



FIXED LINK USAGE ANNUAL STATEMENT

- 2023 WORKING TIMETABLE -

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Glossary of Terms

RU / RO	Railway Undertaking / Rail Operator – operator licensed in the European Union / in the United Kingdom whose main business is to provide rail transport services for freight and/or passengers with a requirement that the operator should provide traction. Throughout this document, all references to Railway Undertaking not specifying the place of establishment should be interpreted as including also Rail Operators.
Applicant	A RU, an international grouping of RUs or other persons or legal entities with a public-service or commercial interest in acquiring infrastructure capacity (such as combined transport operators, ports, shippers, forwarders and competent transport authorities).
Channel Fixed Link	Integrated road & rail transport system via shuttles (le Shuttle) allowing the passage of RUs subject to tolls. The Channel Fixed Link (CTFL) was financed and built & is operated by Eurotunnel, assuming all risks, without any public subsidy.
Eurotunnel	The private Concessionaire of the Channel Fixed Link. Eurotunnel is owned by group Getlink SE, a company listed on the Paris stock exchange.
IGC	Intergovernmental Commission - established to supervise, in the name and on behalf of UK & French Governments, all matters concerning the operation of the Channel Fixed Link (IGC-JEC: Joint Economic Committee)
ART	Autorité de Régulation des Transports – regulatory body for railway activities on the French national network.
ORR	Office of Rail and Road - regulatory body for railway activities on the national network in Great Britain.
EPSF	Etablissement Public de Sécurité Ferroviaire – national safety authority for railway activities on the French national railway network.
Railway Network	The term used in this document refers to the capacity of rail tunnels and installations of the Channel Fixed Link between the United Kingdom and France destined to Railway Undertakings (common section, continental main lines and emergency tracks).
RUC	Railway Usage Contract – agreement between the Concessionaire and the state railway administrations, concomitant with the Treaty of Canterbury and Fixed Link Concession Agreement on 29/7/1987, establishing the long term charging & capacity allocation frameworks for the Fixed Link connection between the national railway networks.
Access Contract	Agreement between the Railway Undertaking and Eurotunnel, which gathers all administrative, technical and financial provisions for the operation of trains through the Channel Fixed Link.
NR	Network Rail – infrastructure manager of the British national railway network.
RFN	Réseau Ferré National – French national railway network managed by SNCF Réseau.
RCC	Eurotunnel Rail Control Centre – supervision and control of all train movements through the Channel Fixed Link.

FIXED LINK USAGE ANNUAL STATEMENT

FOREWORD

Eurotunnel emphasises that the rail access conditions to the Fixed Link are founded on the long term legal framework of the Treaty of Canterbury, the Channel Fixed Link Concession and the Usage Contract, allowing the long term stability and the predictability of these conditions for all Railway Undertakings.

Eurotunnel is publishing after consultation¹ this 2023 version of its Fixed Link Usage Annual Statement following publication of directive 2012/34/EU, and its transposition by the States to the Channel Fixed Link through a number of measures:

- Regulation of the Intergovernmental Commission dated 23/3/2015, given force in the United Kingdom by Statutory Instrument 2015/785 “The Channel Tunnel (International Arrangements) (Charging Framework and Transfer of Economic Regulation Functions) Order 2015” of 15/6/2016, and in France by a “décret de publication” of 6/7/2016 (2016-928);
- In the United Kingdom, Statutory Instrument 2016/645 “The Railways (Access, Management and Licensing of Railway Undertakings) Regulations 2016” entered into force on 29/7/2016;
- In France, by a series of legislative and regulation measures including notably “loi du 4/8/2014 portant réforme ferroviaire”, “ordonnance du 15/7/2015” in application of the former, “décret du 10/2/2015 relatif à la confidentialité des données détenues par le gestionnaire d’infrastructure”, “décret du 20/8/2015 relatif à l’accès au réseau ferroviaire”, “décret du 28/10/2016 (2016-1468) relatif aux installations de service ferroviaire”, and “décret du 31/7/2015” (2015-960) and “arrêtés du 3/2/2016 et 31/5/2016 relatifs à la licence d’entreprise ferroviaire”.

Eurotunnel brings to the attention of RUs/ROs/Candidates the fact that some elements of the directive have been transposed in a dissociated manner by each State, contrary to the previous transposition measures carried out entirely through a binational regulation. Eurotunnel advocates for all legislation applicable to the Channel Fixed Link to be enacted through binational regulations, as a guarantee of unicity and coherence of legislation applicable over whole of the Channel Fixed Link.

Following the United Kingdom’s exit from the European Union on 31/1/2020, Eurotunnel underlines that under the terms of the Treaty and the Concession, it is the responsibility of the Principals to take all appropriate measures, such as bilateral arrangements, in order to preserve the continued smooth functioning and operation of rail services through the Fixed Link.

1 GENERAL INFORMATION

1.1 Introduction

Railway Undertakings established in a Member State, Rail Operators established in the United Kingdom, and other Applicants have access and transit rights through the Channel Fixed Link under fair and non-discriminatory conditions, for the purpose of providing:

- international intermodal freight transport services,
- international freight services,
- international passenger transport services.

The Channel Fixed Link is an integrated road & rail transport system compliant with UIC technical standards and operating 24 hours a day, 365 days a year.

Eurotunnel wishes to see a major development in passenger and freight train services between the UK and Continental Europe, offering to this aim annual capacities of over 20 million passengers and 10 million tonnes, and therefore invites all Railway Undertakings wishing to use the Channel Fixed Link to contact the Railway Network Director, responsible for the essential functions of Charging and Capacity Allocation, who will examine all requests in a transparent and non-discriminatory manner:

Railway Network Director Eurotunnel UK Terminal PO Box 2000 Folkestone, Kent CT18 8XY United Kingdom	T: +44(0)1303 28 8615 / +33(0)321 00 8615 F: +44(0)1303 850 360 Email: jean-pierre.ramirez@eurotunnel.com www.getlinkgroup.com/en/our-group/Eurotunnel-Railway-Network/
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¹ Consultation on 14/10/2021 of over 50 interested parties (public authorities and institutions, passenger and freight railway undertakings, shippers, infrastructure managers, associations and others) including DG MOVE, IGC, ART, EPSF & ORR.

FIXED LINK USAGE ANNUAL STATEMENT

1.2 Fixed Link Usage Annual Statement

This document is published in accordance with Article 27 and Annex IV of Directive 2012/34/EU³ requirements for a “network statement”, and will be referred to as the “Fixed Link Usage Annual Statement” or “Annual Statement”. It contains a detailed description of the methodology, rules and scales of the charging system (par.6 & Annexes 3&4), as well as the deadlines, procedures and criteria concerning capacity allocation (par.4 & Annexes 5&6) for the operation of freight and passenger trains through the Channel Fixed Link railway network. Also included is other information on the appeals process and conditions for access (par.1&2 & Annexes 1&2). This information applies solely to access to the Channel Fixed Link, whereas for adjacent railway networks the network statements can be obtained from other rail infrastructure managers connected to the Eurotunnel network:

- Network Rail: www.networkrail.co.uk “Network Statement”
- High Speed 1: www.highspeed1.co.uk “HS1 Network Statement”
- SNCF Réseau: www.sncf-reseau.fr “Document de référence du réseau ferré national”

In 1987, Eurotunnel signed a Usage Contract with British Railways Board (BRB) [State railway administration, under control of the Department for Transport (DfT)] and SNCF [Société Nationale des Chemins de Fer Français, French State railway administration under control of the French Ministry in charge of Transport], under which all Railway Undertakings are entitled at all times, until 2052, to 50% of the Channel Fixed Link capacity per hour in each direction to run any trains through the Fixed Link. The Fixed Link Usage Annual Statement implements the charging framework of the Usage Contract and offers all operators non-discriminatory conditions for open access to the Channel Fixed Link railway network without distortion of competition conditions.

The national railway administrations are under an obligation to ensure the availability of national railway infrastructures and to ensure the development of rail freight & passenger services through the Fixed Link. Border security is the responsibility of the States. In 1997 BRB/DfT decided to delegate the operational performance of certain of its rights and obligations as far as rail freight is concerned to a single operator established out of BRB’s privatisation, DBCI⁴, and as far as rail passenger services are concerned to EIL⁵. The incumbent operators DBCI and EIL are therefore in a special position of first resort operators, having been granted by BRB/DfT and SNCF the rolling stock authorised for the Channel Fixed Link and required by the Usage Contract. The signatories of the Usage Contract remain the Fixed Link Concessionaires (Eurotunnel) and the national railway administrations (BRB/DfT & SNCF SA), which are bound by its terms until 2052.

For cross-Channel rail freight in Open Access, the establishment of a support mechanism by the British Government resulted in the Fixed Link Usage Annual Statement including since 2008 an amended pricing grid introducing a new competitive pricing identical for all operators. Eurotunnel implemented during 2014 a further initiative boosting the attractiveness of cross-Channel rail freight with an even more appealing pricing for off-peak periods (see **Annexe 3** “Charging Regime for Freight Trains”).

Eurotunnel introduced from the 2007 edition of its Annual Statement conditions for open access to the Channel Fixed Link railway network for international rail passenger transport services, in accordance with the provisions of Directive 2007/58/EC⁶. However, to this date, the incumbent operator EIL remains the sole provider of rail passenger services since the opening of the Channel Fixed Link.

³ And with Commission Delegated Decision 2017/2075 of 4/9/2017

⁴ DBCI or DB Cargo International Limited, previously DB Schenker Rail International and English Welsh & Scottish Railway International

⁵ EIL or Eurostar International Limited, controlled and majority-owned by SNCF

⁶ Applicable at the time of the opening to competition of the international rail passenger transport market

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1.3 Status of the Fixed Link Usage Annual Statement

This Fixed Link Usage Annual Statement is a reference document for information purposes, drawn up for rail freight and passenger transport companies and all other interested parties.

Any access contract or framework agreement signed between Eurotunnel and a Railway Undertaking is established according to the principles defined in this Fixed Link Usage Annual Statement.

1.3.1 Language

The original version of the Fixed Link Usage Annual Statement is written in French. The English version which is also published represents a translation. If there is any conflict between the two versions, the French version shall prevail.

1.3.2 Appeal Procedures

The Concession to operate the Channel Fixed Link granted to Eurotunnel under the Treaty of Canterbury between the United Kingdom and France gives Eurotunnel the freedom to levy charges and determine its commercial policy, within the framework of national and Community competition rules. The Treaty of Canterbury also provides for the creation of an Intergovernmental Commission to represent the Principals (the States) in their relations with the Concessionaires (Eurotunnel) and to supervise and facilitate operation of the Channel Fixed Link.

In 2015/2016, the measures of transposition of directive 2012/34/EU to the Channel Fixed Link transferred the regulatory body functions to the following national bodies⁷, to whom appeals should be addressed:

United Kingdom: Office of Rail and Road (ORR) 25 Cabot Square London E14 4QZ	France: Autorité de Régulation des Transports (ART) 48 Boulevard Robert Jarry CS81915 72019 Le Mans Cedex 2
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If an applicant wishes to submit an appeal outside the competences of the regulatory body, it should contact the Intergovernmental Commission (IGC) at the following addresses⁸:

United Kingdom: IGC Secretariat Office of Rail and Road (ORR) 25 Cabot Square London E14 4QZ	France: Ministère de la Transition Ecologique et Solidaire DGITM / DST Secrétariat Général au Tunnel sous la Manche 92055 Paris La Défense Cedex
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1.3.3 Validity

The period of validity of the Fixed Link Usage Annual Statement is that of the 2023 Working Timetable, i.e. from 11th December 2022 until 9th December 2023.

This document is published in accordance with Article 27 of Directive 2012/34/EU. It is understood that it may be updated in the event of any changes that Eurotunnel considers to be substantial, such as a change in the regulatory framework, major investment or a significant change in the available capacity. It is further stated that legislation or regulation texts which are adopted and which come into force after publication of the Fixed Link Usage Annual Statement are applicable under their own conditions without updating being required.

⁷ Internet addresses: www.orr.gov.uk & www.autorite-transport.fr

⁸ Internet address: www.channeltunneligc.co.uk & www.cigtunnelmanche.fr

2 CONDITIONS FOR ACCESS

Transit rights will be granted to Railway Undertakings (RUs) established in the Member States and to Rail Operators (ROs) established in the United Kingdom for the purpose of the provision of international rail transport services. Applicant Railway Undertakings wishing to enter into an access contract (or, where applicable, the Traction Provider Railway Undertaking that has been appointed by an Applicant to provide cross-Channel traction operations) will be required to satisfy the following requirements:

- to obtain a rail licence from the relevant authorities and submit it to Eurotunnel
- to obtain a safety certificate from the relevant authorities and submit it to Eurotunnel
- to read and comply with the security rules
- to read and comply with the operating rules
- to read and comply with the rules for the carriage of dangerous goods
- to take out appropriate insurance cover and submit it to Eurotunnel
- to read and accept the terms and conditions for using the Channel Fixed Link.

In order to exercise access rights, the Railway Undertaking will need to ensure that it obtains in due time all authorisations relating to rolling stock and personnel.

Safety and interoperability on the Fixed Link are governed by applicable legislation and regulations, undergoing evolutions at the time of publication of the present document:

- the binational safety regulation of 6/2/2013⁹, transposing European directives of the second and third railway package on safety and interoperability of the railway system (chiefly EU Dir.2004/49 and 2008/57).
- in France, Décret 2020-1821 of 29/12/2020 transposing European directives of the fourth railway package on safety and interoperability of the railway system (chiefly EU Dir.2016/797 & 2016/798).
- the successive binational and national texts (to come) for the transposition into French legislation and retention into UK legislation of European directives of the technical pillar of the fourth railway package on safety and interoperability of the railway system (notably EU Dir. 2016/798 & 2016/797) and applicable TSIs and NTSNs.

Following the United Kingdom's exit from the European Union on 31/1/2020, Eurotunnel underlines that under the terms of the Treaty and the Concession, it is the responsibility of the Principals to take all appropriate measures, such as bilateral arrangements, in order to preserve the continued smooth functioning and operation of rail services through the Fixed Link. Such measures may comprise, notably:

- cross-border agreements, as provided for by article 14 of EU Dir. 2012/34 and subject to notification to the European Commission, allowing to maintain a single safety regulation and regulatory regime, and mutual recognition regime on cross-border sections (notably for operator licences, safety certification and/or driver licences, etc.);
- more particularly, a cross-border agreement as provided for by article 10.9.a of EU Dir.2016/798, allowing operation on border sections without duplication of safety certification, up to designated stations located close to the border;
- likewise, a bilateral agreement provided for by article 8 of UE Dir. 2007/59 allowing the mutual recognition of train driver certification documents on border sections;
- more generally, in liaison with the European Union, the establishment of interim periods of prorogation of recognition of validity of existing documentation (licences, certificates, authorisation, etc.), such as EU Regulations 2020/2222 and 2021/1701.

In order to facilitate the deployment of these evolutions of the regulatory framework, Eurotunnel has prepared the implementation of contractual arrangements as provided for by article 10.9.b of EU Dir, 2016/798 duly reflected in its safety management system (as and when they enter into application), allowing operation on border sections without duplication of safety certification, up to the Concession boundary.

