**Sole Submission by**

**Direct Rail Services to the Timetabling Panel**

**Dispute reference TTP930**

1. **DETAILS OF PARTIES**
   1. The names and addresses of the parties to the reference are as follows:-
      1. Direhct Rail Services Limited, whose Registered Office is at NDA Herdus House, Westlakes Science & Technology Park, Moor Row, Cumbria. CA24 3HU. ("DRS") ("the Claimant"); and
      2. Network Rail Infrastructure Limited whose Registered Office is at 1 Eversholt Street, London NW1 2DN ("Network Rail" ("the Defendant").
      3. *DRS correspondence address:* Sabrina Brannan, Senior Business Manager, Direct Rail Services Ltd, Kingmoor Depot, Etterby Road, Etterby, Carlisle. CA3 9NZ [redacted]
   2. The Third parties which will be significantly affected by this possession and the subsequent disruption which will be caused to 4A13 & 4N83 (DRS’ Grangemouth to Aberdeen domestic intermodal service) are the Stobart Group (who act for Tesco) and ASDA.
2. **THE CLAIMANT’S’ RIGHT TO BRING THIS REFERENCE**
   1. This matter is referred to a Timetabling Panel ("the Panel") for determination in accordance with Condition [D2.1.7] of the [*Network Code*]*.*

*The Claimant needs to make explicitly clear what provisions of its contract entitle, or direct, it to bring its dispute before a Timetabling Panel.*

Paragraph 5.1.1 of Part D of the Network Code states :

5.1.1 Grounds for making an appeal

Without prejudice to Conditions D4.6.2, D4.7.1 and D4.8.6, if any Bidder is dissatisfied with any decision of Network Rail made under this Part D, other than in the circumstances presribed in Condition D2.2.4, including,

* + 1. the application by Network Rail of the Decision Criteria;
    2. the acceptance or rejection by Network Rail of any Bid;
    3. the exercise br Network Rail of a Flexing Right; and
    4. any decision of Network Rail which may be referred to the relevant ADRR panel uner Codition D2.1.6 or D2.1.9
    5. it may refer the matter to the relevant ADRR panel for determination.

1. **CONTENTS OF REFERENCE**

This Sole Reference includes:-

* + 1. The subject matter of the dispute in Section 4;
    2. A detailed explanation of the issues in dispute in Section 5;
    3. In Section 6, the decisions sought from the Panel in respect of
       1. legal entitlement, and
       2. remedies;
    4. Appendices and other supporting material.

1. **SUBJECT MATTER OF DISPUTE**

DRS are concerned about the disruptive effect of this possession on its customers. If the possession in question does go ahead as planned (Grangemouth to Stirling 21:30 – 05:30) it will mean that significant timetabling changes will need to made 4A13 & 4N83. After discussions with the our customers it has become clear that changes to the current timetabling of these services will result in a significant loss of container traffic to this service due to logistical issues. This will increase transport costs for both our customers and a significant amount of traffic will be added to the already congested A9 in Scotland.

* 1. The Part or Condition that the dispute relates to or is associated with Network Code Condition D2 Consultation Process to Establish the Timetable Planning Rules/Engineering Access Statement.

DRS holds Level 1 contractual rights to the following services :

4A13 1223 [EWD] Grangemouth TDG to Aberdeen Craiginches

4A13 1145 [Sun] Grangemouth TDG to Aberdeen Craiginches

4N83 1820 [SX] Aberdeen Craiginches to Grangemoth TDG

4N83 1931 [SO] Aberdeen Craiginches to Grangemouth TDG

4N83 1809 [Sun] Aberdeen Craiginches to Grangemouth TDG

* 1. The DRS Grangemouth to Aberdeen rail service runs 7 days per week and is a shared multi-user service which accommodates a number of customers including Stobart’s (Tesco), ASDA, Hoyer and Den Hartogh. The Northbound service departs from Grangemouth at 12:20 Mon-Sat and 11:45 Sun arriving at Aberdeen at 16:15 Mon-Fri and at 15:43 Sun. The southbound service departs Aberdeen at 18:20 Mon-Fri and 18:09 Sun arriving at Grangemouth at 22:15 Mon-Fri and 21:55 Sun.

