



FIXED LINK USAGE ANNUAL STATEMENT

- 2016 WORKING TIMETABLE -

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Glossary of Terms

RU	Railway Undertaking – licensed undertaking whose main business is to provide rail transport services for freight and/or passengers with a requirement that the Undertaking should provide traction.
Channel Fixed Link	Transport system via shuttles (le Shuttle) allowing the passage of RUs subject to tolls. The Channel Fixed Link (CFL) was built and is operated by Eurotunnel, assuming all risks, without any public subsidy.
Eurotunnel	The private Concessionaire of the Channel Fixed Link.
IGC	Intergovernmental Commission - established to supervise, in the name and on behalf of the UK and French Governments, all matters concerning the operation of the Channel Fixed Link.
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.
Access Contract	Agreement between the Railway Undertaking and Eurotunnel, which includes all administrative, technical and financial provisions for the operation of trains through the Channel Fixed Link.
RCC	Eurotunnel Rail Control Centre – supervision and control of all train movements through the Channel Fixed Link.
RID	Regulations concerning the International Carriage of Dangerous Goods by Rail.
UIC	Union Internationale des Chemins de fer.

FIXED LINK USAGE ANNUAL STATEMENT

FOREWORD

Eurotunnel is publishing this 2016 version of its Fixed Link Usage Annual Statement following transposition of the "First Railway Package" Directives (Directives 91/440/CE, 2001/12/EC, 2001/13/EC, 2001/14/EC and 2007/58/EC) to the Channel Fixed Link. This has been done by means of a Regulation by the Intergovernmental Commission that took effect on 1/12/2009, which was given force in UK law by the *Channel Tunnel (International Arrangements) Order 2005* of 29/9/2009¹ and in French law by publication of a "Décret du Président de la République" dated 7/1/2010².

1 GENERAL INFORMATION

1.1 Introduction

Railway Undertakings established or to be established in a Member State 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 compliant with UIC technical standards and operates 24 hours a day, 365 days a year.

Eurotunnel wishes to see a major development in freight and passenger train services between the UK and Continental Europe, 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:

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.eurotunnelgroup.com/uk/eurotunnel-group/Eurotunnel-Railway-Network/
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¹ Internet address: www.legislation.gov.uk/uksi/2009/2081

² JORF n°7 of 9/1/2010

FIXED LINK USAGE ANNUAL STATEMENT

1.2 Fixed Link Usage Annual Statement

This document is published in accordance with Article 3 of Directive 2001/14/EC requirements for a “network statement”, and will be referred to as the “Fixed Link Usage Annual Statement” or “Annual Statement”. It contains a description of the general rules, deadlines, procedures and criteria concerning the charging and capacity allocation schemes for the operation of freight and passenger trains through the Channel Fixed Link railway network. Also included is other information required to process an application for train paths. 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.com “HS1 Network Statement”
- Réseau Ferré de France: www.rff.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. In 1997 BRB 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, DBSRI³, and as far as rail passenger services are concerned to EIL⁴. The incumbent operators DBSRI and EIL are therefore in a special position of last resort operators, having been granted by BRB 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 & SNCF), 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, as well as a description of operational measures ensuring real and efficient Open Access to all operators (see Section 5 “Additional Services”). 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/EC. However, to this date, the incumbent operator EIL remains the sole provider of rail passenger services, operating in a de facto monopoly situation since the opening of the Channel Fixed Link.

³ DBSRI or DB Schenker Rail International Limited (previously English Welsh & Scottish Railway International)

⁴ EIL ou Eurostar International Limited, owned mainly by SNCF and HMG (via London & Continental Railways) at the time of publication

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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.

If an applicant wishes to appeal it should contact the Intergovernmental Commission (IGC) at the following addresses⁵:

United Kingdom: IGC Secretariat Office of Rail Regulation One Kemble Street London WC2B 4AN	France: Secrétariat Général au Tunnel sous la Manche Ministère de l'Ecologie, du Développement Durable et de l'Energie (MEDDE) DGITM/DST Arche Sud 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 2016 Working Timetable, i.e. from 13th December 2015 until 10th December 2016.

This document is published⁶ in accordance with Article 3 of Directive 2001/14/EC. 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.

⁵ Internet address: www.channeltunneligc.co.uk & www.cigtunnelmanche.fr

⁶ Publication after consultation of interested parties (list of respondents: EIL, DB, Europorte, RFG)

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2 CONDITIONS FOR ACCESS

Transit rights will be granted to Railway Undertakings (RUs) established in the Member States 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 it has appointed 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.

2.1 Licence

A licence is required to provide rail freight and passenger transport services under the conditions laid down in Directive 95/18/EC⁷. This licence can be obtained from the Member State of the European Community where the Railway Undertaking is established. A licence issued by a Member State is valid throughout the territory of the European Community.

