by the railway undertakings via the WLIS system (wagon load information system) as part of their obligations under Section 4 Rail Traffic Decree.

In the report, ProRail shall use classifications according to risk categories in accordance with classifications in the Regulations governing the international carriage of dangerous goods by rail (RID).

2.1.2 External safety at marshalling yards (standard situation)

Marshalling yards that according to current environmental permits are authorised to handle shipments of dangerous goods are subject to an annual reporting obligation. In drawing up these reports, ProRail uses information provided by the railway undertaking via the WLIS system as part of their obligations under Section 16(1) Rail Traffic Decree.

ProRail may request railway undertakings to provide specific additional information regarding operations performed per marshalling yard per year:

- Shunting movements: the number of tank wagons/containers involved in shunting operations (separation/coupling of train sets, travel at marshalling yards).
- Stabling: the number of wagons/containers stabled at marshalling yards.

The process below applies to requests for additional information.

- ProRail shall provide railway undertakings that, according to the registrations in WLIS, perform arrival and/or departure operations involving trains with wagons/containers loaded with dangerous goods with a specification of the number of loaded wagons/containers with dangerous goods forming part of their trains arriving at or departing from the marshalling yard in question. The railway undertaking shall - following any corrections or supplements - complete the statement with information on the operations.
- In this statement, ProRail shall use classifications according to risk categories in accordance with classifications in the Regulations governing the international carriage of dangerous goods by rail (RID).
- The railway undertaking shall organise its operating processes in such a manner that the requested information can be provided.
- The railway undertaking shall deliver this information within one month of ProRail making the statement available.

2.1.3 External safety at marshalling yards (exceptional situation)

For a number of marshalling yards, stricter reporting requirements are prescribed in the environmental permit. Supplementary requirements may be imposed on those marshalling yards. Further information on the obligations applicable at marshalling yards where a deviating report is prescribed is available on the Logistics Portal.

2.1.4 Noise emissions by train traffic

ProRail shall each calendar year submit a compliance report to the Minister of Infrastructure and Water Management regarding compliance with statutory noise limits. ProRail is moreover required under the terms of the Management Concession to prepare a 5-yearly Noise Map for the Minister. To fulfil this obligation, ProRail requires data from railway undertakings on the average realised running and composition of trains during the day, evening and night periods in the calendar year on route sections and marshalling yards. ProRail will, at the request of the railway undertakings, strive to acquire as much of this data as possible from its own systems. The railway undertakings are responsible for the data.

2.1.5 Noise emissions by train traffic (shunting) at marshalling yards (exceptional situation)

A specific reporting obligation is stated in the environmental permit for Oss – Elzenburg marshalling yard. The railway undertaking shall keep records of all shunting movements.

2.1.6 Transport information per station relationship

ProRail is responsible for the management of the main railway network and handles related capacity assessment, design and investment issues. In order to perform these tasks, ProRail requires transport data in the form of station relationship matrices. Further agreements on the form in which this information is provided to ProRail can be made in the Access Agreement.

2.1.7 Transport information per train

ProRail is responsible for transfer safety on the main railway network. In order to assess the safety risks for passengers on platforms, ProRail requires information on the number of boarding and disembarking passengers at each station and platform, preferably per individual train and enriched with information about railway vehicles and time. Further agreements on the form in which this information is provided to ProRail can be made in the Access Agreement.

2.1.8 User information Kijfhoek shunting hump

ProRail is responsible for the efficient use of (scarce) infrastructure. In order to assess the efficient and effective use of the Kijfhoek shunting hump, ProRail requires information on the manner and intensity of the use of the infrastructure that is part of the shunting hump. This also applies to the use of splitting tracks, without making use of the shunting hump functionality. It is up to the users of the Kijfhoek shunting hump to provide this information. In addition, providers of regulated rail services at the shunting hump (see section 7.3.5.2.2, item 5.1 Legal requirements) shall report transparently on the degree to which customers' requests are accepted in accordance with the request and are performed. The Logistics Portal includes a format with a specification of the data to be delivered (Format for providing information on the use of the Kijfhoek shunting hump and splitting tracks).

2.2 Reports on passenger stock and locomotives

The reports on passenger stock and locomotives provided by the railway undertakings to ProRail will include the particulars of vehicle types being used on the railway infrastructure managed by ProRail, as well as the particulars of overhauled vehicle types of which the (original) particulars have changed.

The Logistics Portal includes a format with a specification of the information to be provided (*Format for providing rolling stock characteristics*). This concerns information for:

1. *Capacity allocation systems*
   The capacity allocation systems make use of a rolling stock database. The rolling stock database is also used for the calculation of running times. In the absence of such information, a railway undertaking may request the use of data already available in the rolling stock database. ProRail will, if possible, comply with such as request, whereby any damage, either tangible or intangible, resulting from the use of these data will be at the expense and risk of the railway undertaking concerned. The data must be submitted at least six months before the railway vehicles are put into service.
2. *Analysis of the tractive power supply system*
   The tractive power supply system shall be suitable for railway vehicles powered by electricity. To this end, analyses are carried out whereby the specifications of this rolling stock are required. The data must be submitted at least six months before the railway vehicles are put into service.
3. *Control of noise emissions*
   When new or overhauled passenger stock or locomotives are granted access to the main railway network in the Netherlands, the railway undertakings operating these railway vehicles will provide ProRail with noise emission data on these vehicles within three months of taking them into use. This applies:
   - to railway vehicles for which no type approval and admissions certificate has been issued on 1 January 2008, and

- to railway vehicles to which after 1 January 2008 physical changes have been made with significant consequences in terms of noise emissions.

In case of passenger stock and locomotives used on the open track, the emission data shall be gathered and reported in accordance with Procedure A of the CROW publication Technical Regulation Emission Methods 2006.[185]

As regards passenger stock and locomotives used on railway and/or shunting yards, the emission data shall be gathered and reported in accordance with the Marshalling yards Measurement Protocol version 10/11/2005 drawn up by TNO on the instructions of ProRail.[186] In deviation from the data to be provided as described in Chapter 7 of the Marshalling yards Measurement Protocol, measurements are not required for the aspects 'Braking to standstill' and 'Curve noise in points'. Standard values are used for these sources, based on measurements on various railway vehicle types. Data about new and modified railway vehicles can be sent by mail to accountmanagement@prorail.nl.

3 Capacity requests Kijfhoek marshalling yard

When submitting a capacity application for the Kijfhoek marshalling yard and the Kijfhoek shunting hump, the titleholder will provide the following specific information:

The complete logistics plan for the use of the Kijfhoek shunting hump (or a change thereto in the ad hoc phase) that is to be offered to the market and for which capacity is also requested for running trains on the network, broken down into feeder trains (from and to customers) and line-haul trains (direct connections between Kijfhoek and foreign sorting stations). The request for capacity for the use of the hump system in combination with the use of the splitting tracks, shall be made in the form of an integral capacity request, containing a request for the use of arrival tracks, hump tracks, splitting tracks and possibly departure tracks.

In addition to the above information, a number of details at train level shall be provided with an application.

With regard to arrival trains:
- The connections schedule desired (at least four hours) - and the associated departure trains.

With regard to departure trains:
- The customer destinations and/or wagon groups.

ProRail requires the above information in order to draw up a basic plan for splitting and prioritising at the Kijfhoek shunting hump. The allocation of access to the hump system will be laid down in a basic plan with the required use of the arrival, hump, splitting and departure tracks.

185 Reference to this publication is made by Annex IV of the Environmental Regulations.

186 This measurement protocol has been drawn up so that the results of the measurements comply with Annex IVh of the Environmental Regulations.

Appendix 9 Route sections with user restrictions (section 2.4.1)

Stated in this appendix are the route sections on which, in deviation of the interoperability principle, a certain type of traffic or transport is excluded. Additionally, the use of route sections may also be subject to other restrictions not stated in this appendix, such as speed restrictions or restrictions in choice of route, which are however not of an exhaustive nature. ProRail will on request provide railway undertakings with further information on all current functional/TCRs on the use of route sections and marshalling yards. If possible, principles for use restrictions are published on the Logistics Portal.

No.	Route section	Structure	User restrictions
1	Riekerpolder Aansluiting – Hoofddorp	Schipholspoortunnel	Local restriction on freight transport: Freight transport is not permitted, with the exception of work and maintenance trains.
2	Den Haag Moerwijk – Delft Aansluiting	Spoortunnel Rijswijk	Local restriction on freight transport: no transport of dangerous goods permitted. Exception: the transport of batteries to and from the Leidschendam-Voorburg workshop is permitted.
3	Barendrecht Aansluiting – Kijfhoek Aansluiting Noord	Freight tracks (BE, CE and DE) in Barendrecht underpass	Passenger transport is not allowed, with the exception of escorted military transport.
4	Valburg – Nijmegen Betuweroute	Track in connecting curve near Elst direction Nijmegen (vice versa)	Maximum train length including locomotive 513m.
5	Rotterdam Lombardijen – Kijfhoek Aansluiting Noord	Passenger tracks (HJ, JJ, KJ and LJ) in Barendrecht underpass	Tracks to be used exclusively by trains for: • Passenger transport. • Transfer of empty passenger stock. • Runs with light locomotives. • Transfer of maintenance machines (without freight wagons). • Measurement journeys • Work trains for local works
6	Wierden – Raalte	Spoortunnel Nijverdal	Local restriction on freight transport: freight transport not permitted, with the exception of trains for the management and maintenance of the Wierden – Raalte route section, including the supply and removal of required railway vehicles and materials.
7	Betuweroute (A15 route and Havenspoorlijn)	• Willemsspoortunnel • Sophiatunnel • Giessentunnel • Tunnel Pannerdensch kanaal • Tunnel Zevenaar • Besttunnel	Passenger transport is not allowed, with the exception of escorted military transport.

Passenger transport restrictions
The route sections below can be used for trains offering passenger transport only after consultation with ProRail, see section 2.4.1.

Railways between the locations	Railways at the following locations
Haren – Waterhuizen Amersfoort – Leusden Nootdorp – Leidschendam werkplaats Lage Zwaluwe – Moerdijk Lage Zwaluwe – Oosterhout Weststad Lewedorp – Sloehaven Terneuzen – Sas van Gent Grens Terneuzen Aansluiting – Axel Aansluiting Sluiskil Aansluiting – Sluiskil Weert – Budel Grens Sittard – Born Maasvlakte – Kijfhoek (forming part of Havenspoorlijn) Kijfhoek – Zevenaar (A15 route)*	Haven van Amsterdam, Westelijk Havengebied Haven van Amsterdam, Hemhaven Haven van Amsterdam, Houtrakpolder Utrecht, Industrieterrein Lage Weide Delfzijl, main siding line Havenschap Dordrecht, Zeehaven Dordrecht, Industrieterrein De Staart Maastricht, Beatrixhaven Eemshaven Industrie Vlissingen, Sloehaven Zwijndrecht, Groote Lindt Roosendaal, Industrieterrein Alphen aan den Rijn, Industrieterrein Rijnhaven Tilburg, Loven Venlo, Tradeport Almelo, Bedrijvenpark Twente Oss Elzenburg

* This prior consultation does not apply to international passenger transport to the extent permitted, on the A15 route section between Meteren and Elst (vice versa) in the event of planned works and in the event of contingencies on the Utrecht - Arnhem route section (vice versa) that are diverted, whether or not plan-based.

It is not permitted on the marshalling yards on the Betuweroute (A15 route and Havenspoorlijn) to let passengers board and disembark unless evacuation is necessary in the context of incident response (fire in train and/or stranded train).

Appendix 10 Infrastructure projects and studies (section 2.6.2)

This appendix consists of three parts:

1. *Infrastructure projects*
   The infrastructure projects involve extensions or improvements of the railway infrastructure that are expected to become available for use in the period up to and including 2029. There are nine areas and the projects are classified by area (unless they are national projects), see image below. For the national ERTMS programme, refer to the planning under item 2 Infrastructure studies.

   Column headers in the tables of the infrastructure projects have the meaning below.
   - Description: list of projects sorted according to corridors.
   - Planned date: originally planned commissioning date (ready for operation).
   - Revised date: if applicable, a revised planned commissioning date (ready for operation).
   - Commissioning feasibility: the probability of realising the planned commissioning date, making use of the probability statuses below.
     - uncertain: 50% to 80%
     - probable: 80% to 95%
     - certain: from 95%.

   Information on the list is subject to change.

2. *Infrastructure studies*
   The infrastructure studies are study projects that ProRail carries out in order to map out traffic developments in the medium term and the required infrastructure. This is done within the framework of the Infrastructure, Spatial Planning and Transport Multi-Year Programme (MIRT) of the Ministry of Infrastructure and Water Management, among other things.

3. *Performance of capacity-enhancement plans*
   Capacity enhancement plans result from infrastructure congestion statements. Provided below is an overview of the congestion statements and the resulting measures. Titles in the table have the meaning below.
   - Bottleneck: the cause of the congestion statement.
   - Measure: a description of the measure included in the capacity-enhancement plan.
   - Status: the project phase of the measure.
   - Ready for operation: the date on which the measure, according to current insight, is ready for operation.

   Where it is ascertained that the bottleneck is removed within a current project, the status and the ready for operation date are indicated for the project.

The congestion statements are available on the ProRail website.

1 Infrastructure projects

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Area: National *) On the 9th of November 2023, the second opinion on the ERTMS program and the progress report were sent to the House of Representatives.This will lead to a revision of a large part of the ERTMS program. Until a revised planning is drawn up, Planning 7.0 will formally remain in force.			
Harmonisation ERTMS on the Hanzelijn Modification Hanzelijn safety system for experience running ERTMS.	03/06/2023	26/11/2023 *)	Probable
ERTMS on the Hanzelijn / Lelystad	2027 – 2029 *)		Uncertain
ERTMS Northern lines: Leeuwarden – Harlingen-Haven	27/08/2026 *)		Uncertain
ERTMS Northern lines: other line sections	2028-2031 *)		Probable
European Railway Traffic Management System (ERTMS) Kijfhoek - Belgian border	2028-2030 *)		Uncertain
ERTMS Lelystad-Weesp-Duivendrecht and Amsterdam (exclusive) – Weesp – Hilversum (OV SAAL Oost)	2029-2031 *)		Uncertain
ERTMS Hoofddorp-Duivendrecht (OV SAAL West)	2029-2031 *)		Uncertain
ERTMS Utrecht (exclusive) – Meteren	2030-2031 *)		Uncertain
Roosendaal - 's-Hertogenbosch including Zevenbergschen Hoek - Breda and Tilburg - Boxtel	2030-2031 *)		Uncertain
ERTMS Meteren - Eindhoven	2030-2031 *)		Uncertain
ERTMS Eindhoven – Venlo - German border	2030-2031 *)		Uncertain
Area: Noord (North)			
Superstructure renewal Noord 2025, including conversion at route section Leeuwarden - Stavoren, maintenance work and measures for increasing the speed of the diverting point at Mantgum, extension of the platform in Koudum-Molkwerkum and removal of assets at Sneek.	24/11/2-25		Certain
Superstructure renewal Noord 2026, including conversion: route section Meppel - Leeuwarden, removal of diverting points 83A/B and 85 A/B Heerenveen, removal works on track 431 and diversion track 441 Akkrum.	15/04/2026		Probable
Superstructure renewal Wadden 2025 – 2029 including conversion: diverting point 1:9 at Uithuizermeeden will be replaced by a diverting point 1:15.	25/03/2027	31/12/2025	Probable
Extra express train Groningen – Leeuwarden, level crossing will be moved.	01/10/2023		Uncertain
Realisation of a hydrogen tank at Groningen De Vork.	27/01/2027		Uncertain

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Redevelopment Onnen marshalling yard including separate functionalities, removal of points, etc.	30/06/2027	17/09/2027	Probable
Superstructure renewal Drenthe 2023 including conversion: removal of points at Gramsbergen and Nieuw Amsterdam and third track Nieuw Amsterdam.	01/12/2023	19/01/2024	Certain
Veendam - Stadskanaal, reactivation of railway line, connecting line between Veendam and Stadskanaal, museum line becomes a passenger line for Arriva.	19/06/2029	18/03/2030	Uncertain
Spoorzone Hoogeveen, increasing speed to 140 km/h.	22/05/2023	17/07/2022	Uncertain
Spoorzone Groningen: reconstruction marshalling yard (from end tracks to through tracks, which will result in six through tracks (west-east corridor)).	28/06/2025		Certain
Reconstruction Leeuwarden marshalling yard / fourth train Sneek.	13/08/2024	10/07/2024	Certain
Groningen - Bremen, shortening travel time.	09/07/2025	28/11/2024	Not yet known
Not actively protected level crossings (NABO) program: Municipality of Loppersum.	08/09/2024		Uncertain
Not actively protected level crossings (NABO) program: five station overpasses at Warffum, Usquert, Uithuizermeeden, Loppersum en Appingedam.	05/05/2023	18/12/2023	Certain
Not actively protected level crossings (NABO) program: station overpasses in Groningen.	05/11/2023		Certain
Beilen new substation (medium term) – Power supply is ok.	07/12/2024	07/04/2025	Probable
Onnen new substation (medium term) - Power supply is ok.	07/12/2024	07/04/2025	Probable
Rheine – Coevorden, reactivation passenger transport: new international connection for Bentheimer Eisenbahn and acceleration measures for Arriva to enable integration into the existing timetable.	18/10/2024	26/12/2025	Uncertain
Akkrum-Wolvega, infrastructure measures, signal relocation and modification stop switching direction south.	21/09/2024	09/10/2024	Uncertain
Groningen Bremen (Wunderline), speed increase Scheemda – Winschoten • Phase1: speed increase Hoogezand - Zuidbroek • Phase 2: speed increase Bad Nieuweschans – Border • Phase 3: speed increase Scheemda - Winschoten	31/12/2025	12/02/2025	Uncertain
Superstructure renewal Combi Wunderline	04/12/2026		Probable

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Superstructure renewal Drenthe 2025 - Beilen; removal of third track and points, third track Beilen, safety changes for the purpose of a new substation,	03/06/2025	02/04/2025	Probable
Not actively protected level crossings (NABO) programme: Municipality of Súdwest-Fryslân - Schuilenburg, NABO will be provided with safety systems.	23/07/2023	09/11/2023	Certain
Not actively protected level crossings (NABO) programme: Municipality of Súdwest-Fryslân - Jaegersma, two not actively protected level crossings will be removed	09/11/2023		Certain
Area: Oost (East)			
Replace train safety system programme (PVT): corridors 5 to 8 - minor infrastructure modification in Olst and replacement and renewal of all safety systems and cables and pipes.	13/02/2023	01/05/2024	Certain
Superstructure renewal Twente 2023 including conversion in Almelo - a functional change on the Hengelo side tracks that allows NS to service and station trains there.	13/04/2024	16/07/2023	Certain
Superstructure renewal Twente-Hengelo including management and maintenance and the realisation of a stabling and service facility. The site will be functionally optimised (fewer points).	Mid 2025		Uncertain
Superstructure renewal Gelre 2024 – Arnhem Berg en Dieren.	24/11/2024	15/12/2026	Probable
't Harde, increase island platform safety	01/12/2027	30/11/2027	On hold
Apeldoorn Verbindt: removal of tracks and switches to enable a speed increase.	06/08/2023	06/11/2023	Certain
Wolfheze construction underpass.	23/10/2025	22/10/2026	Uncertain
Rheden level crossing measures and underpasses Lentsesteeg (level crossing measures package). A non-actively protected level crossing (NABO) will be closed and replaced with an underpass for slow traffic.	27/03/2026	18/05/2026	Uncertain
Protected crossing Kerkhof in Rheden (this is a non-actively protected crossing (NABO))	31/12/2023	03/06/2024	Probable
Signal optimisation Arnhem - Nijmegen Intervention measures necessary for the PHS timetable between Utrecht and Nijmegen to meet the quality standards of the High Frequency Rail Transport Program (PHS).	01/12/2028	21/01/2027	Probable
Dieren noise prevention measures, installation rail dampers.	27/10/2023	04/11/2024	Certain

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Province of Gelderland Regional Express Achterhoek - Track doubling between Didam - Doetinchem de Huet for the purpose of running the RegioExpres and improving the 15-hour service.	05/11/2027	10/12/2027	Probable
Zutphen - Hengelo electrification: strengthening power supply between Zutphen and Hengelo	15/06/2027	28/01/2028	Uncertain
Nijmegen integral and west entrance: realisation of stabling capacity and solving transfer bottlenecks It also enables the ten-minute schedule on the Schiphol - Nijmegen corridor in accordance with PHS criteria.	12/11/2028		Uncertain
Making Enschede - Gronau more sustainable - Electrification of the tracks between Enschede and Gronau,	Not yet known		Uncertain
Nunspeet: underpasses station environment – construction of two tunnels and removal of two level crossings.	14/07/2025	10/06/2025	Certain
New substation Wierden (medium term) – Power supply is ok.	12/03/2025	12/03/2026	Uncertain
Substation Bathmen and substation Holterbroek - Expand substation with additional traction group.	27/12/2025	14/04/2026	Probable
Substation Nijmegen - Power supply is ok. Expand substation with additional traction group.	25/10/2025	30/05/2026	Probable
Substation Velp – Zutphen – Strengthening connection between substation and superstructure.	22/06/2024		Uncertain
Substation Harderwijk - Expand substation with additional traction group.	17/11/2025		Uncertain
Almelo - Mariënberg, electrification: installation of overhead lines in favour of electric trains.	15/06/2027	10/12/2027	Uncertain
Improvement measures Zwolle-Enschede: integrated project where two stations are being upgraded; at Wierden and Raalte three minutes in time will be saved.	14/09/2025	01/12/12025	Certain
Level crossings Amersfoort - Harderwijk (measures at Amersfoort – Nijkerk – Harderwijk).	29/02/2024	31/12/2028	Uncertain
Facilitating 740m freight trains at Hengelo. - Creating a waiting track for freight trains up to 740 meters.	07/08/2026	2027/2028	Uncertain
Laying tracks for 740m trains in eastern Netherlands. Longer freight trains are possible from Elst via IJssellijn and Deventer to Germany.	13/06/2031	30/962032	Uncertain