All customers are required to deliver containers to the Grangemouth terminal 90 minutes prior to departure to ensure these can be loaded to the service in a timely manner for train preparation to take place and to ensure DRS achieve a right time departure.

After discussions with the terminals and Network Rail regarding the proposed possession and possible revisions which could be made to the DRS Service plan two options were presented to our customers:

(a) 4A13 to depart Grangemouth at 10:23 with the return service arriving back at Grangemouth at 20:15. (Allowing us to get back to Grangemouth before the proposed possession is taken)

(b) 4A13 to depart Grangemouth at 16:00 with the return service arriving back the following day at c12:00. (Allowing us to run back to Grangemouth the following day when the possession has lifted)

1. **EXPLANATION OF EACH ISSUE IN DISPUTE AND THE CLAIMANT’S ARGUMENTS TO SUPPORT ITS CASE**

These options were presented to our two main customers Stobart’s and ASDA and option (a) was not suitable for ASDA where option (b) was and option (b) was not suitable for Stobart’s where option (a) was.

The reason for these conflicting preferences to service timing changes is down to the way the two companies have very different operations in regard to the supply of containers to the service and their delivery deadlines in Aberdeen.

The Stobart container traffic which is delivered to Grangemouth for onward rail transport to Aberdeen is delivered from the Tesco Livingston distribution centre and is generally delivered well in advance of the current cut off time for containers. As a result Stobart’s would be open to an earlier departure time and have stated that this would be preferable to the current timings. However, Stobart’s object to the later departure time because they would not get their containers to Aberdeen in time for store deliveries and if this option was adopted then 100% of their traffic would need to go via road to reach Aberdeen in time for in-store deliveries.

In contrast ASDA would prefer the later departure time as at present their container traffic which is bound for Aberdeen arrives at Grangemouth on 4S49 – Daventry to Grangemouth – at circa 06:26 each morning. This then needs to be taken to the ASDA Grangemouth distribution centre to be transhipped and then returned to Grangemouth by 11:00 for onward rail transport to Aberdeen. This current operational window does not leave any room for error in the operation and if the departure time was brought forward to 10:23 in option (a) 50% of ASDA’s container traffic would need to go to Aberdeen via road as it would not make the revised cut off for delivery of containers to Grangemouth of 09:00.

In total these two companies’ place an average of 13 containers per day on this service and at peak times in the year there can be up to 20 containers on this service each day. Revising the current service timings to either option (a) or (b) will mean that the amount of container traffic going on this service will reduce significantly and transport costs for our customers will significantly increase.

If no agreement with Network Rail can be found to allow the current service schedule to continue then we estimate that either 1,428 (ASDA) or 2,142 (Stobart/Tesco) containers will be lost to road transport from this rail service on an annual basis. Should Network Rail find it imperative that the possession is upheld DRS would like Network Rail to compensate DRS in line for its loss of revenue and to compensate its customers for the additional transports costs which will be incurred.

A significant reduction in traffic would affect a number of stakeholders including the customers of the service, the Grangemouth and Aberdeen terminals, DRS train crew and ARR Craibs who currently manage the Aberdeen Craiginches rail terminal in Aberdeen for DRS.

Letters of support for this dispute are annexed as detailed below:

(i) Letter from the Stobart Group.

(ii) Letter from ASDA.

1. **DECISION SOUGHT FROM THE PANEL**

DRS is seeking the panel to direct Network Rail to amend the times of the possession to start one hour later at 22:30 which will allow DRS to continue to run the Grangemouth to Aberdeen service in its current schedule.

If this is not possible DRS would be seeking the panel to direct Network Rail to allow DRS to run through the possession to again facilitate a continuation of the current service schedule.

If either of these decisions are not possible DRS would be seeking the panel to direct Network Rail to look at the re-timing of the Daventry to Grangemouth service to arrive at Grangemouth 120 minutes earlier than currently planned so that ASDA have the required time to tranship containers to the DRS service which would be revised to a 10:23 departure.

1. **SIGNATURE**

| For and on behalf of *xxxxxxxxxxxxxx* Limited  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed  -----------------------------------------------------------  Print Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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