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

United Kingdom: Licensing Team Office of Rail Regulation One Kemble Street London WC2B 4AN	France : Ministère de l'Ecologie, du Développement Durable et de l'Energie (MEDDE) Direction Générale des Infrastructures, des Transports et de la Mer (DGITM) Direction des services de transport Arche Sud 92055 Paris La Défense Cedex
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2.2 Safety Certificate

In order to access the Channel Fixed Link, Railway Undertakings must hold a safety certificate comprising, on the one hand, a Part A certificate issued by the Safety Authority in the Member State in which the Railway Undertaking is established and, on the other hand, a Part B certificate issued by the IGC. The conditions of issuance of Part B are defined in the IGC Regulation on the safety of the Channel Fixed Link which entered into force on 4/7/2008⁸ and modified on 6/2/2013⁹. The IGC, insofar as needed, seeks the opinion of the Concessionaires on elements of a Railway Undertaking's request for a Part B certificate during its consideration of the application.

⁷ Directive 95/18/EC, as amended by Directives 2001/13/EC and 2004/49/EC.

⁸ National instruments implementing the Regulation: The Channel Tunnel (Safety) Order 2007 (2007/3531) and the decret n° 2008-748 of 28/7/2008 publishing the IGC regulation [internet addresses: www.opsi.gov.uk/si/si2007/pdf/uksi_20073531_en.pdf and www.legifrance.gouv.fr/jopdf/common/jo_pdf.jsp?numJO=0&dateJO=20080731&numTexte=9&pageDebut=12258&pageFin=12265]

⁹ Décret n° 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 n° 407)

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For every new type of equipment, Railway Undertakings must submit to the IGC a detailed technical dossier describing the rolling stock to be used in the Channel Fixed Link, demonstrating in particular its compliance with the specifications of the Channel Fixed Link, as set out in the National Reference Document for Rolling Stock authorisation, available on the IGC's website. This application is submitted under the process specified in chapter V (amended) of the IGC bi-national regulation regarding safety of the Channel Fixed Link (aforementioned).

2.3 Security

Specific security regulations are laid down by the British and French Governments. Any RU must fully comply with the measures in place, details of which can be obtained from the Department for Transport in the UK and from the "Secrétariat Général au Tunnel sous La Manche" in France.

United Kingdom: International Rail Security Department for Transport 2/34 Great Minster House 33 Horseferry Road London SW1P 4DR	France: Secrétariat Général au Tunnel sous la Manche Ministère de l'Ecologie, du Développement Durable et de l'Energie (MEDDE) DGITM/DST Arche Sud 92055 Paris La Défense Cedex
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2.4 Operating Rules in the Channel Fixed Link

Eurotunnel has put in place unified safety 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 unified safety 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.

2.5 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.

2.6 Insurance

In accordance with Directive 95/18/CE¹⁰, 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.

¹⁰ Directive 95/18/EC, as amended by Directives 2001/13/EC and 2004/49/EC.

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2.7 General Commercial Conditions

2.7.1 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 Link. 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.

2.7.2 Framework Agreement

A Framework Agreement may also be concluded with an RU or an International Grouping 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 RU. While respecting commercial confidentiality, the general nature of each framework agreement¹¹ will be made available to any RU wishing to use the Channel Fixed Link and who submits a request.

2.8 Appointment of a Traction Provider Railway Undertaking

Concerning rail freight trains, the Railway Undertaking applying for or holding access rights for the trains which it operates as Carrier 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 advance¹² in writing and provide evidence that the new Traction Provider Railway Undertaking that it intends to appoint has the necessary safety certificate and 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.

2.9 Financial Guarantees

Within the conditions defined by the Commission regulation N°870/2014 of 11/8/2014, Eurotunnel reserves the right to require a financial guarantee from the applicant. This may take the form of advance payments of an amount of charges representing two months of operations or guarantees provided by financial institutions.

¹¹ At the time of publication, no such Framework Agreement has been concluded with any Railway Undertaking.

¹² 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 (CFL) 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 CFL 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 RFF, Network Rail and HS1 (operated by NR) 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.

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, thus further improving people safety in the Channel Fixed Link.

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3.4 Power supplies

The catenary supplies traction power to the electric locomotives in the rail tunnels and the main lines on the Concession. It is divided into smaller sections thus allowing the configuration to be re-energised by remote control. The traction power system supplies electricity in single-phase alternating current, 25kv, 50hz, providing a continuous current rating of 2500 amps. The height of the catenary contact wire in the tunnels is 6030mm above the rail surface.

Electrical power for the Fixed Link system for the drainage pumps, lighting, ventilation and other services, as well as for the trains, is taken from both sides of the Channel from separate and duplicated supply circuits. In the event of loss of power from one of the two national grids, the system may be fed from the other grid. In addition, Eurotunnel has 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.

3.7 Communications

The signalling Channel Fixed Link is equipped with a track-to-train communication system, consisting of a mobile radio system with one single UHF track, including selective calling techniques.

The Channel Fixed Link is also fitted with the Concession Radio system, a shared-channel mobile communication system. The "shared channel" system type allows a more efficient utilisation of a pool of radio channels, offering an enhanced service to system users.

The installation of a communication system of GSM-R standard in the Channel Fixed Link is currently in progress (at the time of publication), and is expected to become operational by 2016.

3.8 Loading Gauge

All UIC loading gauges are accepted in the Channel Fixed Link, including gauges UIC GC and GB+.

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.

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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 limits 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

The maximum permitted length permitted for rail freight trains in the Channel Fixed Link is 750 metres.