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Accelerate Intercity Amsterdam-Berlijn temporary measures – construction of an end track in Oldenzaal. The railway undertaking will have a side track with a platform along which it will have to be graded/turned seven times a day so that the Berlin-Amsterdam intercity can then use the through tracks.	11/12/2023	20/12/2023	Zeker
Increasing Intercity Berlin phase 2.	05/06/2028		Uncertain
Spoorzone Ede – New stabling yard in favour of High Frequency Rail Transport Program (an extra platform is created).	10/12/2022	16/06/2025	Certain
Area: Noord-West (Northwest)			
Newbuild substation Westwoud and Oosthuizen and conversion switching station Blokker - Kwadijk.	19/06/2025	01/03/2027	Uncertain
Superstructure renewal Hoorn marshalling yard.	13/08/2024		Uncertain
Heerhugowaard - removal of track 203. Delaying parts are removed from the track, such as points, trains can run faster and there is more space on the track.	03/12/2023	17/12/2023	Probable
Superstructure renewal and removal of points at Heerhugowaard and Den Helder 2023.	19/11/2023		Probable
High frequency rail transport programme (PHS) Alkmaar - Amsterdam Realisation.	29/08/2028	19/08/2029	Uncertain
Amsterdam Centraal Westzijde – modification.			Uncertain
Hoofddorp stabling yard, capacity extension (minor infrastructure). Capacity expansion to accommodate an additional 50 passenger wagons.	04/12/2024	09/12/2024	Uncertain
Hoofddorp Simultaneity - Creating simultaneity at Hoofddorp (Hoofddorp stabling yard).	15/12/2025	01/05/2026	Uncertain
Zaanstad, study Guisweg level crossing. The Guisweg level crossing will be replaced with an underpass.	17/03/2028	09/12/2029	Uncertain
Hoorn, capacity increase substation medium term) (MLT).	08/01/2024	01/06/2024	Probable
Substation Schiphol de Hoek medium term (MLT) – Renewal substation.	18/05/2024	01/06/2025	Uncertain
Multimodal node Schiphol Airport - realizing three ascent and descent points from the platforms at Schiphol Airport station to a new bus platform to be constructed by Schiphol.	08/08/2025	15/04/2024	On hold
Conversion of the marshalling yard Halfweg, change of function to a free track - The yard is changed to a free track, switches have been replaced by track branches and the side track have been removed.	02/01/2024	04/11/2024	Waarschijnlijk

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Removal of 20 points in Haarlem	27/12/2026		Uncertain
Area: Centraal (Central)			
Aziëhaven installation extra railway siding	27/01/2026	26/04/2026	Uncertain
High frequency rail transport programme (PHS) Corridor Amsterdam Sloterdijk – Alkmaar.	27/10/2028	31/12/2030	Uncertain
Superstructure renewal Watergraafsmeer 2023, including removal of several (scissor) points as well as the creation of a terminal track.	29/08/2029	23/11/2023	Certain
High frequency rail transport programme (PHS) Amsterdam Centraal.	29/08/2029	21/10/2031	Uncertain
Amsterdam Westhaven: stabling capacity for 110 passenger wagons.	24/04/2023	26/06/2023	Probable
Detection measures De Haar - Rhenen	24/11/2026		Risicovol
High frequency rail transport programme (PHS) Schiphol – Amsterdam – Almere - Lelystad (SAAL) - plan study follow-up Various changes on the SAAL corridor: • adding several turning facilities • removal of various points • platform length compensation	15/12/2027	31/12/2029	Uncertain
High frequency rail transport programme (PHS) Schiphol- Amsterdam-Almere-Lelystad (SAAL) - Almere Oostvaarders points. The 1:9 switches will be replaced by 1:15 switches and new signals will be installed.	10/01/2026	01/09/2026	Probable
High frequency rail transport programme substation Bussum - switching station is replaced by a new substation.	12/09/2024	01/12/2025	Uncertain
Utrecht, solve transfer bottleneck platform 5. Platform 5 will be widened under the traverse and the end track of platform 4 will be shortened. The bumper bar will be moved. To bring the capacity to the desired level, the platform of tracks 4 and 5 will be extended, so that more trains can be positioned on both sides of this platform.	10/07/2024	07/09/2024	Certain
Watergraafsmeer centrally controlled area (CBG), conversion from NCBG to CBG.	17/08/2026	End of 2025	Uncertain
New substation Achterberg.	06/10/2024	16/06/2025	Uncetain
East peleton route section (TROP) Maarsbergen 2B - Project as a replacement for the High Speed Line East. The Maarsbergen level crossing will be replaced by 2 tunnels (slow and fast traffic).	30/11/2026		Probable
Amersfoort: conversion/modernisation marshalling yard, installation new track layout on the west side plus complete renewal interlocking for all of Amersfoort.	27/08/2024	19/08/2024	Uncertain

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Renovation of tracks Amersfoort Noord - Tracks 77 and 78 are transferred to the Railcenter. Access on the west side will be disconnected. Tracks 74 and 80 and a number of switches will be deleted. The course of the overhead line will be adjusted, the overhead line above track 48 will be deleted and the connections 48 and 48a will be removed.	24-08-2026		Probable
Amsterdam Sloterdijk substation - substation is being expanded with a traction group.	28/02/2025	01/03/2028	Uncertain
Power supply RAI Sloterplas Riekerpolder.	11/06/2024	10/12/2024	Risicovol
Area: South-Holland North			
MerwedeLingeLijn – Railway Undertaking Qbuzz will operate new trains on the MerwedeLingeLijn. The aim of this project is to prepare all the infrastructure of the MerwedeLingeLijn for running the new trains.	31/12/2031		Uncertain
Conversion marshalling yard Den Haag Central Station.	09/06/2025		Probable
Connection well wheel lathe in Leidschendam Railway Undertaking NS is building a new well wheel lathe. Because of that, it is necessary to change the tracks at that location.	15/12/2023		Certain
Track stability Rotterdam – Schiphol – Arnhem (ROSA)	19/08/2027		Uncertain
Leiden - Utrecht Improved Accessibility - Nieuw Station Hazerswoude and extra sprinters during the whole day (Leiden - Utrecht).	04/12/2026	20/04/2027	Uncertain
Track improvement between Delft and Schiedam - The track stability is made suitable for the product steps Extra Sprinters and High-Frequency Rail Transport Program.	07/09/2027		Uncertain
Installation split level crossing at Burgermeester Smeetsweg in Zoeterwoude and removal of level crossing there.	31/12/2026		Uncertain
Area: South-Holland South			
Replacement Interlocking Rotterdam.	03/06/2025	Second quarter of 2027	Probable
Wind warning system high speed line South (HSL-Zuid). Wind warning system is switched off and removed. Processes related to this system will be cancelled.	29/12/2023		Probable
High Frequency Rail Transport Program (PHS) Rijswijk - Rotterdam	14/08/2024	04/11/2024	Probable

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Handling and stabling program Rotterdam Noord freight. Construction of a new handling and stabling yard for railway undertaking NS and construction of 740 meters of track as a waiting track for freight trains at the Rotterdam North marshalling yard.	21/11/2025	15/12/2027	Uncertain
Feyenoord City: for the purpose of area development/housing construction in Rotterdam (Feyenoord City project), a number of tracks need to be removed	30/12/2027	24/12/2026	Probable
Rotterdam Stadionpark: transformation station Rotterdam Stadion - The event stop at De Kuip will become a regular stop in the the timetable for the sprinter.	23/11/2029	13/06/2030	Uncertain
Gorinchem Noord - Realisation extra stop between Gorinchem en Arkel.	25-10-2027		Uncertain
Area: Zee-Zevenaar			
Havenspoorlijn, Waalhaven-Zuid redevelopment marshalling yard - the shortage of stabling capacity for locomotives must be resolved and there must be sufficiently long stabling tracks.	03/09/2027	08/03/2028	Probable
IJsselmonde capacity enhancement, superstructure renewal and removal.	11/11/2026		Uncertain
Kijfhoek conversion: replace hump system and tracks.	02/12/2024	31/03/2025	Probable
Kijfhoek, installation incident roads – removing two splitting tracks.	01/11/2024	28/06/2024	Probable
Kijfhoek South – renewal superstructure.	22/12/2025		Probable
Suurhoff Bridge; recovery measures - the bridge is being strengthened to remove the current restriction that two trains cannot run over the bridge in certain weather conditions.	25/05/2024		Certain
Moerdijk capacity enhancement plan	08/11/2024		Uncertain
Rail Terminal Gelderland - the marshalling yard container exchange point (CEP) will be adjusted. The Rail Terminal Gelderland, which is being built by third parties, will be connected to a container exchange point.	02/11/2025	20/03/2026	Uncertain
Maasvlakte Zuid / C2-curve - - the new Maasvlakte Zuid marshalling yard will ultimately contain 24 tracks; in 4 bundles of 6 tracks.	07/12/2040	01/04/2027	Certain
Calandbrug; renovation, conservation and transfer - - the Caland Bridge is no longer used by trains. The economic ownership of the bridge will be transferred to Rijkswaterstaat.	31/12/2027	20/11/2029	Probable
Hordijk West, change road-rail access point	18/04/2024		Uncertain
Make main siding line Merseyweg suitable for 740m trains.	31/12/2027		

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Capacity enhancement Europoort, electrification of 2 tracks.	01/07/2025	31/12/2025	Certain
Remove capacity restrictions Sophiatunnel.	31/12/2027	10/04/2027	Probable
Third track Zevenaar – Emmerich.	02/12/2025	31/12/2028	Uncertain
Area: Zuid-West (Southwest)			
Removal of tracks and points, performance enhancing maintenance (PGO) Zeeland various locations – Removal of tracks and points at the onnections Bergen op Zoom - Vlissingen, Roosendaal and Lage Zwaluwe - Roosendaal. Rilland, Zevenbergen and Oudenbosch will become stops next to free tracks.	14/07/2023	11/10/2023	Certain
Gilze-Rijen: removal of points.	30/11/2023	30/11/2024	Uncertain
Tilburg: final removal of the safety systems of points 69 and 83.	30/11/2023	30/11/2024	Uncertain
Tilburg: construction fourth platform track and additional platform.	24/06/2024	31/11/2024	Uncertain
Tilburg Loven, extension track 202a - electric trains must be able to depart from track 203 (Tilburg industrie) to Den Bosch.	30/06/2024		Uncertain
Tilburg Industrie - extend arrival - the ability for 740 meter long freight trains to arrive and depart at Tilburg Industrie in line with the TEN-T network regulation.	28/09/2026	18/03/2031	Uncertain
740m tracks Tilburg Freight – The possibility for 740 meter long trains to turn and buffer on Tilburg West (freight).	28/09/2026	01/07/2023	Uncertain
Renewal substation Gilze Rijen.	05/08/2024	30/09/2024	Certain
Increasing capacity substation Dorst with one traction group.	18/04/2024	28/09/2024	Uncertain
Roosendaal Integral - The integrated approach of the Roosendaal stabling yard to realize adjustments for Handling and Stabling, facikities for 740 meters long trains, the removal of redundant points and the extension of platforms 3b/4b. At this moment these are still separate projects that need to be merged.	31/12/2029		Uncertain
Meteren, southwest turn: connection between the Betuwe Route and the A2 corridor to relieve the burden on the Brabant Route.	01/06/2030	01/04/2031	Certain
Den Bosch: four tracks and free crossing.	01/09/2028	01/09/2029	Probable
High Frequency Rail Transport Program (PHS) Sloe: electrification stabling tracks.	18/12/2023	14/02/2024	Certain
Roosendaal Handling and Stabling Program - Construction of a new handling and stabling area for railway undertaking NS at the Roosendaal stabling yard.	31/05/2028	11/01/2029	Uncertain
Handling and stabling program at ‘s-Hertogenbosch.	07/08/2023	17/04/2023	Probable

List of planning dates function changes infrastructure projects to end 2032			
Project description	**Planned commissioning date**	**Revised date**	**Commissioning feasibility**
Langeweg Breda increasing capacity substation (Middellange Termijn).	19/08/2023	19/09/2014	Probable
Lage Zwaluwe 740 meters freight - including the removal of seven point crossings. Removal of track 932 including leading points. Making tracks 906, 907 and 908 suitable for trains of 740 meters in length.	30/06/2027	24/05/2027	Uncertain
High frequency rail transport programme (PHS) Substation Boxtel Liempde (Brabantroute II). Substation Liempde will be replaced by a new substation with more capacity. New, heavier 10kV cables are being laid for the Boxtel substation.	05/03/2024	12/07/2024	Probable
Capacity increase tractive power supply (TEV) between Eindhoven and Culemborg (Brabantroute IV)	20/02/2026	01/11/2024	Probable
Capacity increase attractive power supply (TEV) between Boxtel and Lage Zwaluwe (Brabantroute V)	03/10/2025	16/06/2027	Uncertain
Spoorzone Rijen: Replace the existing level crossing with an underpass for slow traffic. In addition, the renovation of the existing island platform and the installation of two side platforms. And the renovation of the third track, all points around Gilze-Rijen.	31/12/2026	23/02/2029	Probable
Breda, cancellation signal delay warning system for service overpasses (WIDO)	08/01/2024		Uncertain
Area: Zuid-Oost (Southeast)			
Electrification and upgrading Maaslijn.	30/04/2026	30/11/2027	Certain
National Program Level Crossings – Level crossing Vierpaardjes at Venlo will be replaced by an underpass.	22/10/2024		Certain
Haanrade marshalling yard: construction of a remote controlled point.	28/04/2026	19/02/2026	Probable
Deurne: underpass Binderendreef	09/05/2026		Uncertain
Eindhoven-Düsseldorf, Venlo: replacement of scissor points and platform extension at Venlo.	27/11/2026	23/03/2027	Uncertain
Maastricht capacity increase substation (medium term).	04/12/2024	08/09/2025	Probable
Schin op Geul new substation (medium term).	26/01/2026	25/02/2027	Probable
Capacity increase tractive power supply (TEV) Eindhoven-Venlo - Brabantroute (Brabantroute III).	28/06/2024	17/06/2024	Uncertain
Heerlen west side, realisation of new service platform.	21/02/2026	08/10/2026	Certain
Withdrawal Maastricht – Lanaken from the main railway infrastructure.	31/12/2025		Uncertain

2 Infrastructure studies

ProRail makes an inventory of potential future capacity bottlenecks on the main railway network and performs studies that result in proposals to prevent congestion in the future. This activity ensues from the Management Concession, which states: 'Included under this care is the preparation and performance of the expansion of the main railway network.[187]'

MIRT studies
For an overview of current studies commissioned by the Ministry of Infrastructure and Water Management within the framework of the Multi-year Programme on Infrastructure and Transport (MIRT), refer to the MIRT- Overview 2023, the annual explanatory notes to the budget of the Ministry of Infrastructure and Public Works.

High frequency rail transport programme (PHS)
ProRail is developing plan detail studies for the high frequency rail transport programme, divided into seven corridors

1. Alkmaar – Amsterdam
2. Amsterdam – Eindhoven
3. Schiphol – Nijmegen
4. Den Haag – Breda
5. Breda - Eindhoven
6. Schiphol – Amsterdam – Almere – Lelystad (SAAL)
7. Goederen Zuid Nederland (Meteren – Vught)

A number of infrastructure projects are being developed under these corridors. The planned realisation dates of these infrastructure projects can be found in the *List of planning dates function changes infrastructure projects* in item 1 of this appendix.

Noord-Nederland Programme
The Noord-Nederland Programme provides improved rail transport on various lines and locations. Many of the ambitions have since been realised and the programme is slowly moving towards completion. The extra express train Groningen - Leeuwarden (ESGL), the express train Groningen - Winschoten and the extra express train Leeuwarden - Sneek were added in the 2021 timetable. In the course of 2022, works will follow in Hoogeveen (the acceleration from 80 to 140 km/h), which in combination with adjustments at Onnen-Zuid will result in both travel time savings for passengers between Zwolle and Groningen and the possibility of a non-stop freight path between Zwolle and Onnen.

The large-scale renovation of Groningen's main station and the complete renewal of Leeuwarden's western marshalling yard will follow in the coming years. Further in the future, a new international connection to Bremen (after restoration of the Wunderline to Leer) and the inclusion of Veendam - Stadskanaal in the regular passenger service will be considered.

All these modifications are necessary to increase capacity on the railways, offering more travel possibilities and higher and more robust frequencies. This will make connections both within the Northern Netherlands and to the Randstad conurbation faster and more reliable. The Noord Nederland Programme has an investment volume of approximately € 1 billion (via various financing flows) of which around three quarters is currently under implementation.

ERTMS
Programme Decision
The ‘Digital rail and Green freight TSI revision package’ came into effect on September 28, 2023 and the second opinion on the ERTMS program and the progress report were sent to the House of Representatives on November 9, 2023. This will lead to a revision of the ERTMS program. As soon as the impact of the decisions to be taken by the Ministry of Infrastructure and Water Management is known, the Network Statement will be adjusted accordingly.

[187] Article 2(2) Management Concession 2015 - 2025.

A number of key points from the Programme Decision are briefly described below. For more (background) information, consult the Railmap 4.0. In addition, real-time information on the progress of the ERTMS programme can be found on the website www.ertms.nl. Major changes such as changes in the rollout sequence or rescheduling will be included in the next Network Statement or in supplements to the current Network Statement.

System Version and Level
In the Netherlands, ERTMS System Version (System Version) 2.1 for infrastructure and Level 2 will be introduced. The specifications for these were set by the European Commission in 2016. The Commission promises that these specifications will remain stable in the coming years. In doing so, it confirms that this version and any changes will remain compatible with older versions. This release provides a number of features essential to the Netherlands, including the General Packet Radio Service (GPRS).

Translated with DeepL.com (free version)
ERTMS only in infrastructure and dual rolling stock deployment
The route sections from the Programme Decision are provided with ERTMS only. This means that if ERTMS is found to be working properly, ATB will be removed from the track once and for all.
From that moment on, only railway vehicles equipped with compatible ERTMS equipment can be run. Drivers must be authorised to operate under ERTMS.

Before a start can be made on converting the railway infrastructure from ATB to ERTMS only, all the railway vehicles that are going to run on these route sections must be equipped with ERTMS equipment. Including an ATB functionality (STM ATB), so that the rolling stock can run on both ATB and ERTMS route sections during the transition period from ATB to ERTMS.

Nuisance during conversion
Limiting inconvenience during the conversion of the existing rail infrastructure and railway vehicles is an important aspect of the implementation. However, it is very likely that there will be nuisance to train traffic. At present, it is not yet possible to say where and when exactly this will be the case.

Rollout scope
The rollout of ERTMS starts with the test section Harlingen Haven - Leeuwarden (the 'Early Deployment Line'). After Harlingen Haven - Leeuwarden, tests will be carried out on the Hanzelijn - Lelystad and then (to a limited extent) on Roosendaal - Lage Zwaluwe. The other route sections will follow in accordance with the rollout strategy of the programme:

- Northern lines
- Kijfhoek-Roosendaal-Belgian border
- Hoofddorp-Duivendrecht
- Roosendaal-'s Hertogenbosch, including Zevenbergschen Hoek-Breda and Tilburg-Boxtel
- OV SAAL east; Lelystad-Weesp-Duivendrecht and Amsterdam-Weesp-Hilversum, excluding Amsterdam CS marshalling yard
- Utrecht (excluding Utrecht CS)-Meteren
- Meteren-Eindhoven
- Eindhoven-Venlo-German border

The rollout scope has been determined as shown in the figure below.

Overview route sections Programme Decision

Migration
Migration takes place in ten controlled steps, whereby technology, processes and the human factor are tested in each implementation step.

At the moment it is not yet possible to indicate the exact dates and locations at which ERTMS will enter service and ATB will be decommissioned. During the course of the Programme this will become more clear and more precise data will be included in the Network Statement.

Developments
The nature, scope and duration of the Programme mean that there will always be uncertainties. The Programme therefore has an adaptive character. This means that new developments, possibilities and opportunities can be responded to flexibly during implementation.

3 Performance of capacity-enhancement plans

Congestion statement 2009 (2010 Timetable), entire Waalhaven Zuid marshalling yard		
Bottleneck: • Stabling yard for locomotives • Points 207 a/b – 211 a/b (scissor points RSC)		
Measure	*Status*	*Ready for operation*
Plan development started Besides railway infrastructure measures, ProRail also looks at process measures (better utilisation)	Preference decision made, plan development started	2027
Congestion statement 2011/03, Hoofddorp marshalling yard		
Bottleneck: The requested stabling capacity exceeds the available stabling capacity. The capacity enhancement plan proposes the measures below.		
Measure	*Status*	*Ready for operation*
A stabling capacity for 20 wagon units will be realised.	Realisation	2024
Congestion statement 2012/03, Leeuwarden station		
Bottleneck: NS Reizigers has requested capacity on track 3 to service its trains. Arriva has requested capacity on track 3 for its regular train service. In addition, a frequency increase is being realised between Leeuwarden and Sneek (extra express train), which requires extra platform capacity.		
Measure	*Status*	*Ready for operation*
Realise simultaneity for platform tracks 1 and 2 so that Arriva no longer needs track 3 for its train service.	Realisation	2024
Congestion statement 2014/06, Sloe marshalling yard		
Bottleneck: With multiple transport operators active at Sloe marshalling yard and the increased need for electric traction for arriving and departing trains, the use of the available electrified arrival and departure tracks are a regular source of conflict. These must now be promptly (before operators can be served) released which leads to extra shunting movements.		
Measure	*Status*	*Ready for operation*
It is advised to initiate a plan study into possible electrification of tracks at Sloe. ProRail will propose this to the Ministry of Infrastructure and Water Management within the context of the high frequency rail transport programme (PHS).	Realisation	2023
Congestion statement 2017/03 Moerdijk marshalling yard and main siding lines		
Bottleneck: The congestion statement 'near future' Moerdijk comprises three bottlenecks: • Moerdijk marshalling yard: The available shunting and stabling capacity at Moerdijk marshalling yard is not sufficient to handle existing transport and the expected growth in the near future in a robust manner. In addition to an increase in the number of trains, the number of different transport operators has also increased, putting more pressure on the available capacity. • The public freight terminal: at Moerdijk there are two shippers who make structural use of the public freight terminal for transhipment purposes. Because both shippers want to load and unload especially during the day, there is a chance that the public freight terminal will lead to a bottleneck. • Stabling tracks wagon sets: There is a shortage of stabling capacity with sufficient length for the stabling of wagon sets. These are necessary for the transport process of the CCT container terminal.		