In this context, Eurotunnel invites candidates and operators to refer to the following texts, concerning the regulatory consequences:

- at European level, notice published by the European Commission (https://ec.europa.eu/info/sites/info/files/file_import/rail_transport_en.pdf)
- in the United Kingdom, Statutory Instrument 2019/837 "The Rail Safety (Amendment etc.) (EU Exit) Regulations 2019" and notice published by the DfT (<https://www.gov.uk/guidance/rail-transport-from-1-january-2021>)

⁹ Décret 2013-318 of 15/4/2013 publishing the IGC regulation amendments of the IGC bi-national regulation regarding safety of the Channel Fixed Link of 24/1/2007, signed on 6/2/2013 and The Channel Tunnel (Safety) (Amendment) Order 2013 (2013/407)

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- in France, loi 2020-734 of 17/6/2020 (art.59), ordonnance 2019-78 of 6/2/2019, décret 2019-244 of 27/3/2019.

2.1 Licence

An operator licence is required to provide rail freight and passenger transport services under the conditions laid down in Directive 2012/34/EU. This licence can be obtained:

- for a Railway Undertaking established in the European Union, from the Member State where it is established. A licence issued by a Member State is valid throughout the territory of the European Union.
- for a Rail Operator established in the United Kingdom, from the ORR.
- in the relevant case, a cross-border agreement as provided for by article 14 of EU Dir. 2012/34 and subject to notification to the European Commission, may allow the mutual recognition of operator licences on border sections.

Addresses for the competent national authorities in the UK and France are:

United Kingdom: Licensing Team Office of Rail and Road (ORR) 25 Cabot Square London E14 4QZ	France : Ministère de la Transition Ecologique et Solidaire Direction Générale des Infrastructures, des Transports et de la Mer (DGITM) Direction des Services de Transport (DST) 92055 Paris La Défense Cedex
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2.2 Safety Certificate

In order to access the Channel Fixed Link, a Railway Undertaking or Rail Operator must hold a safety certificate issued by a competent authority for the relevant territory (the IGC, EPSF or the Agency) and/or, depending on the case:

- recognised over the entire cross-border section (including the Fixed Link and the track section between the Concession and the designated stations close to the border) without duplication of safety certification, by virtue of a cross-border agreement between the Principals as provided for by article 10.9.a of EU Dir. 2016/798 (or any other measure of equivalent effect), or
- contractual arrangements agreed with Eurotunnel and duly reflected in its safety management system, allowing operation on border sections without duplication of safety certification, up to the Concession boundary, as provided for by article 10.9.b of EU Dir, 2016/798, or
- a second safety certificate valid on the remaining portion of the Fixed Link, issued by a competent authority for the corresponding territory.

Applicants may copy their requests to Eurotunnel for information. The competent Safety Authority, insofar as needed, may seek the technical opinion of the Concessionaires on elements of a Railway Undertaking's certificate application during its consideration.

2.3 Rail Vehicle Authorisation

For every new type of equipment, the applicants must submit to the competent safety authority (depending on the case, the IGC and EPSF or the IGC and the EU Agency for Railways) a dossier describing the rolling stock to be used in the Channel Fixed Link, demonstrating in particular its compliance with EU TSIs and UK NTSNs¹¹, and with the specifications of the Channel Fixed Link, as set out in the Channel Tunnel Reference Document for Cross-Acceptance of Rail Vehicles¹² (available on the IGC's website). For the purpose of verification of vehicle technical compatibility with the network, applicants benefit from the information of the railway infrastructure register (RINF) available on the Agency's website. This application is submitted under the authorisation process in force (currently specified in chapter V (amended) of the IGC bi-national regulation regarding safety of the Channel Fixed Link, and in EU Directive 2016/797, under the practical arrangements of EU Regulation 2018/545).

¹¹ Technical Specifications for Interoperability of the European Union, and National Technical Specification Notices of the United Kingdom

¹² see "Channel Tunnel Reference Document for cross-acceptance" on www.channeltunneligc.co.uk/-regulations-and-guidance

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2.4 Security

Specific security regulations laid down by the British and French Governments are intended to ensure the security of persons, property and goods in railway infrastructure (depots, boarding areas) and on board trains. Each RU must establish a security plan validated by the competent national authorities (ministries in charge of transport, customs and home, represented at the Joint Security Committee of the IGC), and respect and enforce the defined rules, details of which can be obtained from the Department for Transport in the United Kingdom and from the "Secrétariat Général au Tunnel sous La Manche" in France.

United Kingdom: Land Transport Security Department for Transport 2/34 Great Minster House 33 Horseferry Road London SW1P 4DR	France: Ministère de la Transition Ecologique et Solidaire DGITM / DST Secrétariat Général au Tunnel sous la Manche 92055 Paris La Défense Cedex
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2.5 Operating Rules in the Channel Fixed Link

Eurotunnel has put in place operating rules (covering the requirements specific to the UK and France) for the operation of rail transport services through the Channel Fixed Link respecting high safety standards. These rules, taking into account the specific characteristics of the Fixed Link, are applicable to the entire system and consist of operating rules comprising provisions relating to rolling stock and provisions relating to train crew. A general description of these rules is given in **Annexe 1**. Eurotunnel will assist Railway Undertakings to take account of all these rules in their operations.

2.6 Carriage of Dangerous Goods

The list of dangerous goods accepted for commercial carriage on trains using the Fixed Link and the requirements for the transport of such products are set out in a specific document entitled "Eurotunnel's Safety Arrangements - Carriage of Dangerous Goods" (see Annexe 1). In view of the special circumstances of the Channel Fixed Link, special rules have been put in place which are more restrictive than those laid down in the International Regulations concerning the Carriage of Dangerous Goods by Rail (RID). Eurotunnel remains at the disposal of Railway Undertakings for any further information.

2.7 Insurance

In accordance with Directive 2012/34/EU, RUs must be adequately insured for the provision of rail transport services in the Channel Fixed Link.

An agreement on liability and insurance, based on the principles of reciprocal waiver of recourse for third party claims and reciprocal waiver of recourse for each other's losses and damages, may be required in accordance with Eurotunnel's risk management policy and taking particular account of the type of traffic envisaged by the RU. Under this framework, the Railway Undertaking shall be allowed to benefit from the cover provided by Eurotunnel's insurance policies for the RU's liability for business interruption losses and material damages that the RU may cause to Eurotunnel in the event of an incident, notably in the Channel Fixed Link. The extent of this cover is defined in Eurotunnel's insurance policies, copies of which can be supplied to the RU upon request.

2.8 General Commercial Conditions

2.8.1 Access Contract

An agreement will be entered into between each RU and Eurotunnel on the basis of the RU's acceptance of the general conditions for access to the Channel Fixed Link¹⁴. These conditions, available on request from the Railway Network Director (contact details in Section 1.1), follow the principles established in the Fixed Link Usage Annual Statement and include all the administrative, technical and financial provisions necessary to comply with safety, security and insurance requirements (including liability clauses for the reciprocal waiver of recourse). They also include those provisions relating to the allocation of train paths, to the regulation of train movements and to payment for operation of trains through the Channel Fixed Link. The agreement will describe the train paths allocated and cannot be valid for more than one working timetable period.

2.8.2 Framework Agreement

As a future development¹³, a Framework Agreement may also be concluded with an Applicant wishing to enter into a commitment for a period exceeding the duration of the working timetable. This agreement describes the specific commercial, technical and financial conditions for this type of commitment. It does not describe train paths in detail but is established to meet the commercial needs of the Applicant. While respecting commercial confidentiality, the general nature of each framework agreement¹⁵ will be made available to any Applicant wishing to use the Channel Fixed Link and who submits a request.

2.9 Appointment of a Traction Provider Railway Undertaking

Concerning rail freight and rail passenger trains, the Applicant applying for or holding access rights for the trains which it operates as Carrier or other Applicant may decide to use a Traction Provider Railway Undertaking to provide cross-Channel traction operations under the conditions agreed with the latter. In this case, the Carrier Railway Undertaking must inform Eurotunnel in advance¹⁶ in writing and provide the contractual arrangements for liability and insurance with the new Traction Provider Railway Undertaking that it intends to appoint and the evidence of corresponding guarantees since the latter will have railway liability for cross-Channel traction operations under its own safety certificate. Eurotunnel will confirm in writing its consent to this appointment as quickly as possible after receiving the necessary evidence and guarantees (see previous paragraphs of section 2). When making this change, the Railway Operator responsible for carriage activities will specifically confirm the identity of the Traction Provider Railway Undertaking for each of the trains concerned.

It should be noted that the Traction Provider Railway Undertaking has no rights over the infrastructure capacities allocated to the Carrier Railway Undertaking providing the transport service. Eurotunnel allocates capacities for the benefit of the train in order to provide the transport service, under the control of the Carrier Railway Undertaking responsible for the transport service.

2.10 Financial Guarantees

Within the conditions defined by the Commission regulation N°2015/10 of 6/1/2015, Eurotunnel reserves the right to require a financial guarantee from the applicant. This may take the form of advance payments or guarantees provided by financial institutions, of an amount of charges representing two months of operations.

¹⁴ In its elementary form, the Access Contract is constituted together by the Access Dossier (Annexe 6), the Fixed Link Annual Usage Statement (latest version in force), the Usage Contract (including liability & insurance regime) www.getlinkgroup.com/content/uploads/2019/09/23122013-RUC-EN_Charging-Framework.pdf, and Path Reservation Dossier(s) (Annexe 6).

¹⁵ At the time of publication, no model agreement has yet been developed nor offered, and no such Framework Agreement has been concluded with any Railway Undertaking. If this is offered, a model agreement shall be published in annexe to the Network Statement.

¹⁶ Under a minimum notice period of 7 calendar days where the Traction Provider Railway Undertaking already benefiting from access rights to the Channel Fixed Link

3 INFRASTRUCTURE

3.1 Extent of the Network

The Cross-Channel Fixed Link is an integrated transport system allowing the establishment of a permanent link between the rail networks of the UK and France as well as the road networks of the UK and France, operated under a sole and indivisible Concession.

The railway system referred to as of the Channel Fixed Link (CTFL) comprises all of the infrastructure and fixed equipment necessary for the operation of trains, from their points of connection with neighbouring networks.

The operational interfaces between the CTFL railway network and the Railway Undertakings are:

- the physical points of entry into, and exit from, the Concession;
- the exchanges of data and information between the Control Centres of the railway infrastructure managers SNCF Réseau, Network Rail and HS1 (operated by NRHS) and the Eurotunnel Rail Control Centre (RCC), and between these Centres and the trains.

3.2 Running Tunnels

The Eurotunnel system comprises two rail tunnels as well as continental main lines linking the tunnels to the two points of entry into the Concession. The length of each tunnel is approximately 50km and their internal diameter is approximately 7.6m. The maximum gradient of tracks is 11°/‰.

Running Tunnel North is normally reserved for traffic travelling from the UK to France. Running Tunnel South is normally reserved for traffic travelling from France to the UK. Each tunnel is, however, signalled for reversible working, as used during maintenance periods. Each running tunnel is divided into three sections or “intervals”, separated by cross-overs with sets of points linking the North & South Running Tunnels, allowing alternated circulation in a given interval during maintenance or incidents in the parallel interval.

The track in each rail tunnel is made of continuously welded rails laid on precast concrete support blocks embedded into the concrete track bed. Cooling pipes, fire mains, signalling equipment and cables are fixed to the walls of the tunnels. A cooling system using water circulation maintains the temperature of running tunnels at an almost constant level throughout the year.

3.3 Rescue & Service Tunnel

Between both running tunnels is situated a road service tunnel which is accessible every 375m on average by means of cross-passage doors. The service tunnel is used for infrastructure maintenance and for safety interventions. A side walkway provided throughout the length of the running tunnels, 800mm wide at its narrowest point, facilitates the evacuation of passengers and personnel towards the service tunnel.

Lateral evacuation	Height vs. top of rail	Distance v. track axis	Width (min)
Evacuation step	530 mm	1861 mm	336 mm
Evacuation walkway	810 mm	2197 mm	800 mm

In addition to fire detection and fighting systems located at regular intervals along running tunnels, there are fire fighting stations (named SAFE or “Stations d’Attaque du Feu”) located next to undersea cross-overs. The equipment at these stations allows the evacuation in full safety of people on board trains stopped therein, as well as fire fighting operations on the train.

A supplementary ventilation system (SVS) provided in the running tunnels moreover allows the control of air flows in the event of incidents leading to the presence of smoke, thus further improving people safety in the Channel Fixed Link.

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3.4 Power supplies

The overhead catenary system supplies traction power to electric locomotives operating in the rail tunnels and the surface main lines on the Concession. It is sectioned into short elementary sections to enable fast reconfiguration by remote control. The supply voltage is 25kV at 50Hz. The traction power system is equipped with a STATCOM static synchronous compensator being commissioned in 2021 (as well as the previous SVC thyristor compensator as backup). The traction power system is entirely fed from the French substation in normal operating conditions. A symmetrical supply from France and the UK is also a normal operating configuration. All new traction equipment must be compatible with this power supply pursuant to the Energy TSI, requiring a comprehensive and explicit demonstration of compatibility in compliance with chapter 10 of standard EN 50388. Regenerative braking is not permitted on the Concession.

Traction electricity supply	25kV 50Hz
Catenary – Height of contact wire (min-max above rail)	5922 mm – 6300 mm

Electrical power for the Fixed Link system for the drainage pumps, lighting, ventilation and other auxiliary networks is taken from separate and duplicated supply circuits. In the event of loss of power from one of the two national grids, the system may be supplied from the other grid feeding all power required for the operation of the Fixed Link. In addition, Eurotunnel maintains its own standby auxiliary power for emergency situations.

3.5 Rail Control Centres (RCCs)

A Control Centre monitors all train movements in the Concession; it also operates and controls the railway fixed equipment and auxiliary equipment. This function is fulfilled in alternation between two equivalent centres located on the UK side and French side of the Channel. The Control Centre not on duty remains on standby ready to take over control at any time.

3.6 Signalling

The signalling system in use is TVM 430, specially parametered for the Channel Fixed Link. This provides a target speed to the on-board receiver based on information transmitted by track circuits and interpreted by on-board processors.

In line with European Commission objectives, the deployment of an ERTMS standard signalling system is being studied in partnership with infrastructure managers of the North-western European high speed rail network.

3.7 Communications

The signalling in the Channel Fixed Link is equipped with a GSM-R track-to-train communication system.

The Channel Fixed Link is also fitted with the mobile communication Concession Radio system at GSM-R standard (operational in 2016).

3.8 Loading Gauge

All UIC loading gauges are accepted in the Channel Fixed Link, including UIC GC gauge.

However, the loading gauge for cross-Channel services is generally constrained by limits in adjacent networks. In particular, for freight trains bound for the classic Network Rail network, which has a more restrictive loading gauge (W9 or W6) beyond the Dollands Moor freight yard, only wagons respecting the relevant gauge can be accepted (NB: please note that wagon marking with “C.T.” initials is not required for operation in the Channel Fixed Link). Gauges UIC GC and GB+ are accepted on certain sections of the HS1 network.

3.9 Axle Load

The maximum permitted axle load is 22.5 tonnes (line of “category D4” and “class 5” under standard EN15528).