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 Authorisation

RUs must ensure that their rolling stock is compatible with the Channel Fixed Link, and complies with applicable Technical Specifications for Interoperability and relevant notified national technical rules (or for equipment predating the TSIs, holds a valid specific authorisation for Channel Fixed Link operation), UIC regulations and requirements specific to the Channel Fixed Link, as defined in **Annexe 2**. Following efforts of rationalisation, these requirements have been noticeably simplified by the end 2013.

3.13.1 Freight transport

Locomotives: Railway Undertakings shall use locomotives compliant with the Technical Specifications for Interoperability (or for equipment predating the TSIs, holding a valid specific authorisation for Channel Fixed Link operation) and possessing the equipment and performances adapted to 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 the Technical Specifications for Interoperability¹³ (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 compliant with applicable Technical Specifications for Interoperability and notified national technical rules (or for equipment predating the TSIs, hold a valid specific authorisation for Channel Fixed Link operation) (see **Annexe 2**).

¹³ internet address: www.era.europa.eu/core/interoperability/Pages/Documents.aspx#TSI "Rolling stock - freight wagons"

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 Railway Undertakings on a non-discriminatory basis, following exactly the same methods, schedule, capacity offers, coordination, priorities, and dispute resolution processes for all Railway Undertakings, 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 (defined in Section 6.2).

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 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 RUs, will be treated as strictly confidential. The capacity application dossiers prepared in liaison with Railway Undertakings 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 mode¹⁴ and the RUs' commercial requirements. The Railway Undertaking 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).

¹⁴ "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.

4.2.3 2016 Working Timetable

Regarding the 2016 working timetable (applicable from Sunday 13th December 2015 to Saturday 10th December 2016), 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.

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.

Eurotunnel will attempt to achieve a resolution of any conflicts, through consultation with the applicants concerned.

4.3.2 Principles for Capacity Allocation

In the process of coordinating capacity requests from Railway Undertakings, during the resolution of conflicts between competing requests for the same capacities, or in potential future situations of congestion¹⁵, Eurotunnel will take into account objective criteria for the purpose of transparency, listed below in decreasing order of priority:

- 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;
- 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;
- the requirement for the Railway Undertaking 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);
- all other reasonable constraints and concerns expressed by Railway Undertakings;
- any framework agreements concluded with Railway Undertakings;
- except for particular circumstances with special constraints justified by a Railway Undertaking, light engine circulations will receive lowest priority.

¹⁵ As provided for by Directive 2001/14/CE art.22.

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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.

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 capacity. The RU 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, aiming 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 maintenance work to be carried out on the rail infrastructure;
- 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 27 of Directive 2001/14/EC, Eurotunnel may require the surrender of a train path, at peak periods, which has been used less than 75% over a period of at least one month, unless this was due to non-economic reasons beyond the operator's control. Surrender may be for the entire timetable period.

Before any decision to modify or withdraw one or more train paths is taken, the RUs concerned will be given a fortnight's notice and consulted. The decision will specify the duration of the modification or withdrawal.

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.

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4.3.5 Right of Appeal against Decisions by the Concessionaire

Where a Railway Undertaking 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 Railway Undertaking may submit an appeal to the IGC (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 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.

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).

4.6 Commercial and Operational Performance Meetings

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.

The Railway Undertaking and Eurotunnel will regularly exchange information on traffic forecasts to ensure availability and optimum use of capacity of the Channel Fixed Link.

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 can provide RUs with technical services in the inspection and maintenance of rolling stock 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 system and controlled by other entities. These services are therefore not covered by the charging regime. In principle, the RUs are entitled to fair and non-discriminatory access to these essential facilities under Directive 2001/14/EC and should directly contact the entities controlling them. In practice, Eurotunnel may if necessary assist any RUs encountering difficulties in accessing this type of installation or service essential for cross-Channel traffic.

5.3 Essential Services for Open Access Cross-Channel Freight

These guaranteed services include ground services at the Frethun and Dollands Moor frontier yards, and cross-Channel traction services. These services may cover the following operations as required:

- immobilising trains on arrival at the border terminal
- uncoupling and coupling locomotives
- safety inspections and brake tests
- reforming non-compliant trains if necessary
- providing rear signalling
- managing operational documentation
- communication with the Railway Undertakings' operational centres
- cross-Channel traction with specialised drivers and locomotives.

Eurotunnel has obtained a commitment from two railway operators currently producing these specialised services to supply them to any Railway Undertaking wishing to benefit from the essential cross-Channel services for a price not exceeding 600 euros per train single journey (capping amount at 2007 prices (*), for full processing of a train requiring a single locomotive). All railway operators are entirely free to negotiate or produce by themselves the provision of one of more of these essential services as they wish.

These measures for market opening required by Eurotunnel allow all Railway Undertakings to develop cross-Channel rail transport services without having to perform the border operations and/or cross-Channel traction services themselves, thus avoiding investment, fixed charges and the complexities specific to cross-Channel railway operation.

