



EUROTUNNEL NETWORK STATEMENT

- 2009 WORKING TIMETABLE -

CONTENTS

	Page
Cover Page	1
Glossary of Terms	5
1 FOREWORD	5
2 GENERAL INFORMATION	5
2.1 INTRODUCTION	5
2.2 NETWORK STATEMENT	6
2.3 STATUS OF THE NETWORK STATEMENT	6
2.3.1 Language	6
2.3.2 Appeal Procedures	6
2.3.3 Validity	7
3 CONDITIONS FOR ACCESS	7
3.1 LICENCE	7
3.2 SAFETY IN THE CHANNEL TUNNEL	8
3.3 SECURITY	8
3.4 CARRIAGE OF DANGEROUS GOODS	8
3.5 INSURANCE	9
3.6 GENERAL COMMERCIAL CONDITIONS	9
3.6.1 Access Contract	9
3.6.2 Framework Agreement	9
3.7 APPOINTMENT OF A TRACTION PROVIDER RAILWAY UNDERTAKING	9
4 INFRASTRUCTURE	10
4.1 DESCRIPTION	10
4.1.1 Rail Tunnels	10
4.1.2 Rail Control Centres (RCCs)	10
4.1.3 Loading Gauge	11
4.1.4 Signalling	11
4.2 ROLLING STOCK	11
4.2.1 Freight transport	11
4.2.2 Passenger transport	12
5 CAPACITY ALLOCATION	12
5.1 PROCESS	12
5.2 SCHEDULE FOR PATH REQUESTS	12
5.2.1 Schedule for Working Timetable	12
5.2.2 Schedule for Requests outside the Timetabling Process	12
5.2.3 2009 Working Timetable	13
5.3 ALLOCATION PROCESS	13
5.3.1 Co-ordination Process	13
5.3.2 Dispute Resolution Process	13
5.3.3 Withdrawal or Modification of Paths	13
5.4 ALLOCATION OF CAPACITY FOR MAINTENANCE, RENEWAL AND ENHANCEMENTS	14
5.5 SPECIAL MEASURES IN THE EVENT OF DISTURBANCE	14
5.6 COMMERCIAL AND OPERATIONAL PERFORMANCE MEETINGS	14
6 ADDITIONAL SERVICES	14
6.1 ABNORMAL LOADS	14
6.2 ADDITIONAL SERVICES	15
6.3 ESSENTIAL SERVICES FOR OPEN ACCESS CROSS-CHANNEL FREIGHT	15
7 CHARGES	16
7.1 GENERAL FRAMEWORK	16
7.2 CHARGING REGIME FOR FREIGHT TRANSPORT	16
7.3 CHARGING REGIME FOR PASSENGER TRANSPORT	17
7.4 INVOICING, DECLARATION AND VERIFICATION	18
8 ADDITIONAL INFORMATION	18

LIST OF APPENDICES

APPENDIX 1 - OPERATING RULES AND PROVISIONS RELATING TO ROLLING STOCK AND TRAIN CREW	19
APPENDIX 2 - TECHNICAL SPECIFICATIONS CONCERNING THE ROLLING STOCK	21
APPENDIX 3 - CHARGING REGIME FOR FREIGHT TRAINS	25
APPENDIX 4 - CHARGING REGIME FOR PASSENGER TRAINS	31

EUROTUNNEL NETWORK STATEMENT

Glossary of Terms

<i>RU</i>	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.
<i>Eurotunnel</i>	The rail Infrastructure Manager of the Channel Tunnel.
<i>GCU</i>	General Contract of Use for Wagons.
<i>IGC</i>	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 Tunnel.
<i>International</i>	Any association of at least two Railway Undertakings established in different
<i>Grouping</i>	Member States for the purpose of providing international transport services between Member States of the European Community.
<i>Access Contract</i>	Agreement between the International Grouping or the Railway Undertaking and Eurotunnel, which includes all administrative, technical and financial provisions for the operation of trains through the Channel Tunnel.
<i>RCC</i>	Rail Control Centre – supervision and control of all train movements through the Tunnel.
<i>RID</i>	Regulations concerning the International Carriage of Dangerous Goods by Rail.
<i>Channel Tunnel</i>	The term used in this document refers to the rail tunnels and installations of the Fixed Link between the United Kingdom and France used by the Railway Undertakings and the International Groupings.
<i>UIC</i>	Union Internationale des Chemins de fer.