Measure	*Status*	*Ready for operation*
Extension on the south side of the Moerdijk marshalling yard with one platform track and one stabling track (variant B) and division of TimeSpaceSlot 1 into two TimeSpaceSlots	Planning study near completion. Stabling track is also intended for bottleneck transport process CCT. Stalled due to environmental permit application. Splitting of TimeSpaceSlot adopted as small conversions project TRS 3 and 4 TRS 1 and 2	Expected realisation 2025 Realisation 2024 Realisation 2025
Congestion statement 2017/03 Utrecht platform track 5		
Bottleneck: Platform 3, track 5 side, is too narrow. The congestion is beginning to become unacceptable, forcing people to walk too close to the platform wall and wait. This situation, available platform width in combination with current passenger numbers, does not meet the rejection standard.		
Measure	*Status*	*Ready for operation*
Broadening of platform 3, track 5 side, with compensation for the effective platform length of track 4, which will be affected when broadening platform 3.	Realisation	2025
Congestion statement 2018/01 (Near future) West Brabant		
Bottleneck: The congestion statement concerns four conflicts: • InterCity Den Haag - Eindhoven (vice versa) cannot serve Rotterdam Blaak station. • The Moerdijk bridge does not offer sufficient capacity for 14 train paths per hour. • The time slot of the Sprinters Dordrecht - Lage Zwaluwe is not in exact fifteen minute intervals. • The transfer at Roosendaal between the InterCity Roosendaal - Zwolle (vice versa) with the InterCity Amsterdam - Vlissingen (vice versa) involves long stop time of 7 minutes.		
Measure	*Status*	*Ready for operation*
Roosendaal: Platform extensions 3b/4b are part of the integrated approach to all developments at Roosendaal and will be included in the follow-up process of Roosendaal marshalling yard.	Plan study started, combined with Roosendaal Integral	2028
Congestion statement 2018/03 Freight paths Zuidelijke Maaslijn		
Bottleneck: The passenger train service requested by Arriva is leading to restrictions on freight traffic on the current infrastructure: freight transport operators want to have two running options per hour in both directions. The lifting of length restrictions is also requested.		
Measure	*Status*	*Ready for operation*
The scope of the improvements on the Maaslijn includes infrastructure that largely eliminates the consequences of the congestion statement. 24 paths per direction per day are possible. This is more than twice as much as is necessary according to the forecast for 2025 (18 to 20 trains a day in both directions combined).	Plan study completed Tender in progress	2027/2028
Congestion statement 2021/01, Amsterdam - Bentheim		

Bottleneck:
Direction Amsterdam to Bentheim (outbound):
- The Kijfhoek - Bentheim (KGB) freight path has a convergence with the accelerated outbound Intercity Berlin trains 143, 145 LB and 241 between Stroe and Rijssen.
- The Essen - Bentheim (EHB) freight path has a convergence with the accelerated outbound Intercity Berlin trains 143, 145 LB and 241 between Amersfoort and Stroe.
- There is also a conflict between DB Cargo train 47733 J135 and the 145 LB accelerated Intercity Berlin train on the route Amersfoort - Hengelo.

Direction Bentheim to Amsterdam (inbound):
- The Bentheim - Kijfhoek (BGK) freight path has a convergence with the accelerated incoming Intercity Berlin trains 148 LB and 146 between Rijssen and Stroe.

Measure	*Status*	*Ready for operation*
ProRail, NS and the Ministry of Infrastructure and Water Management, in consultation with German partners, are working on further accelerating the train connection between Amsterdam and Berlin. The aim is to accelerate the Intercity Amsterdam-Berlin by thirty minutes by the end of 2023 (2024 timetable). This acceleration will resolve the conflict with freight paths.	Realisation	2024

Congestion statement 2022/02, Noord-Holland

Bottleneck:
As a result of NS Reizigers' amended request, a conflict arises with the Beverwijk - Kijfhoek (via Leiden) (vice versa), Beverwijk - Kijfhoek (via Amsterdam) and Beverwijk - Visé (vice versa) freight paths, which are the BVLK/KLBV, BAGK/KGAB and BVAF/FABV patterns. The conflict location is between Beverwijk and Haarlem (vice versa) and at the Velserspoortunnel.

Measure	*Status*	*Ready for operation*
No measures result from the capacity enhancement plan.	Not applicable	Not applicable

Congestion statement 2022/03, ETMET RoSA: Amsterdam Arena

Bottleneck:
Freight path Bentheim/Onnen - Kijfhoek has been requested with an interval conflict with the 7400 series (from Uitgeest to Driebergen-Zeist/Veenendaal) of NS Reizigers. This conflict occurs from start train service until ~20:00 hrs (when NS Reizigers starts a super off-peak timetable) from Monday to Friday.

Measure	*Status*	*Ready for operation*
No measures result from the capacity enhancement plan.	Not applicable	Not applicable

Congestion statement 2022/04, ETMET RoSA: Oude Lijn

Bottleneck:
The freight paths/trains BVLK (Beverwijk - Leiden - Kijfhhoek) direction Kijfhoek have an interval conflict with the 3200 series of NS Reizigers direction Rotterdam (Rtd) between Delft Aansluiting (Dta) and Rotterdam.
The freight paths/trains KLBV (Kijfhoek - Leiden - Beverwijk) direction Beverwijk have an interval conflict with the 3200 series direction Arnhem (Ah) between Rotterdam and Delft Aansluiting. This conflict occurs from start train service until ~20:00 hrs (when NS Reizigers starts a super off-peak timetable) from Monday to Friday.

Measure	*Status*	*Ready for operation*
No measures result from the capacity enhancement plan.	Not applicable	Not applicable

Congestion statement 2022/05, Noord Nederland

Bottleneck:

The 8100 series direction Zwolle has an interval conflict between Groningen and Groningen Freight Terminal (Gnl) with freight paths from Delfzijl / Eemshaven to Onnen.
The 8100 series direction Groningen has an interval conflict between Onnen Noord (Onn) and Groningen with freight paths from Onnen to Delfzijl / Eemshaven.
The position of the 8100 series is considered futureproof. As a result of the Groningen Spoorzone project (commissioning expected in mid-2023), freight trains will travel through Groningen via a different route in the future and possibly with a different time position, with the result that the conflict between the 8100 series and freight trains described above will no longer occur.

Measure	*Status*	*Ready for operation*
No measures result from the capacity enhancement plan.	Not applicable	Not applicable

Congestion statement 2022/07, tracks 7 and 16 in Venlo, congestion statement for the following years (2024 - 2029)

Bottleneck:
The pressure of freight trains on the two longest tracks of 693 metres in Venlo will increase considerably in the coming years due to:
1) on the one hand an increased demand for capacity:
- growth in freight transport via the Brabantroute to and from Germany;
- growth in train lengths between 665 and 740m on this route (TEN-T ambitions);
- block trains with flammable gases on the Lutterade - Venlo Grens route section, which in accordance with environmental legislation turn on track 7 or 8;
- turning trains that are longer than 665m on the Lutterade - Venlo Grens route section;
- necessary capacity to divert long trains during works on the third track;
- necessary scope for intervention in case of delays or blockages.

2) other limiting factors:
- the desire of transport operators for lengths of stop at Venlo to change locomotives;
- the desire of transport operators for lengths of stop at Venlo to change driver;
- having to wait for trains at the marshalling yard until a connecting path on the German network is available;
- having to wait for trains at the marshalling yard until a connecting path on the Dutch network is available;
- the limited track lengths that allow the transport of 740m only under certain conditions.

Due to these TCRs on the two longest tracks (7 and 16), both in planning and performance, conflicts will regularly arise between trains that can only be handled on the two longest tracks 7 and 16. To cope with this, process and/or infrastructure measures are required to be able to handle more long freight trains (from 665m to 740) at Venlo.

Measure	*Status*	*Ready for operation*
1 Temporary process measures are included in the Logistics Portal	Not applicable	Not applicable
2 Signal and weld modification track 8 for longer trains	Plan study	2024/2025

Appendix 11 Information on secondary railways (sections 2.2.1 and 2.2.2)

Railways falling under the Special Railways Decree
ProRail manages the following decommissioned railway lines which fall under the Special Railways Decree:

- Roermond – Vlodrop Grens (direction Dalheim (D))

Connecting tracks
Connecting tracks on industrial sites and the approach tracks that connect the tracks on these sites to the national railway network are not part of the railway infrastructure managed by ProRail.

Information on or permission to use the connecting track on industrial sites and the approach tracks are given through or via the affiliated company subject to certain conditions, which can include a track access charge.

Certain restrictive conditions can be imposed that are related to the properties of the tracks in question such as axle load, speed and gauge restrictions, as well as restrictions related to the radius of curvature of the tracks in question.

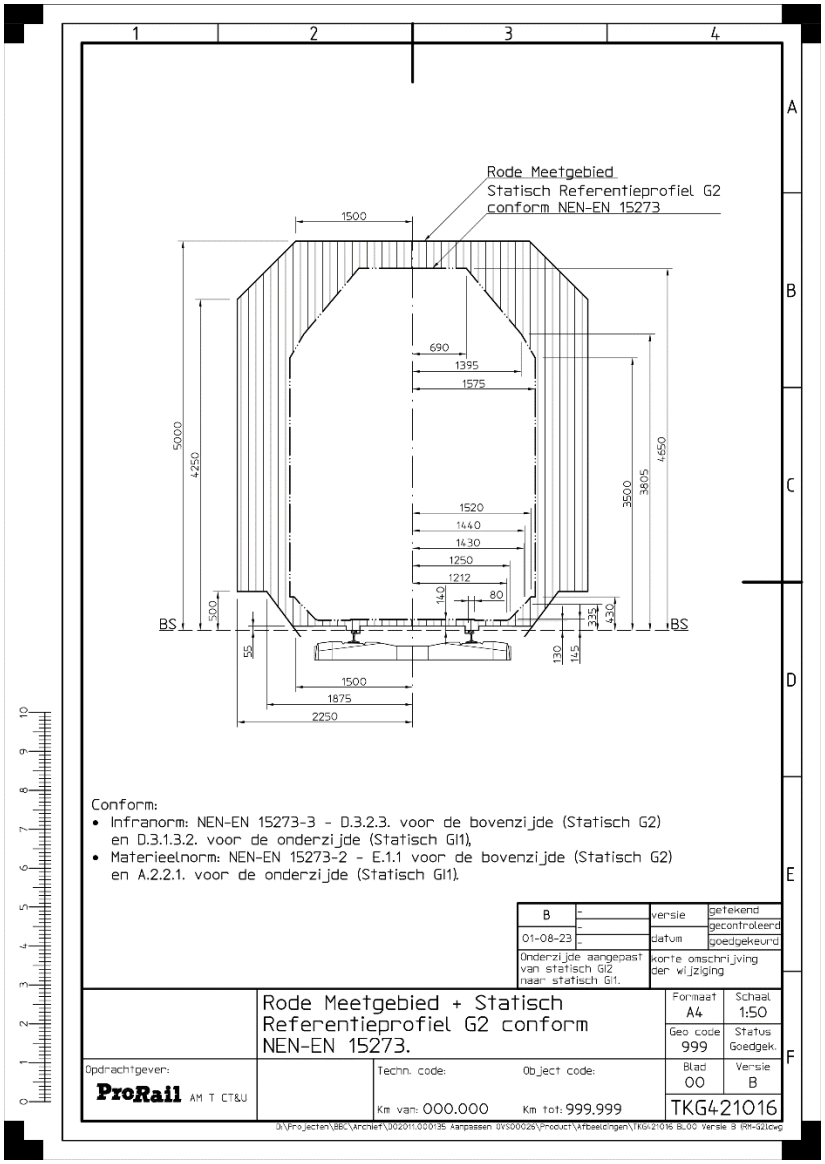
An overview of the tracks designated by ProRail can be found on the Logistics Portal.

Appendix 12 Loading gauges (section 2.3.4)

Explanation

Vehicle gauges for special loads
The vehicle gauge for special loads, the so-called Red Measuring Area (RM, in figure below) applies to all route sections, whereby special instructions or regulations may be attached to the running of border route sections, subject to the regulations of the relevant neighbouring country. The profile of the Red Measuring Area has been established by law.[188]

Railway vehicles with loads larger than the vehicle gauge[189] that has been released for the relevant route sections (see map), but which are located within the Red Measuring Area, require permission from ProRail before operating.[190]



In case of doubt, the One-Stop-Shop for Exceptional Transport (OSS BV) can calculate whether a statically measured load fits within the applicable reference gauges (adding margins as a result of the movement of loads and increase in curves).

188 Section 10(2)(a) Rail Traffic Decree.
189 See Section 10(1) Rail Traffic Decree.
190 Section 10(2) Rail Traffic Decree.

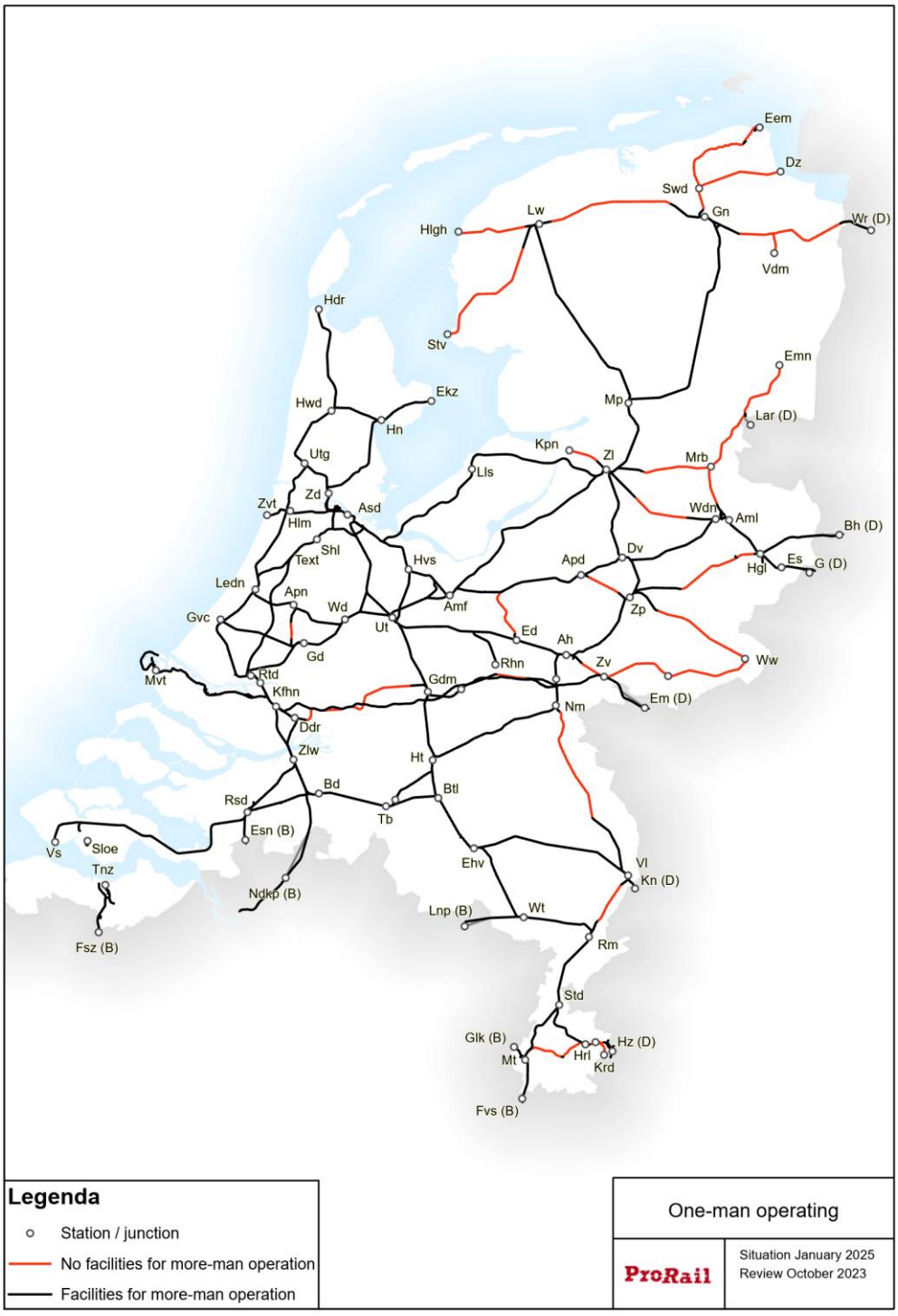
Appendix 13 Axle loads and load per unit of length freight (section 2.3.5)

Appendix 14 Automatic train control systems (section 2.3.13.1)

Appendix 15 Train detection systems (section 2.3.13.2)

Appendix 16 Route sections designated for one-man operation (section 2.4.8)

The overview map shows locations where there are no facilities for multi-man operating. Nodes mostly involve shared use. These locations are therefore equipped with departure lights. This survey map is only applicable for passenger transport as freight transport always involves one-man operation.



Appendix 17 Tractive power supply systems (section 2.3.9)

Voltage change-over gates Betuweroute
To facilitate the transition between the 25kV AC tractive power systems on the Betuweroute and the 1500V DC tractive power system in Kijfhoek and on the connected railways, voltage change-over gates are planned at the locations below.

- Voltage change-over gates with a length of the traction-free zone of 186m:
  - In the tracks between Barendrecht Vork and Waalhaven Zuid, at km 202.1.
  - In the tracks between Kijfhoek and Papendrecht, at km 3.5.
  - In the tracks between Kijfhoek and Papendrecht, at km 107.2.
- Voltage change-over gates with a length of the traction-free zone of 30m:
  - In the tracks of the connecting curve Geldermalsen/Meteren (vice versa).
  - In the tracks of the connecting curve Zaltbommel/Meteren (vice versa).
  - In the tracks of the connecting curve Valburg/Elst (vice versa).
  - In the tracks of the connecting curve Valburg/Nijmegen Lent (vice versa).

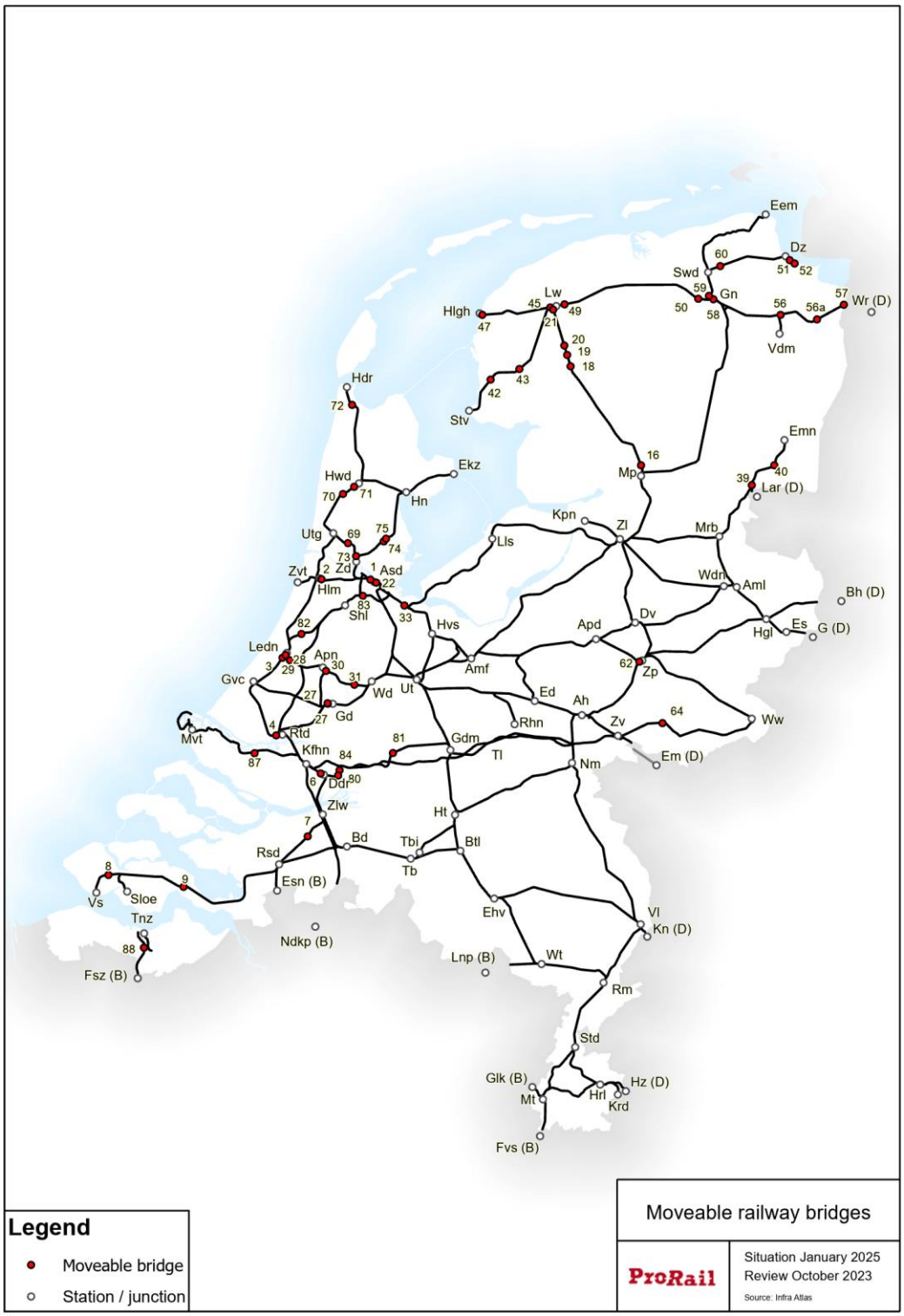
Current take-up restrictions
The table below states the maximum current take-up per train on a number of route sections that are subject to current take-up restrictions with regard to the 1500V DC tractive power supply system.