Eurotunnel invites any Railway Undertaking interested in this option to contact the Railway Network Director (contact details given in 1.1 above). Eurotunnel will publish in due time further documentation on the implementation of these guaranteed conditions for access to the essential services for Open Access cross-Channel freight, whereas Railway Undertakings may already benefit from the following price capping detailed by type of essential service:

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Open Access Essential Services	Price Capping (*)	
	2016	LT Indexation (2007)
Ground services at Fréthun Tunnel	155€/train	125 euros per train
Ground services at Dollands Moor	155€/train	125 euros per train
Cross-Channel Traction (Driver + 1 Class 92)	434€/train	350 euros per train
Cross-Channel Traction (Driver + 2 Class 92)	713€/train	575 euros per train

(*) Price Capping commitment (ie. “prices not greater than”) with capping expressed in 2007 prices subject to a long term indexation formula using average UK+France inflation indices (UK Retail Price Index, all items & Indice des Prix à la Consommation, France entière) with forecast indexation standing at 1.21 for 2015 or 1.24 for 2016.

5.4 Additional services by Réseau Ferré de France at Fréthun

From the annual timetable period 2012, Réseau Ferré de France (RFF) announced an additional charge (circa 600 euros per train, see RFF network statement¹⁶) aiming to recover their costs related to security checks (CCTV surveillance, migrant detection) on the French national railway network (RFN) for trains using the Channel Fixed Link (France-UK direction).

During the course of the 2014 working timetable, thanks to Eurotunnel’s intervention with the parties involved, the above Security service provided by RFF has been withdrawn, whereas RFF reflected the withdrawal of these charges in its 2015 network statement.

Additional services and charges (such as the above) at Fréthun and Dollands Moor are organised, executed and invoiced by their providers RFF, SNCF-Infra, Europorte Channel, Network Rail or DB Schenker Rail UK as the case may be, under their entire responsibility. They are referred to in this Fixed Link Usage Annual Statement for indicative purposes only in an objective of completeness of information and transparency towards Railway Undertakings wishing to develop cross-Channel rail freight services. Railway Undertakings (RUs) are invited to contact the service provider for further information.

5.5 Additional security services at Fréthun

RUs are reminded that the controls against the presence of stowaway immigrants on board trains and surveillance of convoys up to their UK-bound departure are imposed by the States and are thus compulsory. RUs may decide to organise, at their own expense, their own security services, provided that these comply with standards approved by the relevant authorities. However, in order to assist them, a new range of Security interventions on the French national railway network in Fréthun for cross-Channel rail freight trains has been created to fulfil the security controls of convoys bound for the United Kingdom. Europorte Channel (EPC) offers these services effective from 14/2/2014 at a price of 150 euros/train excl. TVA (in 2014 prices), thus allowing RUs a substantial reduction in the global cost of security measures on the Fréthun site.

The services carried out by EPC are executed under their entire responsibility, and are only referred to in this Fixed Link Usage Annual Statement for indicative purposes in an objective of completeness of information and transparency towards RUs, who are invited to contact directly EPC¹⁷ for further information.

¹⁶ RFF - DRR 2012 annexe 10.3 (590€/IT/train), DRR 2013 annexe 10.3 (615€/IT/train), DRR 2014 par.6.2.2.4 (645€/IT/train)

¹⁷ Europorte Channel – Operations Manager, T: +33(0)321005094, E: Hugues.Verstaevel@europorte.com

6 CHARGES

6.1 Methodology and Charging Framework

In accordance with Chapter II of European Directive 2001/14/EC, 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 administrations¹⁸.

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 subsidy¹⁹, 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, based upon the long term costs of the Fixed Link, in accordance with EC Directive 2001/14 (Art. 6.1 & 8.2) and with the Fixed Link Concession Agreement.

The construction of the Fixed Link was completed in 1994, that is not more than 15 years before the entry into force of Directive 2001/14/CE, making this project compliant with the first criterion of article 8.2 of Directive 2001/14/CE.

The other criteria for application of article 8.2 of directive 2001/14/CE 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.

¹⁸ 16.5 million passengers and 7.3Mtonnes 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.

¹⁹ In contrast to adjacent railway networks, with high levels of public funding from the States.

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The cost base of the 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 charges²⁰ on the one hand, and operating & renewal costs²¹ 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 inflation²² minus 1.1% per annum, meaning these charges have decreased in real terms by 22% between 1994 and 2016. In addition, 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 for new services during the sensitive phase of build-up in load factors, thus facilitating market entry for new cross-Channel services.
- For indicative purposes, in 2016 the charge per passenger train remains unchanged despite average inflation above 2%, resulting in a reduction of 16% in real terms between 2010 and 2016.
- 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.
- Moreover, following the success of the ETICA initiative in 2013, and in agreement with national and European authorities, Eurotunnel has decided to launch in 2014 a further initiative for the benefit of rail freight services, aiming to intensify 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 2016 working timetable, the charging scales remain unchanged compared with the amended version of the 2014 Annual Statement published on 1/6/2014.

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 (gauge, length, capacity, etc.) to contribute thus to the competitiveness and development of cross-Channel rail freight.

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 »²³.

²⁰ IRC («Investment Recovery Charges»), representing 100% of tolls per passenger and 43% of tolls per passenger train in 2016.

²¹ OMRC («Operating, Maintenance & Renewal Charges»), representing 57% of tolls per passenger train in 2016.