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3.10 Maximum Load

The maximum gross trailing weight authorised for rail freight trains is determined (outside braking capabilities and other rolling stock limitations) in relation to types of traction utilised. Current tonnage limits authorised for hauled convoys (excluding traction units) for currently authorised traction equipment are as follows:

Traction operated with 1 Class 92 locomotive (single unit)	1360 tonnes per train
Traction operated with 2 Class 92 locomotives (multiple unit)	1800 tonnes per train

3.11 Maximum Train Length

Maximum length for freight trains (including traction units)	750 metres
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However in practice this length may be limited by the maximum length permitted on surrounding networks (meaning on RFF, Network Rail and HS1 infrastructures, or beyond in Belgium, Germany, Switzerland, Italy or Spain).

3.12 Operating Speed

For best use of Channel Fixed Link capacity, the recommended operating speeds are 140km/h to 160km/h for passenger trains, and 120 km/h to 140 km/h for freight trains (wagons capable of 100km/h operation are also accepted, see section 4 below).

3.13 Rolling Stock Compatibility

RUs must ensure that their rolling stock is compatible with the Channel Fixed Link, and complies with currently applicable Technical Specifications for Interoperability, National Technical Specification Notices and relevant notified national technical rules (or for equipment predating current TSIs and NTSNs, holds a valid specific authorisation from the IGC for Channel Fixed Link operation)¹⁷. Following efforts of rationalisation, these requirements have been progressively simplified (TSIs, NTSNs & NNTRs instead of ad-hoc IGC requirements based on original stock before 2013, acceptance of distributed power by the IGC, GSM-R deployment, removal of duplication in NNTRs...).

3.13.1 Freight transport

Locomotives: Railway Undertakings shall use locomotives compliant with currently applicable Technical Specifications for Interoperability and National Technical Specification Notices (or for equipment predating current TSIs & NTSNs, holding a valid specific authorisation for Channel Fixed Link operation) and possessing the equipment adapted to and compatible with the Channel Fixed Link (see **Annexe 2**).

This provision (replacing a previous requirement for 30 minute running capability in fire) is made possible by the existence of four fire fighting stations (SAFE) that a rail freight train, in case of a fire on board, can reach within 15 minutes, whatever the location of the train in the running tunnels when the alarm is triggered.

Wagons: Rail freight wagons used in the Channel Fixed Link shall comply with currently applicable Technical Specifications for Interoperability¹⁸ and National Technical Specification Notices (or hold a valid specific authorisation for Channel Fixed Link operation) and with specific conditions in the Channel Fixed Link (see **Annexe 2**).

3.13.2 Passenger transport

Trains must be compatible with the Channel Fixed Link and compliant with currently applicable Technical Specifications for Interoperability and National Technical Specification Notices and notified national technical rules (or for equipment predating current TSIs and NTSNs, hold a valid specific authorisation for Channel Fixed Link operation) (see **Annexe 2**).

¹⁷ The demonstration of compliance with the technical requirements is made in a request for authorisation by the IGC and, where applicable, the Agency (with a scope limited to specific tunnel requirements for trains already authorised in other Member States)

¹⁸ internet address: www.era.europa.eu/Core-Activities/Interoperability/Pages/TechnicalSpecifications.aspx

4 CAPACITY ALLOCATION

Eurotunnel has established, for its function of capacity allocation, an organisation which ensures that train paths are allocated on a fair and non-discriminatory basis, and independently from any Railway Undertaking. The Railway Network Director (contact details in Section 1.1) discharges the essential functions of capacity allocation within a standardised process applying equally to all applicants on a non-discriminatory basis, following exactly the same methods, schedule, capacity offers, coordination, priorities, and dispute resolution processes for all applicants, with the prime duty of fairness, transparency, independence and non-discrimination.

Eurotunnel has undertaken within the framework of the Usage Contract to reserve for all Railway Undertakings up to 50% of Fixed Link capacity available in each hour and each direction. Priority will be given to requests for train paths in the Channel Fixed Link at 140 km/h and 120 km/h (freight) or 140km/h and 160 km/h (passengers). However, paths at 100 km/h will be available, particularly during off-peak and maintenance periods. The time periods and capacity of rail freight & passenger path catalogues are defined in par. 6.2 & 6.3).

The train paths are allocated with a period of validity not greater than the duration of the working timetable for which, or during which, the capacity has been granted.

4.1 Process

Railway Undertakings and other Applicants may send their requests (see forms provided in Annexe 6) for train paths to the Railway Network Director (contact details in Section 1.1) who will record them forthwith and forward the operational elements to the railway planners (Eurotunnel Train Planning) for analysis and verification.

Any information, whether given in writing or verbally by applicants, will be treated as strictly confidential. The capacity application dossiers prepared in liaison with applicants will comprise distinct sections segregating commercial (Access Dossier) and operational (Reservation request) information. Only the elements of operational information shall be made available to the operational services of Eurotunnel, and shared in due time with adjacent infrastructure managers and operators requiring this data in order to manage these train movements or “circulations”.

4.2 Schedule for Path Requests

4.2.1 Schedule for Working Timetable

Capacity is allocated essentially within the context of operations to prepare an annual working timetable, taking account of the operation of rail transport in programmed mode¹⁹ and the applicants' commercial requirements. The applicant presents its request dossier for train paths before the 8th month preceding the date of commencement of the working timetable.

Between the 8th and 5th months preceding that date, Eurotunnel analyses these requests, wherever required in cooperation with adjacent infrastructure managers, and implements the co-ordination process as laid down in Section 4.3.1 below.

During the 5th month, Eurotunnel communicates to the applicants the list of train paths proposed. Applicants have one month in which to submit any comments.

After this one month period, Eurotunnel will inform the applicants of the definitive proposals for train paths. The applicants then have a two week period in which to confirm their reservation requests or raise any complaints to Eurotunnel. The process laid down in Section 4.3.3 below is then implemented.

Eurotunnel produces the definitive timetable 3 months before commencement of the working timetable and informs the applicants of the train paths in the working timetable that have been allocated to them (see **Annexe 5** for the full calendar for processing of capacity requests).

¹⁹ “in programmed mode” refers to train paths pre-loaded or “programmed” in advance into the Rail Traffic Management system, as opposed to train paths created manually in real time by RCC operators as & when the train presents itself ready for circulation.

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4.2.2 Schedule for Requests outside the Timetabling Process

In order to satisfy the rail freight market's requirements for flexibility and reactivity, Eurotunnel implements a second accelerated timeline for requests for pre-established weekly paths for rail freight trains: applicants may submit their path requests as little as 2 weeks before the start of the working timetable, and Eurotunnel will endeavour to process these dossiers in order to allow the reservation and programming of paths 1 week before the start of the working timetable.

Eurotunnel will respond as quickly as possible to ad-hoc requests for individual train paths (passenger or rail freight) received outside the timetabling process. Information on available spare capacity within a specified time period will be provided to any applicant requesting it. On request by applicants, Eurotunnel can carry out technical feasibility studies for non-standard paths outside of the catalogue (special paths at lower speeds, or with special operating requirements, etc.), subject to availability.

4.2.3 2023 Working Timetable

Regarding the 2023 working timetable (applicable from Sunday 11th December 2022 to Saturday 9th December 2023), requests for weekly and/or individual train paths received during the course of the working timetable will be dealt with under the conditions set out in the paragraph above and in the order they are received. Each applicant whose request can be met will receive a detailed offer as quickly as possible based on the charges applicable (**Annexe 3** and **Annexe 4**).

4.3 Allocation Process

4.3.1 Co-ordination Process

During the scheduling process, when Eurotunnel encounters conflicts between different requests, Eurotunnel will attempt, through co-ordination of the requests, to ensure the best possible matching of all requirements. (2012/34 art.46.1)

When a situation requiring co-ordination arises, Eurotunnel proposes capacity alternatives differing from that which was requested, while endeavouring to respond as closely as possible to the needs of the applicant. (2012/34 art.46.2)

Eurotunnel will attempt to achieve a resolution of any conflicts, through consultation with the applicants concerned. (2012/34 art.46.3), while ensuring the traceability of its exchanges with applicants.

4.3.2 Principles for Capacity Allocation

In the process of coordinating capacity requests from applicants, during the resolution of conflicts between competing requests for the same capacities, or in potential future situations of congestion²⁰, Eurotunnel will take into account sequentially objective criteria for the purpose of transparency, listed below in decreasing order of priority:

- 1) the complexity of arranging the end-to-end international paths involved, including the overall distance of the rail services and the number of Infrastructure Managers involved in the creation of the path; (2012/34 art.46.4)
- 2) the impact on other users of the Channel Fixed Link network and of adjacent networks, and the ability to propose suitable alternative timings over the Channel Fixed Link railway network, in coordination with the Infrastructure Managers of other networks involved; (2012/34 art.46.4)
- 3) the requirement for the applicant to produce a frequent service for operational, commercial, economic or social reasons, and the proposed frequency of utilisation of a path by the rail services concerned (eg. service using a path every week vs. service using a path once a month, or on a seasonal basis, or once a year); (2012/34 art.45.3)
- 4) all other reasonable constraints and concerns expressed by applicants; (2012/34 art.45.4)
- 5) any framework agreements concluded with applicants;
- 6) except for particular circumstances with special constraints justified by a Railway Undertaking, light engine circulations will receive lowest priority.

²⁰ As provided for by Directive 2012/34/EU art.47.

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Wherever feasible in practice, Eurotunnel will propose solutions offering a reasonable compromise so as to allow all competing services to operate in the best possible way (2012/34 art.46.2).

In the event where Eurotunnel is unable to offer an acceptable solution within 2h30 either side of the timing requested (within a time period of theoretical availability on the catalogue, outside maintenance nights), the infrastructure is declared at congestion, and Eurotunnel triggers a capacity development plan, comprising in particular a study of evolutions in pre-established path catalogues (see par. 4.7).

4.3.3 Dispute Resolution Process

Without prejudice to the appeal arrangements set out in Sections 1.3.2. and 4.3.5, Eurotunnel makes available to applicants a system for the rapid resolution of conflicts in the allocation of infrastructure capacity²¹. The applicant should address claims to the Railway Network Director (contact details in Section 1.1).

The Eurotunnel dispute resolution process comes into force in response to written complaints from applicants.

Complaints must include the following elements:

- a reference to which train, path and / or schedule is concerned;
- a description of the solution the applicant believes the dispute resolution process should consider (both for the applicant and other applicant(s) whose provisionally allocated train paths could be modified);
- a justification of the constraints of operational, commercial or other nature explaining the critical requirement for a specific path (for instance, the lack of paths on an adjacent infrastructure (freight) or the organisation of overlaps for prior or subsequent train connections (passengers)), allowing the analysis of the grounds for the complaint.

Complaints are communicated by the Railway Network Director to the operator(s) whose allocated train paths are concerned.

Applicants whose provisionally allocated train paths could be modified must submit their response to Eurotunnel as quickly as possible after receipt of the complaint.

Eurotunnel will communicate its decision to the complainant and to any other operator involved in the process as soon as possible after the complaint and responses have been received, for a final decision within 10 working days. Each Eurotunnel decision will be communicated in writing and justified.

4.3.4 Withdrawal or Modification of Paths

The body responsible for allocating capacity reserves the right to withdraw or modify allocated train paths in the following cases:

- to allow unplanned safety-critical maintenance work to be carried out on rail infrastructure (2012/34 art.53.3);
- at the request of the IGC or either one of the Principals, or both Principals acting jointly, to give priority to defence transport;
- to ensure better use of the rail infrastructure. In this case and in accordance with Article 52 of Directive 2012/34/EU, Eurotunnel may require the surrender of a train path, at peak periods, which has been used less than 70% over a period of at least one month, unless this was due to non-economic reasons beyond the operator's control. Before any decision to modify or withdraw one or more train paths is taken, the applicants concerned will be given a month's notice and consulted. Surrender may be for the entire timetable period.

The capacity allocation body will inform as soon as possible the applicants concerned by this decision and specify the duration of the modification or withdrawal.

²¹ The dispute resolution process also applies to disputes regarding the performance regime (NS par.7).

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However, in an emergency, when absolutely necessary or if there is a compelling reason, particularly an accident or breakdown making the infrastructure temporarily unusable, or for any other reason preventing use of the infrastructure under normal conditions of safety, the allocating body may withdraw paths without warning for as long as it takes to repair the system or eliminate the cause of the shutdown.

4.3.5 Right of Appeal against Decisions by the Concessionaire

Where an applicant believes that it has been unfairly treated, discriminated against, or is in any way aggrieved as a result of a decision made by Eurotunnel, and in particular regarding capacity allocation decisions, the applicant may submit an appeal to the regulatory body (contact details in Section 1.3.2).

4.4 Allocation of Capacity for Maintenance, Renewal and Enhancement Works

Eurotunnel reserves the right to close part of the Channel Fixed Link for maintenance, notably every night, resulting in a Single Line Working period. Recurring maintenance in the rail tunnels is organised in programmed mode and normally performed during the nights of Saturday and Sunday between midnight and six o'clock in the morning; Single Line Working is thus used during these night-time periods. In the event of unscheduled maintenance works requiring a modification or withdrawal of train paths, the applicants concerned will be informed and consulted with at least six weeks' notice (except for the event of safety-critical works).

4.5 Special Measures in the Event of Disturbance

In the event of disruption to train movements caused by technical failure or accident, Eurotunnel will take all necessary steps to restore the normal situation. The Control Centres and designated personnel of RUs are required to inform each other of any incident which might affect traffic to and through the Channel Fixed Link.

They are also required to keep each other informed of expected and actual resumption of normal operations.

Regulation of trains in the Channel Fixed Link when services are operating "off schedule" is the responsibility of the RCC.

To deal with emergency situations, an intervention plan has been developed with the competent authorities in both countries. This plan includes a list of the different public bodies to be alerted.

In an emergency, and where absolutely necessary on account of a breakdown making the infrastructure temporarily unusable, the paths allocated may be withdrawn without warning for as long as is necessary to repair the system.

Eurotunnel may require RUs whose train has broken down to make available, and at their own cost, the appropriate resources to restore the normal situation as soon as possible. If such resources are not sufficient to remove the failed train immediately, Eurotunnel will remove the failed train using assistance trains, but will do so at the cost of the RU. These costs are defined in Chapter 6 (Charges).

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4.6 Connection to European Rail Freight Corridors

The Channel Fixed Link is connected with the European network of rail freight corridors at the Fréthun border point (Regulation EU 913/2010 concerning a European rail network for competitive freight). Eurotunnel cooperates closely with these corridors on interoperability development and commercial projects, and in particular with Rail Freight Corridor North Sea–Mediterranean (or «RFC-NSM», or «RFC2») which compiles an offer of pre-arranged long distance paths over this corridor departing from and arriving into the Fréthun border point, that can be requested by applicants at the following address:

Rail Freight Corridor North Sea–Mediterranean:

Address: RFC2-OSS, Rue Fonsny 13, B-1060 Brussels, Belgium

Email: oss@rfc2.eu

Telephone: +32 2 432 28 08 / +32 492 914 976

Internet: www.rfc-northsea-med.eu

The connection of the Channel Fixed Link to the European network of rail freight corridors should contribute to the efforts for the resolution of the barriers to development of cross-Channel rail freight, and in particular:

- by an improvement in the offer and quality of long distance paths towards the key markets for cross-Channel rail freight including Italy, Spain and Germany (via connections with other corridors).
- by enabling funding for investment on the resolution of interoperability barriers, in particular loading gauge constraints, signalling (ETCS/ERTMS) and electrification.
- by engaging with border crossing difficulties, in particular at Fréthun (RFN) where customs controls are carried out within a challenging environment (potential presence of migrants).

