

SCHEDULES

SCHEDULE 6

FOR PROTECTION OF NETWORK RAIL

Compensation for train operators

16.—(1) The sums payable by the undertaker under paragraph 15 will include a sum equivalent to the relevant costs.

(2) Subject to the terms of any agreement between Network Rail and the relevant train operators regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (1) which relates to the relevant costs of that train operator.

(3) The obligation under sub-paragraph (1) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by the train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (2).

(4) In this paragraph—

“relevant costs” (“*costau perthnasol*”) means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail’s railway network as a result of the construction, or maintenance or failure of the relevant works or any such act or omission as mentioned in paragraph 15(1); and

“train operator” means any person who operates trains in accordance with a licence under section 8 of the Railways Act 1993⁽¹⁾ or an exemption under section 7 of that Act.

17. In the assessment of any sums payable under this Schedule, there is not to be taken into account any increase in the sums claimed that is attributable to any action taken, or any agreement entered into, by Network Rail if that action or agreement was not reasonably required and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

(1) 1993 c. 43.