²² UK RPI (UK Retail Price Index, all items) & IPC France (Indice des Prix à la Consommation, France entière)

²³ Internet address: www.eurotunnelgroup.com/uk/eurotunnel-group/Eurotunnel-Railway-Network/

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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 services²⁴.

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, while the annual fixed charge and operating, maintenance and renewals costs are fully reflected in the reservation fee per train.

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.

²⁴ 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 5 separate offers for freight trains:

- Offer 1 – Reserved Weekly Train: One weekly 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 may be charged for offers 2, 3 and 4 to cover the costs incurred in the preparation of the operational and contractual conditions, which are necessarily higher for a retail offer or non-standard paths. Likewise, the access fee may be supplemented 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.

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

Table 1: Daily Allocation of 2016 Capacities for freight trains

Period	Start Time*	End Time*
Off-peak (**)	22:00	07:00
Peak (morning)	07:00	11:00
Intermediate	11:00	17:00
Peak (evening)	17:00	22:00
Maintenance (***)	23:00	07:00

(*) 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:

- 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 working timetable).
- 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 during the working timetable.
- Offer 3: – Ad hoc Individual Train: One or more single crossings by passenger trains in one or more individual single train paths reserved 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 may be charged 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 trainpaths 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 2016 Capacities for passenger trains

Period	Start Time*	End Time*
Off-peak (**)	23 :00	07 :00
Peak (morning***)	07 :00	11 :00
Intermediate	11 :00	17 :00
Peak (evening***)	17 :00	23 :00
Maintenance (****)	23 :00	07 :00

(*) 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 (2001/14 article 9.3²⁵), 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 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 on 30/5/2013 the conditions for ETICA (Eurotunnel Incentive for Capacity Additions), a system of incentives for the development of new rail freight services, applicable in 2013-14. The detailed ETICA terms & conditions are available on the Eurotunnel railway network website.²⁶

Following the success met by the initial launch of ETICA in 2013, and in agreement with national and European authorities, Eurotunnel has decided in 2014 to extend the opening period for applications to the ETICA scheme until 2018 (inclusive), and to extend its criteria of eligibility to a broadened range of eligible rail freight service categories, specified within a new version of the ETICA General Conditions published (after consultation) on Eurotunnel's website.

6.5.2 General Discounts

In accordance with the provisions of the bi-national regulation and directives²⁷, 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.

²⁵ Article 9.3 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

²⁶ Internet address: www.eurotunnelgroup.com/uk/eurotunnel-group/Eurotunnel-Railway-Network/

²⁷ Bi-national regulation (art.11.4), directive 91/440 (art.8 par.2), directive 2001/14 (art.1 par.2, art.8.2, art.9.3)

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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.

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 group.

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. 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. 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.

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 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.

8 ADDITIONAL INFORMATION

Please contact Eurotunnel’s Railway Network Director.

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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. These documents contain mandatory 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 (INFR 0020)

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 mandatory rules for use by Railway Undertakings:

- Train Movements (INFR 0016)
- Management of fire on board a train or in a tunnel (INFR 0019)
- Traffic Safety Advice (RWAY 2001)
- Dangerous Goods Principles (INFR 0021)
- 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. **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 in the National Reference Document for Rolling Stock authorisation (available on the IGC's website).

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 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").

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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 Part B certificate application.

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 Fixed Link" 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.

Railway Undertakings must notify annually before 1st January the list of personnel holding a valid certification. Eurotunnel reserves the right to carry out unplanned verifications and to accompany train drivers during the Channel Fixed Link crossing.

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, and the RU will report back to Eurotunnel. Eurotunnel reserves the right to verify that the disciplinary measures taken by the RU are commensurate with the breach identified.

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4 Establishment of evacuation procedures for trains

Railway Undertakings operating new rolling stock will have insure 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. 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 Contrôle 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

Reminder: The granting of access rights will in all cases be conditional upon the prior submission by the Railway Undertaking of a safety certification dossier detailing the technical and organisational arrangements demonstrating their ability to ensure the level of safety required for the protection of people and property. This Annexe is therefore only a set of minimum technical requirements. In no way does it prejudice acceptance of the dossier by the bodies concerned.

Revisions: The present Annexe may be revised as necessary 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 (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 National Reference Document for Rolling Stock available from the 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 CFL 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 track-to-train communications system compatible with the Eurotunnel system. This is a single channel UHF mobile radio system incorporating selective calling techniques.

Trains must also be equipped with Concession Radio equipment. This is a UHF trunked mobile communication system.

(NB: the installation of a GSM-R communication system in the Channel Fixed Link is currently under way).

1.1.3 Fire Protection

Locomotives must comply with the Technical Specifications for Interoperability.

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 30 minutes.

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1.1.6 Rescue

Rescue of an immobilised locomotive (or a train hauled by the locomotive) will require coupling:

- to a Eurotunnel Krupp locomotive. To do so, the locomotive must be equipped with conventional UIC couplings or any other coupling system compatible with Eurotunnel's rescue units.
- to a locomotive of the same type. The composition of the train (rescuing train + rescued train) must have sufficient minimum traction power for appropriate minimum acceleration; the couplings must not be stressed beyond an acceptable limit.

The locomotive will be equipped with lifting points, in compliance with the RST TSI.

1.1.7 Traction Performance

Locomotives must present sufficient performance in order to haul all the train types they are proposed for.