EUROTUNNEL NETWORK STATEMENT

1 FOREWORD

Eurotunnel is publishing this 2009 version of its Network Statement following transposition of the "First Rail Package" Directives (Directives 2001/12/EC, 2001/13/EC and 2001/14/EC¹) to the Channel Tunnel. This has been done by means of a Regulation made by the Intergovernmental Commission that took effect on 25th January 2006, which was given force in UK law by the *Channel Tunnel (International Arrangements) Order 2005* of 19th December 2005² and in French law by publication of a "Décret du Président de la République" dated 1st March 2006³.

2 GENERAL INFORMATION

2.1 Introduction

Railway Undertakings established or to be established in a Member State have access and transit rights through the common section of the Channel Tunnel under fair and non-discriminatory conditions, for the purpose of providing:

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

International Groupings have, unless otherwise stated by regulations, the same access and transit rights for the provision of international transport services between the Member States where the railway undertakings constituting the groupings are established.

Eurotunnel, as Infrastructure Manager of the Channel Tunnel, offers a reliable, modern, railway infrastructure, maintained to the highest standards, to enable the efficient and safe operation of through trains between the UK and Continental Europe. The Channel Tunnel is compliant with UIC technical standards and operates 24 hours a day, 365 days a year. It is also an integral part of the Trans-European Rail Transport Network in accordance with the Decision of the European Parliament and of the Council of 23/02/1996⁴.

Eurotunnel wishes to see a major development in freight and passenger train traffic between the UK and Continental Europe. The capacity available in the Tunnel allows for such development, in particular for trains which would operate in the Tunnel at a speed around 140 km/h. Eurotunnel therefore invites any International Grouping or Railway Undertaking wishing to use the Channel Tunnel to contact the Director of Railway Development, who is the sole point of contact between the Infrastructure Manager and the Railway Undertakings, at:

Eurotunnel, UK Terminal, PO Box 2000, Folkestone, Kent, CT18 8XY, United Kingdom
Tel.: +44 1303 288615 / +33 3 21 00 63 85 / Fax: +44 1303 288609 / +33 3 21 00 65 58
Email: jean-pierre.ramirez@eurotunnel.com

All International Groupings and Railway Undertakings will henceforth be collectively referred by in this document by the generic term "Railway Undertakings".

¹ Directive 2007/58/EC, amending Directive 91/440/EEC on the development of the Community's railways and Directive 2001/14/EC on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure, is in the process of being transposed to the Channel Tunnel.

² Internet address: http://www.opsi.gov.uk/si/si2005/uksi_20053207_en.pdf

³ JORF n° 57 of 8 March 2005, document n° 5

⁴ Decision 1692/96/EC of the European Parliament and of the Council on Community guidelines for the development of the trans-European transport network, as amended by Decision n° 1346/2001/EC of the European Parliament and of the Council dated 22/05/2001.

EUROTUNNEL NETWORK STATEMENT

2.2 Network Statement

This document is published in accordance with Article 3 of Directive 2001/14/EC and will be referred to as the "Network 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 Tunnel. Also included is other information required to process an application for train paths. It applies only to use of the Channel Tunnel; other Network Statements can be obtained from other railway infrastructure managers along the line of route, in particular:

United Kingdom	www.networkrail.co.uk	"Network Statement".
France	www.rff.fr	"Document de référence du réseau ferré national"

In 1987, Eurotunnel signed a Usage Contract with British Railways Board (BRB) and SNCF, under which BRB and SNCF are entitled at all times, until 2052, to 50% of the Channel Tunnel capacity per hour in each direction to run any trains. For their part, BRB and SNCF are under an obligation to have the rolling stock, infrastructure and capacity required to operate international rail services on either side of the Fixed Link. As far as rail freight is concerned, in 1997 BRB decided to delegate performance of certain of its rights and obligations to a single operator, EWS, a company established following BRB's privatisation. The incumbent operators EWS and SNCF are therefore in a special position and the signatories of the Usage Contract are bound by its terms until 2052. The Eurotunnel Network Statement takes account of the existence of the Usage Contract and aims to offer all operators equivalent conditions for access to the Channel Tunnel without distorting competition conditions.

