

These are the proposed Service Levels to be included in the third party asset protection agreements, which are currently subject to consultation, ORR review and approval

Network Rail Service Level Obligations - Third Party Basic Asset Protection Agreement

	Service	Service Level Obligation to provide service within	Service Level description
1	notify the Customer after becoming aware of a matter which will prevent the performance of Network Rail's obligations.	Five (5) Working Days.	Notify the Customer of any matter which will prevent or impede Network Rail from performing the obligations or will prevent or impede the Customer from carrying out the Works.
2	data and information.	A reasonable time.	Provide data and information which is already in Network Rail's possession and which the Customer reasonably requires and has requested to carry out the Works.
3	Notification of previously granted derogations.	As soon as reasonably practicable, but no later than 25 Working Days.	Provide details of relevant previously granted derogations.
4	BAPA Construction Certificate.	Within 25 Working Days of the Construction Completion Criteria being satisfied.	Countersign BAPA Construction Certificate.
5	Taking Over Certificate	Within 25 Working Days of the criteria relating to the Taking Over Certificate being satisfied.	Countersign the Taking Over Certificate.
6	Defects Identification and Completion Certificate	Within 25 Working Days of the criteria relating to the Defects Identification and Completion Certificate being satisfied.	Countersign the Defects Identification and Completion Certificate.
7	BAPA Final Certificate	Within 25 Working Days of the criteria relating to the Final Certificate being satisfied.	Countersign the BAPA Final Certificate.

Network Rail Service Level Obligations - Full Third Party Asset Protection Agreement

	Service	Service Level Obligation to provide service within	Service Level description
1	Provision of Network Rail data and information.	A reasonable time.	Provide data and information which is already in Network Rail's possession and which the Customer reasonably requires and has requested to carry out the Works.
2	Regular reports on Services, Costs and Interfacing Projects.	[◆] ¹ .	Provide report(s) on the progress of the Services, Costs and Interfacing Projects.
3	Notify of Interfacing Projects and provide advice on mitigation.	A reasonable time.	Following receipt of information from the Customer, notify the Customer of Interfacing Projects and comment on the Customer's plans to mitigate and control Interfacing Project risk.
4	Notification of previously granted derogations.	As soon as reasonably practicable, but no later than 25 Working Days.	Provide details of relevant previously granted derogations.
5	Necessary Consents.	[◆] ² .	Where Network Rail has agreed to apply for Necessary Consents on behalf of the Customer as specified in paragraph 1.3(c) Schedule 7.
6	Necessary Consents.	As soon as reasonably practicable.	Where Necessary Consents are to be granted by Network Rail (Network Rail Consents).
7	Confirmation of timescales for booking Possessions.	Within 10 Working Days.	Inform the Customer of the anticipated timescales for booking Possessions.

¹ Time period to be agreed between Network Rail and the Customer prior to completion of the APA

² Time period to be agreed between Network Rail and the Customer prior to completion of the APA

	Service	Service Level Obligation to provide service within	Service Level description
8	Review of Implementation Programme.	Within 10 Working Days of receipt of Implementation Programme or information (as applicable)	Review Implementation Programme and provide comments to the Customer.
9	Keep the Customer informed in respect of alternative Possessions.	A reasonable time.	Keep the Customer fully informed of the progress of obtaining alternative Possessions.
10(a)	Confirm in writing that the relevant Possessions have been obtained or not – together with details.	Within 20 Working Days of completion of consultation on proposed Possession Plan.	Provide confirmation of Possessions obtained and not obtained within 20 Working Days of completion of consultation on proposed Possession Plan.
10(b)	Confirm in writing that the relevant Possessions have been obtained or not – together with details.	Within 20 Working Days of completion of consultation on proposed Possession Plan.	Where possessions not obtained, provide explanation within 20 Working Days of completion of consultation on proposed Possession Plan.
11	Network Rail examines and comments on Construction Phase Plan.	A reasonable time.	Provide commentary on Construction Phase Plan.
12	Construction Completion Criteria.	Within 25 Working Days of the Construction Completion Criteria being satisfied.	Countersign the APA Construction Certificate.
13	Clause 10.7 – Taking Over Certificate	Within 25 Working Days of the criteria relating to the Taking Over Certificate being satisfied.	Countersign the Taking Over Certificate.
14	Clause 10.8 – Defects Identification and Completion Certificate	Within 25 Working Days of the criteria relating to the Defects Identification and Completion Certificate being satisfied.	Countersign the Defects Identification and Completion Certificate.

	Service	Service Level Obligation to provide service within	Service Level description
15	Final Completion Criteria.	Within 25 Working Days of the Final Completion Criteria being satisfied.	Countersign the APA Final Certificate.
16	Variation Requests.	Within 10 Working Days of receipt of the Variation Request.	Notify the Customer within 10 Working days if Network Rail objects to the Variation Request.
17	Variation Requests provision of further information.	15 Working days (or such longer time period as agreed between the Parties acting reasonably).	Meet with the Customer following issue of a notice by the Customer pursuant to clauses.
18	Identify any further information required or any errors or omissions in the Design Data.	As soon as reasonably practicable.	Inform the Customer if there is further information required or any errors or omissions in the Design Data
19	Return any Design Data identified as being on the critical path.	Design data relevant to items identified as critical by QSRA, within 25 Working Days of receipt.	Return 'design data relevant to items identified as critical by QSRA within 25 working days of receipt.