Traction performance in degraded mode 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.

1.2 Freight Wagons

Wagons have to be compliant with the Technical Specifications for Interoperability (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 National Reference Document for Rolling Stock available from the ERA.

The specific requirement for operation in the Channel Fixed Link comprise in particular the following characteristics: resistance to lateral forces (pressure peaks at piston relief ducts), as identified in UIC leaflet 503 (whereas UK gauge restrictions and CT marking, also featuring in UIC leaflet 503, are not requirements for operation in the Channel Fixed Link). Railway Undertaking must also ensure the integrity of wagons to prevent the dispersal of dusty loads in the running tunnels, fire resistance/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).

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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” sub-system of the trans-European high-speed rail system) and Tunnels (TSI on “safety in railway tunnels” in the trans-European conventional and high-speed rail systems) and with relevant notified national technical rules (or for equipment predating the TSIs, holding a valid specific authorisation for Channel Fixed Link operation).

The specific requirements for operation in the Channel Fixed Link are detailed in the National Reference Document for Rolling Stock available from the ERA, including in particular the characteristics described below.

2.1 Driving Positions

Passenger trains must comprise driving positions located at each end of the train, equipped with the complete set of systems allowing safe driving of the train (signalling/ traction/ braking/ communication).

2.2 Cab signalling

Cabs of all trains using the Channel Fixed Link must be equipped at both ends of the train with a cab signalling equipment system compatible with the signalling system TVM 430 with CFL setup.

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

2.3 Train Communication

All trains using the Channel Fixed Link must be equipped with a track-to-train communications system compatible with the Eurotunnel system. This is a single channel UHF mobile radio system incorporating selective calling techniques.

Trains must also be equipped with Concession Radio equipment. This is a UHF trunked mobile communication system.

(NB: the installation of a GSM-R communication system in the Channel Fixed Link is currently under way).

2.4 Internal train communications

An internal train communication system, efficient and compliant with the Technical Specifications for Interoperability is required. The assessment of the efficiency of the communication system will be carried out taking into account the organisation proposed for train crew (number, positions and duties).

(NB: in addition, the installation under way of a GSM-P public telecommunications system in the Channel Fixed Link (Running Tunnels South & North) allows an enhancement of contacts with travellers)

2.5 Access doors and step

The opening & locking of train access doors will be operated in accordance with the RST TSI.

The step must be suitable to the Channel Fixed Link environment so as to allow the evacuation of all passengers within a short time (see Annexe 1, point 4 regarding evacuation procedures).

2.6 Rescue of a train immobilised in the Tunnel

Rescue of immobilised vehicles will require coupling:

- to Eurotunnel's diesel rescue unit. To do this, the front and rear cars must have an automatic coupling compatible with the coupling systems on Eurotunnel's rescue units, in compliance with the requirements of the RST STI;
- to a passenger train of the same type. The composition of the train (rescuing train + rescued train) must have sufficient minimum traction power for appropriate minimum acceleration. The couplings must not be stressed beyond an acceptable limit.

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2.7 Traction performance

In order to be allowed to operate in the Channel Fixed Link, the traction performance of passenger trains must be sufficient to haul all the proposed formation types and be capable of taking out of the Channel Fixed Link a train of the same type requiring assistance.

Traction performance in degraded mode must be compliant with the Technical Specifications for Interoperability.

The electric traction equipment must be compatible with Eurotunnel's 25 kV 50Hz a.c. supply. The pantograph must be compatible with the geometry of Eurotunnel's catenary, particularly its height, within and outside the tunnels.

The minimum traction performances required should allow the train to use a "standard Channel Fixed Link train path (140 km/h)" in normal mode.

2.8 Braking

With all braking systems operational, a normally laden train running at 160 km/h proceeding to an emergency braking must be able to respect a stopping distance of 900m on dry rail without activating the wheel slide protection.

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.

2.9 Preventive measures against fire

The materials used to fit out the interior of the vehicles must comply with the fire/smoke standards specified in the RST TSI, without mixing different sets of standards. A smoke penetration protection system should be provided (shutting ventilation intakes, smoke tightness of the trains' external doors, proofing against all potential sources of smoke penetration from the outside).

A sufficient number of fire barriers must be installed at the ends of some vehicles to safeguard all passengers and staff as they evacuate the train towards the service tunnel or during the exit of the train from the tunnels in the event of an emergency, for a duration of at least 30 minutes.

The traction compartment partitions must remain fire resistant and smoke-tight during the exit of the train from the tunnels in the event of an emergency, for a duration of at least 30 minutes.

Construction details must afford 30 minute fire protection for pipes and hoses and wiring and equipment during the exit of the train from the tunnels in the event of an emergency, for a duration of at least 30 minutes.

Each traction compartment and power unit must have its own independent fire detection and extinguishing system.

A fire-fighting system consisting of a sufficient number of extinguishers adapted to the type of fire liable to start must be available in each vehicle.

2.10 Persons with Reduced Mobility

Trains must carry on board a sufficient number of wheelchairs adapted to the dimensions of running tunnels evacuation itineraries, so as to allow the transit towards the service tunnel of people requiring their use.

2.11 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.)