Route section	Maximum current take-up
Zwolle – Emmen	2,500 A
Barneveld Noord – Ede Wageningen	2,500 A
Rhenen – De Haar Aansluiting	3,000 A
Dordrecht – Geldermalsen	2,700 A
Leiden Centraal – Woerden	3,200 A
Alphen aan den Rijn - Gouda	3,200 A
Rhenen – De Haar Aansluiting	3,000 A
Maastricht – Maastricht voltage change-over gates	3,100 A

The maximum current take-up of the 25 kV tractive power supply system is stated in NEN-EN 50388-1:2022. If a higher or lower value applies, this is stated in the Register of Infrastructure (RINF) (see section 2.3).

Appendix 18 Moveable railway bridges (section 2.4.5)

The numbers refer to the table on the following page.



List of moveable railway bridges

No.	Bridge name	Abbreviation	Waterway	Place	Route section
1	Singelgracht	SGBR	Westerkanaal	Amsterdam	Asd – Ass
2	Spaarnebrug	SPBR	Spaarne	Haarlem	Asd – Hlm
3	Vinkbrug	VKBR	Oude Rijn	Leiden	Gv – Ledn
4	Schiebruggen	DHS	Delfshavense Schie	Rotterdam	Rtd – Sdm
6	Oude Maas	GRBR	Oude Maas	Dordrecht	Ddr – Rtd
7	Markbrug	MABR	Markkanaal	Zevenbergen	Rsd – Zlw
8	Arnekanaalbrug	ABR	Arnekanaal	Arnemuiden	Rsd – Vs
9	Vlakebrug	VLK	Kanaal door Zuid-Beveland	Vlake	Rsd – Vs
16	Drentse hoofdvaart brug	SMVRT	Smildevaart	Meppel	Lw – Mp
18	Deelsbrug	BRDL	Deel	Akkrum	Lw – Mp
19	Boorne	BOBR	Boorne	Akkrum	Lw – Mp
20	Pr. Margrietkanaal	PMK	Prinses Margrietkanaal	Grouw	Lw – Mp
21	Harinxmakanaal (Mp-Lw)	HRMK	Van Harinxmakanaal	Leeuwarden	Lw – Mp
22	Oosterdoksluis	ODS	Oosterdoksluis	Amsterdam	Asd – Asdm
27	Hoge Gouwebrug	HGWBR	Gouwe	Gouda	Gd - Gv/Rtd
	Lage Gouwebrug	GWBR	Gouwe	Gouda	Gd – Ledn
28	Galgewater	GWT	Galgewater	Leiden	Apn – Ledn
29	Rijn-Schiekanaal	RSKBL	Rijn-Schiekanaal	Leiden	Apn – Ledn
30	Gouwsluis	GWB	Gouwe	Alphen aan den Rijn	Apn – Wd
31	Dubbele Wiericke	DWB	Dubbele Wiericke	Bodegraven	Apn – Wd
33	Vechtbrug	VTBR	Vecht	Weesp	Alm/Ndb - Wp
39	Coevorder Stadsgracht	COSB	Stadsgracht	Coevorden	Emn – Mrb
40	Hoogeveense vaart	HVVB	Verlengde Hogeveensevaart	Nieuw Amsterdam	Emn – Mrb
42	Klifrak	KR	Klifrak	Workum	Lw – Stv
43	Wijmerts	WMB	Wijmerts	Nijezijl	Lw – Stv
45	Harinxma (Lw-Hlg/Stv)	HRM	Van Harinxmakanaal	Leeuwarden	Hlg/Stv - Lw
47	Zuidergracht	HLG	Zuidergracht	Harlingen	Hlg – Lw
49	Greuns	GRS	Greuns	Leeuwarden	Gn – Lw
50	Hoendiep	HDP	Hoendiep	Hoogkerk-Vierverlaten	Gn – Lw
51	Damsterhavenbrug	-	Haven	Delfzijl	main siding line Havenschap
52	Zeesluisbruggen (2)	-	Zeesluizen (small and large)	Delfzijl	main siding line Havenschap
56	Wildervanckkanaal AG	WDVB	Wildervanckkanaal AG	Zuidbroek	Gn - Nsch
56a	Rensel	RSL	Rensel	Winschoten	Gn - Nsch
57	Westerwoldse Aa	WWAB	Westerwoldse AA	Nieuweschans	Nscg - Nsch
58	NoordWillemsKanaal	NRDWIL	NoordwillemsKanaal	Groningen	Gn - Lw/Swd
59	Reitdiep	RDP	Reitdiep	Groningen	Gn - Swd
60	Boterdiep	BTD	Boterdiep	Bedum	Dz - Swd

List of moveable railway bridges

No.	Bridge name	Abbreviation	Waterway	Place	Route section
62	IJsselbrug	IJBZ	IJssel	Zutphen	Ah/Apd - Zp
64	Oude IJssel	OIJ	Oude IJssel	Doetinchem	Zv - Ww
69	Nauernaschevaart	NNVBR	Nauernaschevaart	Krommenie-Assendelft	Utg - Zd
70	Noordhollands kanaal	NHKBR	Noordhollands kanaal	Alkmaar	Amr - Hwd
71	Bolbrug	BOL	Ringvaart	Heerhugowaard	Amr - Hwd
72	Koegrasbrug	KGS	Noordhollands kanaal	Koegras	Ana - Hdr
73	Zaanbrug	ZDB	Zaan	Zaandam	Pmr - Zd
74	Noordhollands kanaal	NHK	Noordhollands kanaal	Purmerend	Pmr - Zd
75	Where	WHE	Where	Purmerend	Hn - Pmr
80	Wantijbrug	WIJB	Wantij	Dordrecht	Ddr - Gdm
81	Merwedekanaalbrug	MKBR	Merwedekanaal	Arkel	Ddr - Gdm
82	Ringvaartbrug	RVBR	Ringvaart	Sassenheim	Ledn - Shl
83	Schinkelbrug	SKBR	Schinkel	Amsterdam	Asra - Dvd
84	Baanhoekbrug	BMBR	Beneden Merwede	Baanhoek	Ddr - Gdm
87	Botlekbrug	BOTBR	Oude Maas	Rotterdam	Havenspoor
88	Sluiskilbrug	SLUB	Kanaal van Gent naar Terneuzen	Sluiskil	Svg - Tnz

Appendix 19 Platform lengths (sections 2.3.8 and 7.3.2)

Appendix 20 Freight terminals (section 7.3.5.2.3)

Appendix 21 Refuelling facilities (section 7.3.10)

Information on the refuelling facilities is provided on the following page.

Information on the storage capacity and flow rate of refuelling facilities

Location	Storage capacity in m^3	Flow rate in l/min (via nozzle connection)	Flow rate in l/min (via spill-free connection)
Groningen De Vork	2 x 40	120	200
Leeuwarden	1 x 40	90	200
Hengelo	2 x 60	90	200
Zutphen	2 x 40	90	200
Winterswijk	1 x 50	90	200
Arnhem	2 x 50	90	200
Amersfoort	2 x 30	90	200
Amsterdam Westhaven	1 x 50	90	200
Maasvlakte	1 x 100	120	200
Botlek	1 x 25	80	200
Waalhaven Zuid	1 x 100	120	200
Kijfhoek	2 x 50	125	200
Roosendaal	2 x 50	90	200
Terneuzen*	1 x 30	90	200
Nijmegen	2 x 30	90	200
Venlo	2 x 100	90	200
Heerlen*	1 x 40	130	200

* Refuelling facility has been taken out of use and is expected to be demolished in 2024.

An HVO or Ad-Blue installation is present at some locations. These are owned by a specific railway undertaking.

Appendix 22 Standard freight paths (section 4.5.1)

ProRail shall publish the speed, length and acceleration characteristics of standard freight paths.[191]

These standard paths play a role when applying prioritisation as prescribed by the Railway Capacity Allocation Decree. Requests for capacity that fit within the standard freight paths are included in the prioritisation.

ProRail applies the following basic principles when defining the standard freight paths:

1. The standard freight paths as established the previous year are used as a basis.
2. Separate characteristics apply to non-electrified and electrified route sections.
3. The realisation data per route section is used to determine which type of locomotive is the most common on this route section.
4. Using the realisation data, a standard train tonnage is defined that corresponds with the 95th percentile of the train tonnages, as appears from the realisation.
5. The standard freight path is then based on the acceleration properties of the locomotive type found under point 1, as recorded in the national vehicle register, and the standard tonnage found under point 2.
6. The speed is based on the most common speed used for the pre-arranged paths, as established in the framework of the European rail freight corridors. The speed concerns the insertion speed to be used in the DONNA planning system.
7. The internationally determined maximum train length including locomotive is 740m for freight trains. This train length can be limited in the Netherlands by the possibilities of the railway infrastructure. The length of the standard paths is based on the length of the departure and arrival tracks, as well as on the length of the usual overtaking locations for freight traffic, both for the planned timetable and for the possibilities for adjustment in disrupted situations. For international train paths, restrictions abroad may affect the permitted length. See also section 2.3.8.
8. For corridors where frequent transport of coal and ore takes place, different characteristics may be defined by ProRail.
9. If the request for a freight train fits within the running times of the standard freight path in the timetable, this request falls under the definition of the standard freight path.
10. Partly on the basis of the timetable preparation phase, ProRail may locally deviate from the aforementioned principles. These deviations are subject to consultation in the context of a change to the Network Statement.

This leads to the following characteristics:

Partially or partly non-electrified route sections.
Diesel traction is required. Specific transport on specific routes. The characteristics for a number of route sections are therefore defined separately.

From	To	Via	Veh type	Locs	Length (m)	Tonnage	Speed (km/h)
(Partially) non-electrified route sections							
Almelo	Emmen		6400	1	262	800	80
Delfzijl	Onnen		6400	1	466	1100	60
Eemshaven	Onnen		6400	1	499	800	60
Emmen	Almelo		6400	1	262	300	80
Kaldenkirchen (D)	Sittard		6400	2	673	1500	85
Kijfhoek	Moerdijk		6400	1	690	1400	85
Moerdijk	Kijfhoek		6400	1	690	1500	85
Onnen	Delfzijl		6400	1	466	700	60
Onnen	Eemshaven		6400	1	499	800	60
Onnen	Veendam		6400	1	636	2200	80

[191] Section 1 Railway Capacity Allocation Decree.

Sittard	Kaldenkirchen (D)		6400	2	673	1500	85
Veendam	Onnen		6400	1	636	800	80
Lutterade DSM	Sittard		6400	2	700	2200	80
Sittard	Lutterade DSM		6400	2	700	1900	80
Other (partially) non-electrified route sections The characteristics as listed in the timetable request for a train path are regarded as the characteristics of the standard freight path.					**		

Electrified route sections

From	To	Via	Veh type	Locs	Length (m)	Tonnage	Speed (km/h)
Electrified route sections							
Amersfoort	Coevorden		B189	1	650	2200	95
Amsterdam Westhaven	Bad Bentheim (D)		B189	1	690	2100	95
Amsterdam Westhaven	Beverwijk	Uitgeest	B189	1	482	2800	95
Amsterdam Westhaven	Kijfhoek		B189	1	700	2600	95
Amsterdam Westhaven/Houtrakpolder	Emmerich (D)	Betuweroute	B189	2	690	4000*	95
Amsterdam Westhaven/Houtrakpolder	Kaldenkirchen (D)		B189	2	691	4000*	95
Bad Bentheim (D)	Amsterdam Westhaven		B189	1	690	2200	95
Bad Bentheim (D)	Essen (B)	Betuweroute	B189	1	590	2200	95
Bad Bentheim (D)	Essen (B)	Utrecht	B189	1	690	2200	95
Bad Bentheim (D)	Kijfhoek	Betuweroute	B189	1	590	2200	95
Bad Bentheim (D)	Kijfhoek	Breukelen	B189	1	690	2200	95
Beverwijk	Amsterdam Westhaven	Uitgeest	B189	1	482	2300	95
Beverwijk	Kijfhoek	Breukelen	B189	1	700	2700	95
Beverwijk	Kijfhoek	Leiden	B189	1	603	2700	80
Beverwijk	Sittard		B189	1	700	2400	95
Coevorden	Amersfoort		B189	1	650	2200	95
Emmerich (D)	Amsterdam Westhaven/Houtrakpolder	Betuweroute	B189	1	690	2100	95
Emmerich (D)	Essen (B)	Betuweroute	B189	1	690	2200	95
Emmerich (D)	Essen (B)	Nijmegen	B189	1	690	2400	95
Emmerich (D)	Kijfhoek		B189	1	690	2700	95
Essen (B)	Bad Bentheim (D)	Betuweroute	B189	1	590	2100	95
Essen (B)	Bad Bentheim (D)	Utrecht	B189	1	690	2100	95
Essen (B)	Emmerich (D)	Betuweroute	B189	1	690	2100	95
Essen (B)	Emmerich (D)	Nijmegen	B189	1	690	2400	95
Essen (B)	Kaldenkirchen (D)		TRAX	1	691	2400	95
Essen (B)	Kijfhoek		TRAX	1	700	2100	95
Herzogenrath (D)	Sittard		1206	2	680	1800	80
Kaldenkirchen (D)	Amsterdam Westhaven/Houtrakpolder		B189	1	691	2000	95
Kaldenkirchen (D)	Essen (B)		TRAX	1	691	2200	95
Kaldenkirchen (D)	Kijfhoek		B189	1	691	2000	95
Kaldenkirchen (D)	Sloe		B189	1	691	2200	95
Kijfhoek	Amsterdam Westhaven		B189	1	650	2200	95
Kijfhoek	Bad Bentheim (D)	Breukelen	B189	1	650	2400	95

Kijfhoek	Bad Bentheim (D)	Betuweroute	B189	1	590	2400	95
Kijfhoek	Beverwijk	Breukelen	B189	1	650	2700	95
Kijfhoek	Beverwijk	Leiden	B189	1	603	2700	80
Kijfhoek	Emmerich (D)		B189	1	690	2700	95
Kijfhoek	Essen (B)		TRAX	1	700	2400	95
Kijfhoek	Kaldenkirchen (D)		B189	1	691	2700	80
Kijfhoek	Kaldenkirchen (D)		B189	1	691	2400	95
Kijfhoek	Maasvlakte		B189	1	740	2700	80
Kijfhoek	Onnen	Amersfoort	B189	1	636	2200	95
Kijfhoek	Sittard		B189	1	690	2400	95
Kijfhoek	Sloe		B189	1	700	2400	95
Kijfhoek	Waalhaven		B189	1	690	2700	80
Maasvlakte	Kijfhoek		B189	1	740	2700	80
Onnen	Kijfhoek	Amersfoort	B189	1	636	1200	95
Sittard	Beverwijk		B189	1	700	2700	95
Sittard	Kijfhoek		B189	1	690	2400	95
Sittard	Vise (B)		6400	2	700	2100	95
Sittard	Herzogenrath (D)		1206	2	680	1800	80
Sloe	Kaldenkirchen (D)		B189	1	691	2400	95
Sloe	Kijfhoek		B189	1	700	2500	95
Vise (B)	Sittard		6400	2	700	2400	95
Waalhaven	Kijfhoek		B189	1	690	2700	80
Other electrified route sections			B189	1	**	2200	90

* Concerns coal and ore paths
** See point 7 of the starting points

Appendix 23 ICT and information services

This appendix describes the ICT and information services (such as applications, simulation services, publications and reports) provided by ProRail[192]. It also includes references to ICT and information services made available by third parties. Detailed information on these third-party services - insofar as known to ProRail - can be found in the list of rail-related services and service facilities of third parties on the ProRail website.

Table of ICT and information services

The table below provides a summary and brief description of the ICT and information services. The third column of this table contains a reference to a detailed explanation; and the fourth column indicates where in Chapters 2 to 7 of this Network Statement the relevant service is mentioned.

Name	Function	For further information, see	Stated in section
Information on the railway infrastructure and/or service facilities			
RailMaps	Geographical information on the infrastructure and the surroundings.	Appendix 23 - 1.1	5.3.1
Provision of tailor-made railway infrastructure data via Infra-Atlas	Tailor-made data on the functionality of the railway infrastructure using Infra-Atlas data.	Appendix 23- 1.2	5.5.2
Provision of Geodata	Provision of GPS/RD data on: • Centre of the track • Coupling point • Stations • Timetable points	Appendix 23- 1.2	5.5.2
Rail Information Portal	Source system for train safety and train control information.	Appendix 23 - 1.3	2.3.10 6.2.2
Rail Facilities Portal (RFP)	The publication channel where all European suppliers of rail-related services and service facilities from service package 2 can register their offerings per location on a geographical basis (via RailNetEurope).	Appendix 23 - 1.4	7.3
Register of Infrastructure (RINF)	The publication channel where all European Infrastructure Managers register data about the railway network (via ERA).	Appendix 23 - 1.4	2.3
Customer Information Portal (CIP)	The publication channel for information relating to the railway network that is part of the European freight corridors (via RailNetEurope).	Appendix 23 - 1.4	1.7.1 6.3.3
Simulation environments			
FRISO (Flexible Rail Infra Simulation Environment)	Simulation tool for infrastructure studies, capacity, robustness and safety analyses, innovation studies.	Appendix 23 - 2.1	5.5.2

[192] Systems/applications that are not considered as separate services in the sense of Directive 2012/34/EU, but that are relevant for titleholders (such as portals and registers) are also included in this appendix. No charge is levied for these systems.

Name	Function	For further information, see	Stated in section
NEO Simulation	Carrying out a simulation for testing innovations with the aim of improving train running.	Appendix 23 - 2.1	5.5.2
ProRail ERTMS Integration Lab (PREI)	Performance of (chain) integration tests between ERTMS on-board equipment and ERTMS trackside equipment in the ProRail ERTMS Integration Lab (PREI) with the aim of eliminating compatibility risks.	Appendix 23 - 2.1	5.5.2
Information for the driver			
Signposts (WVK)	Graphic information on the railway infrastructure for drivers.	Appendix 23 - 3.1	5.3.1
Temporary speed restrictions (TSB)	Summary of temporary speed restrictions for drivers.	Appendix 23 - 3.1	5.3.1
RouteLint	Real-time information for the driver on the traffic situation on his route.	Appendix 23 - 3.2	5.5.2
ORBIT	Gives the driver a warning if a stop signal is approached at too high a speed.	Appendix 23 - 3.2	5.5.2
Wegkennisbank	Data on the main railway network and NS sites through Signposts (WVK) drawings enriched with media and documentation.	Appendix 23 - 3.3	N/A
Submitting or changing a capacity request and confirming departure			
Submit capacity requests according to TSI TAF/TAP standard	The submission of capacity requests for train paths, the sending of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail on the basis of the TSI TAF/TAP messages:	Appendix 23 - 4.1	4.2.3 4.8 5.3.1 6.2.4
Order Portal	Submission of capacity requests for train paths in the Netherlands.	Appendix 23 - 4.1	4.2.3 4.8 5.3.1 6.2.4
Mijn Treinen	Overview of all railway undertaking-related scheduled trains for the next 24 hours. With the possibility for the railway undertaking to perform certain interventions.	Appendix 23 - 4.1	5.3.1
DONNA	Planning and requesting train paths, shunting paths and stabling capacity for the basic hour pattern, standard week and specific days.	Appendix 23 - 4.1	4.2.3 5.3.1
Treinnummerlijst (TNR)	Information on the allocation of train numbers to railway undertakings.	Appendix 23 - 4.1	5.3.1 4.5.4.1 4.5.4.2
Path Coordination System (PCS, via RailNetEurope)	Submission of international capacity request and receiving capacity offers.	Appendix 23 - 4.2	4.2.3
Shunting			
LOA-Online	Submitting, handling and recording of local orders for shunting routes.	Appendix 23 - 5.1	5.3.1
WLIS	Registration of train composition data and the position and load of freight wagons at marshalling yards.	Appendix 23 - 5.1	5.3.1 6.2.5 7.3.5.2.1

Name	Function	For further information, see	Stated in section
Kijfdis	The planning and registration system for the shunting hump on the Kijfhoek marshalling yard.	Appendix 23 - 5.2	7.3.5.2.2
Spoorbezettingsplan	Information on the track occupation of the marshalling yards, as well as the planning for the next 16 hours.	Appendix 23 - 5.3	5.5.2 7.3.5.2.1
Information on and coordination of capacity for works as part of the train path service			
Btd-planner	Information on and coordination of planned TCRs	Appendix 23 - 6.1	5.3.1 4.3 and underlying sections
Btd-planner report	Information on the planned TCRs	Appendix 23 - 6.1	5.3.1 4.3
TCR map	Geographical representation of all planned TCRs in the Netherlands.	Appendix 23 - 6.1	5.3.1 4.3
TCR files	Application for communication relating to BUTA < 36 hours.	Appendix 23 - 6.1	5.3.1 4.3
Communication			
GSM-R Voice Rail Safety	Communication between driver and movements inspector.	Appendix 23 - 7.1	5.3.1
GSM-R Handhelds	Operational voice communication (point-to-point and group communication via handhelds at marshalling yards or in tunnels).	Appendix 23 - 7.2	5.5.1
GSM-R Other rail-related voice and data	Operational voice communication (point-to-point via handhelds at marshalling yards or in tunnels), and data communication	Appendix 23 - 7.2	5.5.1
Information on and coordination of incidents and contingencies			
SpoorWeb	Communication in case of contingencies.	Appendix 23 - 8.1	5.3.1
Tailor-made incident data	Provision of tailor-made incident data. - Current Standard Obstruction Measures - Data related to an undesired event, limited to a specific titleholder	Appendix 23 - 8.2	5.5.2
ICDOC	This platform contains information relating to the handling of incidents and contingencies, such as handling scenarios, travel guidance, on-call duty information and seasonal measures.	Appendix 23 - 8.3	2.5 6.3.1
Information for intervention purposes			
Provision of planning and performance information according to TSI TAF/TAP standard	Provision of planning and performance information on the basis of the TSI TAF/TAP messages.	Appendix 23 - 9.1	4.2.3 4.8 5.3.1 6.2.4
SpoorViewer	Real-time information on train movements.	Appendix 23 - 9.1	5.3.1 5.5.2
MeekijkVOS	View functionality in the VOS traffic control system, making it possible to monitor the course of train services.	Appendix 23 - 9.2	5.5.2
Punctuality map	Real-time graphical insight into the current situation of punctuality of passenger train services.	Appendix 23 - 9.2	5.5.2