On 23rd October 2007, Eurotunnel announced its strategy to relaunch cross-Channel rail freight in Open Access, made possible through the combined efforts of all the cross-Channel partners (freight operators, contractual parties, infrastructure manager, governments) and including the establishment of a support mechanism by the British Government. Consequently, the Eurotunnel Network Statement includes since 2008 an amended pricing grid (see Appendix 3 "Charging Regime for Freight Trains") introducing a new competitive pricing identical for all operators, as well as a description of measures ensuring real and efficient Open Access to all operators (see Section 6 "Additional Services").

2.3 Status of the Network Statement

This Network 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 Network Statement.

2.3.1 Language

This document is written in French. An English translation is also available. If there is any conflict between the two versions, the French version shall prevail.

2.3.2 Appeal Procedures

The Concession to operate the Channel Tunnel 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 Tunnel.

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

EUROTUNNEL NETWORK STATEMENT

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'Environnement, de l'Energie, du
Développement Durable et de l'Aménagement du
Territoire (MEEDDAT)
Tour Voltaire, 1 Place des Degrés
92055 Paris La Défense Cedex

2.3.3 Validity

The period of validity of the Network Statement is that of the 2009 Working Timetable, i.e. from 14th December 2008 until 12th December 2009.

This document is published in accordance with Article 3 of Directive 2001/14/CE. 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 texts which are adopted and which come into force after publication of the Network Statement are applicable under their own conditions without updating being required.

3 CONDITIONS FOR ACCESS

Transit rights will be granted to Railway Undertakings (RUs) or International Groupings established in the Member States for the purpose of the provision of international rail transport services. Applicant Railway Undertakings (or, where applicable, the Traction Provider Railway Undertaking that it has appointed to provide cross-Channel traction operations) wishing to enter into an access contract 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 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 Tunnel.

3.1 Licence

A licence is required to provide rail freight and passenger transport services under the conditions laid down in Directive 95/18/EC⁵. This licence can be obtained from any Member State of the European Community. In France, the Ministry of Transport can grant the licence. In the UK, the Office of Rail Regulation examines each application and grants licence applications.

⁵ Directive 95/18/EC, as amended by Directives 2001/13/EC and 2004/49/EC.

EUROTUNNEL NETWORK STATEMENT

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'Environnement, de l'Energie, du Développement
Durable et de l'Aménagement du Territoire (MEEDDAT)
Direction Générale des Infrastructures, des Transports, et de la
Mer (DGITM)
Direction des infrastructures de transport
Arche Sud
92055 Paris La Défense Cedex

A licence shall be valid throughout the territory of the European Community. Candidates wishing to access the infrastructure who already hold a rail licence obtained in a Member State are requested to contact the Office of Rail Regulation for information on the other requirements that apply under UK law.

3.2 Safety in the Channel Tunnel

Eurotunnel has put in place unified rules (covering the requirements specific to the UK and France) for the operation of rail transport services through the Channel Tunnel respecting high safety standards. These unified rules are applicable to the entire Channel Tunnel system and comprise operating rules, provisions relating to rolling stock and provisions relating to the physical and professional aptitudes and training of Train Crew. A general description of these rules is given in **Appendix 1**. Eurotunnel will assist RUs wishing to access the Channel Tunnel to take account of all these rules in their operations.

In order to access the Channel Tunnel, Railway Undertakings must hold a safety certificate comprising, on the 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 Tunnel Fixed Link which entered into force on 4 July 2008⁶. The IGC seeks the opinion of the Concessionnaires on each request from a Railway Undertaking for a Part B certificate at the time it starts its consideration of the application.