4.7 Safety, Operational Performance and Commercial Meetings

Eurotunnel and Railway Undertakings' management will meet periodically to review safety events affecting cross-Channel services, with the aim of improving operational safety conditions.

Eurotunnel, Railway Undertakings and managers of adjacent infrastructures will meet regularly to discuss operational performance relating to the use of the Channel Fixed Link, with the aim of improving reliability and availability for all parties concerned.

Railway Undertakings and Eurotunnel will regularly exchange information on traffic forecasts to ensure availability and optimum use of capacity of the Channel Fixed Link, and to allow anticipated evolutions of freight and passenger path catalogues offered by Eurotunnel in response to long term evolutions in demand.

For the development of new services requiring the design of new types of international train paths, it is advisable for Railway Undertakings to brief the managers of the networks concerned at least two years in advance prior to the start of the timetable period being targeted, in order to allow Eurotunnel and national infrastructure managers to coordinate together to study with the RU and build an offer of international train paths, which will thereafter be open to applicants for capacity requests as part of the working timetable process.

Where these processes of engagement and anticipation of demand are capable of leading to an amendment of path catalogues, Eurotunnel will consult with and associate operators concerned in its analysis, either through ad-hoc consultations or within its annual Network Statement consultation.

5 ADDITIONAL SERVICES

5.1 Abnormal Loads

Eurotunnel will make special arrangements to cater for the transport of certain abnormal loads, which may be accommodated within the special technical characteristics of the Channel Fixed Link. An additional charge may be made for carrying such traffic because of the specific costs incurred by Eurotunnel for the transit of the train.

5.2 Ancillary Services

Eurotunnel does not provide ancillary services on the Fixed Link Concession, but will be pleased to assist Railways Undertakings with its technical expertise where possible in their development of new services and, more generally, can provide consultancy services under terms and conditions to be defined with the client.

The RU might also need to access specialised installations, facilities and services for cross-Channel traffic outside the Eurotunnel Concession and controlled by other entities. These services are therefore not covered by the charging regime. The RUs are entitled to fair and non-discriminatory access to those essential facilities under Directive 2012/34/EU and should directly contact the entities controlling them.

5.3 Essential Services for Open Access Cross-Channel Freight

Eurotunnel does not provide essential services outside of the Fixed Link Concession. Ground services at the Fréthun and Dollands Moor frontier yards, carried out on the national railway networks outside of the Concession, are supplied by rail service providers under the responsibility of RUs. Cross-Channel traction services may be provided by other parties through and outside of Eurotunnel's Channel Fixed Link Concession.

6 CHARGES

6.1 Methodology and Charging Framework

In accordance with Chapter IV of European Directive 2012/34/EU, Eurotunnel implements a charging framework on a non-discriminatory basis allowing use of the Channel Fixed Link railway network by Railway Undertakings.

6.1.1 History of the Concession's Charging Framework

Resulting from the Treaty of Canterbury, the Fixed Link Concession Agreement and the Railway Usage Contract, the charging framework allowing access to the Channel Fixed Link railway network was originally established from the outset in 1987 on non-discriminatory and transparent bases, taking into account the costs of construction and operation of the Fixed Link, the situation of the transport market and optimum use of the Channel Fixed Link's capacity, based on traffic forecasts provided by Governments and state railway administrations²².

Thus the Fixed Link Usage Annual Statement charging regime reflects fundamentally the unique situation of Eurotunnel, private Concessionaire of the Channel Fixed Link, operator of an integrated road and rail transport system, permitting access by Railway Undertakings to an interconnection between the British and French rail networks. Eurotunnel is thus the private Concessionaire of a railway network built without Government subsidy²³, and funded exclusively out of access charges established by the charging framework of the Usage Contract.

6.1.2 Rules and Implementation of EU legislation charging principles

The charges published in the Fixed Link Usage Annual Statement have been designed to provide fair and non-discriminatory open access reflecting the charging framework of the Usage Contract, entirely based upon the long term costs of the Fixed Link, in accordance with EC Directive 2012/34 (Art. 8.4 & 32.3) and with the Fixed Link Concession Agreement.

The construction of the Fixed Link was completed after 1988 (in 1994), making this project compliant with the first criterion of article 32.3 of Directive 2012/34/EU.

The other criteria for application of article 32.3 of directive 2012/34/EU are also fulfilled by the Fixed Link since:

- The Fixed Link is a specific investment project: it constitutes the only undersea railway tunnel on the European continent, moreover financed exclusively by private funding. It allows the crossing through a natural barrier and seamless interconnection between the UK railway system and the continental railway system, which would previously and otherwise require a modal transfer via maritime or airline services, thus bringing a major increase in efficiency and competitiveness to cross-Channel rail services.
- The Channel Fixed Link project was from the outset a high risk project in terms of financial investment and traffic forecasts. This risk was all the larger for investors as it did not benefit from any public investment by both States chiefly concerned. As a result, the expected rate of return for the project was set at 11.7%.
- The access toll therefore reflects considerable investments (£10bn or 14 billion euros in 1994 values, of which 5 billion euros for the railway network) out of 100% private funding. Without the Usage Contract charging framework, it would have been impossible to attract the private funding necessary to the delivery of this project. Even with this charging framework, the return on investment on long term costs amounts barely to 3% at present.

The charging principle of long term costs recovery through access charges underpins the economic model for private funding of the Fixed Link. The applicability of this principle to the Channel Fixed Link construction project has been validated by the European Commission and by the IGC. The implementation of the long term costs principle to the construction investment within the charging structure of the Usage Contract has been demonstrated to the IGC-JEC.

²² 16.5 million passengers and 7.3 million tonnes were forecast in the Usage Contract for year 1993, with annual growth rates of 2.7% for passenger traffic and of 4.3% and 2.2% for rail freight traffic non-bulk and bulk respectively.

²³ In contrast to adjacent railway networks, with high levels of public funding from the States.

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The cost base of the Fixed Link railway network is established by the Usage Contract. The allocation of costs is determined under the Usage Contract, which implements these principles through a dual charging system justified by the covering of railway network construction investment recovery charges²⁴ on the one hand, and recovery of operating & renewal costs²⁵ on the other hand:

- For **Passenger Trains**, the evolution of the main element of the usage charges is governed by a long term indexation formula based on inflation²⁶ minus 1.1% per annum, meaning these charges have decreased in real terms by -27% between 1994 and 2023. Moreover, the charge per passenger offers a substantial reduction in access costs for the development of new services for new destinations and/or new operators, allowing a considerable saving on launch costs during the sensitive phase of build-up in load factors, thus facilitating market entry for new cross-Channel services.

In parallel to its launch-friendly charging system, Eurotunnel published in 2018 the **ETICA-Pax** incentive scheme aimed at rewarding the efforts and reducing the costs of development of new rail passenger services, to assist route start-ups until 2024.

- For **operation, maintenance & renewal costs** (“OMRC”), the Railway Usage Contract (“RUC”) signatories concluded in 2020, with full involvement of railway undertakings concerned (EIL) and under the supervision of the regulatory body, an agreement on the implementation of RUC provisions on operating costs for a 5-year cycle 2020-2024. This agreement offers 5 year stability and visibility on railway network costs²⁷, with stabilised renewals contributions, a variable element relating to operational performance, and introducing a variable recharge of energy consumptions for traction, while catering for the involvement of all passenger train operators, including Eurostar and future new entrants in Open Access, in contractual processes. For indicative purposes, in 2023 the charge per passenger train remains unchanged from 2022 before application of inflation, and shows a reduction in real terms of -11% between 2010 and 2023.
- For **Rail Freight Trains**, following an agreement with Governments and rail freight operators in 2007 (Memorandum of Understanding referred to in section 1.2) a single “RUC-OA” tariff grid was established for all rail freight traffic. This commitment represents a growth and Open Access effort by Eurotunnel equivalent to the efforts required by both RUC signatories and Governments, and based on the commitment by rail freight operators to grow their own traffic and facilitate traffic development by Open Access operators.

Following the success of the ETICA-Freight initiative in 2013, and in agreement with national and European authorities, Eurotunnel launched in **2014** a further initiative for the benefit of rail freight services, intensifying substantially its efforts for the development of cross-Channel rail freight. This initiative for freight 2014 comprises a reduction in access charges for night-time periods for regular traffic (-25% reduction on off-peak night Offer 1 tariffs versus 2013 tariffs, reduction of Friday night down to off-peak tariffs, -33% reduction on the maintenance night Offer 1A tariff versus 2013 tariffs, merger of offers 1A and 1B) and an extension of the ETICA start-up incentives programme (application period extended until 2018, broadened range of eligible traffic categories).

For the **2023** working timetable, the rail freight charging scales remain unchanged compared with 2022 and since the amended version of the 2014 Annual Statement, thus equating to further reductions in real terms (-11% in real terms vs. 2014). In order to cement the traffic relaunch initiated in 2016, Eurotunnel extends its **ETICA-Freight** programme until 2023, and invests more than 6M€ in the construction of a full train scanner on the RFN at Fréthun, operational since December 2019, allowing an acceleration of transit through the border in order to reinforce even further the safety and efficiency of rail freight via the Fixed Link.

It should be noted that the efforts undertaken by Eurotunnel will only produce their full effect insofar as the other parties concerned take in turn the necessary measures to resolve the **barriers to development** (border security, gauge, length, capacity, etc.) to contribute thus to the competitiveness and development of cross-Channel rail freight.

²⁴ IRC («Investment Recovery Charges»), representing 100% of tolls per passenger and 35% of tolls per passenger train in 2023.

²⁵ OMRC («Operating, Maintenance & Renewal Charges»), representing 65% of tolls per passenger train in 2023.

²⁶ See Annexe 4 “indexation”: RPI (UK Retail Price Index, all items) & IPC (Indice des Prix à la Consommation, France entière, hors tabac).

²⁷ See Annexe 4 “visibility over 5 years on Reservation Fees”

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The amounts of actual long term investment costs for the railway network with the corresponding return on investment, as well as the amounts of the operating, maintenance and renewal costs of the railway network with the corresponding charges, are provided in **Annexe 7** « Open Access Statistical Declaration »²⁸.

6.1.3 Charging scales

Eurotunnel, in accordance with European directives, has a charging body which establishes specific rules for charging and determines the payments for access to the Fixed Link that apply to freight and passenger transport services. The Railway Network Director discharges the essential functions of charging with the prime duty of non-discrimination and independence from any Railway Undertaking.

In particular the Railway Network Director ensures that access charges actually invoiced to all rail freight operators comply exactly with the rules and charging grid (Annexe 3) set out in the Fixed Link Usage Annual Statement (and are thus strictly non-discriminatory), and ensures that the application of the charging scales for passenger services (Annexe 4) results in charges compliant with the Usage Contract charging framework, and equivalent for different Railway Undertakings operating comparable passenger services²⁹.

The charges have been designed to accurately reflect (subject to adjustment or carry-over of any forecasting variances) the charging framework of the Usage Contract referred to in section 1.2.

Thus for Passenger traffic, the toll per passenger specified in the Usage Contract is translated exactly into the access fee per passenger of the Fixed Link Usage Annual Statement (see Annexe 4 «indexation of Access Fees»), while the annual fixed charge and operating, maintenance and renewals costs are fully reflected in the reservation fee per train (see Annexe 4 «conversion of Reservation Fees»).

For Rail Freight and Passenger Trains, the offers in the charging grid correspond to the following general services:

- handling of requests for infrastructure capacity;
- the right to utilise capacity which is granted;
- use of running track points and junctions in the common section;
- the control of train operation;
- the provision of information concerning train operation and any other information required to introduce or operate the service for which capacity has been allocated;
- use of the electric traction system;
- the supply of traction current;
- access to the emergency sidings in the event of an incident;
- use of the service tunnel and safety installations for passenger and crew evacuation in an incident.

The offers do not include shunting services in the event of a technical failure which are the subject of a separate and distinct charge (Annexes 3 & 4, paragraph E). The charging regime does not include any additional or complementary services.

²⁸ Open Access Statistical Declaration available on www.getlinkgroup.com/en/our-group/Eurotunnel-Railway-Network

²⁹ At the time of publication of this document, one single Railway Undertaking operated cross-Channel rail passenger transport services, as the incumbent operator has exclusive access to the existing fleet of cross-channel passenger trains authorised by the IGC.

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6.2 Rules of the Charging Regime for Freight Transport

The charging regime comprises 4 separate offers for freight trains, open to all Railway Undertakings without discrimination, and adapted to different profiles of usage of capacity based on objective criteria, with decreasing degrees of efficiency in utilisation, thus allowing to promote effective use of capacity (2012/34/EU art.26):

- Offer 1 – Reserved Weekly Train: One weekly (or daily) single crossing in the annual working timetable, in the same days on the same train paths reserved for all weeks in the period of the working timetable (or all remaining weeks if reserved during the working timetable) for the same service (origin/destination).
- Offer 2 – Reserved Individual Train: One or more single crossings in one or more individual single train paths reserved in the annual working timetable, or reserved during the working timetable.
- Offer 3 – Unreserved Additional Train: One or more single crossings unreserved in the annual working timetable, and without 24h advance planning at the latest, or planned less than a week in advance following an ad hoc request.
- Offer 4 – Light Engine Movement: One or more single crossings by locomotives without wagons unreserved in the annual working timetable, scheduled no sooner than one week in advance, and operated on stand-by.

This regime is based on a combination of two elements:

- the reservation fee is paid by any RU which has booked a Eurotunnel train path or train paths and varies according to the scheduled time of use (off-peak period, intermediate period, peak period or maintenance period) as set out in table 1 below.
- the access fee is paid by every RU for actual operation of its trains on Eurotunnel's common section and also varies according to the scheduled and actual time of use.

Administration costs will be charged under offers 2, 3 and 4 for requests for non-standard paths (special paths at lower speeds, or with special operating requirements, etc.) to cover the requirements for planning, safety or technical studies, and additional operational and management resources. Likewise, the access fee will be supplemented in certain conditions in the event of breakdown of a rail freight train in the Channel Fixed Link involving a prolonged stationary period, in particular for recurring failures (see par.7.2 & Annexe 3 par.E).

The charging scales applicable to freight trains are provided in **Annexe 3**.

Table 1: Daily Allocation of 2023 Capacities for freight trains

Period	Start Time*	End Time*	Catalogue Paths
Off-peak (**)	22:00	07:00	4tr/h (120 & 100)
Peak (morning)	07:00	11:00	2tr/h (120)
Intermediate	11:00	17:00	2tr/h (120)
Peak (evening)	17:00	22:00	2tr/h (120)
Maintenance (***)	23:00	07:00	7-13tr/night

(*) Railway operation on the Eurotunnel Concession operates at CET time (*Central European Time*), which is also the reference time in France, Belgium, Germany, etc.