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2016 for Freight Trains

ANNEXE 3 - CHARGING SCALES FOR FREIGHT TRAINS

A. The charging regime comprises 5 parts corresponding to 5 separate offers for freight trains:

Offer 1: Reserved Weekly Train: One weekly 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 may be charged for Offers 2, 3 and 4 to cover the costs incurred in preparing the operational and contractual conditions, which are necessarily higher for a retail offer.

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 (5th working day).
- 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 (5th 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 (5th working day).

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 decide at its discretion 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.

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Charging scales 2016 for Freight Trains

Offer 1

Reserved Weekly Train: One weekly 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).

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 (included in the reservation fees).

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 1.20€ 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	2,734 € /train
intermediate period	120 km/h or 140 km/h	225.00 € + £ 150.00	2,025.00 € + £ 1,350.00	4,050 € /train
peak period	120 km/h or 140 km/h	247.50 € + £ 165.00	2,227.50 € + £ 1,485.00	4,455 € /train
Train @ 100 km/h	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1 1.20€ 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	3,038 € /train
Maintenance periods	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1 1.20€ 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	4,050 € /train

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Charging scales 2016 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.

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 is not applied in the event of a simple request for pre-established paths, within the limit of one order per month and per operator).

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 1.20€ 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	3,864 € /train
intermediate period	120 km/h or 140 km/h	238.50 € + £ 159.00	2,146.50 € + £ 1,431.00	4,293 € /train
peak period	120 km/h or 140 km/h	262.35 € + £ 174.90	2,361.15 € + £ 1,574.10	4,722 € /train
Train @ 100 km/h	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1 1.20€ 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	4,293 € /train
Maintenance periods	Operating speed	Reservation fee per train o/w	Access fee per train o/w	Equivalent price combined Euros £1 1.20€ 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	6,440 € /train

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2016 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.

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 (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 is not applied in the event of a simple request for pre-established paths, within the limit of one order per month and per operator).

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 1.20€ AF /train o/w
off-peak period	120 km/h or 140 km/h	2,227.50 € + £ 1,485.00	4,010 € /train
intermediate period	120 km/h or 140 km/h	2,475.00 € + £ 1,650.00	4,455 € /train
peak period	120 km/h or 140 km/h	2,722.50 € + £ 1,815.00	4,901 € /train

Train @ 100 km/h	Operating speed	Access fee per train o/w	Equivalent price combined Euros £1 1.20€ AF /train o/w
off-peak period	100 km/h	2,475.00 € + £ 1,650.00	4,455 € /train
intermediate period	100 km/h	3,712.50 € + £ 2,475.00	6,683 € /train
peak period	100 km/h	4,950.00 € + £ 3,300.00	8,910 € /train

Maintenance periods	Operating speed	Access fee per train o/w	Equivalent price combined Euros £1 1.20€ AF /train o/w
All trains @ 100 km/h	100 km/h	3,712.50 € + £ 2,475.00	6,683 € /train

FIXED LINK USAGE ANNUAL STATEMENT

Charging scales 2016 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 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 is not applied in the event of a simple request for pre-established paths, within the limit of one order per month and per operator).

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 1.20€ AF /train o/w
2,025 € /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 1.20€ AF /train o/w
4,050 € /train

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 working timetable)
- 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 during the working timetable.
- Offer 3:** Ad hoc Individual Train: One or more single crossings by passenger trains in one or more individual single train paths reserved 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 may be charged to cover the costs incurred in preparing the operational and contractual conditions and administration and billing costs. Eurotunnel may renounce 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 to its full satisfaction.

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: 22:00 -> 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 (5th 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 (5th 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 (5th working day).

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.

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Charging scales 2016 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 working timetable)

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 2009 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%. The reservation fee is denominated in 2016 prices. 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.

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 1.20€ RF/train o/w + AF/passenger o/w
intermediate period	160 km/h or 140 km/h	2,400 € + £ 1,600	8.45 € + £ 6.79	4,320 € /train + 16.60 € /pax
peak period	160 km/h or 140 km/h	2,640 € + £ 1,760	8.45 € + £ 6.79	4,752 € /train + 16.60 € /pax
off-peak period	120 km/h	2,160 € + £ 1,440	8.45 € + £ 6.79	3,888 € /train + 16.60 € /pax
maintenance period	100 km/h	3,600 € + £ 2,400	8.45 € + £ 6.79	6,480 € /train + 16.60 € /pax
		(2016 prices)	(2009 prices)	(2016 prices) (2009 prices)

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Charging scales 2016 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 during the working timetable.

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 2009 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%. The reservation fee is denominated in 2016 prices. 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.

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 1.20€ RF/train o/w + AF/passenger o/w
intermediate period	160 km/h or 140 km/h	2,640 € + £ 1,760	8.45 € + £ 6.79	4,752 € /train + 16.60 € /pax
peak period	160 km/h or 140 km/h	2,904 € + £ 1,936	8.45 € + £ 6.79	5,227 € /train + 16.60 € /pax
off-peak period	120 km/h	2,376 € + £ 1,584	8.45 € + £ 6.79	4,277 € /train + 16.60 € /pax
maintenance period	100 km/h	3,960 € + £ 2,640	8.45 € + £ 6.79	7,128 € /train + 16.60 € /pax
		(2016 prices)	(2009 prices)	(2016 prices) (2009 prices)

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Charging scales 2016 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 reserved during the working timetable, and planned less than a week in advance following an ad hoc request.

