

Network Rail Infrastructure Limited (Network Rail)

Reference Number: 20044102

NR's response to revised draft of the Surface Access Commitments submitted at Deadline 7

Rail Enhancement Fund

At Deadline 7 the applicant submitted a revised draft of the Surface Access Commitments (**SAC**). The revisions included the introduction of a Rail Enhancement Fund as Commitment 14A.

Network Rail is happy with the principles of the proposed Rail Enhancement Fund commitment, but there are some points of detail which will need to be addressed and resolved. Since Deadline 7 Network Rail has been liaising with the applicant to reach agreement on the revised wording.

One of the key issues is that as the SACs are secured via a requirement in the DCO, the commitments would not be directly enforceable by Network Rail. It is therefore critical a commitment be included in SAC 14A requiring the applicant to enter into an agreement with NR which gives direct contractual effect to the principles set out. The Rail Enhancement Fund measures are critical to managing the impact of the project on the rail network, and so there needs to be an appropriate agreement in place which secures the detail of the arrangements. The applicant has agreed to this.

Network Rail's most recent draft of Commitment 14A (which has been shared with the applicant) is attached. We understand that there remains one drafting point to be resolved and Network Rail intends to continue to negotiate the wording with the applicant.

Network Rail will update the Examining Authority further at Deadline 9.

Rail Monitoring and Enhancement Plan

The applicant has indicated that they will be adding a new commitment to the SACs Commitments which requires them to prepare a Rail Monitoring and Enhancement Plan and submit such plan for approval to Network Rail (in consultation with the relevant rail operators). GAL would be required to comply with the approved plan (unless otherwise agreed in writing with Network Rail (in consultation with the relevant rail operators)).

Network Rail have not yet seen the drafting of this proposed commitment and, once available, need to be given an appropriate opportunity to comment on that wording.

Rail Enhancement Fund Commitment 14A –

1 GAL must carry out the following measures:

- (a) prior to the commencement of dual runway operations, fund the provision of additional wayfinding measures at Gatwick Railway Station (the detail of which is to be agreed with the station operator) to increase the spread of passenger demand over the two gatelines;
- (b) prior to the commencement of dual runway operations, instruct and cover the costs of an independent consultant undertaking a gateline capacity review at Gatwick Railway Station to consider options and make recommendations of measures to mitigate queuing associated with future airport passenger numbers (options to include additional resources, additional gatelines, relocation and removal options);
- (c) following completion of the gateline capacity review undertaken pursuant to paragraph (b) above, GAL to fund the delivery of the recommended measures to mitigate queuing in such timeframes as agreed with the station operator provided such measures have been agreed with NR (such agreement not to be unreasonably withheld);
- (d) from the Commencement Date¹, engage constructively and in good faith with Network Rail on timetable consultations in order to meet passenger demand requirements;
- (e) from the Commencement Date, participate in planning and consultation of network upgrades to improve performance and reliability on the Brighton Mainline near Gatwick;
- (f) from the Commencement Date, instruct and cover the costs of Network Rail undertaking an analysis of the benefits from signalling upgrades to allow more early morning/late night trains without disrupting maintenance programmes; and
- (g) from the Commencement Date, constructively engage with the station operator to identify and agree measures (such agreement not to be unreasonably withheld) to enhance the customer experience at Gatwick Station and optimising platform capacity and use and fund the delivery of such measures.

For the avoidance of doubt, any expenditure by GAL in connection with the measures in this paragraph (1) is separate and distinct to the Rail Enhancement Fund.

(2) From the commencement of dual runway operations until the fifteenth anniversary of completion of the national highway works, GAL must make available the sum of £10 million to provide funding initiatives and measures that are aimed at mitigating the impact of the Project on the rail network, improving reliability of the rail network, or enhancing the rail network or rail services, in support of increasing the use of sustainable transport by passengers and staff travelling to and from the airport and in delivering the mode share commitments in connection with the Project (the "Rail Enhancement Fund"). Each payment out of the Rail Enhancement Fund will be Rail Indexed.

(3) GAL must make the Rail Enhancement Fund available to fund further interventions proposed by either Network Rail alone or rail operators in conjunction with Network Rail, which address an evidenced impact on the railway network that is directly related to the Project, such interventions to be agreed between GAL and Network Rail and/or rail operators (as applicable). GAL shall be entitled to request such further information about the proposed interventions to be satisfied (acting reasonably) that the

¹ "Commencement Date" means the date on which works are Commenced pursuant to the Development Consent Order

further interventions address an evidenced impact on the railway network or rail services that is directly related to the Project. Where GAL and the relevant party proposing further interventions (Network Rail or the relevant rail operator (as applicable)) cannot reach agreement on any matter concerning the proposal within 60 working days of GAL's receipt of the further information provided in response to GAL's request (or within 60 days of GAL's receipt of the proposal if no such request has been made), GAL or the relevant party shall be entitled to refer the matter to the Secretary of State for determination.

(4) GAL will use reasonable endeavours to enter into an agreement with Network Rail as soon as reasonably practicable which gives effect to the principles set out in this Commitment.

(5) On or before 31 March of any year following the commencement of dual runway operations until the fifteenth anniversary of the completion of the national highway works or the full value of the Rail Enhancement Fund has been exhausted on measures and interventions referred to in sub-paragraph (2) or (3) (if earlier), GAL shall submit to the TFSG a statement detailing the use of the Rail Enhancement Fund over the preceding calendar year including:

- (a) details of payments out of the Rail Enhancement Fund;
- (b) a description of the initiatives that were paid for by the Rail Enhancement Fund; and
- (c) the remaining balance of the Rail Enhancement Fund.

(6) If the statement submitted to the TFSG pursuant to sub-paragraph (5) above shows a remaining balance at the fifteenth anniversary of the completion of the national highway works, GAL must re-allocate all the remaining funds of the Rail Enhancement Fund to the Sustainable Transport Fund.

Network Rail means Network Rail Infrastructure Limited and any successor body to its railway functions

Rail Indexed means increased by reference to the amount of the increase in the Consumer Price Index (including owner-occupiers' housing costs excluding indirect taxes published by the Office for National Statistics or any official publication substituted for it for the United Kingdom) from 27 August 2024 until the date the relevant payment is made