(**) Nights of Monday (evening) to Friday (evening) and outside Maintenance periods, ie. extension to one additional off-peak night in 2014

(***) Recurring maintenance periods are henceforth limited to Saturday and Sunday nights. In addition Eurotunnel also organises one-off specific engineering works campaigns extending to Friday nights (ie. over three nights) over a few weeks per year, as well as heavy maintenance works during periods when traffic is very light (generally a few nights per year such as 31st December). Capacities offered during these large scale maintenance campaigns (and in particular Friday nights) are subject to modification as a result of these non-recurring works, but without affecting pricing for these additional periods (thus Friday night treated nonetheless as off-peak for charging purposes)

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6.3 Rules of the Charging Regime for Passenger Transport

The charging regime comprises 4 separate offers for passenger trains, open to all Railway Undertakings without discrimination, and adapted to different profiles of usage of capacity based on objective criteria, with decreasing degrees of efficiency in utilisation, thus allowing to promote effective use of capacity (2012/34/EU art.26):

- Offer 1 – Reserved Weekly Train: One weekly single crossing by passenger trains in the annual working timetable, on the same days in the same train paths reserved for all weeks in the period of the working timetable (or all remaining weeks if reserved during the timetable period).
- Offer 2: – Reserved Individual Train: One or more single crossings by passenger trains in one or more individual single train paths reserved in the annual working timetable, or reserved in advance during the timetable period.
- Offer 3: – Ad hoc Individual Train: One or more single crossings by passenger trains in one or more individual single train paths unreserved during the working timetable, and planned less than a week in advance following an ad hoc request.
- Offer 4: – Empty Passenger Rolling Stock Movement: One or more single non-commercial crossings by empty passenger trains, unreserved in the annual working timetable, planned no sooner than one week in advance, and operated on stand-by.

This regime is based on a combination of two elements:

- the reservation fee is paid by any RU which has booked a Eurotunnel train path or train paths and varies according to the scheduled time of use (off-peak, intermediate, peak, evening peak or maintenance period) as set out in table 2 below.
- the access fee per passenger is paid by every RU for actual operation of its trains on Eurotunnel's common section.

Management costs will be charged under certain conditions to cover the costs associated with preparing the operational and contractual terms and administration and billing costs.

The toll per passenger mechanism facilitates cross-Channel market entry for new services, as it allows for toll reductions during the build-up in passenger traffic. However it should be noted that traffic development is a criterion for path allocation: the access fee is subject to the requirement to ensure traffic in the best commercial and economic conditions, and to ensure the efficiency of the network; operators to whom train paths are allocated commit to a rational utilisation of capacity.

The charging scales applicable to passenger trains are provided in **Annexe 4**.

Table 2: Daily Allocation of 2023 Capacities for passenger trains

Period	Start Time*	End Time*	Catalogue Paths
Off-peak (**)	23 :00	07 :00	on request
Peak (morning***)	07 :00	11 :00	4tr/h
Intermediate	11 :00	17 :00	4tr/h
Peak (evening***)	17 :00	23 :00	4tr/h
Maintenance (****)	23 :00	07 :00	on request

(*) Railway operation on the Eurotunnel Concession operates at CET time (Central European Time), which is also the reference time in France, Belgium, Germany, etc.

(**) Nights of Monday (evening) to Friday (evening)

(***) Except for Saturday evening and Sunday morning, included in the Intermediate period

(****) Recurring maintenance periods are henceforth limited to Saturday and Sunday nights. In addition Eurotunnel also organises one-off specific engineering works campaigns extending to Friday nights (ie. over three nights) over a few weeks per year, as well as heavy maintenance works during periods when traffic is very light (generally being a few nights in the year such as 31st December), without affecting however pricing over these periods.

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6.4 Invoicing, Declaration and Verification

The RU must introduce a suitable system to record the traffic units (number of passengers or trains and tonnes of freight) actually transported through the Channel Fixed Link. The RU will provide Eurotunnel, by the 1st working day in the month, with a monthly declaration certifying the traffic units carried on each train movement in the previous calendar month (with an annual adjustment in the first quarter of the following year, allowing to take into account any corrections, such as differences resulting from temporary, incomplete or estimated data employed at month-end). The recording procedures, information contained in the declaration, and the verification and audit requirements are described in the access terms and conditions.

This information is destined to be used for billing purposes in the case of passenger trains and freight trains and for updating the charging regime. It will also be used for declarations and statistics for the national or European authorities. Eurotunnel will keep the detailed information it receives from the RU strictly confidential in accordance with the confidentiality clause in the access terms and conditions.

Payment terms are set out in **Annexes 3 and 4**.

6.5 Discounts

6.5.1 Specific Discounts

As provided for by EC directives (2012/34/EU article 33.3³⁰), Eurotunnel may at its own discretion decide to introduce a discount scheme available to all Railway Undertakings, granting time-limited discounts to encourage the development of new rail services. Eurotunnel may carry out controls to ensure that the discount applies to new services and capacities, and will make sure that access to discounts is non-discriminatory, and similar discounts apply to similar services.

Wherever Eurotunnel decides to introduce a specific discount scheme, it will publish its conditions and criteria transparently alongside the Fixed Link Usage Annual Statement. Any specific discounts will apply in parallel to the Annual Statement, without any modification of the tariff grids, so as to maintain transparency and traceability in the application of charges. The administration of any such discount scheme will be carried out by the Railway Network Director, with the specific duty of ensuring its fairness, non-discrimination and independence from any Railway Undertaking, and to be capable of demonstrating the objective application of published conditions and criteria.

Eurotunnel published (after consultation) in 2013 the conditions for ETICA-Freight (Eurotunnel Incentive for Capacity Additions), a system of incentives for the development of new rail freight services. The detailed ETICA-Freight terms & conditions are available on the Eurotunnel railway network webpage³¹. Following the success met by the initial launch of ETICA in 2013, Eurotunnel extended in 2014 the opening period for applications to the ETICA scheme until 2018, and extended its criteria of eligibility to a broadened range of rail freight service categories. In order to cement the traffic relaunch initiated in 2016, Eurotunnel decided in 2018 to extend its ETICA-Freight programme until 2023.

In 2018, Eurotunnel published the ETICA-Pax incentive scheme aimed at rewarding efforts and reducing costs of development of new rail passenger services, to assist route start-ups. The detailed ETICA-Pax General Conditions applicable for services launched until 2023 are available on the Eurotunnel railway network webpage.

6.5.2 General Discounts

In accordance with the provisions of the directives³², Eurotunnel may decide to introduce schemes granting discounts encouraging the optimal management of the infrastructure. In this event, Eurotunnel will integrate such general discounts directly within the Fixed Link Usage Annual Statement charging scales.

The initiative for freight 2014 described in paragraph 6.1.2 above comprises a reduction in access charges for night-time periods for regular rail freight traffic, within the established framework of General Discounts, and which is directly reflected in the charging scales of Annexe 3. It is hereby reminded wherever required that the “full fare” tariff is the reference tariff of Eurotunnel’s charging scales, and that the reduced rail freight charging proposed for night-time hours is thus fully compliant with the provisions of applicable regulations.

³⁰ Article 33.3 Infrastructure managers may introduce schemes available to all users of the infrastructure, for specified traffic flows, granting time limited discounts to encourage the development of new rail services, or discounts encouraging the use of considerably underutilised lines.

³¹ ETICA General Conditions available on www.getlinkgroup.com/en/our-group/Eurotunnel-Railway-Network

³² Directive 2012/34/EU (art. 26, art. 32.3, art. 33.3)

7 PERFORMANCE REGIME

7.1 Performance Monitoring & Improvement Process

Eurotunnel operates a performance monitoring and improvement process comprising weekly (or more frequent) conference calls with Railway Undertakings and quarterly interface meetings involving international train operators & adjacent infrastructure managers in a performance working group³³.

The performance monitoring process consists of the analysis of information from the operational systems of the Concessionaire and exchanges with Railway Undertakings, in order to produce the measurement of delays and reporting of delay causes (in accordance with 2012/34/UE art.35.2 & Annexe VI par.2.b/c/d). Delays are classified and reported under time brackets of <3 minutes, <5 minutes, <10 minutes and >15 minutes (the latter of which are further detailed under the brackets of >30 minutes, >60 minutes and >120 minutes, and followed up individually by incident). The performance monitoring also covers the analysis of trains presented late on arrival from the interfaces with adjacent networks.

Performance monitoring reports are utilised by the performance improvement process which focuses on the analysis and follow up of operational incidents and performance improvement measures (as per 2014/34 art.35.1). Each participant in the performance process is required to account for the operational incidents caused by its services which may have resulted in delays to other services. As part of the incident review process (or “REX” for “Retour d’Expérience”), events of major incidents, but also any incidents with an impact on Channel Fixed Link operations safety, or repetitive faults by one type of equipment, may lead to a requirement for specific performance improvement plans, aiming to eradicate the fault or reduce its probability and/or its impact. This may comprise reliability enhancement plans or modification programmes by a Railway Undertaking for a specific vehicle or a family of components, or lead to a temporary ban from Channel Fixed Link operations for identified equipment until correction of the fault, and likewise for Eurotunnel, or possibly even an investment project to enhance the reliability or resilience of the Channel Fixed Link.

Eurotunnel publishes an annual summary³⁴ of its performance regime (cf. 2012/34 A.VI par.2.h).

7.2 Penalties for Performance Incidents comprised within the Charging Regime

The Channel Fixed Link’s charging regime provides strong and balanced economic signals for the Concessionaire and Railway Undertakings to minimise disruption to the railway network:

Where a Railway Undertaking operating a rail freight train or a passenger train experiences a technical fault or operational incident leading to a stoppage in the Channel Fixed Link exceeding 15 minutes, the operational rules of the RCC may trigger the dispatching of a rescue train to extract the broken down train from the main lines of the Channel Fixed Link. In this event, the Railway Undertaking will be liable for the additional charges specified in paragraph E of Annexe 3 (freight trains) or Annexe 4 (passenger trains).

Where Eurotunnel is responsible for disruption to circulations in the Fixed Link, Eurotunnel will forfeit the IRC portion of reservation charges for the trains cancelled as a direct result and in the immediate aftermath of the incident it has caused. The reciprocal waiver of recourse applying between Eurotunnel and Railway Undertakings using the Channel Fixed Link (see paragraph 2.7.1) will result in neither the Railway Undertakings nor Eurotunnel being liable for each other’s consequential loss of revenue following events of performance disruption (NB: in this respect Eurotunnel notes that rail freight operators are particularly sensitive to the risk of financial penalties, and support this approach).

8 ADDITIONAL INFORMATION

Please contact Eurotunnel’s Railway Network Director.

³³ Without prejudice to appeal procedures, in case of disagreement at operational level on delay cause attributions or delay durations, participants in operational interfaces & performance working group processes may submit their differences to the dispute resolution process as described in par.4.3.3, applied to delay reporting matters in place of capacity allocation disputes (as per 2012/34 Annex VI par.2.g)

³⁴ Annual performance regime summary available at www.getlinkgroup.com/en/our-group/Eurotunnel-railway-network

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ANNEXE 1

OPERATING RULES

1 Operating Rules Documentation

The documents containing operating rules applicable to Railway Undertakings are called "interface documents" and are divided into 3 categories:

Safety Arrangements. Eurotunnel, in collaboration with railway undertakings, has established a suite of operating rules as required by Chapter IV of the TSI OPE. These documents contain compulsory rules on all parties:

- Volume C1: Rules applicable by the Infrastructure Manager (INFR 0500)
- Volume C2: Rules applicable to Railway Undertakings (INFR 0501)
- Volume C2 – Annexe 1: Special Rules applicable to Passenger Trains (INFR 0510)
- Volume C2 – Annexe 2: Special Rules applicable to Freight trains (INFR 0511)
- Volume E: Internal Operations Plan (ORE 2000)
- Volume F: Carriage of dangerous goods (SAFD 0075)

Operating and Interface Principles. These documents develop the themes already covered in the Safety Arrangements, defining the resulting requirements which apply to RUs, and set out a framework for the production of compulsory rules for use by Railway Undertakings:

- Train Movements (INFR 0016)
- Management of a fire on board a train or in the tunnel – Passenger evacuation (INFR 0019)
- Traffic Safety Advice (RWAY 2001)
- Dangerous Goods Principles (SAFD 0076)
- Leaflet of Forms of Procedures (ORCC 3084)
- Glossary of terms and abbreviations used in Safety Arrangements (SAFD 0070)

The Operating Temporary Instructions (OTIs) and Operating Urgent Instructions (OUIs) applicable by RUs. These documents set out rules that are to be applied temporarily and/or urgently, and only in a particular situation: emergencies, temporary requirements, special technical requirements...

The documents listed above are written in English and French and maintained up-to-date by Eurotunnel, who distributes systematically the applicable versions to the documentation correspondents designated by Railway Undertakings operating Channel Fixed Link services or upon demand to Railway Undertakings preparing their applications for access to the Eurotunnel Railway Network, in order to ensure that RUs are at all times in possession of the valid versions of all documents applicable to them.

2 Provisions relating to Rolling Stock

Railway Undertakings must ensure that the rolling stock used is compatible with the Channel Fixed Link and has been authorised by the IGC, or the IGC and the Agency, . **Annexe 2** gives a summary of the specifications required for units used to compose freight or passenger trains. The details of the specifications are available within the applicable TSIs (available from OJUE and on the Agency's website), the NTSNs, and in the Channel Tunnel Reference Document for Cross-Acceptance³⁵ (available on the IGC's website). As the Fixed Link comprises specific voltage regulation equipment for the catenary system, it is advised to contact Eurotunnel for further information on the detailed requirements linked to this specificity.

Rolling stock must be maintained in accordance with good railway practice. In particular Eurotunnel recommends careful attention to the stable temperature conditions prevailing in the running tunnels throughout the year, which may lead during winter periods to condensation phenomena and cause disruption to rolling stock in the event of inadequate maintenance or protection against snow infiltrations. In the event of recurring or systemic incidents, and in order to ensure safety and regularity of operations in the Channel Fixed Link, the equipment concerned may be the subject of appropriate operating restrictions or specific verifications by Eurotunnel as part of the incident review process (or "Retour d'Experience").

³⁵ see "Channel Tunnel Reference document for cross-acceptance" on www.channeltunneligc.co.uk/regulations-and-guidance

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3 Provisions relating to Railway Undertaking Personnel

Competency of RU personnel

The Channel Fixed Link Concessionaire aspires to the highest safety level possible. To deliver this objective, the RU must cooperate fully with ET and ensure in particular that its personnel are regularly and comprehensively trained to the specifics of the installations.

For all rolling stock destined for circulation through the Channel Fixed Link, in every possible configuration, the arrangements for crew, including their number, organisation, training and safety procedure attributions in order to cover the range of risks determined by the risk assessment carried out by the RU, will have to lead to a safety level globally at least equivalent, and to be described in their safety management system.

The requirements for vocational skills of crew are set in chapter 4.6 of the revised OPE and SRT TSIs. The Railway Undertakings and the Concessionaire are bound by a duty of good cooperation on all matters related to safety management systems. In particular, all procedures for managing emergency situations in the Channel Fixed Link and corresponding training courses will be prepared by Railway Undertakings in collaboration with Eurotunnel.

Each RU crew member receives, in addition to documents certifying their competency for the performance of their duties, a specific "Channel Tunnel Certification". This Certification will certify their competency for the utilisation and operation of equipment, procedures and operating conditions specific to the Fixed Link.

