

SCHEDULES

SCHEDULE 7

PROTECTIVE PROVISIONS

PART 4

FOR THE PROTECTION OF HUTCHISON PORTS (UK) LIMITED AND THE FELIXSTOWE DOCK AND RAILWAY COMPANY

28.—(1) The following provisions apply for the protection of the Felixstowe operator, unless otherwise agreed in writing between Network Rail and the Felixstowe Dock and Railway Company.

(2) In this Part of this Schedule—

“access agreement” has the same meaning as section 83(1) (interpretation of Part 1) of the Railways Act 1993⁽¹⁾;

“the Felixstowe operator” means Hutchison Ports (UK) Limited and the Felixstowe Dock and Railway Company; and

“Network Code” means the common set of rules and industry procedures, regulated by the Office of Rail Regulation, that apply to all parties who have a contractual right of access to the network owned and operated by Network Rail as having effect from time to time, and includes any document (whatever called) that replaces the Network Code.

29. At the same time as Network Rail consults persons with an access agreement in accordance with its obligations under Part D of the Network Code, Network Rail must consult the Felixstowe operator in writing about the timetable for Network Rail’s taking possession of the East Suffolk Line railway for the purposes of this Order.

30. At the same time as Network Rail consults persons with an access agreement in accordance with its obligations under Part G of the Network Code, Network Rail must consult the Felixstowe operator in writing about any proposal by Network Rail that will impose a speed restriction on the East Suffolk Line between East Suffolk Junction and Westerfield Junction.

31. As part of the consultation under paragraph 29 Network Rail must provide the Felixstowe operator with written particulars of the proposed timetable.

32. As part of the consultation under paragraph 30 Network Rail must provide the Felixstowe operator with written particulars of the proposed speed restriction.

33. Each consultation with the Felixstowe operator under paragraph 29 or paragraph 30 must specify the latest date by which the Felixstowe operator is required to respond.

34. Network Rail must have regard to any response to the consultation from the Felixstowe operator which is received in writing on or before the date specified in accordance with paragraph 33, or such later date as may be agreed in writing between the parties.

(1) 1993 c. 43.

Status: *This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

35. For the purposes of this Part of this Schedule any written document sent by Network Rail to the Felixstowe operator under this Part of this Schedule is duly sent to both Hutchison Ports (UK) Limited and the Felixstowe Dock and Railway Company if it is addressed to either or both those companies at the registered office of either of those companies or such other address as either company may have specified to Network Rail.