Name	Function	For further information, see	Stated in section
Provision of planning and performance information according to the NL standard	Provision of real-time traffic plan data, related changes to the train service and performance information.	Appendix 23 - 9.2	5.5.2
Provision of rolling stock and train positioning service (MTPS)	The provision of real-time data on train positions on the basis of train detection systems.	Appendix 23 - 9.2	5.5.2
Train Information System (TIS)	Real-time information on movements of international passenger trains and national and international freight trains.	Appendix 23 - 9.3	5.5.2
NDOV desk	Provision of planned and real-time travel information (passenger traffic), fares, public transport zones and stop accessibility.	Appendix 23 - 9.3	7.3.2.2.2
Information on and coordination of the delivered performance			
Train service report	Standard reports and provision of data on train service performance.	Appendix 23 - 10.1	5.3.1
Monitoring-Approval	Possibility to accept or reject the causes of train deviations registered by ProRail.	Appendix 23 - 10.2	5.3.1
Information on train service performance: tailor-made reports, provision of data and analyses	Tailor-made report, provision of data and analysis of the train service performance.	Appendix 23 - 10.3	5.5.2
TOON	Information on realised/historic train movements	Appendix 23 - 10.3	5.5.2
Sherlock	Support in the analysing of train performances	Appendix 23 - 10.3	5.5.2
Information on railway vehicles			
WILD and Hotbox detection systems	Provision of the various monitoring data on, for example, axle loads and wheel temperatures of passing railway vehicles.	Appendix 23 - 11.1	5.5.2 7.3.7.1
European Register of Authorised Types of Vehicles (ERATV)	the European register of authorised types of railway vehicles (via ERA).	Appendix 23 - 11.2	3.4.1
Information on Network Statements and Corridor Information Documents			
Network and Corridor Information Platform (NCI)	The publication channel for online access, search and comparison of the Network Statements and Corridor Information Documents of all European infrastructure managers (via RailNetEurope).	Appendix 23 - 12.1	1.5.3
General			
Logistics Portal	Publication channel for operational regulations and other documentation relevant to titleholders.	Appendix 23 - 13.1	1.4

Browser policy ProRail

In cases where ProRail provides an application (or: user interface), it is only offered on supported browsers and platforms. ProRail supports the following browser versions:

Mobile browser	OS	Version
Safari	iOS	Latest two
Chrome	iOS / Android	Latest two
Edge (Chromium)	iOS / Android	Latest two

Desktop browser	OS	Version
Chrome	Windows / Linux	Latest two
Edge	Windows	Latest two

1 Description of the ICT and information services relating to the railway infrastructure and/or service facilities

1.1 Description of the ICT and information services relating to the railway infrastructure as part of the train path service

Information about railway infrastructure as part of the train path service		
1. General information		
1.1	Facility	The train path service includes the ICT service RailMaps, which can be used to obtain information about the railway infrastructure. The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and thus also RailMaps) is offered during the term of the Network Statement.
2. Function		
2.1	Description	RailMaps is the ProRail-wide viewer for geographical data. Information on the map can be consulted for a wide variety of objects. There is a special group of preselected map layers for railway undertakings. Some examples of the data available in RailMaps: • Railway objects such as points, branch sections (+ maximum local speeds), buffer stops, signals, matrix indicators, buildings with regard to energy supply and refuelling facilities. • Route section videos providing information on structures located on and along the route section, as well as in the immediate surroundings of the railway line. The video images can be used, among other things, for the remote surveillance of local situations. • Topographical data, such as noise barriers, access gates, escape doors, rail track (anti-icing, washing area, work pit), road-rail access points, level crossings, structural works and buildings. • Schematic drawings (Infra-Atlas is the source of this data). • Other data such as slope data, track distances and aerial photographs. The provision of specific tailor-made information on the functionality of the railway infrastructure is possible from Infra-Atlas, see Appendix 23, section 1.2.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	▪ Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). ▪ Availability of helpdesk: during working days from 07:00 – 17:00 hrs.
3.1.2	Technical characteristics	The application is made available by means of authorisation via the Internet.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	This application is provided as part of the train path service, see section 5.3.1.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The user accepts the Railmaps disclaimer: https://prorailbv.sharepoint.com/teams/T2017_0069/bieb1/disclaimer.pdf
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a reasonably recent browser and an Internet connection, and for existing users it can also be via Logistics Portal --> Applications.
6. Capacity request		

Information about railway infrastructure as part of the train path service		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	Available immediately upon request.
6.3	Information on capacity availability and TCRs	N/A

1.2 Description of ICT and information services relating to railway infrastructure and/or service facilities falling under ancillary services

Information on railway infrastructure and/or service facilities falling under ancillary services		
1. General information		
1.1	Facility	The following ICT and information services are part of the ancillary services (provision of additional information) and provide information on railway infrastructure and/or service facilities: 'Provision of tailor-made railway infrastructure data via Infra-Atlas' and 'Provision of Geodata'. These services fall under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The services are offered during the term of the Network Statement.
2. Function		
2.1	Description	The following ancillary ICT and information services are available to titleholders to obtain information on the railway infrastructure and/or about service facilities: **Provision of tailor-made railway infrastructure data via Infra-Atlas:** Comprises the provision of specific information on the railway infrastructure from Infra-Atlas This may be a specific question about a cross-section, about functionality or about issues related to IRS IAUF (Interface Requirement Specification - Infra-Atlas Exchange Format). **Provision of Geodata:** Provision of real-time GPS/RD data from Naiade/Infra-Atlas with respect to the ProRail base map, Transfer Facilities, the ProRail Area Classifications and the Reference System. As soon as infrastructural changes are implemented in the mentioned systems, they are immediately communicated through the provision of GeoData. The message flow provides the user with a direct view of the infrastructure.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	**Provision of tailor-made railway infrastructure data via Infra-Atlas:** On request, depending on specific wishes. **Provision of Geodata:** Availability of publication: 7 x 24 hours (subject to fixed times for maintenance to be determined). Availability of service desk: only during office hours.
3.1.2	Technical characteristics	**Provision of tailor-made railway infrastructure data via Infra-Atlas:** One or more data files (text files). **Provision of Geodata:** Push messages
3.1.3	Planned changes	There are no planned changes.
4. User costs		

Information on railway infrastructure and/or service facilities falling under ancillary services		
4.1	Information related to the track access charge	**Provision of tailor-made railway infrastructure data via Infra-Atlas:** On request, depending on specific wishes **Provision of Geodata:** The use of this application is free of charge.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The data is provided via the Internet.
6. Capacity request		
6.1	Access request	Via ICT and information services (informatiediensten@prorail.nl).
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and TCRs	N/A

1.3 Description of publication systems relating to railway infrastructure and/or service facilities

Publication systems relating to railway infrastructure and/or service facilities		
1. General information		
1.1	Facility	Information on railway infrastructure and/or service facilities can be obtained through the publication system 'Rail Information Portal'. The Rail Information Portal is the source system for information on train safety and train control.
1.2	Service provider	ProRail
1.3	Term of validity	Access to the Rail Information Portal is offered during the term of the Network Statement.
2. Function		
2.1	Description	The Rail Information Portal is the publication system of various track data, including OBE, BVS and WVK drawings (see Appendix 23 - 3.1). By default, the drawings shown are valid today, but you can also choose a day in the past or a day in the future. The displayed drawings can also be filtered by various meta-information; for example, by traffic control centre or geocode.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: during working days from 08:00 – 17:00 hrs.
3.1.2	Technical characteristics	The Rail Information Portal can be accessed via a modern web browser.
3.1.3	Planned changes	N/A
4. User costs		
4.1	Information related to the track access charge	There are no additional costs associated with its use.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	N/A

Publication systems relating to railway infrastructure and/or service facilities		
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Workstation with a modern web browser. The application can also be accessed by existing users via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can request access to an application via IDM.
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

1.4 Description of ICT and information services relating to the railway infrastructure and/or service facilities of other operators known to ProRail

1.4.1 Rail Facilities Portal (RFP)

The Rail Facilities Portal (RFP) is offered by RailNetEurope. For more information about the Rail Facilities Portal, see the website of RNE https://railfacilitiesportal.eu/ and/or the *List of suppliers of rail-related services and service facilities* known to ProRail on the ProRail website.

1.4.2 Register of Infrastructure (RINF)

The Register of Infrastructure (RINF) is offered by the European Union Agency for Railways (ERA). For more information about the Register of Infrastructure, see the website of ERA https://rinf.era.europa.eu/rinf/ and/or the list of suppliers of rail-related services and service facilities known to ProRail on the ProRail website.

1.4.3 Customer Information Platform (CIP) for Rail Freight Corridors

The Customer Information Portal (CIP) is offered by RailNetEurope. For more information about the Customer Information Portal, see the website of RNE https://info-cip.rne.eu/ and/or the list of suppliers of rail-related services and service facilities known to ProRail on the ProRail website.

2 Description of ICT and information services for simulation purposes falling under ancillary services

2.1 Description of ICT and information services related to simulation environments falling under ancillary services

Simulation environments falling under ancillary services
1. General information

Simulation environments falling under ancillary services		
1.1	Facility	The following simulation environments are available as ancillary services (provision of additional information): 'Flexible Rail Infra Simulation Environment (FRISO)', 'NEO Simulation' and 'ProRail ERTMS Integration Lab (PREI)'. These services fall under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The services are offered during the term of the Network Statement.
		2. Function
2.1	Description	The following ancillary ICT and information services are available to railway undertakings for the purpose of simulation: **Flexible Rail Infra Simulation Environment (FRISO):** Through simulation of the train service, FRISO (Flexible Rail Infrastructure Simulation Environment) provides insight into the quality of future and current timetables on a national or local scale. Impact of daily variation and interaction between trains due to infrastructure utilisation, route claims and/or connections can be visualised and quantified. FRISO can be used for infrastructure studies, capacity, robustness and safety analyses and innovation studies. FRISO is delivered with a basic dataset with which the timetable for the current timetable can be simulated. This dataset is updated on an annual basis. **NEO Simulation** Railway undertakings can request ProRail to carry out a simulation for them using the NEO Simulator. Scenarios are programmed for this purpose, which are then loaded into the simulation environment for testing. ProRail and NS have jointly developed the NEO Simulator. The NEO Simulator can be used to carry out simulations to test, research and evaluate the (safety) effects of innovations on users. This particularly concerns innovations to improve train running. The NEO Simulator is not suitable as a simulator for the training of train drivers. **ProRail ERTMS Integration Lab (PREI)** Railway undertakings (but also suppliers of ERTMS rolling stock and ERTMS on-board equipment) can submit a request to ProRail to be allowed to use the available facilities of the ProRail ERTMS Integration Lab to perform (chain) integration tests between ERTMS on-board equipment and the ERTMS trackside equipment of the Dutch main railway infrastructure.[193] To this end, the Prorail ERTMS Integration Lab shall have a copy of the ERTMS systems as present on the Dutch ERTMS infrastructure, process control system, GSM-R and associated test applications and various interfaces (in accordance with subset 110-111-112). The ProRail ERTMS Integration Lab has various test rooms and also a demonstration room in which the movements inspector's and driver's workstations have been set up to test operational processes in relation to ERTMS. The user is responsible for the test plan, the test leader, the performance of the test and the test report. The ProRail ERTMS Integration Lab can be used for, among other things: • Track-side Train (pre-)Integration tests, including ESC tests as defined in the CCS TSI and TD/011REC1028 • Connection performance tests GSM-R • Transition tests (transitions from ERTMS to ATBEG and vice versa) • Configuration tests • Training and demonstrations For further information see Integration Lab | ProRail

[193] Article 6 Implementing Regulation 2018/545

Simulation environments falling under ancillary services		
3. Description of the facility		
3.1	Locations	**FRISO**: N/A **NEO Simulation** The RailCenter in Amersfoort has a permanent facility that can be used to simulate the train driver's user-experience. **ProRail ERTMS Integration Lab (PREI)** The ProRail ERTMS Integration Lab is located on the third floor of the Railcenter in Amersfoort.
3.1.1	Availability	**Flexible Rail Infra Simulation Environment (FRISO):** • Availability of application: 7 x 24 hours • Availability of helpdesk: during working days from 09:00 – 17:00 hrs. **NEO Simulation and ProRail ERTMS Integration Lab (PREI)**: Availability on the basis of agreements made in advance, which are based on a tailor-made offer. A condition is that experts within ProRail with knowledge of the simulator environment are available.
3.1.2	Technical characteristics	**Flexible Rail Infra Simulation Environment (FRISO):** The application is delivered as a stand-alone executable with installer for a recent MS Windows 64 bit environment. The application uses the simulation platform Enterprise Dynamics; access to this platform is granted on the basis of a separate licence. This licence can be supplied (see 4.1 for licence fees) or use can be made of already existing licences. Software requirements • Access to simulation platform Enterprise Dynamics • Microsoft .NET Framework 4.0 • SQL Server Express 2019: you can also choose to use a separate SQL server. In that case, the following two redistributables from the Microsoft® SQL Server® 2012 Feature Pack must be installed (64bit): ○ Microsoft® System CLR Types for Microsoft® SQL Server® 2012 ○ Microsoft® SQL Server® 2012 Shared Management Objects When installing FRISO, the interaction with the Enterprise Dynamics simulation platform is automatically included for the purpose of online activation. Activation of the licence is necessary after installation. **NEO Simulation** Titleholders are offered the opportunity to carry out a simulation together. The simulation takes place at the fixed facility in the RailCenter. **ProRail ERTMS Integration Lab (PREI)** Access to the systems - including an ERTMS infrastructure environment and Test Control Logging (TCL) - and the support of employees of the ProRail ERTMS Integration Lab are included. All facilities are adapted to the predefined needs.
3.1.3	Planned changes	**Flexible Rail Infra Simulation Environment (FRISO)** and **NEO Simulation**: There are no planned changes. **ProRail ERTMS Integration Lab (PREI)** • ProRail is currently further developing its own ProRail Test Control Log (PTCL), which will enable more test scenarios to be handled in the future. For example, the possibilities with regard to testing transitions (see section 2.3.13)[194] in the ProRail ERTMS Integration Lab are being expanded.

[194] The regulations (e.g. the TD/011REC1028) include various ESC types that deal with transition tests. Only the transition to STM-ATBEG is currently available in the PREI, see description under 2.1, the other ESC types are still being worked on.

<table>
<tr><th colspan="3">Simulation environments falling under ancillary services</th></tr>
<tr><td></td><td></td><td>• A new test environment (baseline 3) will also be created as part of the ERTMS programme, see Appendix 10.</td></tr>
<tr><td colspan="3">4. User costs</td></tr>
<tr><td>4.1</td><td>Information related to the track access charge</td><td>Flexible Rail Infra Simulation Environment (FRISO):
The use of this application is subject to a charge of € 5,225 per account (excluding licence fees).

The optional licence fees for the Enterprise Dynamics simulation platform are:
<table>
<tr><th></th><th>Units</th><th>Fee([195])</th></tr>
<tr><td>System Licence</td><td>Per year</td><td>€ 7,100</td></tr>
<tr><td>Training</td><td>1 day</td><td>€ 1,300</td></tr>
<tr><td>Technical Support (Installation and General)</td><td>Per 4 hours</td><td>€ 480</td></tr>
<tr><td>Other (functional) support</td><td>TBD</td><td></td></tr>
</table>
• Multiple users can use one software licence. When used by several persons simultaneously, an extra licence is needed.
• The FRISO application can be activated by means of a digital key or dongle.
• The FRISO application runs on a laptop or desktop and in an intranet environment.
• Multiple Training and Support units and appointments on request.

NEO Simulation
ProRail will make an offer for the simulation on the basis of the wishes and the agreed project plan.

ProRail ERTMS Integration Lab (PREI)
On the basis of the wishes and the submitted test plan, ProRail will draw up an offer in which a daily fee of € 2,303 will be charged for the use of the ProRail ERTMS Integration Lab.
If reserved capacity is (partially) cancelled, part of the above-mentioned charge will be levied. If the reservation is cancelled within four weeks before the start of the test period, 25% of the above-mentioned charge will be levied for each test day cancelled. In case of cancellation within two weeks, it is 50% and within one week 75%. If capacity is cancelled after the start of the test period, the full charge (100%) will be levied.</td></tr>
<tr><td>4.2</td><td>Information relating to the discount on the track access charge</td><td>N/A</td></tr>
<tr><td colspan="3">5. User conditions</td></tr>
<tr><td>5.1</td><td>Legal requirements</td><td>The access and service level agreements of FRISO are part of the Access Agreement, the model of which can be found on the ProRail website.

Agreements on the simulation services PREI and NEO Simulation will be laid down in an agreement.</td></tr>
<tr><td>5.2</td><td>Technical requirements made of railway vehicles</td><td>N/A</td></tr>
<tr><td>5.3</td><td>Independent use</td><td>N/A</td></tr>
<tr><td>5.4</td><td>IT systems</td><td>Flexible Rail Infra Simulation Environment (FRISO):
Recommended hardware configuration:
• Processor: 4 GHz+ Quad (or higher) Core
• Memory: 16GB but more is better
• Hard disk size: min 20GB available
• Operating system: Windows 10
• Video: OpenGL® 4.5+ (with 512MB or more)</td></tr>
</table>

[195] The stated amounts regarding licence, training and technical support have been determined by the supplier of the Enterprise Dynamics simulation platform and are indicative. When purchasing optional licences, the actual costs will be charged.

Simulation environments falling under ancillary services		
		Necessary software: Microsoft® Excel
6. Capacity request		
6.1	Access request	**Flexible Rail Infra Simulation Environment (FRISO)** and **NEO Simulation**: Via ICT and information services (informatiediensten@prorail.nl). **ProRail ERTMS Integration Lab (PREI)** Requests for use of the ProRail ERTMS Integration Lab can be submitted via the request form on prorail.nl or by email via ERTMSlab@ProRail.nl Note: If it concerns ESC checks in the context of rolling stock approval, the applicant must first contact: inzet.spoorvoertuigen@prorail.nl (see section 3.4.1), before capacity can be requested from the lab.
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and TCRs	**NEO Simulation** An internal employee of a titleholder is always required to set up and run the simulation. The titleholder is responsible for the result to be achieved. **ProRail ERTMS Integration Lab (PREI)** In view of the rollout of ERTMS within the Netherlands, an increasing demand for testing capacity of the ProRail ERTMS Integration Lab is expected. ProRail will make every effort to achieve optimum utilisation of the available testing capacity to the extent that the parties make known their testing needs at an early stage (> six months). This does require some flexibility from the parties. Use of the ProRail ERTMS Integration Lab is awarded on a 'first come, first served' basis. Guidelines for the joint use of the ProRail ERTMS Integration Lab can be viewed via the Logistics Portal.

3 Description of the ICT and information services for drivers

3.1 Description of ICT and information services for drivers as part of the train path service

Information for drivers as part of the train path service		
1. General information		
1.1	Facility	The following ICT and information services for drivers are provided as part of the train path service: Signposts (WVK) and Temporary speed restrictions (TSB). The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and thus the aforementioned ICT and information services) are provided during the term of the Network Statement.
2. Function		
2.1	Description	The following ICT and information services are available to drivers of railway undertakings: **Signposts (WVK)** Rail and Road Signs provide a graphic overview of the railway infrastructure, tailored to the needs of drivers, to facilitate safe and efficient traffic participation and effective communication with ProRail traffic control. The railway infrastructure concerns at least the entire network centrally controlled by ProRail. **Temporary speed restrictions (TSB)** The publication on temporary speed restrictions is part of the IAM (information to drivers) publication. The information on temporary speed restrictions is shown by placed (L, A and E) signs. The IAM is sent as a weekly and daily publication. The weekly publication contains all speed restrictions applicable during the relevant week. The day publication provide supplements and/or changes to the week publication.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	On request, depending on specific wishes.