Training courses required for the delivery of the Channel Fixed Link Certification are prepared and delivered by the Railway Undertaking, which presents the contents of its training to Eurotunnel for any comments. Such training may also be provided by Eurotunnel, as an additional service.

Each crew member must regularly take part in exercises of knowledge maintenance and application of safety operating instructions specific to the Concession.

In addition, the competency for train driver duties on the Concession requires specific training regarding knowledge of Eurotunnel's infrastructure.

Official languages

English and French are the languages used for operation of the Channel Fixed Link system. The two languages have equal status and are both valid. RCC Controllers are bilingual, allowing them to communicate with all RU personnel in English or in French.

Railway Undertaking on board personnel must be able to convey and understand the standard messages of operating documentation in at least one of the two languages. It is, however, desirable that these personnel are able to communicate effectively in both languages.

Breaches of rules by personnel on duty

Breaches of rules by RU personnel on duty on board trains (crew member not complying with, or displaying behaviour suggesting that they do not comply with, Eurotunnel operating rules and directions) will be dealt with by the Railway Undertaking concerned under its own or other appropriate disciplinary procedures.

4 Establishment of evacuation procedures for trains

Railway Undertakings operating new rolling stock will have to ensure that evacuation procedures, as described in their Safety Management System, lead to a level of safety for evacuated persons at least as high as for existing approved rolling stock. To this effect, a GAME safety demonstration (globally at least equivalent) will need to be carried out as part of its application for safety certification. This demonstration will need to take into account the configuration and capacity of rolling stock as well as the arrangements for crew (their number, organisation, training). These elements will have to be included in the risk assessment carried out by the Railway Undertaking. New rolling stock will also need to be assessed under the Common Safety Method for risk assessment.

For the safety demonstration, Railway Undertakings will have to use efficient tools for modelling evacuation efficiency (studies and/or software tools). The evacuation studies and models realised will have to demonstrate the preservation or improvement of the safety level for all reasonably anticipated incident scenarios and configurations.

The effectiveness of the evacuation management strategy will have to be demonstrated, taking into account:

- on the one hand, Channel Fixed Link safety management procedures (ventilation, etc.),
- on the other hand, configuration features of the trains to be protected, availability and competency of onboard staff.

In particular, the operation of the ventilation system, managed from the Control Centre, is an important criterion to be taken into account in respect of the effectiveness of evacuation procedures.

In crisis situations, the “Poste de Commandement Opérationnel” (PCO in France) or the Incident Control Centre (ICC in UK) is activated and the organisation of rescue operations is managed under the direction of the public authorities.

Such evacuation procedures will need to be developed in collaboration with, and with the agreement of Eurotunnel who intervenes directly with Railway Undertakings in the management of these situations.

ANNEXE 2

TECHNICAL SPECIFICATIONS CONCERNING THE ROLLING STOCK

This Annexe constitutes only an explanatory summary for information which in no way prejudices acceptance of the dossier by the bodies concerned. It may be revised as appropriate during the period of the working timetable in order to take into account any evolutions in safety specifications applying to rolling stock destined for Channel Fixed Link operations.

1 FREIGHT TRAINS

1.1 Locomotives

The locomotives (or distributed power rakes) accepted have to be compliant with the Technical Specifications for Interoperability and the corresponding National Technical Specification Notices (or hold a valid specific authorisation for Channel Fixed Link operation) and possess the equipment and performance required for Channel Fixed Link operation, as detailed in the Channel Tunnel Reference Document for Cross-Acceptance of Rail Vehicles³⁷ available from the IGC and ERA, comprising in particular the following characteristics:

1.1.1 Cab signalling

The leading cab of all trains using the Channel Fixed Link must be equipped with a cab signalling equipment system compatible with the signalling system TVM 430 with CTFL setup.

This equipment must be completed with an Automatic Train Protection (ATP) system of speed control compatible with Channel Fixed Link systems.

1.1.2 Train Communication

All trains using the Channel Fixed Link must be equipped with a fixed cab radio (track-to-train radio) using GSM-R technology.

Trains must also be equipped with a mobile handset (known as "Concession Radio") using GSM-R technology, as well as a public mobile phone handset (as backup for any failure of the GSM-R equipment).

1.1.3 Fire Protection

Locomotives must comply with the Technical Specifications for Interoperability and the corresponding National Technical Specification Notices. In particular, pursuant to TSI SRT 4.4.6(a)(3), freight locomotives need to have running capability equivalent to that of category B passenger rolling stock in the event of fire.

1.1.4 Protection against winter conditions

Eurotunnel recommends careful attention to the fact that traction equipment must be provided with adequate safeguards to ensure continued performance in winter conditions. In particular, it must be protected against the ingress of snow and against condensation phenomena (NB: this reminder does not constitute a supplementary requirement in addition to TSIs.)

1.1.5 Batteries

In compliance with the SRT TSI, battery life duration in use needs to be at least 90-minutes. In the event of failure of the locomotive's battery charger, the locomotive must be able to operate at full performance for at least 30 minutes.

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1.1.6 Rescue

Coupling systems in compliance with the requirements of TSI Loc&Pas allow rescue of an immobilised train by Eurotunnel rescue units or by another locomotive of the same type.

The locomotive will be equipped with lifting points, in compliance with the Loc&Pas TSI.

1.1.7 Traction Performance

Traction performance in normal and degraded modes must be compliant with the Technical Specifications for Interoperability.

1.1.8 Braking

With all braking systems operational, a freight train (MA100/ME100/ME120) proceeding to emergency braking must be able to respect, on dry rails, a stopping distance of (respectively) 1040m/900m/1070m without triggering operation of the anti-slippage device.

In case of loss of braking power, during prolonged stoppage periods, a “parking brake” must guarantee the immobilisation of the train on gradients of 11‰ and under adverse wind conditions of 70m/s in the running tunnels (aerodynamic piston effect) and 45m/s on the terminals. (NB: this reminder for non-TSI vehicles does not constitute a supplementary requirement in addition to TSIs)

1.2 Freight Wagons

Wagons have to be compliant with the Technical Specifications for Interoperability and the corresponding National Technical Specification Notices (or hold a valid specific authorisation for Channel Fixed Link operation), and comply with the specific requirements for operation in the Channel Fixed Link detailed in the Channel Tunnel Reference Document for Cross-Acceptance³⁷ available from the IGC.

The specific requirements for operation in the Channel Fixed Link comprise in particular the characteristics of resistance to lateral forces (pressure peaks at piston relief ducts)³⁶ concerning notably tarpaulins on wagons, swap bodies and semi-trailers. Railway Undertakings must also ensure the integrity of wagons to prevent the dispersal of dusty loads in the running tunnels, fire resistance of materials and compatibility with the hot axle-box detectors.

All main types of wagon are permitted in the Channel Fixed Link, and notably the following:

- hopper wagons;
- covered wagons;
- wagons with sliding doors;
- intermodal wagons for containers / swap bodies / refrigerated containers (reefers);
- wagons for transporting cars;
- wagons with mechanical hoods;
- flat wagons;
- tank wagons.

Eurotunnel recommends that new wagons should be designed for a speed of 120 km/h (or greater) in loaded conditions.

(NB: Channel Fixed Link gauge and loading capabilities are specified in paragraph 3 of the NS).

³⁶ NB: the UK gauge restrictions and CT marking featuring in UIC leaflet 503 are not requirements for operation in the Channel Fixed Link.

2 PASSENGER TRAINS

The authorisation of new passenger trains in the Channel Fixed Link is conditional upon compliance with the Technical Specifications for Interoperability (TSI) for Rolling Stock (TSI relating to the “rolling stock – locomotives and passenger rolling stock” sub-system of the rail system in the EU, or TSI Loc&Pas) and Tunnels (TSI on “safety in railway tunnels” of the rail system in the EU, or TSI SRT), with the corresponding UK National Technical Specification Notices (NTSNs), and with relevant notified national technical rules (or for equipment predating the TSIs and NTSNs, holding a valid specific authorisation from the IGC for Channel Fixed Link operation).

The specific requirements for operation in the Channel Fixed Link are detailed in the Channel Tunnel Reference Document for Cross-Acceptance of Rail vehicles³⁷ available from the IGC and ERA.

ANNEXE 3 - CHARGING SCALES FOR FREIGHT TRAINS

A. The charging regime comprises 4 parts corresponding to 4 separate offers for freight trains:

- Offer 1:** Reserved Weekly Train: One weekly (or daily) single crossing in the annual working timetable, in the same days on the same train paths reserved for all weeks in the period of working timetable (or all remaining weeks if reserved during the working timetable), on the same service (origin/destination).
- Offer 2:** Reserved Individual Train: One or more single crossings on one or more individual single train paths reserved in the annual working timetable, or reserved during the working timetable.
- Offer 3:** Unreserved Additional Train: One or more single crossings unreserved in the annual working timetable, and without 24h advance planning at the latest, or planned less than a week in advance following an ad hoc request.
- Offer 4:** Light Engine Movement: One or more single crossings by locomotives without wagons unreserved in the annual working timetable, planned no sooner than one week in advance, and operated on stand-by.

B. Details of the charges are given in the following pages. Administration costs will be charged under offers 2, 3 and 4 for requests for non-standard paths (special paths at lower speeds, or with special operating requirements, etc.) to cover the requirements for planning, safety or technical studies, and additional operational and management resources.

C. The "peak", "off-peak", "intermediate" and "maintenance" periods referred to in the offers are defined as follows:

- Off-peak periods: 22:00 -> 07:00 on nights of Monday (evening) to Friday (evening) & outside Maintenance periods
- Intermediate periods: 11:00 -> 17:00 (all times are CET - Central European Time)
- Peak periods: 07:00 -> 11:00 and 17:00 -> 22:00
- Maintenance periods: 23:00 -> 07:00 on nights of Saturday (evening) and Sunday (evening)

In the case of trains running late or early compared with their reserved time period, the charge for the reserved train path will apply up to a limit of 10% of the annual movements of this train (excluding delays caused by external IMs). Beyond this threshold, the charges of Offer 3 will apply.

D. Payment terms are as follows:

- Reservation fees are chargeable upon conclusion of the reservation contract between the Railway Undertaking and Eurotunnel. They are payable at the start of the month following the date(s) scheduled for the train's crossing (3rd working day after invoice date).
- Access fees are chargeable upon the running of the train(s) and are payable at the start of the month following the train(s) running date (3rd working day after invoice date).
- Administration costs, where applicable, are chargeable upon conclusion of the reservation contract (or ad-hoc request) and payable at the start of the month following its conclusion (3rd working day after invoice date).
- Payment delays will give rise to late payment interest charges (IBOR+3%) applied from the invoice date.

E. In the event of technical breakdown of a freight train in the Channel Fixed Link involving a stationary period exceeding 15 minutes, the access fee is supplemented by the charge for a 100km/h Offer 3 path for the charging period of departure of the train involved. This charge is reduced by 20% if the train operator organises its own shunting service within the timeframe afforded by the RCC for the train's rescue. Eurotunnel may objectively justify to renounce to apply the balance (80%) of this charge if the operator presents an effective reliability enhancement plan for the defective traction unit, preventing the future recurrence of the failure involved (and taking into account the previous breakdown history of this equipment).

F. Prices are quoted exclusive of VAT and TVA (each applicable on 50% of the taxable basis in EUR and GBP) and any other taxes which may be due and payable under applicable taxation regulations. Charges are shown in pounds and euros and invoiced separately in each currency.

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Freight Trains

Offer 1

Reserved Weekly Train: One weekly (or daily) single crossing in the annual working timetable, in the same days on the same train paths reserved for all weeks in the period of the working timetable (or all remaining weeks if reserved during the working timetable), on the same service (origin/destination).

This tariff offer is the base tariff relevant for the vast majority of rail freight services, which are planned regular services organised in advance, either during the annual timetable process or during the year.

The access charge comprises a reservation fee per train one way and an access fee per train one way, without administration costs, corresponding to a weekly one way train path which is fixed for every remaining week of the year. Should a traffic flow cease during the year, the reservation can be cancelled subject to giving 30 days' notice and the reservation fees will no longer be payable after the notice period.

Administration charge: 0 euros per contract (this charge is not applied in the event of a simple request for pre-established paths, which is indeed the case for reserved weekly paths).

Prices per train one way: Prices are quoted in pounds and euros, and invoicing is carried out in each currency.

Train @120 km/h & 140km/h	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ RF+AF /train o/w (based 52 trains o/w pa)
off-peak period	120 km/h or 140 km/h	151.88 € + £ 101.25	1,366.88 € + £ 911.25	2,683 € /train
intermediate period	120 km/h or 140 km/h	225.00 € + £ 150.00	2,025.00 € + £ 1,350.00	3,975 € /train
peak period	120 km/h or 140 km/h	247.50 € + £ 165.00	2,227.50 € + £ 1,485.00	4,373 € /train
Train @ 100 km/h	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ RF+AF /train o/w (based 52 trains o/w pa)
off-peak period	100 km/h	168.75 € + £ 112.50	1,518.75 € + £ 1,012.50	2,981 € /train
Maintenance periods	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ RF+AF /train o/w (based 52 trains o/w pa)
All trains @ 100 km/h	100 km/h	225.00 € + £ 150.00	2,025.00 € + £ 1,350.00	3,975 € /train

(2023 prices)

(2023 prices)

(2023 prices)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Freight Trains

Offer 2

Reserved Individual Train: One or more single crossings in one or more individual train paths reserved in the annual working timetable, or reserved during the working timetable.

This tariff offer is relevant and useful for the needs of organising one-off services such as rolling stock deliveries, special shipments, etc. with a non-recurrent requirement for train paths, and thus allowing to save weekly reservation fees under offer 1.

The access charge comprises administration costs per contract (the contract may include one or more crossings or train paths in the Fixed Link), a reservation fee per train one way and an access fee per train one way.

Administration charge: 7500 euros per contract (this charge applies to requests for special paths outside the pre-established catalogue, or with special operating requirements - it is not applied in the event of a simple request for pre-established paths).

Prices per train one way: Prices are quoted in pounds and euros, and invoicing is carried out in each currency.

Train @120 km/h & 140km/h	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ RF+AF /train o/w (based 1 tr/RF)
off-peak period	120 km/h or 140 km/h	214.65 € + £ 143.10	1,931.85 € + £ 1,287.90	3,792 € /train
intermediate period	120 km/h or 140 km/h	238.50 € + £ 159.00	2,146.50 € + £ 1,431.00	4,214 € /train
peak period	120 km/h or 140 km/h	262.35 € + £ 174.90	2,361.15 € + £ 1,574.10	4,635 € /train
Train @ 100 km/h	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ RF+AF /train o/w (based 1 tr/RF)
off-peak period	100 km/h	238.50 € + £ 159.00	2,146.50 € + £ 1,431.00	4,213 € /train
Maintenance periods	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ RF+AF /train o/w (based 1 tr/RF)
All trains @ 100 km/h	100 km/h	357.75 € + £ 238.50	3,219.75 € + £ 2,146.50	6,320 € /train

(2023 prices)

(2023 prices)

(2023 prices)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Freight Trains

Offer 3

Unreserved Additional Train: One or more single crossings unreserved in the annual working timetable, and without 24h advance planning at the latest, or planned less than a week in advance following an ad hoc request.