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 2009 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%. The reservation fee is denominated in 2016 prices. 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.

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 1.20€ RF/train o/w + AF/passenger o/w
intermediate period	160 km/h or 140 km/h	2,760 € + £ 1,840	8.45 € + £ 6.79	4,968 € /train + 16.60 € /pax
peak period	160 km/h or 140 km/h	3,036 € + £ 2,024	8.45 € + £ 6.79	5,465 € /train + 16.60 € /pax
off-peak period	120 km/h	2,484 € + £ 1,656	8.45 € + £ 6.79	4,471 € /train + 16.60 € /pax
maintenance period	100 km/h	4,140 € + £ 2,760	8.45 € + £ 6.79	7,452 € /train + 16.60 € /pax
		(2016 prices)	(2009 prices)	(2016 prices) (2009 prices)

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Charging scales 2016 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 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 is denominated in 2016 prices.

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: 7500 euros per contract (this charge is not applied in the event of a simple request for pre-established paths, within the limit of one order per month and per operator).

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 1.20€ AF/train o/w
intermediate period	140 km/h	2,400 € + £ 1,600	4,320 € /train
peak period	140 km/h	2,640 € + £ 1,760	4,752 € /train
off-peak period	120 km/h	2,160 € + £ 1,440	3,888 € /train
maintenance period	100 km/h	3,600 € + £ 2,400	6,480 € /train

(2016 prices)

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Charging scales 2016 for Passenger Trains

Inflation indices for the calculation of Access Fees in 2016 prices (Offers 1,2 & 3)

Annual inflation	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
IMP	1.7%	1.5%	2.7%	0.1%	1.4%	2.0%	1.8%	0.7%	0.6%	1.4%	1.5%
RPI	3.2%	4.3%	4.0%	-0.5%	4.6%	5.2%	3.2%	3.0%	2.5%	3.1%	3.4%
Source	Actual								Forecast		

Inflation index - January		2009-01	2010-01	2011-01	2012-01	2013-01	2014-01	2015-01	2016-01
IMP		117.2	118.3	120.2	122.9	124.2	124.9	125.6	127.4
RPI		210.1	217.9	229.0	238.0	245.8	252.6	258.9	266.9
Source		Actual						Forecast	

Access fee per passenger o/w		2009-01	2010-01	2011-01	2012-01	2013-01	2014-01	2015-01	2016-01
€/pax (January)		8.5	8.4	8.5	8.6	8.6	8.5	8.5	8.5
£/pax (January)		6.8	7.0	7.2	7.4	7.6	7.7	7.8	8.0
Euros combined (£1=1.20€)		16.6	16.8	17.2	17.5	17.7	17.8	17.9	18.1
Source		Actual						Forecast	

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ANNEXE 5

CALENDAR FOR PROCESSING OF CAPACITY REQUESTS

Up to Mid-April 2015	Railway Undertakings hold informal discussions with Eurotunnel and other IMs about their future capacity requirements
Mid-April 2015	Railway Undertakings present their request dossiers for train paths for the 2016 working timetable
Mid-April 2015 to Mid-July 2015	Eurotunnel analyses RU requests, wherever required in cooperation with adjacent infrastructure managers, and implements co-ordination process
Mid-July 2015	Eurotunnel communicates to the applicants the list of train paths proposed
Mid-July 2015 to Mid-August 2015	Applicants submit any comments within one month
Mid-August 2015	Eurotunnel informs the applicants of the definitive proposals for train paths
Mid-August 2015 to End-August 2015	Applicants have a two week period in which to confirm their reservation requests or make any complaints to Eurotunnel
End-August 2015 to Mid-September 2015	Eurotunnel implements dispute resolution process
Mid-September 2015	Eurotunnel produces the definitive timetable and informs the applicants of the train paths in the working timetable that have been allocated to them
13th December 2015	Commencement of the 2016 working timetable

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ANNEXE 6

FORMS FOR INTRODUCTION OF CAPACITY REQUESTS

Access Dossier - 2016 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	-

[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	

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ANNEXE 6

FORMS FOR INTRODUCTION OF CAPACITY REQUESTS

Path Reservation Dossier - 2016 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)	
Departure CET	(CET passage at South portal)	Departure CET	(CET passage at North portal)
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)	
Departure CET	(CET passage at South portal)	Departure CET	(CET passage at North portal)
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)	
Departure CET	(CET passage at South portal)	Departure CET	(CET passage at North portal)
Note A5		Note A6	
[A - operational information - Path 7]		[A - operational information - Path 8]	
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)	
Departure CET	(CET passage at South portal)	Departure CET	(CET passage at North portal)
Note A7		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 2016(F1)	DR €+£ /path + DC €+£ /train (Paths x,x,x)
Pricing 2016(F1)	DR €+£ /path + DC €+£ /train (Paths y,y,y)
Pricing 2016(F1)	DR €+£ /path + DC €+£ /train (Paths z,z)
Billing Instructions	Tolls to be invoiced to xxx
Note B1	-