Information for drivers as part of the train path service		
3.1.2	Technical characteristics	**Signposts (WVK)** a) A download of the Signposts (WVK) in PDF format via the Rail Information Portal application (see Appendix 23, item 1.3). By subscribing to the operating instructions (BVS) in the web portal, you will be informed by email of any changes to the Signposts. b) A Signposts notification with the description of the changes on the position of the rail infrastructure works in XML format. **Temporary speed restrictions (TSB)** The railway undertaking can on request of this information opt for a TSB at station, regional or national level. Information is provided on route section, direction of travel, time period and applicable speed. It is also possible to make a distinction according to train type, reason and particularities (placement of signs and/or signals). The railway undertaking receives a PDF file by email. The weekly publication is sent on Thursdays at 09.00 hrs and applies to the period from the first following Monday 04:00 hrs until the next Monday 04:00 hrs. The daily publication is sent daily at 15:30 hrs and applies to the first following day from 04:00 hrs until 04:00 hrs on the next day.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	These ICT and information services are provided as part of the train path service, see section 5.3.1.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	**Signposts (WVK)** The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website. **Temporary speed restrictions (TSB)** The email address of the railway undertaking to which the TSO is sent is registered in the Access Agreement; the template of this can be found on the ProRail website. This email address must be a functional email address, in which the name of the railway undertaking appears (e.g. planning@transportoperator.country, with the name of the railway undertaking under 'transport operator'). The railway undertaking is responsible for providing this information to the driver running a train under the responsibility of the railway undertaking.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	**Signposts (WVK)** One or more data files. **Temporary speed restrictions (TSB)** Internet connection, email account and software program to open PDF files. The data is provided via the Internet. There is a guaranteed transmission, as well as a 24-hour (on-call duty) service.
6. Capacity request		
6.1	Access request	**Signposts (WVK)** a) A download of the Signposts in PDF format via the application Raildocs of ProRail b) A description in XML format: via ICT and information services (informatiediensten@prorail.nl). **Temporary speed restrictions (TSB)** Via ICT and information services (informatiediensten@prorail.nl).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and TCRs	N/A

3.2 Description of ICT and information services for drivers falling under ancillary services

Information for drivers falling under ancillary services		
1. General information		
1.1	Facility	Within the ancillary services (provision of additional information), the following ICT and information services are offered to support drivers: RouteLint and ORBIT. These ICT and information services fall under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The services are offered during the term of the Network Statement.
2. Function		
2.1	Description	The following supporting ICT and information services are available to support drivers: **RouteLint:** RouteLint provides the driver with dynamic trip information on the current track occupation on his route. As a result, the driver receives data on trains that are running ahead and the train behind it that is being obstructed. RouteLint also provides information on inserting, branching and intersecting trains and the current delay of the trains on the route and planned arrivals, departures and short stops during the journey (the so-called 'service card'). The timetable information shown in the app (the service card) represents only a limited part of the timetable of the displayed train. The complete timetable of the driver as provided by the railway undertaking remains leading. **ORBIT:** This information service gives a warning to the driver if a stop signal, buffer stop or stop sign is approached at too high a speed in the centrally controlled area. The service consists of the provision of: 1. Real-time information on the first following controlled stop signal (ESBS) of each train. 2. Application on the hardware in the train. 3. ORBIT monitoring reports and access to the ORBIT Monitoring application. 4. Daily provision of the ORBIT performance data. 5. Implementing the relevant rolling stock data at the railway undertaking's request. 6. The possibility to switch off the sound in the train at the request of the railway undertaking. 7. The possibility to (temporarily) switch off the sound for all or certain signals at the request of the railway undertaking.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours.
3.1.2	Technical characteristics	**RouteLint:** This application runs on mobile devices. **ORBIT:** Railway undertakings arrange hardware in the train. The hardware (On Board Unit) is available as a catalogue item from Strukton. If the railway undertaking already has a suitable hardware platform in the train, the ORBIT Train software can alternatively be supplied as a separate component, whereby the railway undertaking itself realises the integration with its own platform. ProRail can support the study and realisation of this alternative.
3.1.3	Planned changes	There are no planned changes.
4. User costs		

Information for drivers falling under ancillary services		
4.1	Information related to the track access charge	The use of these services is subject to a charge. • RouteLint: € 0.009675 per forecast train kilometre • **ORBIT**: € 0.008389 per forecast train kilometre This concerns the charge for use, the implementation concerns customisation for which a price proposal is made on request.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	**RouteLint:** Provision of the RouteLint Interface to provide the driver with real-time information on his route. The information can be accessed in two ways: via RouteLint data or via a RouteLint app on the device made available by the railway undertaking. The application can also be accessed by existing users via Logistics Portal --> Applications. **ORBIT:** The railway undertaking shall have appropriate equipment for this purpose.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator. If you have a ProRail account, you can apply for access to an application via IDM. If you want to use the RouteLint data to connect to your own Driver Advisory System (DAS), contact Product Management Information and ICT Services (informatiediensten@prorail.nl).
6.2	Handling time	**RouteLint:** A maximum handling time of two weeks applies between the request for and granting of access to the application. **ORBIT:** Requests will be processed within ten working days.
6.3	Information on capacity availability and TCRs	N/A

3.3 Description of ICT and information services for drivers of operators known to ProRail

Wegkennisbank
The Wegkennisbank (Network Database) is provided by NedTrain B.V. For further information on this service, see the list of suppliers of rail-related services and service facilities known to ProRail on the ProRail website.

4 Description of ICT and information services for submitting and changing a capacity request and confirming departure as part of the train path service.

4.1 Description of ICT and information services for submitting or changing a capacity request and confirming departure as part of the train path service.

Submitting or changing a capacity request and confirming departure as part of the train path service.		
1. General information		
1.1	Facility	As part of the train path service, the following ICT and information services are offered to submit or change a capacity request or confirm departure: 'Submit capacity requests according to TAF/TAP TSI standard', Order Portal, Mijn Treinen, DONNA and Treinnummerlijst (TNR). The departure of a freight train can be confirmed via Mijn Treinen. Treinnummerlijst (TNR) is an ancillary application that displays the valid train numbers that may be used on a specific date by a specific railway undertaking. The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and thus the aforementioned ICT and information services) are provided during the term of the Network Statement.
2. Function		
2.1	Description	The following ICT services are available for titleholders to submit and change a capacity request: **Submit capacity requests according to TSI TAF/TAP standard:** The submission of capacity requests for train paths, the receipt of offers of train paths, the changing of train paths and cancellation of train paths, border alignment and the changing and cancellation of train paths by ProRail on the basis of the TSI TAF/TAP messages: • The Path Request message (based on section 4.2.2.2 of TSI TAF and 4.2.17.1 of TSI TAP). • The Path Details message (based on section 4.2.2.3 of TSI TAF and 4.2.17.2 of TSI TAP). • The Path Details Refused message (based on section 4.2.2.5 of TSI TAF and 4.2.17.5 of TSI TAP). • The Path Confirmed message (based on section 4.2.2.4 of TSI TAF and 4.2.17.4 of TSI TAP). • The Receipt Confirmation message (based on section 4.2.2.8 of TSI TAF and 4.2.17.7 of TSI TAP). • The Path not available message (based on section 4.2.2.7 of TSI TAF and 4.2.17.8 of TSI TAP). • The Path Cancelled message (based on section 4.2.2.6 of TSI TAF and 4.2.17.6 of TSI TAP). • The Path Coordination message (based on European sector agreements). • The Error message (based on European sector agreements). ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages. For each message, ProRail determines which data must be provided by the applicants and which data must be sent by ProRail. In addition, ProRail determines per message in which situations it can be used and in which situations it cannot be used.

Submitting or changing a capacity request and confirming departure as part of the train path service.		
		Order Portal Applicants can use the Order Portal to submit requests for train paths in the Netherlands. In the Order Portal, the train paths created by ProRail are shown to the applicants. In addition to the initial requests, the portal can also be used to submit requests for changes to, and cancellation of, train paths offered by ProRail. Capacity requests can be submitted in the Order Portal for the timetable phase, the ad hoc phase and the traffic control phase. **Mijn Treinen** Mijn Treinen shows an overview of all scheduled freight transport operator-related trains for the next 24 hours and running trains with the ability for the railway undertaking to easily submit certain intervention requests. For freight transport operators this concerns intervention requests such as: - Release of train paths - Changes to train paths - Freight train check-in (GTI) - Detention of freight trains at any handling point - Communication of the expected delay at any handling point For other railway undertakings, this concerns intervention requests such as: - Changes to train paths - Detention of freight trains at any handling point - Communication of the expected delay at any handling point Mijn Treinen generates an alert for freight operators if a freight train with running characteristic GO does not timely* have a valid departure composition. * Timely depends on the agreements in force at the time. As a start, it is agreed that an alert is shown at 15 minutes before the actual transit time at the border or at 15 minutes before departure in the Netherlands by means of an info button 'No valid departure composition, urgent action required'. Additionally, any railway undertaking can use Mijn Treinen to request current timetables. **DONNA** This application concerns the planning, requesting and allocation of all forms of infrastructure use at both network and node level. In DONNA, a titleholder can view the planning and/or make the planning and capacity requests itself, but this work can also be outsourced to a third party. The capacity allocation procedure can be monitored and DONNA gives information on the occupied or available infrastructure capacity up to the time that the planning closes, which is 2 to 4 days before the traffic day. Also available is a standard interface with which all titleholders can establish connections with their systems for personnel, vehicle deployment or management information. **Treinnummerlijst (TNR)** Valid train numbers are managed through this application. TNR describes the train numbers that can be used on a specific date by a specific railway undertaking. Domestic train numbers are issued in series. TNR is continuously updated and contains no 'frozen' positions.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	**Submit capacity requests according to TSI TAF/TAP standard** • Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours **Order Portal, Mijn Treinen and Treinnummerlijst** • Availability of facility: 7 x 24 hours (subject to fixed maintenance periods).

Submitting or changing a capacity request and confirming departure as part of the train path service.		
		• Availability of service desk: 7 x 24 hours. **DONNA** • Availability of facility: 7 x 24 hours (subject to fixed maintenance periods). • Availability of helpdesk: during working days from 07:30 – 17:30 hrs.
3.1.2	Technical characteristics	**Submit capacity requests according to TSI TAF/TAP standard** Possibility to submit capacity requests according to the TSI TAF/TAP standard. **Order Portal** Access to the capacity requests option within the web-based application GMS[196], which runs on an Internet browser. **Mijn Treinen** Access to the Mijn Treinen option within the web-based application GMS, which runs on an Internet browser. **DONNA** An authorisation[197] (DONNA user account and a Citrix account, per user) providing access to the application, and use of the functionalities granted within the scope of the authorisation.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	The listed ICT and information services are provided from the train path service, see section 5.3.1. **Order Portal** A graduated scale is used for this service. If more accounts are purchased than provided for in the graduated scale, additional costs of € 1,397 per account will be charged.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	**Submit capacity requests according to TSI TAF/TAP standard** **Order Portal** and **Mijn Treinen** The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website. **DONNA** Any hardware and software modifications are for the user's account (e.g., installation of software for Citrix, Adobe Acrobat Reader, make own systems suitable for standard interface and/or increase hard disk capacity). Use of DONNA is subject to the procedures laid down by ProRail. Employees of a titleholder with an Access Agreement or Capacity Agreement will be granted an entry account to use DONNA on condition that the employee in question has successfully completed the VVRV exam. If this service is terminated, further consultation with ProRail is necessary to ensure that applications can be processed in a different manner. This is because of ProRail's staffing capacity.
5.2	Technical requirements made of railway vehicles	N/A

196 GMS is ProRail's Generic HMI (HMI = Human Machine Interface) System. This system forms a single portal for end users within which various functionalities focused on the operation (such as WLIS and the Order Portal) can be launched and handled.

197 An employee can on request be provided with a Cryptocard SoftGrid authentication for login in the ProRail network.

Submitting or changing a capacity request and confirming departure as part of the train path service.		
5.3	Independent use	N/A
5.4	IT systems	**Submit capacity requests according to TSI TAF/TAP standard** Communication exclusively takes place between the Common Interface of ProRail the Common Interface of the railway undertaking. **Order Portal, Mijn Treinen and Treinnummerlijst** The application can be accessed from any computer with a reasonably recent browser and an Internet connection, and for existing users it can also be via Logistics Portal --> Applications. **DONNA** The application is accessible from any computer with a Citrix Client, an Internet connection and Edge or Chrome as browser (DONNA may not work well with other browsers) and may also be accessible for existing users via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	**Submit capacity requests according to TSI TAF/TAP standard** Request via ICT and information services (informatiediensten@prorail.nl). **Order Portal, Mijn Treinen and Treinnummerlijst** If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator. If you have a ProRail account, you can apply for access to an application via IDM. **DONNA** New titleholder: via Account Management, accountmanagement@prorail.nl Existing titleholder: via the DONNA Service Organisation, DONNA@prorail.nl
6.2	Handling time	**Submit capacity requests according to TSI TAF/TAP standard** Requests will be processed within five working days. **Order Portal, Mijn Treinen and Treinnummerlijst** A maximum handling time of two weeks applies between the request for and granting of access to the application. **DONNA** *DONNA entry account:* Six weeks of training and after positive completion of the VVRV exam, a maximum processing time of five working days is set for application and access. *DONNA view account*: Training of one working day. After training, a maximum processing time of five working days is set for application and access to the application.
6.3	Information on capacity availability and TCRs	N/A

4.2 Description of ICT and information services for submitting and modifying a capacity request and confirming the departure of operators known to ProRail

Application Path Coordination System (PCS)
The Path Coordination System (PCS) application is supplied by RailNetEurope. For further information on this service, see the supplier's website http://pcs.rne.eu/ and/or the list of suppliers of rail-related services and service facilities known to ProRail on the ProRail website.

5 Description of ICT and information services related to shunting

5.1 Description of the ICT and information services related to shunting as part of the train path service

Shunting as part of the train path service		
1. General information		
1.1	Facility	The following ICT services are offered as part of the train path service for the benefit of shunting: LOA-Online and Wagon Load Information System (WLIS). The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and thus the aforementioned ICT and information services) are provided during the term of the Network Statement.
2. Function		
2.1	Description	The following ICT services are available for titleholders to submit and change a capacity request: **LOA-Online** LOA-Online is an order system with which railway undertakings request shunting routes and movements inspectors can assess them. This gives both the applicant and the assessor the opportunity to submit and assess requests uniformly. The assessor can also use this application to propose an alternative. This application cannot be used at Kijfhoek. For requests for shunting routes at Kijfhoek, contact traffic control (by phone). **WLIS** Wagon Load Information System (WLIS) consists of the WLIS applications and the WCM (WLIS Case Management) application. *WLIS applications*: In WLIS Departure compositions, railway undertakings can register the departure compositions of freight trains. Departure compositions are delivered via a legal European format, Train Composition Message (TCM). Railway undertakings can register the position of RID wagons on track numbers at marshalling yards in relation to other RID (and non-RID) wagons im WLIS track occupations and in the mobile web application. See also the 'Manual for supplying load specifications VL-PRC331' on the Logistics Portal. *WCM application:* In WCM, weekly inspection reports are shared with railway undertakings. The checks are carried out by ProRail's Incident Response Department. Railway undertakings can respond to this in the system. Railway undertakings are legally obliged to provide ProRail with real-time location data of wagons carrying RID goods. ProRail provides the ICT facility to railway undertakings to be able to deliver the data. ProRail also shares this data with the emergency services in the event of an incidents and with the Ministry of Infrastructure and Water Management in the context of the Basisnet spoor safety regulations.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). Availability of service desk: 7 x 24 hours WCM application: Supported only during office hours.
3.1.2	Technical characteristics	**LOA-Online**: Access by means of an Internet browser to LOA-Online, a web-based application. **WLIS applications**:

Shunting as part of the train path service		
		Access to the 'WLIS Departure compositions' and 'WLIS Track occupations' selection within the web-based application GMS.[198] For smartphones, there is a tailor-made web-based application of GMS for 'WLIS track occupations' specifically for train drivers. **WCM application:** Access to the web-based application WCM (WLIS Case Management) is provided by means of a web link.
3.1.3	Planned changes	No planned changes
4. User costs		
4.1	Information related to the track access charge	These ICT and information services are provided as part of the train path service, see section 5.3.1.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a reasonably recent browser and an Internet connection, and for existing users it can also be via Logistics Portal --> Applications.
6 Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator. If you have a ProRail account, you can apply for access to an application via IDM. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

5.2 Description of ICT and information services related to shunting as part of the stabling and shunting service

Shunting as part of the stabling and shunting service		
1. General information		
1.1	Facility	As part of the stabling and shunting service, ProRail offers the Kijfdis hump planning system for the use of the Kijfhoek shunting hump. The stabling and shunting service falls under Category 2 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The stabling and shunting service (and therefore Kijfdis) is offered during the term of the Network Statement.
2. Function		

[198] GMS is the Generic HMI (HMI = Human Machine Interface) System for the rail partners of ProRail. GMS is a portal that provides access to various operational functionalities.

Shunting as part of the stabling and shunting service		
2.1	Description	The following ICT service is available to titleholders to use the Kijfhoek shunting hump: Kijfdis is the planning and registration system for the shunting hump at Kijfhoek marshalling yard. The system provides the necessary link with the hump control system (MSR), offers support in the management of connections schedules, administers wagons on the tracks and provides the interface to WLIS. The application consists of the Kijfdis application itself and the interfaces between the system of the railway undertaking and Kijfdis (vice versa). *Kijfdis:* Kijfdis is the only system that allows data to be exchanged with the automated hump control system (MSR). The use of Kijfdis is therefore a prerequisite for carrying out the hump shunting process/using the shunting hump. Railway undertakings that carry out the hump shunting process (for themselves and/or for other railway undertakings) are the main users of the system and carry out most of the transactions. They get authorisations to create hump lists and have them handled through MSR. Railway undertakings that have the hump shunting process carried out by other railway undertakings are given read permission to monitor the progress of the operations. Wagon movements (via the shunting hump or via own shunting operations) are administered in Kijfdis and these movements are passed on to WLIS (provided the quality of the administration meets the requirements for this). *Interfaces between Kijfdis and railway undertaking systems (vice versa):* Railway undertakings that want to hump shunt wagons at Kijfhoek shall supply the data of their wagons to Kijfdis via a system-specific interface, which is based on the Hermes30 message. Kijfdis provides the composition of wagons on departure (after hump shunting) to the railway undertaking system via a system-specific interface. This interface is also based on the Hermes30 message. As a workaround there is an option to enter the data manually into Kijfdis and/or the own system. This task lies with the railway undertaking. Data from different transport operators are distinguished in the system so that it is clear which wagon belongs to which transport operator. Access to commercially relevant wagon data is protected from third parties.
3. Description of the facility		
3.1	Locations	The system only supports the hump shunting process at Kijfhoek.
3.1.1	Availability	Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). Availability of service desk: 7 x 24 hours
3.1.2	Technical characteristics	The system is accessible via a browser on the railway undertaking's own network.
3.1.3	Planned changes	N/A
4. User costs		
4.1	Information related to the track access charge	The fee for using the Kijfdis ICT service is included in the tariff for the atabling and shunting service, see section 7.3.5.2.1
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	1. Correctness of wagon and load data important for safety. a. The railway undertaking that provides the wagons for hump shunting is responsible for the accuracy of the data provided. b. The railway commissioning the hump shunting is able to adjust data, and is therefore responsible for adequate and careful management of the accuracy of this data. c. The railway undertaking that records the shunting operations is responsible for the correct administration of these wagon movements. 2. Railway undertakings performing the hump shunting (for own trains or for other railway undertakings) have access to some of the wagon and load data of all railway

Shunting as part of the stabling and shunting service		
		undertakings using the system. This data can only be partially shielded for reasons of process safety.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	The railway undertaking works independently in the system, within the guidelines applicable to system use. The railway undertaking itself is responsible for supervising the work that its own employees perform in the system. For example, the system allows the modification of wagon and load data, under the responsibility of the railway undertaking. The railway undertaking itself provides first-line support for its own users by appointing core users. These core users are the point of contact within their own organisation for the use of the functionalities and identification of functional problems and requirements. ProRail only provides second-line functional support. The core users participate in central consultation on desired system adaptations and the testing of new system versions. ProRail provides system training and training documentation for end users and core users. Extension of system training to process training is the task and responsibility of the railway undertaking.
5.4	IT systems	Workstation on own network with a modern web browser.
6. Capacity request		
6.1	Access request	Via ProRail Account Management (accountmanagement@prorail.nl).
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

5.3 Description of ICT and information services for shunting falling under ancillary services

Shunting as ancillary service		
1. General information		
1.1	Facility	The following application is available as an ancillary ICT service (provision of additional information) for the purpose of shunting: Spoorbezettingsplan. This information is service falls under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	The following ancillary ICT service is available to railway undertakings for the purpose of shunting: **Spoorbezettingsplan** This application provides a real-time overview of the track occupation of marshalling yards, as well as the planning for the next sixteen hours. In addition, Spoorbezettingsplan provides an overview of the characteristics of the tracks of those marshalling yards, such as length and type of track. For now, the marshalling yards are limited to the Betuweroute, Havenspoorlijn Rotterdam and Amsterdam Westhaven.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours.
3.1.2	Technical characteristics	**Spoorbezettingsplan:** Spoorbezettingsplan is part of GMS and can be accessed via this portal.
3.1.3	Planned changes	At a later stage, other marshalling yards will also become available in Spoorbezettingsplan.

Shunting as ancillary service		
4. User costs		
4.1	Information related to the track access charge	There is no charge for using this ICT service in 2025.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The application can be accessed from any computer with a reasonably recent browser and an Internet connection, and for existing users it can also be via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

6 Description of ICT and information services for information on and coordination of capacity for works

6.1 Description of the ICT and information services for information on and coordination of capacity for works as part of the train path service

Information on and coordination of capacity for works as part of the train path service		
1. General information		
1.1	Facility	As part of the train path service, the ICT and information services Btd-Planner, 'Btd-planner Reporting', TCR map and TCR files are provided, services that allow information on coordinating on capacity for works. The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and thus the aforementioned ICT and information services) are provided during the term of the Network Statement.
2. Function		
2.1	Description	The following ICT and information services are available to titleholders to obtain information on and/or coordinate capacity for works: **Btd-planner**: In this application, the coordination with the parties (contractors/railway undertakings/ProRail) takes place with regard to both incidental TCRs and volume TCRs (weekly TCRs) in the context of the application and allocation process. The BTD-planner also provides all relevant information on the status of both weekly and incidental TCRs. This application can only be used by representatives of the parties that play an active role in the creation of the capacity allocation for management in this process.