This tariff offer is useful for the needs of organising at very short notice one-off services with planning difficulties, requiring urgent adaptations to the transport plan and additional follow up compared with reserved circulations, while saving additional reservation fees under offers 1 or 2.

The access charge comprises administration costs for each contract (the request may include one or more crossings or train paths in the Fixed Link) and an access fee per train one way. This price applies in particular to Offer 1 and 2 trains running later or earlier than their reserved time period beyond a threshold of 10% of the annual movements of these trains, and this tolerance threshold is assessed annually for each nature of service, in order to allow this to benefit equally all Railway Undertakings (NB: reinsertion train paths for daytime 100km/h trains [shown on grey background] are exclusively produced in real time for traffic regulation purposes only and cannot be reserved).

Administration charge: 7500 euros per contract (this charge applies to requests for special paths outside the pre-established catalogue, or with special operating requirements - it is not applied in the event of a simple request for pre-established paths).

Prices per train one way: Prices are quoted in pounds and euros, and invoicing is carried out in each currency.

Train @120 km/h & 140km/h	Operating speed	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ AF /train o/w
off-peak period	120 km/h or 140 km/h	2,227.50 € + £ 1,485.00	3,935 € /train
intermediate period	120 km/h or 140 km/h	2,475.00 € + £ 1,650.00	4,373 € /train
peak period	120 km/h or 140 km/h	2,722.50 € + £ 1,815.00	4,810 € /train

Train @ 100 km/h	Operating speed	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ AF /train o/w
off-peak period	100 km/h	2,475.00 € + £ 1,650.00	4,372 € /train
intermediate period	100 km/h	3,712.50 € + £ 2,475.00	6,559 € /train
peak period	100 km/h	4,950.00 € + £ 3,300.00	8,745 € /train

Maintenance periods	Operating speed	Access fee per train o/w	Equivalent price combined Euros £1=1.15€ AF /train o/w
All trains @ 100 km/h	100 km/h	3,712.50 € + £ 2,475.00	6,559 € /train

(2023 prices)

(2023 prices)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Freight Trains

Offer 4

Light Engine Movement: One or more single crossings by locomotives without wagons unreserved in the annual working timetable, planned no sooner than one week in advance, and operated on stand-by.

This tariff offer is relevant and useful for the needs of organising non-commercial circulations, offering an economical and efficient solution for this type of service compared with offers 1, 2 et 3, subject to operational optimisation efforts (no leftover convoys available for departure).

This access charge for single crossings meets operational requirements for transferring cross-Channel locomotives without wagons between the UK and France. This Offer requires a train path to be planned on a short term basis (not more than one week prior to the day of running) and operated on a stand-by basis (with lowest priority compared to all commercial trains). The access charge comprises administration costs for each contract (the request may include one or more crossings or train paths in the Fixed Link) and an access fee per train one way.

The contract may be combined with the contracts for Offers 1, 2 or 3 (for which traction was performed by the same Railway Undertaking) so as to make a single contract. In this case, Offer 4 train movements are only charged the access fees set out below beyond the threshold of 40% of annual train circulations under these contracts, these access fees being included in the access fees charged under the Offer 1, 2 and 3 contracts below that threshold (NB: the threshold level is designed to be reduced year on year).

Administration charge: 7500 euros per contract (this charge applies to requests for special paths outside the pre-established catalogue, or with special operating requirements - it is not applied in the event of a simple request for pre-established paths).

Prices per train one way: Prices are quoted in pounds and euros, and invoicing is carried out in each currency.

Outside maintenance periods	Operating speed	Access fee per train o/w
All trains @120km/h or 140km/h	120 km/h or 140 km/h	1,125.00 € + £ 750.00

Equivalent price combined Euros £1=1.15€ AF /train o/w
1,988 € /train

Maintenance periods	Operating speed	Access fee per train o/w
All trains @ 100 km/h	100 km/h	2,250.00 € + £ 1,500.00

Equivalent price combined Euros £1=1.15€ AF /train o/w
3,975 € /train

(2023 prices)

(2023 prices)

ANNEXE 4 - CHARGING SCALES FOR PASSENGER TRAINS

A. The charging regime comprises 4 parts corresponding to 4 separate offers for passenger trains:

- Offer 1:** Reserved Weekly Train: One weekly single crossing by passenger trains in the annual working timetable, on the same days in the same train paths reserved for all weeks in the period of the working timetable (or all remaining weeks if reserved during the timetable period)
- Offer 2:** Reserved Individual Train: One or more single crossings by passenger trains in one or more individual single train paths reserved in the annual working timetable, or reserved in advance during the timetable period.
- Offer 3:** Ad hoc Individual Train: One or more single crossings by passenger trains in one or more individual single train paths unreserved during the working timetable, and planned less than a week in advance following an ad hoc request.
- Offer 4:** Empty Passenger Rolling Stock Movement: One or more single non-commercial crossings by empty passenger trains, unreserved in the annual working timetable, planned no sooner than one week in advance, and operated on stand-by.

B. Details of the charges are given in the following pages. Administration costs will be charged to cover the costs incurred in preparing the operational and contractual conditions and administration and billing costs. Eurotunnel may objectively justify renouncing to apply the administration charge for Offer 1 contracts where the Railway Undertaking maintains a documentation system particularly reliable and efficient in order to facilitate the audit of traffic units, allowing Eurotunnel to minimise its administrative workload in the implementation of its verification requirements.

C. The "peak", "off-peak", "intermediate" and "maintenance" periods referred to in the offers are defined as follows:

- Off-peak periods: 23:00 -> 07:00 on nights of Monday (evening) to Friday (evening)
- Intermediate periods: 11:00 -> 17:00 (all times are CET - Central European Time)
- Peak periods: 07:00 -> 11:00 and 17:00 -> 23:00 except for Saturday evening and Sunday morning (in intermediate period)
- Maintenance periods: 23:00 -> 07:00 on nights of Saturday (evening) and Sunday (evening)

D. Payment terms are as follows:

- Reservation fees per train are chargeable upon conclusion of the reservation contract between the Railway Undertaking and Eurotunnel. They are payable at the start of the month following the date(s) scheduled for the train's crossing (3rd working day).
- Access fees per passenger are chargeable upon the running of the train(s) and are payable at the start of the month following the train(s) running date (3rd working day).
- Administration costs, where applicable, are chargeable upon conclusion of the reservation contract (or ad-hoc request) and payable at the start of the month following its conclusion (3rd working day).
- The retrospective annual adjustment for actuals is payable at the start of the 4th month of the following calendar year (3rd working day).
- Payment delays will give rise to late payment interest charges (IBOR+3%) applied from the invoice date.

E. The charge for the shunting service provided by Eurotunnel in the event of a technical failure of a train in the Channel Fixed Link is 7500 euros per rescued train. It is payable at the start of the month following the date of the shunting.

F. Prices are quoted exclusive of VAT and TVA (each applicable on 50% of the taxable basis in EUR and GBP) and any other taxes which may be due and payable under applicable taxation regulations. Charges are shown in pounds and euros and invoiced separately in each currency.

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Passenger Trains

Offer 1

Reserved Weekly Train: One weekly single crossing by passenger trains in the annual working timetable, on the same days in the same train paths reserved for all weeks in the period of the working timetable (or all remaining weeks if reserved during the timetable period)

This tariff offer is the base tariff relevant for the vast majority of rail passenger services, which are planned regular services organised in advance, either during the annual timetable process or during the year.

The operating speed of day passenger trains will be 140 km/h or 160 km/h depending on the availability of corresponding train paths.
The operating speed of night passenger trains will be 120 km/h during off-peak periods or 100 km/h during maintenance periods.

The access charge comprises administration costs for each contract (the contract may include one or more single crossings or train paths in the Fixed Link), a reservation fee for each train one way and an access fee per passenger one way.

The access fee per passenger is denominated in pounds and euros at January 2020 prices, with these amounts being indexed on a monthly basis using inflation indices (pounds: RPI all items / euros: IPC France entière, hors tabac), decreased by an annual factor of -1.1%. This access fee is subject to the requirement to ensure traffic in the best commercial and economic conditions, and to ensure the efficiency of the network.

The reservation fee per train is denominated in pounds and euros at 2020 prices, with these amounts being indexed on an annual basis using inflation indices (pounds: RPI all items / euros: IPC France entière, hors tabac). This reservation fee is subject to retrospective annual adjustment to reflect any variances in provisional and actual figures for train volumes, indexation, performance and costs (Energy, Insurance & Renewals adjustment).

Administration charge: 7,500 euros per contract (for one or more single crossings or single train paths within a working timetable).

Prices per train & per passenger one way: Prices are quoted in pounds and euros, and invoicing is carried out in each currency.

Passenger Train	Operating speed	Reservation fee per train o/w	Access fee per passenger o/w	Equivalent price combined Euros £1=1.15€ RF/train o/w + AF/passenger o/w
intermediate period	160 km/h or 140 km/h	2,506 € + £ 1,652	8.36 € + £ 8.32	4,405 € /train + 17.93 € /pax
peak period	160 km/h or 140 km/h	2,756 € + £ 1,817	8.36 € + £ 8.32	4,846 € /train + 17.93 € /pax
off-peak period	120 km/h	2,255 € + £ 1,486	8.36 € + £ 8.32	3,965 € /train + 17.93 € /pax
maintenance period	100 km/h	3,759 € + £ 2,477	8.36 € + £ 8.32	6,608 € /train + 17.93 € /pax
		(2020 prices)	(January 2020 prices)	(2020 prices) (Jan-2020 prices)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Passenger Trains

Offer 2

Reserved Individual Train: One or more single crossings by passenger trains in one or more individual single train paths reserved in the annual working timetable, or reserved in advance during the timetable period.

This tariff offer is relevant and useful for the needs of organising one-off services such as special charter services, event trips, etc. with a non-recurrent requirement for train paths, and thus allowing to save weekly reservation fees under offer 1.

The operating speed of day passenger trains will be 140 km/h or 160 km/h depending on the availability of corresponding train paths.
The operating speed of night passenger trains will be 120 km/h during off-peak periods or 100 km/h during maintenance periods.

The access charge comprises administration costs for each contract (the contract may include one or more single crossings or train paths in the Fixed Link), a reservation fee for each train one way and an access fee per passenger one way.

The access fee per passenger is denominated in pounds and euros at January 2020 prices, with these amounts being indexed on a monthly basis using inflation indices (pounds: RPI all items / euros: IPC France entière, hors tabac), decreased by an annual factor of -1.1%. This access fee is subject to the requirement to ensure traffic in the best commercial and economic conditions, and to ensure the efficiency of the network.

The reservation fee per train is denominated in pounds and euros at 2020 prices, with these amounts being indexed on an annual basis using inflation indices (pounds: RPI all items / euros: IPC France entière, hors tabac). This reservation fee is subject to retrospective annual adjustment to reflect any variances in provisional and actual figures for train volumes, indexation, performance and costs (Energy, Insurance & Renewals adjustment).

In the event of a simple request for pre-established paths (one or more), within the limit of one order per month and per operator, an Offer 2 contract may be combined with an Offer 1 contract covering the same working timetable, so as to make a single contract. In this case the administration charges are not cumulated.

Administration charge: 7,500 euros per contract (for one or more single crossings or single train paths within a working timetable).

Prices per train & per passenger one way: Prices are quoted in pounds and euros, and invoicing is carried out in each currency.

Passenger Train	Operating speed	Reservation fee per train o/w	Access fee per passenger o/w	Equivalent price combined Euros £1=1.15€ RF/train o/w + AF/passenger o/w
intermediate period	160 km/h or 140 km/h	2,756 € + £ 1,817	8.36 € + £ 8.32	4,846 € /train + 17.93 € /pax
peak period	160 km/h or 140 km/h	3,032 € + £ 1,998	8.36 € + £ 8.32	5,330 € /train + 17.93 € /pax
off-peak period	120 km/h	2,481 € + £ 1,635	8.36 € + £ 8.32	4,361 € /train + 17.93 € /pax
maintenance period	100 km/h	4,135 € + £ 2,725	8.36 € + £ 8.32	7,269 € /train + 17.93 € /pax
		(2020 prices)	(January 2020 prices)	(2020 prices) (Jan-2020 prices)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Passenger Trains

Offer 3

Ad hoc Individual Train: One or more single crossings by passenger trains in one or more individual single train paths unreserved during the working timetable, and planned less than a week in advance following an ad hoc request.

This tariff offer is useful for the needs of organising at very short notice one-off services with planning difficulties, requiring urgent adaptations to the transport plan and additional follow up compared with reserved circulations, while saving additional reservation fees under offers 1 or 2.

The operating speed of day passenger trains will be 140 km/h or 160 km/h depending on the availability of corresponding train paths.
The operating speed of night passenger trains will be 120 km/h during off-peak periods or 100 km/h during maintenance periods.

The access charge comprises administration costs for each contract (the contract may include one or more single crossings or train paths in the Fixed Link), a reservation fee for each train one way and an access fee per passenger one way.

The access fee per passenger is denominated in pounds and euros at January 2020 prices, with these amounts being indexed on a monthly basis using inflation indices (pounds: RPI all items / euros: IPC France entière, hors tabac), decreased by an annual factor of -1.1%. This access fee is subject to the requirement to ensure traffic in the best commercial and economic conditions, and to ensure the efficiency of the network.

The reservation fee per train is denominated in pounds and euros at 2020 prices, with these amounts being indexed on an annual basis using inflation indices (pounds: RPI all items / euros: IPC France entière, hors tabac). This reservation fee is subject to retrospective annual adjustment to reflect any variances in provisional and actual figures for train volumes, indexation, performance and costs (Energy, Insurance & Renewals adjustment).

In the event of a simple request for pre-established paths (one or more), within the limit of one order per month and per operator, an Offer 3 contract may be combined with an Offer 1 contract covering the same working timetable, so as to make a single contract. In this case the administration charges are not cumulated.

Administration charge: 7,500 euros per contract (for one or more single crossings or single train paths within a working timetable).

Prices per train & per passenger one way: Prices are quoted in pounds and euros, and invoicing is carried out in each currency.

Passenger Train	Operating speed	Reservation fee per train o/w		Access fee per passenger o/w		Equivalent price combined Euros £1=1.15€ RF/train o/w + AF/passenger o/w
intermediate period	160 km/h or 140 km/h	2,882 €	+ £ 1,899	8.36 €	+ £ 8.32	5,066 € /train + 17.93 € /pax
peak period	160 km/h or 140 km/h	3,170 €	+ £ 2,089	8.36 €	+ £ 8.32	5,573 € /train + 17.93 € /pax
off-peak period	120 km/h	2,594 €	+ £ 1,709	8.36 €	+ £ 8.32	4,559 € /train + 17.93 € /pax
maintenance period	100 km/h	4,323 €	+ £ 2,849	8.36 €	+ £ 8.32	7,599 € /train + 17.93 € /pax
		(2020 prices)		(January 2020 prices)		(2020 prices) (Jan-2020 prices)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Passenger Trains

Offer 4

Empty Passenger Rolling Stock Movements: One or more single non-commercial crossings by empty passenger trains, unreserved in the annual working timetable, planned no sooner than one week in advance, and operated on stand-by.

