



Gatwick Airport Northern Runway Project

Joint Statement between Gatwick Airport Limited and Network Rail

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1 Joint Statement between Gatwick Airport Limited and Network Rail

1.1 Purpose

1.1.1 This is a joint statement between the Applicant, Gatwick Airport Limited ("GAL"), and Network Rail Infrastructure Limited ("Network Rail") in relation to the Northern Runway Project (the "Project") DCO application. It sets out the matters which have been agreed and reflects the current position between the parties.

1.2 Introduction

1.2.1 Network Rail has fully participated in the examination phase for the Project. Network Rail has raised concerns with the Project from an early stage of the examination and has updated the Examining Authority during the course of the examination as discussions with the Applicant progressed. Those concerns and the progress of discussions, together with responses to the Examining Authority's written questions and requests for information are set out in full in the following documents submitted to the examination:

- Written Representations [REP1-090] and Summary of Written Representations [REP1-091] submitted at Deadline 1
- Principle Areas of Disagreement Summary Statement (PADSS) [REP2-058] submitted at Deadline 2
- Responses to ExQ1 [REP3-142] submitted at Deadline 3
- Comments on responses to ExQ1 [REP4-080] submitted at Deadline 4
- Statement of Common Ground between GAL and Network Rail [REP5-063] and Updated (PADSS) [REP5-107 and REP 5-108] submitted at Deadline 5
- Responses to ExQ2 [REP7-117] submitted at Deadline 7
- Comments on any further information / submissions received by Deadline 7 [REP8-132] submitted at Deadline 8

1.3 Matters that are agreed

1.3.1 The Applicant has been in ongoing discussions with Network Rail to seek to address its concerns throughout the duration of the examination. The Applicant has noted Network Rail's concerns which are fully documented in the submissions listed in paragraph 1.2.1 above, in particular the concerns in relation to rail network capacity, rail crowding modelling and station capacity.

- 1.3.2 To address those concerns, the Applicant has proposed a suite of measures which are secured in Commitments 14A and 14B of the Surface Access Commitments comprising of (by way of summary):
- a separate £10million Rail Enhancement Fund to support interventions that address impacts on the railway network that are directly related to the Project;
 - specific measures identified in Network Rail's PADSS which the Applicant is committing to carrying out (with agreement from Network Rail and/or the station operator where applicable);
 - an obligation on the Applicant to prepare a rail monitoring and enhancement plan and submit such plan for approval to Network Rail (in consultation with the relevant rail operators); and
 - an obligation on the Applicant to enter into an agreement with Network Rail which gives effect to the principles set out in Commitments 14A and 14B.
- 1.3.3 The Applicant confirmed in its submissions at Deadline 8 that discussions were ongoing with Network Rail to refine the drafting of Commitments 14A and 14B of the Surface Access Commitments. The Applicant and Network Rail have now agreed the drafting of those commitments. The agreed wording is annexed and the Applicant will reflect that agreed wording in the Surface Access Commitments to be submitted at Deadline 9.
- 1.3.4 The Applicant and Network Rail have been unable to fully reconcile and agree modelling outputs. Network Rail confirms that specific measures have been proposed which it considers adequate to enable a reconciliation of those matters in the future. Pending completion of an agreement to secure the Surface Access Commitments, NR will be in position to confirm the withdrawal of its representations in section 2 of its Written Representations titled "Impact of the proposals on the rail network".
- 1.3.5 In respect of the subject of the remaining representations in sections 3 to 5 of its Written Representations, specifically in relation to GAL's proposed acquisition of land interests belonging to NR and asset protection agreements, the Applicant and NR have agreed the terms of the protective provisions and the form of a Framework Agreement which is expected to be executed shortly. Pending completion of the Framework Agreement, NR will be in a position to confirm the withdrawal of its representations in sections 3 to 5 of its Written Representations and anticipates being able to do so by Deadline 10 and will update the ExA at such point.

Signed for and on behalf of **Network Rail Infrastructure Limited:**

Name



Date 21 August 2024

Signed for and on behalf of **Gatwick Airport Limited:**

Name



Date 21 August 2024

Annex A

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 be carried out in order to mitigate queueing 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 proportionate to the impacts of the Project to be carried out in order to mitigate queueing as have been agreed between GAL and NR (such agreement not to be unreasonably withheld) in such timeframes as agreed with the station operator;
- d. from the Commencement Date, 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 be carried out within Gatwick Railway Station in order to enhance the customer experience at Gatwick Railway 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 to 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 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 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.

Commitment 14B –

- (1) From the Commencement Date, GAL must prepare a rail monitoring and enhancement plan and submit such plan for approval to Network Rail (in consultation with the relevant rail operators). The rail monitoring and enhancement plan must include:
 - a. details of the extent of the rail network to be monitored;
 - b. methods for monitoring;
 - c. the timeframes and regularity of such monitoring
 - d. trigger points for any proposed interventions and the process by which such identified intervention will be agreed between the parties; and
 - e. details concerning its proposed review.
- (2) GAL must comply with, and carry out the monitoring detailed in the rail monitoring and enhancement plan approved pursuant to sub-paragraph (1) unless otherwise agreed in writing with Network Rail (in consultation with the relevant rail operators).