Information on and coordination of capacity for works as part of the train path service		
		Btd-planner report: Btd-planner report: this application reflects the data recorded in Btd-planner and allows users to obtain overviews, both for incidental TCRs and volume TCRs (weekly TCRs) for management. **TCR map:** Geographical representation of all planned TCRs in the Netherlands. This application should only be used as a tool, the information from Btd-planner or Btd-planner Reporting is leading. **TCR files:** Recording of agreements and thereby communicating ProRail's planned reduced availability of railway infrastructure if necessary for short-term (< 36 hours) repair works on the railway infrastructure.
3. Description of the service		
3.1	Locations	N/A
3.1.1	Availability	• Availability of facility: 7 x 24 hours (subject to fixed maintenance periods). • Availability of service desk: - Btd-planner and TCR files: 7 x 24 hours. - Btd-planner Report & TCR map: 5 x 10 hours (during office hours)
3.1.2	Technical characteristics	All the above applications can be accessed via an external ProRail account. Access to TCR files is via the web-based application GMS, which runs in an web browser.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	All mentioned applications are provided from the train path service, see section 5.3.1.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	To use the Btd-planner, one day's training is required. The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	All the above applications are accessible from any computer with a Windows OS, recent browser Chrome or Edge and an Internet connection. The application can also be accessed by existing users via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your company is not yet a client of ProRail, you can click here for further information on the request procedure. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

7 Description of the ICT and information services related to communication

7.1 Description of the ICT and information services related to communication as part of the train path service

Communication, part of the train path service		
1. General information		
1.1	Facility	As part of the train path service, ProRail provides the ICT service 'GSM-R Voice Rail Safety' that facilitates communication between the train driver and traffic control. The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and therefore the GSM-R Voice Rail Safety service) is offered during the term of the Network Statement.
2. Function		
2.1	Description	GSM-R Voice Rail Safety is the radio communication system for the purpose of railway safety and offers the following features: • Conversations between traffic control and drivers on the basis of train number. • Receipt by drivers of general calls by traffic control. • Sending of alarm calls by drivers to traffic control and vice versa. All conversations are recorded for safety purposes. A GSM-R connection also allows for use of foreign GSM-R networks. Railway undertakings with foreign GSM-R SIM cards can also make use of the ProRail GSM-R network.
3. Description of the service		
3.1	Locations	N/A
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours.
3.1.2	Technical characteristics	A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	All mentioned applications are provided from the train path service, see section 5.3.1.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	ProRail reserves the right to set off external costs in case of misuse of the GSM-R service. The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website. The communication between driver and movements inspector is recorded. These audio recordings are used in case of an incident, accident or dangerous situation, but also for e.g. training purposes and improving operating processes. For further information, see ProRail's privacy statement at www.prorail.nl Railway undertakings are obliged to inform their drivers that recordings are made.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A

Communication, part of the train path service		
5.4	IT systems	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. Type-approved equipment must be used.
6. Capacity request		
6.1	Access request	SIM card request via ICTand information services (informatiediensten@prorail.nl).
6.2	Handling time	A maximum handling time of two weeks has been set between the request for and delivery of the GSM-R SIM card.
6.3	Information on capacity availability and TCRs	N/A

7.2 Description of ICT and information services related to communication falling under ancillary services

Communication falling under ancillary services		
1. General information		
1.1	Facility	The following ICT and information services are available as ancillary services (provision of additional information) for communication: 'GSM-R Handhelds' and 'GSM-R Other rail-related voice and data'. These services fall under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The said ICT and information services are provided during the term of the Network Statement.
2. Function		
2.1	Description	The following ancillary ICT and information services are available to railway undertakings for the purpose of communication: **GSM-R Handhelds** Operational voice communication (point-to-point and group communication via handhelds at marshalling yards or in tunnels). The Voice Rail Safety service is also supported within GSM-R Handhelds. **GSM-R Other rail-related voice and data** Operational voice communication (point-to-point via handhelds at marshalling yards or tunnels) and data communication (text, circuit switched or packet switched for telemetry applications).
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	N/A
3.1.2	Technical characteristics	A SIM card is required for connection to the ProRail GSM-R network. ProRail makes SIM cards available.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	On request, depending on specific wishes (see section 5.5.1).
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The railway undertaking requires appropriate equipment and a SIM card connection to the GSM-R network. Type-approved equipment must be used.
6. Capacity request		

Communication falling under ancillary services		
6.1	Access request	Via ICT and information services (informatiediensten@prorail.nl).
6.2	Handling time	Two weeks for delivery of the GSM-R SIM card. Depending on the complexity of the request, the delivery time is a maximum of three months.

8 Description of the ICT and information services for Viewing and coordinating incidents and contingencies

8.1 Description of the ICT and information services for Viewing and coordinating incidents and contingencies as part of the train path service

Viewing and coordinating incidents and contingencies as part of the train path service		
1. General information		
1.1	Facility	As part of the train path service, the ICT service SpoorWeb is offered for information on coordinating incidents and contingencies. The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and thus SpoorWeb) is offered during the term of the Network Statement.
2. Function		
2.1	Description	In the event of disruptions, ProRail and the railway undertakings shall communicate via the SpoorWeb application about the handling of the disruption. Other affected parties, including contractors and public emergency services, are also informed by ProRail from SpoorWeb. This provides all parties involved with central access to all important information on a disruption, such as the affected railway infrastructure, the anticipated end time as well as information on cancelled and diverted trains. The user type (view/change) can be set per employee, according to the client's specifications.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours.
3.1.2	Technical characteristics	Access to the web-based SpoorWeb application, which runs within a browser guaranteed by ProRail.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	This application is provided as part of the train path service, see section 5.3.1. A graduated scale is used for this application. If more accounts are purchased than provided for in the graduated scale, additional costs of € 3,530 per account will be charged.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A

Viewing and coordinating incidents and contingencies as part of the train path service		
5.4	IT systems	The application is available from any computer with Chrome as the browser and an Internet connection, and for existing users it can also be accessed via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

5.4	IT systems	The application is available from any computer with Chrome as the browser and an Internet connection, and for existing users it can also be accessed via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

8.2 Description of ICT and information services related to incidents and contingencies falling under ancillary services

Information on incidents and contingencies falling under ancillary services		
1. General information		
1.1	Facility	The ancillary services (provision of additional information) include the provision of information on incidents and contingencies through the information service: 'Provision of tailor-made incident data'. This service falls under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	Provision of tailor-made incident data (on condition that the data are available in SpoorWeb). These data can be read into own applications or used for analysis purposes. The following data streams are delivered: • Current Standard ObstructionMeasures (including image) • Data related to an undesired event, limited to a specific titleholder
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Standard Obstruction Measures, daily file delivery (1x per day).

Information on incidents and contingencies falling under ancillary services		
		Other data streams on a 7 x 24 hour basis. Ancillary management services: during office hours.
3.1.2	Technical characteristics	Standard Obstruction Measures are delivered as one or more data files (XML file). Other data is accessed via a direct data link.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	There are no additional costs associated with its use. However, the set-up costs (€3,000) are charged per data stream purchased.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	No specific conditions
6. Capacity request		
6.1	Access request	Via ICT and information services (informatiediensten@prorail.nl).
6.2	Handling time	Requests will be processed within ten working days.
6.3	Information on capacity availability and TCRs	N/A

8.3 Description of publication systems for information on incidents and contingencies

Description of publication systems for information on incidents and contingencies		
1. General information		
1.1	Facility	Information on incidents and contingencies can be obtained through the ICDOC publication system. ICDOC is the railway incidents and contingencies platform. The platform was developed for and by the OCCR and can be used by employees of ProRail and railway undertakings.
1.2	Service provider	ProRail
1.3	Term of validity	Access to this portal is offered during the term of the Network Statement.
2. Function		
2.1	Description	The platform contains information regarding the handling of incidents and contingencies by the above parties, such as handling scenarios, travel guidance, on-call duty information and seasonal measures. The ICDOC also contains updates (including disruptions and works) and the OCCR contact details.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: during working days from 08:00 – 17:00 hrs.
3.1.2	Technical characteristics	ICDOC can be accessed by using a modern web browser.
3.1.3	Planned changes	N/A
4. User costs		
4.1	Information related to the track access charge	There are no additional costs associated with its use.
4.2	Information relating to the discount on the track access charge	N/A

Description of publication systems for information on incidents and contingencies		
5. User conditions		
5.1	Legal requirements	N/A
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	Workstation with a modern web browser.
6. Capacity request		
6.1	Access request	Access to ICDOC is available via Logistics Portal -> Applications. ICDOC is accessible to all ProRail employees and railway undertakings. Access to specific areas on ICDOC can be requested by using the Reports and requests link (Meldingen en aanvragen) on the homepage.
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

9 Description of ICT and information services for intervention purposes

9.1 Description of ICT and information services for intervention purposes as part of the train path service

Information for intervention purposes, part of the train path service		
1. General information		
1.1	Facility	As part of the train path service, real-time information on train movements, rolling stock and personnel is provided for intervention purposes. This takes place through the publication of 'Provision of planning and performance information according to TSI TAF/TAP standard' and the SpoorViewer application. The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and therefore also the publication of planning and implementation information according to TSI TAF/TAP standard and SpoorViewer) is offered during the term of the Network Statement.
2. Function		
2.1	Description	The following ICT services are available to railway undertakings: 1) **Provision of planning and performance information according to TSI TAF/TAP standard**[199] The provision of performance information on the basis of the TSI TAF/TAP messages: - The 'Train Running forecast' message (in accordance with section 4.2.4.3 TSI TAF). - The 'Train Running information' message (in accordance with section 4.2.4.2 TSI TAF). - The 'Train Running Interruption' message (in accordance with section 4.2.5.2 TSI TAF). ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages.

[199] This information is also provided to tour operators and ticket sellers in accordance with Article 10 of European Regulation 2021/782.

Information for intervention purposes, part of the train path service		
		The messages are provided to titleholders on the basis of the Operational Train Number and will in time be replaced with the Train_ID. 2) **SpoorViewer**[200] SpoorViewer provides real-time information on train movements and infrastructure conditions in the Netherlands. SpoorViewer also makes deviations in the planning visible, provides information on all traffic and can zoom in on regional and route section level.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	• Availability: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours.
3.1.2	Technical characteristics	**Provision of planning and performance information according to TSI TAF/TAP standard** ProRail receives and sends the messages via the Common Interface and uses the Common Reference Data (Location Codes and Company Codes) in the messages. **SpoorViewer** This is a web application and is accessed by using a modern web browser. SpoorViewer is only available on a personal account basis.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	These ICT services are provided as part of the train path service, see section 5.3.1. A graduated scale is used for SpoorViewer. If more accounts are purchased than provided for in the graduated scale, additional costs of € 129 per account will be charged.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	**Provision of planning and performance information according to TSI TAF/TAP standard** Communication exclusively takes place between the Common Interface of ProRail the Common Interface of the railway undertaking. **SpoorViewer** The application can be accessed from any computer with a reasonably recent browser and an Internet connection, and for existing users it can also be via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	**Provision of planning and performance information according to TSI TAF/TAP standard** via ICT and information services (informatiediensten@prorail.nl). **SpoorViewer** If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator.

[200] Based on information displayed in SpoorViewer, no actions may be taken that endanger the safety of people, animals and/or resources.

Information for intervention purposes, part of the train path service		
		If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	**Provision of planning and performance information according to TSI TAF/TAP standard** Requests will be processed within five working days. **SpoorViewer** A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

9.2 Description of ICT and information services for intervention purposes falling under ancillary services

Information for intervention purposes, falling under ancillary services		
1. General information		
1.1	Facility	As an ancillary service, real-time information on train movements, rolling stock and personnel is provided for intervention purposes. This is done through the following applications and publications: The application MeekijkVOS, the application Punctuality map, the publication 'Provision of planning and performance information according to the NL standard' and the publication 'Provision of rolling stock and train positioning service'. These services fall under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The services are offered during the term of the Network Statement.
2. Function		
2.1	Description	The following ancillary ICT and information services are available to railway undertakings to obtain information for intervention purposes: **MeekijkVOS:** This information provides real-time information on train movements of railway undertakings in the Netherlands using a view function in the traffic control system of ProRail by means of the VOS application. **Punctuality map:** This information service provides real-time graphical information on the punctuality of passenger train services. **Provision of planning and performance information according to the NL standard** Provision of real-time traffic plan data, related changes to the train service and performance information. The message flow provides the user with a direct view of operations. **Provision of rolling stock and train positioning service:** The provision of real-time data on train positions on the basis of train detection systems. The GPS positions provided by the railway undertaking are enriched with track data and the resulting train and rolling stock positions are made available. In addition to the railway undertaking's own use for accurate tracking and tracing of its rolling stock, the data is also incorporated into SpoorWeb, creating benefits for the railway undertaking in the form of professionalisation of its incident handling. The ability to determine exact locations means that all parties involved can act more quickly in the event of an incident, thereby limiting (environmental) damage and injury, and possibly even saving lives.
3. Description of the facility		
3.1	Locations	N/A

Information for intervention purposes, falling under ancillary services		
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours.
3.1.2	Technical characteristics	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	The use of these ICT and information services are subject to a charge: • MeekijkVOS: € 2,287 per account • Punctuality map: None • Provisional planning and performance information (NL): € 4,932 per connection (this concerns the track access charge, the implementation concerns customisation for which a price proposal will be made on request) • Provision of rolling stock and train positioning service: no costs
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	**MeekijkVOS, Provision of planning and performance information according to the NL standard and Provision of rolling stock and train positioning service** The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website. **Punctuality map:** The formal punctuality score per railway undertaking is determined by the ProRail Performance Analysis Bureau (PAB), the data shown in the map should not be used as a substitute for the PAB reports.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	**MeekijkVOS** The application is accessible from every computer with a browser and an Internet connection. Access to the MeekijkVOS application is provided via a Citrix account, after which the VOS viewing screens can be started with a VOS viewing account. **Punctuality map:** The application is accessible from every computer with a recent browser and an Internet connection. The application can also be accessed by existing users via Logistics Portal --> Applications. **Provision of planning and performance information according to the NL standard** Provision takes place via a direct link. **Provision of rolling stock and train positioning service:** Data is provided via the Internet (https server in combination with certificates).
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator. If you have a ProRail account, you can apply for access to an application via IDM. The punctuality map can be accessed directly via 'Logistics Portal -> Applications'. The publications '**Provision of planning and performance information (NL)**' and/or '**Provision of rolling stock and team position service**' can be requested via ICT and information services (informatiediensten@prorail.nl).

Information for intervention purposes, falling under ancillary services		
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to **MeekijkVOS**. **Punctuality map**: Available immediately. Applications for the publications '**Provision of planning and performance information according to the Dutch standard**' and '**Provision of rolling stock and team position service**' will be processed within five working days.
6.3	Information on capacity availability and TCRs	N/A

9.3 Description of ICT and information services for the purpose of adjustment, provided by operators known to ProRail

9.3.1 Train Information System (TIS)

The Train Information System (TIS) application provides real-time information on movements of international passenger trains and national and international freight trains and is provided by RailNetEurope. For further information on this service, see the supplier's website http://tis.rne.eu/ and/or the overview of suppliers of rail-related services and service facilities known to ProRail on the ProRail website.

8.3.2 NDOV desk

The National Data OV desk is the source for the provision of planned and real-time travel information (from railway undertakings involved in passenger transport), fares, public transport zones and stop accessibility. Through this desk, travel information in the Netherlands is made available as open data with CC0 status. For further information on this service, see the supplier's website https://ndovloket.nl/ and/or the overview of suppliers of rail-related services and service facilities known to ProRail on the ProRail website.

10 Description of the ICT and information services related to the delivered train service performance

10.1 Description of the ICT and information services related to the delivered train service performance as part of the train path service

Information about the delivered performance as part of the train path service		
1. General information		
1.1	Facility	As part of the train path service, information on the delivered train service performance can be obtained through the information service 'Standard reporting and data delivery on train service performance'. The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and thus the information on the performance delivered) is offered during the term of the Network Statement.
2. Function		
2.1	Description	The information system 'Standard reports and provision of data on train service performance' consists of: - Standard traffic performance report: report on the various performances of the own train service whereby a choice can be made in terms of product options, delivery frequency and variation (detailing and aggregation level of data), see the table below for a more detailed explanation.

Information about the delivered performance as part of the train path service		
		- Standard monitoring report: a daily standard report with clarifiable deviations of the own train service (registered by ProRail), classified according to cause and delay jumps, including safety incidents and related data. - Standard provision of traffic performance data: provision of measurement data of the performance of the own train service. The report and data concern the main railway network managed by ProRail, excluding the locally controlled areas.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	Depending on the agreed frequency.
3.1.2	Technical characteristics	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the track access charge	This application is provided as part of the train path service, see section 5.3.1.
4.2	Information relating to the discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	The information products are delivered to a standard email address specified by the railway undertaking. From this email address, the authorised customer can distribute the products within his own organisation.
6. Capacity request		
6.1	Access request	Via the Performance Analysis Office (PAB@prorail.nl).
6.2	Handling time	Requests will be processed within five working days.
6.3	Information on capacity availability and TCRs	N/A

Detailed explanation of the standard report on the train service performance			
Products	**Explanation**	**Frequency**	**Range**
Monitoring train deviations	Causes and scale of delay jumps, safety incidents and related data	day/week/month/quarter/ year	train series/timetable point/network
Detailed activities	Planning and realisation times at train number level.	day	train number/activity/timetable point
Delays	Arrival and departure activities at timetable points per train number in the event that the norm time specified by the client is exceeded.	day/week	train number/activity/timetable point
Delay counts	Number of arrival and departure delays at a timetable point in a period.	Week/month/quarter/year	train number/activity/timetable point
Punctuality	Arrival and departure activities at timetable points per train series within a norm time specified by the client.	day/week/month/quarter/ year	series/activity/timetable point
Connections	Transfer possibilities within a specified transfer standard as given by the railway undertaking.	day/week/month/quarter/ year	train number/series/connecting station

Detailed explanation of the standard report on the train service performance			
Products	**Explanation**	**Frequency**	**Range**
Cancellation	Information on non-realised train arrivals for which no replacement train was inserted	day/week/month/quarter/ year	train number/train series/activity/timetable point
Orders	Requests for train activities submitted by railway undertakings.	day/week/month	railway undertaking / network
Tonnages	Tonnages per train whereby a distinction is made between whether the tonnage has been measured or use has been made of the standard weights table	day/week/month	railway undertaking / train number
Train kilometres	Number of run km per train	day / week / month	railway undertaking / train number
Parking	Duration of the parking of freight trains at marshalling yards	day/week/month	railway undertaking / train number

10.2 Description of ICT and information services information on and coordination of delivered performance as part of the train path service

Information on and coordination of delivered performance as part of the train path service		
1. General information		
1.1	Facility	Included as part of the train path service is the Monitoring-Approval information service, which allows the provision of information on delivered performance and further coordination thereof. The train path service falling under Category 1 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The train path service (and thus Monitoring-Approval) is offered during the term of the Network Statement.
2. Function		
2.1	Description	Monitoring-Approval enables railway undertakings to actively accept or reject the causes of train deviations (in the Monitoring System) assigned to railway undertakings. By doing so, the railway undertaking contributes to the quality of the data and the monitoring process. The data provided by this application can also be used to analyse the own process.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours.
3.1.2	Technical characteristics	N/A
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	This application is provided as part of the train path service, see section 5.3.1. A graduated scale is used for this service. If more accounts are purchased than provided for in the graduated scale, additional costs of € 995 per account will be charged.
4.2	Information relating to the discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A

Information on and coordination of delivered performance as part of the train path service		
5.3	Independent use	N/A
5.4	IT systems	The application is accessible from every computer with a browser and an Internet connection. Access to the Monitoring-Approval application on the ProRail network is provided via a Citrix account. The application can also be accessed by existing users via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	Via ICT and information services (informatiediensten@prorail.nl).
6.2	Handling time	A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

10.3 Description of ICT and information services for information on the delivered performance falling under ancillary services

Information on the delivered performance as ancillary services		
1. General information		
1.1	Facility	As ancillary services (provision of additional information), information on the delivered performance can be obtained by means of the ICT and information services: 'Tailor-made reports, provision of data and analyses for information on train service performance', TOON and Sherlock These ICT and information services fall under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The said ICT and information services are provided during the term of the Network Statement.
2. Function		
2.1	Description	The following ancillary ICT and information services are available to titleholders to obtain information on the delivered performance: **Tailor-made reports, provision of data and analyses for information on train service performance:** - Tailor-made reports: tailor-made reports in line with client requirements on the traffic performance of the own train service (punctuality, connections, cancellation and registered causes of delays). The tailor-made report can include comparisons in terms of location and time, for example. - Tailor-made provision of data: receipt of tailor-made data on the performance of the own train service. - Tailor-made analyses: receipt of analyses on the own train service, establishing a relationship between the causes and consequences of traffic performance, punctuality and connections, along with an explanation thereof. **TOON:** This application makes it possible to review realised train movements in relation to the actual infrastructure situation (signal aspect, switch position, route) at a certain point in time at a certain location. **Sherlock:** This application enables further analysis of train performance. The tool collect realisation data from various sources terms and combines these wherever possible. Sherlock includes data on punctuality, train characteristics, rail use, signal passages and intervention measures. Various algorithms serve to enrich the data and provide clarification wherever possible. This helps users to gain an integral view of the (train) performance. Sherlock undergoes continuous development and no guarantee can be given as regards the completeness, availability and reproducibility of the incorporated data.