This tariff offer is relevant and useful for the needs of organising non-commercial circulations, offering an economical and efficient solution for this type of service compared with offers 1, 2 et 3, subject to operational optimisation efforts.

This access charge for single non-commercial crossings by empty passenger rolling stock meets operational requirements for transferring cross-Channel passenger rolling stock between the UK and France. This Offer strictly requires the exclusion on board of passengers of any type, meaning no persons other than on-board staff on operational duty. This Offer requires a train path to be planned on a short term basis (not more than one week prior to the day of running) and operated on a stand-by basis (with lowest priority compared to all commercial trains).

The operating speed of empty passenger rolling stock movements in the day will be 140 km/h (or other speeds as instructed by the RCC).
The operating speed of empty passenger trains at night will be 120 km/h during off-peak periods or 100 km/h during maintenance periods.

The access charge comprises administration costs for each contract (the request may include one or more crossings or train paths in the Fixed Link) and an access fee per train one way. The access fee per train is denominated in pounds and euros at 2020 prices, with these amounts being indexed on an annual basis using inflation indices (pounds: RPI all items / euros: IPC France entière, hors tabac). This access fee is subject to retrospective annual adjustment to reflect any variances in provisional and actual figures for train volumes, indexation, performance and costs (Energy, Insurance & Renewals adjustment).

The contract may be combined with the contracts for Offers 1, 2 or 3 so as to make a single contract. In this case, Offer 4 train movements are only charged the access fees set out below beyond the threshold of 5% of annual train circulations under these contracts (or 2 single crossings per day when trains are operated, whichever is the greatest), these access fees being included in the access fees charged under Offers 1, 2 and 3 contracts below that threshold.

Administration charge: 7,500 euros per contract (for one or more single crossings or single train paths within a working timetable).

Prices per train & per passenger one way: Prices are quoted in pounds and euros, and invoicing is carried out in each currency.

Passenger Train	Operating speed	Access fee per train o/w			Equivalent price combined Euros £1=1.15€ AF/train o/w
intermediate period	140 km/h	2,506 €	+	£ 1,652	4,405 € /train
peak period	140 km/h	2,756 €	+	£ 1,817	4,846 € /train
off-peak period	120 km/h	2,255 €	+	£ 1,486	3,965 € /train
maintenance period	100 km/h	3,759 €	+	£ 2,477	6,608 € /train

(2020 prices)

(2020 prices)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Passenger Trains

Inflation forecasts for the indexation* of Access Fees per Passenger from 2020 prices (Offers 1, 2 & 3)

(NB*: estimates for indicative purposes only. Actual Access Fees are invoiced monthly based on actual inflation indices as published by ONS & INSEE)

Annual inflation	2020	2021	2022	2023	2024	2025	2026
IPC (annual var)	0.21%	1.56%	1.60%	1.55%	1.75%	1.8%	1.8%
RPI (annual var)	1.51%	3.55%	3.85%	2.95%	2.95%	3.0%	3.0%
Source	Actual	Forecast**					

Inflation index - January	2020-01	2021-01	2022-01	2023-01	2024-01	2025-01	2026-01
IPC (month val)	103.94	104.24	105.9	107.6	109.2	111.1	113.1
RPI (month val)	290.6	294.6	305.0	316.8	326.1	335.8	345.7
Source	Actual		Forecast				

RUC-NS Open Access Indexation	2020-01	2021-01	2022-01	2023-01	2024-01	2025-01	2026-01
IPC -1.1% (b.Jan-2020)	100.0	99.2	99.6	100.1	100.5	101.2	101.8
RPI -1.1% (b.Jan-2020)	100.0	100.3	102.7	105.5	107.4	109.3	111.3
Source	Actual		Forecast				

Access Fee per passenger o/w	2020-01	2021-01	2022-01	2023-01	2024-01	2025-01	2026-01
€/pax (January) (year N)	8.3633	8.30	8.33	8.37	8.4	8.5	8.5
£/pax (January) (year N)	8.3215	8.34	8.54	8.78	8.9	9.1	9.3
Euros combined (£1=1.20€) (year N)	18.35	18.31	18.58	18.90	19.1	19.4	19.6
Pounds combined (£1=1.20€) (year N)	15.3	15.3	15.5	15.8	15.9	16.1	16.4
Euros combined (£1=1.15€) (year N)	17.93	17.89	18.16	18.46	18.7	18.9	19.2
Pounds combined (£1=1.15€) (year N)	15.6	15.6	15.8	16.1	16.2	16.5	16.7
Source	Actual		Forecast				

• IPC = Indice des Prix à la Consommation, France entière, hors tabac.

www.insee.fr/fr/statistiques

(série 1763852)

• RPI = UK Retail Price Index, all items.

www.ons.gov.uk/

(series CHAW)

• NB**: forecast for indicative purposes only. (Forecast source: Oxford Economics - Country Economic Forecasts UK & France - Sep-2021)

• Long term evolution: Access Fees per Passenger are subject to progressive reduction after total passenger volume exceeds 16 million passengers per year (RUC Annexe 6)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2023 for Passenger Trains

Visibility over 5 years on Reservation Fees par Passenger Train in 2020 prices (Offer 1)

RUC-NS Open Access Conversion	2020	2021	2022	2023	2024	avg2020-24	2025	2026	unit
Rail Pax OMRC+FAUC (year N)	101	106	108	110	112	108	n/a	n/a	MEUR combined (£1=1.20€)
Rail Pax OMRC+FAUC (base 2020)	101	104	103	103	102	103	102	102	MEUR combined (£1=1.20€)
IPC (annual var)	0.21%	1.56%	1.60%	1.55%	1.75%	1.3%	1.8%	1.8%	OEF forecast - Sep-2021
RPI (annual var)	1.51%	3.55%	3.85%	2.95%	2.95%	3.0%	3.0%	3.0%	OEF forecast - Sep-2021
Rail Pax OMRC/train (year N)	4.757	4.79	4.91	5.04	5.15	4.93	5.27	5.39	kEUR combined (£1=1.20€)
Rail Pax OMRC/train (year N)	4.670	4.71	4.82	4.94	5.05	4.84	5.17	5.29	kEUR combined (£1=1.15€)
Rail Pax OMRC/train (EUR year N)	2.656	2.66	2.70	2.75	2.79	2.71	2.84	2.89	kEUR/train [= pivot]
Rail Pax OMRC/train (GBP year N)	1.751	1.78	1.84	1.91	1.97	1.85	2.03	2.09	kGBP/train [= pivot]
Reservation Fee per train o/w (EUR year N)	2.656	2.66	2.70	2.75	2.79	2.71	2.84	2.89	kEUR/train [<= pivot]
RF/train - Offer1 - Intermediate (EUR year N)	2.506	2.51	2.55	2.59	2.63	2.56	2.68	2.72	kEUR/train
RF/train - Offer1 - Peak (EUR year N)	2.756	2.76	2.81	2.85	2.89	2.81	2.94	3.00	kEUR/train
RF/train - Offer1 - Off-peak (EUR year N)	2.255	2.26	2.30	2.33	2.37	2.30	2.41	2.45	kEUR/train
RF/train - Offer1 - Maintenance (EUR year N)	3.759	3.77	3.83	3.89	3.95	3.84	4.02	4.09	kEUR/train
Reservation Fee per train o/w (GBP year N)	1.751	1.78	1.84	1.91	1.97	1.85	2.03	2.09	kGBP/train [<= pivot]
RF/train - Offer1 - Intermediate (GBP year N)	1.652	1.68	1.74	1.80	1.86	1.74	1.91	1.97	kGBP/train
RF/train - Offer1 - Peak (GBP year N)	1.817	1.84	1.91	1.98	2.04	1.92	2.10	2.16	kGBP/train
RF/train - Offer1 - Off-peak (GBP year N)	1.486	1.51	1.56	1.62	1.67	1.57	1.72	1.77	kGBP/train
RF/train - Offer1 - Maintenance (GBP year N)	2.477	2.51	2.60	2.70	2.78	2.62	2.87	2.95	kGBP/train

• The Reservation Fee is subject to retrospective annual adjustment to reflect any variances in provisionals & actuals vs. forecasts for volumes, indexation, performance and costs.

The annual adjustment of costs allows to reflect in particular the recharging of energy consumption for traction on the basis of standard unit consumptions and actual circulations for each train type.

• The calculation of Reservation Fees for Offer 2, Offer 3 & Offer 4 is directly proportional to Reservation Fees for Offer 1 (resp. x1.10, x1.15, x1.00), and is simply derived pro-rata.

Transparency & analytical guidance notes: the composition and long term evolution of actual costs & charges can be analysed in further detail as follows:

- Rail Pax Fee per Train comprises ca.65% OMRC and ca.35% IRC/FAUC.
- OMRC cost base evolves essentially for 76% directly in line with inflation (IPC & RPI +0%), with remaining 24% passed-through at cost (but also broadly linked to inflation in longer term).
- IRC/FAUC charge base is directly indexed on inflation with an annual reduction factor (IPC & RPI -1.1%).
- the total annual base of passenger costs and charges (OMRCx75% + IRC/FAUC) is apportioned between the passenger trains of the year pro-rata the number of trains (forecast then actual) weighted by the price on the scales.
- consequently Rail Pax Fees per Train are driven by a main trend of inflation minus 0.4% (annual reduction included in price table) divided by the actual train volume (with volume forecasting integrated in 5-yearly revisions of price table, & volume forecasting variance applied in retrospective annual adjustments).

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ANNEXE 5

CALENDAR FOR PROCESSING OF CAPACITY REQUESTS

Up to End-April 2022	Railway Undertakings hold informal discussions with Eurotunnel and other IMs about their future capacity requirements
30th April 2022	Railway Undertakings present their request dossiers for train paths for the 2023 working timetable
30th April 2022 to Mid-July 2022	Eurotunnel analyses RU requests, wherever required in cooperation with adjacent infrastructure managers, and implements co-ordination process
Mid-July 2022	Eurotunnel communicates to the applicants the list of train paths proposed
Mid-July 2022 to Mid-August 2022	Applicants submit any comments within one month
Mid-August 2022	Eurotunnel informs the applicants of the definitive proposals for train paths
Mid-August 2022 to End-August 2022	Applicants have a two week period in which to confirm their reservation requests or make any complaints to Eurotunnel
End-August 2022 to Mid-September 2022	Eurotunnel implements dispute resolution process
Mid-September 2022	Eurotunnel produces the definitive timetable and informs the applicants of the train paths in the working timetable that have been allocated to them
25th November 2022	Railway Undertakings may present a second round of additional requests for rail freight train paths for the 2023 working timetable (for response within one week)
11th December 2022	Commencement of the 2023 working timetable

FIXED LINK USAGE ANNUAL STATEMENT

ANNEXE 6

FORMS FOR INTRODUCTION OF CAPACITY REQUESTS

Access Dossier - 2023 Timetable [parts CDE]	
Path Allocation	
Contract Ref.	
Service Ref.	
Contract No.	
Last Modified	

[C - liability information]	
Carrier RU(s)	[NB: RU responsible for the goods, ie. Carrier RU having concluded the carriage contract or Substitute Carrier RU responsible on that basis]
Cross-Channel Carrier RU	
of which CC-FR (TVA payer)	
of which CC-UK (VAT payer)	
France Carrier RU (on RFF network)	
UK Carrier RU (on NR/HS1 networks)	
Traction Provider RU(s)	[NB: RU responsible for traction operations under its own Safety Certificate on the relevant network, whether or not acting as an appointed Traction Provider RU designated by a Carrier RU]
Cross-Channel Traction Prov. RU	
France Traction Provider RU	
UK Traction Provider RU	
Note C1	T&C & liability framework as defined in Usage Contract of 29/7/1987 and Special Agreement on Responsibility and Insurance of 31/12/1993, and Eurotunnel Network Statement applicable to the relevant timetable period.

[D - technical information]	
Gross Hauled Weight (tonnes)	
Tare - Empty Weight (tonnes)	
Train Length (meters, nb. wagons)	
Composition (wagon type, spec.)	
Capacity	
Loading Gauge	
Traction	
Note D1	

[E - commercial information]	
Train Origin	
Train Destination	
Train Client	
Train Type	
Consignment	
Start Date	
End Date	-
Note E1	-
Note E2	-
Modification Date	

FIXED LINK USAGE ANNUAL STATEMENT

ANNEXE 6

FORMS FOR INTRODUCTION OF CAPACITY REQUESTS

Path Reservation Dossier - 2023 Timetable [parts AB]	
Path Allocation	
Contract Ref.	
Service Ref.	
Contract No.	
Last Modified	

[A - operational information - Path 1]		[A - operational information - Path 2]	
ET Path Number		ET Path Number	
Path Direction (routing from / to)	CaFo (from Fréthun Tunnel to Dollands Moor)	Path Direction (routing from / to)	FoCa (from Dollands Moor to Fréthun Tunnel)
Path Speed		Path Speed	
Circulation Day(s)		Circulation Day(s)	
ET departure CET	(CET passage at South portal)	ET departure CET	(CET passage at North portal)
Incoming path	(CET arrival at Fréthun)	Incoming path	(CET arrival at Dollands Moor)
Outgoing path	(CET departure from Dollands Moor)	Outgoing path	(CET departure from Fréthun)
Note A1		Note A2	
[A - operational information - Path 3]		[A - operational information - Path 4]	
ET Path Number		ET Path Number	
Path Direction (routing from / to)	CaFo (from Fréthun Tunnel to Dollands Moor)	Path Direction (routing from / to)	FoCa (from Dollands Moor to Fréthun Tunnel)
Path Speed		Path Speed	
Circulation Day(s)		Circulation Day(s)	
ET departure CET	(CET passage at South portal)	ET departure CET	(CET passage at North portal)
Incoming path	(CET arrival at Fréthun)	Incoming path	(CET arrival at Dollands Moor)
Outgoing path	(CET departure from Dollands Moor)	Outgoing path	(CET departure from Fréthun)
Note A3		Note A4	
[A - operational information - Path 5]		[A - operational information - Path 6]	
ET Path Number		ET Path Number	
Path Direction (routing from / to)	CaFo (from Fréthun Tunnel to Dollands Moor)	Path Direction (routing from / to)	FoCa (from Dollands Moor to Fréthun Tunnel)
Path Speed		Path Speed	
Circulation Day(s)		Circulation Day(s)	
ET departure CET	(CET passage at South portal)	ET departure CET	(CET passage at North portal)
Incoming path	(CET arrival at Fréthun)	Incoming path	(CET arrival at Dollands Moor)
Outgoing path	(CET departure from Dollands Moor)	Outgoing path	(CET departure from Fréthun)
Note A5		Note A6	

[B - tariff information]	
Reservation Tariff	Offer ABC (reserved xxxx train)
Tariff Period(s)	Off-Peak ME120 (Paths x,x,x), Intermediate ME120 (Paths y,y,y) Peak ME120 (Paths z,z), Maintenance ME120 (Paths)
Pricing 2023(F1)	DR €+£ /path + DC €+£ /train (Paths x,x,x)
Pricing 2023(F1)	DR €+£ /path + DC €+£ /train (Paths y,y,y)
Pricing 2023(F1)	DR €+£ /path + DC €+£ /train (Paths z,z)
Billing Instructions	Tolls to be invoiced to xxx
Note B1	-