Information on the delivered performance as ancillary services		
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	**Tailor-made reports, provision of data and analyses for information on train service performance**: On request. **TOON** and **Sherlock:** Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). Availability of service desk: working days between 08.00 and 18.00 hrs.
3.1.2	Technical characteristics	Access to the Sherlock application is provided via an external ProRail account.
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	**Tailor-made reports, provision of data and analyses for information on train service performance and Sherlock:** On request, depending on specific wishes. **TOON:** The use of this service is subject to a charge of € 439 per account.
4.2	Information relating to the discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	**Tailor-made reports, provision of data and analyses for information on train service performance:** The information products are delivered to a standard email address specified by the railway undertaking. From this email address, the authorised customer can distribute the products within his own organisation. **TOON** and **Sherlock:** The application can be accessed from any computer with a reasonably recent browser and an Internet connection, and for existing users it can also be via Logistics Portal --> Applications.
6. Capacity request		
6.1	Access request	**Tailor-made reports, provision of data and analyses for information on train service performance:** Via ICT and information services (informatiediensten@prorail.nl). **TOON and Sherlock:** If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your railway undertaking is already a client of ProRail, but you do not yet have an account, request one via your administrator. If you have a ProRail account, you can apply for access to an application via IDM.
6.2	Handling time	**Tailor-made reports, provision of data and analyses for information on train service performance:** Requests will be processed within ten working days. **TOON** and **Sherlock**: A maximum handling time of two weeks applies between the request for and granting of access to the application.
6.3	Information on capacity availability and TCRs	N/A

11 Description of ICT and information services for information on railway vehicles

11.1 Description of ICT and information services for information on railway vehicles falling under ancillary services

Information on railway vehicles falling under ancillary services		
1. General information		
1.1	Facility	As an ancillary service (provision of additional information), information about the railway vehicles can be obtained through the information service: Provision of various monitoring data from WILD (Wheel Impact Load Detection) and Hotbox detection. This information is service falls under Category 4 of Annex II to Directive 2012/34/EU.
1.2	Service provider	ProRail
1.3	Term of validity	The service is offered during the term of the Network Statement.
2. Function		
2.1	Description	The following ancillary information service is available to titleholders to obtain information on railway vehicles: **Delivery of various monitoring data from WILD (Wheel Impact Load Detection) and Hotbox Detection.** The system is available in three variants: • Provision of high values. Via an email message with Excel file. The data is available at soonest one day after measurement and at latest 5 days after measurement. • Provision of all measurement data. Via a subscription to a FTP server where the raw measurement data is prepared in XML format. This applies to railway vehicles equipped with RFID tags. For railway vehicles equipped with RFID tags, the data are available within minutes. In case of railway vehicles without tags, the data is available at soonest one day after measurement and at latest 5 days after measurement. • Tailor-made reports. Delivery depends on wishes. More product information on WILD is available at materieelimpact@prorail.nl. The measurement data refer to the forces and temperatures of wheels and axles. The railway undertaking can use this data for preventive maintenance of its railway vehicles and for steering and controlling its operating processes. For more information, see also section 7.3.7.1.
3. Description of the facility		
3.1	Locations	Measurements are taken at 45 WILD and 34 Hotbox locations.
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: 7 x 24 hours.
3.1.2	Technical characteristics	a) Provision of high values list A daily list of trains of the relevant railway undertaking that have been measured with higher wheel and axle load and temperature values. The list provides the train number, location and time of the measurement, the axle number, side of the wheel (left or right), the measured speed and the measured values. This variant is offered actively and free of charge to railway undertakings. b) Provision of all measurement data An overview (daily or nearly real time) of all measurement data of trains of the relevant the railway undertaking. This includes the following information: 1. Peak force 2. Axle load 3. Skew load

Information on railway vehicles falling under ancillary services		
		4. Train weight 5. Train speed 6. Temperature of the running surface of the wheels and axle boxes c) Tailor-made reports
3.1.3	Planned changes	There are no planned changes.
4. User costs		
4.1	Information related to the user charge	On request, depending on specific wishes.
4.2	Information relating to the discount on the user charge	N/A
5. User conditions		
5.1	Legal requirements	The access and service level agreements are part of the Access Agreement, the model of which can be found on the ProRail website.
5.2	Technical requirements made of railway vehicles	N/A
5.3	Independent use	N/A
5.4	IT systems	N/A
6. Capacity request		
6.1	Access request	ProRail – request of reports and data via ICT and information services (informatiediensten@prorail.nl).
6.2	Handling time	The handling time between the request for and granting of access to the application is: a) Within one month after request b) Two to three months after request c) Depending on requirements
6.3	Information on capacity availability and TCRs	N/A

11.2 Description of ICT and information services for railway vehicle information provided by operators known to ProRail

11.2.1 European Register of Authorised Types of Vehicles (ERATV)

The European Register of Authorised Types of Vehicles (ERATV) is published by the European Union Agency for Railways (ERA). For more information about ERATV, see the website of the ERA https://eratv.era.europa.eu/eratv/ and/or the list of suppliers of rail-related services and service facilities known to ProRail on the ProRail website.

12 Description of ICT and information services relating to Network Statements and Corridor Information Documents

12.1 Description of ICT and information services relating to Network Statements and Corridor Information Documents of other operators known to ProRail

12.1.1 Network and Corridor Information (NCI) Platform

The Network and Corridor Information (NCI) Platform is offered by RailNetEurope. For more information about the Network and Corridor Information portal, see the website of RNE https://info-cip.rne.eu/ and/or the list of suppliers of rail-related services and service facilities known to ProRail on the ProRail website.

13 General

13.1 Description of the publication system Logistics Portal

Logistics Portal		
1. General information		
1.1	Facility	The Logistics Portal is a portal on which operational regulations and other documentation relevant to titleholders is published.
1.2	Service provider	ProRail
1.3	Term of validity	Access to the Logistics Portal is offered during the term of the Network Statement.
2. Function		
2.1	Description	The Logistics Portal contains information on, among other things: • Operational matters (such as user manuals, contingency plans and local particulars at marshalling yards). • The infrastructure (such as facilities and locations of repair tracks and for emergency repairs). • Environmental matters (such as environmental permits and the Environmental Checklist). • The capacity allocation. • Extraordinary Transport and TCRs. See Appendix 6 for a complete overview of documents related to the Network Statement available on the Logistics Portal. In addition, the titleholder with an Access or Capacity Agreement has its own page on the Logistics Portal on which its agreements and invoice specifications are published.
3. Description of the facility		
3.1	Locations	N/A
3.1.1	Availability	• Availability of application: 7 x 24 hours (subject to fixed times for maintenance to be determined). • Availability of service desk: during working days from 08:00 – 17:00 hrs.
3.1.2	Technical characteristics	The Logistics Portal is a dedicated Microsoft SharePoint environment that is accessed by using a modern web browser.
3.1.3	Planned changes	N/A
4. User costs		
4.1	Information related to the track access charge	There are no additional costs associated with its use.
4.2	Information relating to the discount on the track access charge	N/A
5. User conditions		
5.1	Legal requirements	N/A
5.2	Technical requirements made of rolling stock	N/A
5.3	Independent use	N/A
5.4	IT systems	As the Logistics Portal is hosted in the Microsoft Cloud, the following are required to use this portal: • A workstation with a modern web browser. • Accepting the Microsoft B2B collaboration.
6. Capacity request		
6.1	Access request	If you want to use ProRail applications, you need a ProRail account as a client of ProRail: • If your railway undertaking is not yet a client of ProRail, click here for further information on the request procedure. • If your company is already a client of ProRail, but you do not yet have an account, request one via your company administrator. If you have a ProRail account, you can apply for access to an application via IDM.

Logistics Portal		
6.2	Handling time	The maximum handling time for a request for access to the Logistics Portal is two weeks.
6.3	Information on capacity availability and TCRs	N/A

Appendix 24 Conditions for use of the tractive power supply system (sections 5.3.3 and 5.4.1)

The use of the tractive power supply system forms part of the basic access package. This appendix comprises the terms of delivery for the use of the tractive power supply system.

The railway undertaking will in the Access Agreement decide whether or not to use the tractive power supply system, whereby a distinction is made between the Combined Network and the Betuweroute.

Use of the tractive power supply system of the Combined Network
The railway undertaking wishing to use the tractive power supply system is required before contracting the basic access package to provide ProRail:

- With a statement in accordance with the model statement for 'Consumption and Purchase of Electric Tractive Power' (see the VIVENS website), which reflects that the railway undertaking has concluded an agreement with at least one power supplier and has fulfilled all relevant contractual obligations.
- A forecast of the consumption of electric tractive power during the coming 5 years, with a distinction according to consumption on the 1500V DC network and the 25kV AC network.

Use of the tractive power supply system of the Betuweroute and the Zevenaar – Zevenaar Grens route section.
The railway undertaking wishing to use the tractive power supply system is required before contracting the basic access package:

- to inform ProRail of its supplier of electric tractive power;
- the following forecasts of the consumption of electric tractive power:
  - for the next seven years, with an annual forecast, by 15 October of each year;
  - for the coming year, with a quarterly forecast, by 15 October of each year;
  - for the coming calendar year, as accurately as possible, before 15 December;
- the realised consumption of tractive power on the Betuweroute during the past calendar year, accompanied by an approved auditor's statement, annually by 1 April at the latest.

If the railway undertaking is a member of the CIEBR purchasing organisation, CIEBR can submit the aforementioned specifications to ProRail on behalf of the railway undertaking. The railway undertaking will appoint a programme officer with full authority as referred to in the ACM System Code. The programme officer will accept full programme responsibility for the connections to the electric tractive power system, including the consequences of imbalance, and indemnify ProRail against all claims concerning the programme responsibility for the connections of the electric tractive power system. ProRail prefers that the railway undertakings using electric tractive power on the Betuweroute jointly appoint one programme officer.

Free choice of tractive power supplier
Based on European electricity legislation, enshrined in the Energy Act, a free choice of electricity supplier applies. ProRail will facilitate free choice of supplier for railway undertakings on its traction network for trains with a validated meter. The commencement date is not yet known (but it will probably only be with effect from 2028). Up to now, electricity on the ProRail traction network has been purchased jointly by the railway undertakings through the VIVENS and CIEBR cooperatives. These electricity contracts run until 1 January 2025. VIVENS and CIEBR jointly conclude a new collective contract with a three-year term and an option for two one-year extensions until free choice of suppliers is actually possible.

Advance payments and factual charge
ProRail will charge a monthly advance to the railway undertakings using electric tractive power. ProRail determines the amount of this advance as a pro rata share, based on the information at its disposal.
ProRail calculate the factual charge for the service in the relevant calendar year and, following expiry of the calendar year, settles this against the paid advances. This takes place as soon as all railway undertakings using electric tractive power have provided a consumption statement (as referred to under the fifth bullet).

Information exchange:
The railway undertaking will, on request, provide ProRail with copies of delivery invoices and cooperate in the annual audit of consumption data by an independent party.
ProRail will on request provide CIEBR with information on the use of the railway infrastructure by railway undertakings that are members of CIEBR with a view to determining the consumption of electric tractive power per railway undertaking, on condition that the relevant railway undertaking grants permission for the provision of this data in the sense of Article 6 General Terms & Conditions to the Access Agreement. ProRail obliges CIEBR to respect confidentiality and to only use the information for the purpose for which it was provided.
The railway undertaking shall provide ProRail with data per type of electric railway vehicle as described in item 2.2 of Appendix 8.

Appendix 25 Stations (sections 5.3.2 and 7.3.2)

The table below offers an alphabetical list of the available stations, with a classification into one of the station categories 'cathedral', 'mega', 'plus', 'basic' or 'stop' for the purpose of determining the charge. Any newly opened stations not included in the list below are classified as 'basic'.

Name of the station	Station class
Aalten	basic
Abcoude	basic
Akkrum	stop
Alkmaar	plus
Alkmaar Noord	basic
Almelo	plus
Almelo de Riet	basic
Almere Buiten	basic
Almere Centrum	mega
Almere Muziekwijk	basic
Almere Oostvaarders	basic
Almere Parkwijk	basic
Almere Poort	basic
Alphen aan den Rijn	plus
Amersfoort Centraal	mega
Amersfoort Schothorst	basic
Amersfoort Vathorst	basic
Amsterdam Amstel	mega
Amsterdam Arena	stop
Amsterdam Bijlmer ArenA	mega
Amsterdam Centraal	cathedral
Amsterdam Holendrecht	basic
Amsterdam Lelylaan	plus
Amsterdam Muiderpoort	plus
Amsterdam Rai	basic
Amsterdam Science Park	basic
Amsterdam Sloterdijk	mega
Amsterdam Zuid	mega
Anna Paulowna	basic
Apeldoorn	plus
Apeldoorn De Maten	stop
Apeldoorn Osseveld	basic
Appingedam	stop
Arkel	stop
Arnemuiden	stop
Arnhem Centraal	mega
Arnhem Presikhaaf	basic
Arnhem Velperpoort	basic

Name of the station	Station class
Arnhem Zuid	basic
Assen	basic
Baarn	basic
Bad Nieuweschans	stop
Baflo	stop
Barendrecht	basic
Barneveld Centrum	basic
Barneveld Noord	stop
Barneveld Zuid	stop
Bedum	stop
Beek-Elsloo	basic
Beesd	stop
Beilen	basic
Bergen op Zoom	basic
Best	basic
Beverwijk	basic
Bilthoven	basic
Blerick	basic
Bloemendaal	basic
Bodegraven	basic
Borne	basic
Boskoop	basic
Boskoop Snijdelwijk	stop
Boven Hardinxveld	stop
Bovenkarspel Flora	stop
Bovenkarspel-Grootebroek	basic
Boxmeer	basic
Boxtel	basic
Breda	mega
Breda Prinsenbeek	basic
Breukelen	basic
Brummen	basic
Buitenpost	basic
Bunde	stop
Bunnik	basic
Bussum Zuid	basic
Capelle Schollevaar	basic
Castricum	basic

Name of the station	Station class
Chevremont	stop
Coevorden	basic
Cuijk	basic
Culemborg	basic
Daarlerveen	stop
Dalen	stop
Dalfsen	basic
De Vink	basic
De Westereen	stop
Deinum	stop
Delden	stop
Delft	mega
Delft Campus	basic
Delfzijl	stop
Delfzijl West	stop
Den Dolder	basic
Den Haag Centraal	cathedral
Den Haag HS	mega
Den Haag Laan van NOI	plus
Den Haag Mariahoeve	basic
Den Haag Moerwijk	basic
Den Haag Ypenburg	basic
Den Helder	basic
Den Helder Zuid	basic
Deurne	basic
Deventer	mega
Deventer Colmschate	basic
Didam	basic
Diemen	basic
Diemen Zuid	basic
Animals	basic
Doetinchem	basic
Doetinchem De Huet	basic
Dordrecht	mega
Dordrecht Stadspolders	basic
Dordrecht Zuid	basic
Driebergen-Zeist	plus
Driehuis	basic
Dronryp	stop
Dronten	basic
Duiven	basic
Duivendrecht	plus
Echt	basic
Ede Centrum	stop

Name of the station	Station class
Ede-Wageningen	plus
Eemshaven	stop
Eijsden	stop
Eindhoven Centraal	cathedral
Eindhoven Stadion	stop
Eindhoven Strijp-S	basic
Elst	basic
Emmen	basic
Emmen Zuid	stop
Enkhuizen	basic
Enschede	plus
Enschede De Eschmarke	stop
Enschede Kennispark	basic
Ermelo	basic
Etten-Leur	basic
Eygelshoven	stop
Eygelshoven Markt	stop
Feanwâlden	stop
Franeker	basic
Gaanderen	stop
Geldermalsen	basic
Geldrop	basic
Geleen Oost	stop
Geleen-Lutterade	basic
Gilze-Rijen	basic
Glanerbrug	stop
Goes	basic
Goor	basic
Gorinchem	basic
Gouda	mega
Gouda Goverwelle	basic
Gramsbergen	stop
Grijpskerk	stop
Groningen	mega
Groningen Europapark	basic
Groningen Noord	basic
Grou-Jirnsum	stop
Haarlem	mega
Haarlem Spaarnwoude	basic
Halfweg-Zwanenburg	basic
Harde ('t)	basic
Hardenberg	basic
Harderwijk	basic
Hardinxveld Blauwe Zoom	stop

Name of the station	Station class
Hardinxveld-Giessendam	basic
Haren	basic
Harlingen	basic
Harlingen Haven	stop
Heemskerk	basic
Heemstede-Aerdenhout	basic
Heerenveen	basic
Heerenveen IJsstadion	stop
Heerhugowaard	basic
Heerlen	plus
Heerlen Woonboulevard	stop
Heeze	basic
Heiloo	basic
Heino	stop
Helmond	basic
Helmond 't Hout	basic
Helmond Brandevoort	basic
Helmond Brouwhuis	basic
Hemmen-Dodewaard	stop
Hengelo	plus
Hengelo Gezondheidspark	stop
Hengelo Oost	stop
Hertogenbosch ('s-)	mega
Hertogenbosch Oost ('s-)	basic
Hillegom	basic
Hilversum	mega
Hilversum Media Park	basic
Hilversum Sportpark	basic
Hindeloopen	stop
Hoensbroek	stop
Hoevelaken	basic
Hollandsche Rading	basic
Holten	basic
Hoofddorp	plus
Hoogeveen	basic
Hoogezand-Sappemeer	basic
Hoogkarspel	basic
Hoorn	plus
Hoorn Kersenboogerd	basic
Horst-Sevenum	basic
Houten	basic
Houten Castellum	basic
Houthem-St.Gerlach	stop
Hurdegaryp	stop

Name of the station	Station class
IJlst	stop
Kampen	basic
Kampen Zuid	basic
Kapelle-Biezelinge	basic
Kerkrade Centrum	stop
Kesteren	stop
Klarenbeek	stop
Klimmen-Ransdaal	stop
Koog aan de Zaan	basic
Koudum-Molkwerum	stop
Krabbendijke	stop
Krommenie-Assendelft	basic
Kropswolde	stop
Kruiningen-Yerseke	stop
Lage Zwaluwe	stop
Landgraaf	stop
Lansingerland-Zoetermeer	basic
Leerdam	basic
Leeuwarden	plus
Leeuwarden Camminghaburen	stop
Leiden Centraal	cathedral
Leiden Lammenschans	basic
Lelystad Centrum	plus
Lichtenvoorde-Groenlo	basic
Lochem	stop
Loppersum	stop
Lunteren	stop
Maarheeze	basic
Maarn	basic
Maarssen	basic
Maastricht	plus
Maastricht Noord	stop
Maastricht Randwyck	basic
Mantgum	stop
Mariënberg	stop
Martenshoek	basic
Meerssen	basic
Meppel	basic
Middelburg	basic
Mook-Molenhoek	basic
Naarden-Bussum	basic
Nieuw Amsterdam	stop
Nieuw Vennep	basic

Name of the station	Station class
Nieuwerkerk a/d IJssel	basic
Nijkerk	basic
Nijmegen	mega
Nijmegen Dukenburg	basic
Nijmegen Goffert	basic
Nijmegen Heyendaal	basic
Nijmegen Lent	basic
Nijverdal	basic
Nunspeet	basic
Nuth	stop
Obdam	basic
Oisterwijk	basic
Oldenzaal	basic
Olst	basic
Ommen	basic
Oosterbeek	stop
Opheusden	stop
Oss	basic
Oss West	basic
Oudenbosch	basic
Overveen	basic
Purmerend	basic
Purmerend Overwhere	basic
Purmerend Weidevenne	basic
Putten	basic
Raalte	basic
Ravenstein	basic
Reuver	basic
Rheden	stop
Rhenen	basic
Rijssen	basic
Rijswijk	basic
Rilland-Bath	stop
Roermond	plus
Roodeschool	stop
Roosendaal	plus
Rosmalen	basic
Rotterdam Alexander	plus
Rotterdam Blaak	mega
Rotterdam Centraal	cathedral
Rotterdam Lombardijen	basic
Rotterdam Noord	basic
Rotterdam Stadium	stop
Rotterdam Zuid	basic

Name of the station	Station class
Ruurlo	stop
Santpoort Noord	stop
Santpoort Zuid	stop
Sassenheim	basic
Sauwerd	stop
Schagen	basic
Scheemda	stop
Schiedam Centraal	plus
Schin op Geul	stop
Schinnen	stop
Schiphol Airport	cathedral
Sittard	plus
Sliedrecht	basic
Sliedrecht Baanhoek	basic
Sneek	basic
Sneek Noord	basic
Soest	stop
Soest Zuid	basic
Soestdijk	stop
Spaubeek	stop
Stavoren	stop
Stedum	stop
Steenwijk	basic
Susteren	stop
Swalmen	stop
Tegelen	stop
Terborg	stop
Tiel	basic
Tiel Passewaaij	basic
Tilburg	mega
Tilburg Reeshof	basic
Tilburg Universiteit	basic
Twello	basic
Uitgeest	basic
Uithuizen	stop
Uithuizermeeden	stop
Usquert	stop
Utrecht Centraal	cathedral
Utrecht Leidsche Rijn	basic
Utrecht Lunetten	basic
Utrecht Overvecht	basic
Utrecht Terwijde	basic
Utrecht Vaartsche Rijn	basic
Utrecht Zuilen	basic

Name of the station	Station class
Valkenburg	basic
Varsseveld	stop
Veendam	basic
Veenendaal Centrum	basic
Veenendaal West	basic
Veenendaal-De Klomp	basic
Velp	basic
Venlo	basic
Venray	basic
Vierlingsbeek	stop
Vleuten	basic
Vlissingen	basic
Vlissingen Souburg	stop
Voerendaal	stop
Voorburg	basic
Voorhout	basic
Voorschoten	basic
Voorst-Empe	stop
Vorden	stop
Vriezenveen	stop
Vroomshoop	stop
Vught	basic
Waddinxveen	basic
Waddinxveen Noord	stop
Waddinxveen Triangel	stop
Warffum	stop
Weert	basic
Weesp	plus
Wehl	stop
Westervoort	basic
Wezep	basic

Name of the station	Station class
Wierden	basic
Wijchen	basic
Wijhe	basic
Winschoten	basic
Winsum	basic
Winterswijk	basic
Winterswijk West	stop
Woerden	plus
Wolfheze	stop
Wolvega	basic
Workum	stop
Wormerveer	basic
Zaandam	mega
Zaandam Kogerveld	basic
Zaandijk Zaanse Schans	basic
Zaltbommel	basic
Zandvoort aan Zee	basic
Zetten-Andelst	stop
Zevenaar	basic
Zevenbergen	basic
Zoetermeer	basic
Zoetermeer Oost	basic
Zuidbroek	stop
Zuidhorn	basic
Zutphen	plus
Zwijndrecht	basic
Zwolle	mega
Zwolle Stadshagen	stop

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