3.3 Security

The principal regulations regarding security 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:

MLTS2
Transec
5th Floor
Southside
105 Victoria Street
London SW1E 6DT

France:

Secrétariat Général au Tunnel sous la Manche
Ministère de l'Environnement, de l'Energie, du
Développement Durable et de l'Aménagement
du Territoire (MEEDDAT)
Tour Voltaire, 1 Place des Degrés
92055 Paris La Défense Cedex

3.4 Carriage of Dangerous Goods

The list of dangerous goods accepted for commercial carriage onboard trains using the Channel Tunnel 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"). In view of the special circumstances of the Channel Tunnel, special rules have been put in place which are more restrictive than those laid down in the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID). Eurotunnel does, of course, remain at the disposal of the RUs for any further information.

⁶ National instruments implementing the Regulation: The Channel Tunnel (Safety) Order 2007 (2007/3531) and the decret n° 2008-748 of 28 July 2008 publishing the IGC regulation [internet addresses: http://www.opsi.gov.uk/si/si2007/pdf/uksi_20073531_en.pdf and http://www.legifrance.gouv.fr/jopdf/common/jo_pdf.jspnumJO=0&dateJO=20080731&numTexte=9&pageDebut=12258&pageFin=12265]

EUROTUNNEL NETWORK STATEMENT

3.5 Insurance

In accordance with Directive 95/18/CE⁷, RUs must be adequately insured for the provision of rail transport services in the Channel Tunnel.

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.

3.6 General Commercial Conditions

3.6.1 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 Tunnel. These conditions, available on request from the Director of Railway Development (contact details in Section 2.1), include all the administrative, technical and financial provisions necessary to comply with safety, security and insurance requirements. 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 Tunnel. The agreement will describe the train paths allocated and cannot be valid for more than one working timetable period.

3.6.2 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 agreement will be made available to any RU wishing to use the Channel Tunnel and who submits a request.

3.7 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 advance 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 its consent to this appointment as quickly as possible after receiving the necessary evidence and guarantees. 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.

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

4 INFRASTRUCTURE

4.1 Description

The Channel Tunnel is a transport infrastructure providing a fixed and permanent link between the rail networks of the UK and France.

The railway system comprises all of the infrastructure and fixed equipment necessary for the operation of trains, from their points of connection with neighbouring networks.

Operational interfaces between the railway system and the RU 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 and Network Rail and the RCC, and between these Centres and the trains.

The railway infrastructure and equipment necessary for the functioning of the railway system are described below.

4.1.1 Rail Tunnels

The Eurotunnel system comprises two rail tunnels linking the two points of entry into the Concession. They are approximately 50km in length and their internal diameter is approximately 7.6m.

There is a road Service Tunnel between the two rail tunnels which is accessible every 375m on average by means of cross-passage doors.

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.

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.

The catenary supplies traction power to the electric locomotives in the rail tunnels. It is divided into smaller sections, so that the configuration can 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.

Electrical power for the Tunnel 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.

4.1.2 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. There are two equivalent centres that take turns in being the duty Control Centre, one on the UK side and one on the French side. The Control Centre not on duty is on standby ready to take over control at any time.

EUROTUNNEL NETWORK STATEMENT

4.1.3 Loading Gauge

All UIC loading gauges are accepted in the Channel Tunnel. However, for freight trains bound for the Network Rail network, which has a more restrictive loading gauge, only wagons bearing the initials C.T. (Channel Tunnel) can be accepted (ref. Section 4.2.1 below).

4.1.4 Signalling

The signalling used is TVM 430, specially parametered for the Channel Tunnel.

4.2 Rolling Stock

RUs must ensure that their rolling stock is compatible with the Channel Tunnel, and complies with applicable UIC regulations and requirements specified by Eurotunnel. Such requirements include, amongst others, train formation, available traction power, braking performance, fire resistance and equipment redundancy. A general description of the minimum specifications concerning this equipment is given in **Appendix 2**.

4.2.1 Freight transport

- Locomotives

RUs may use as a frame of reference the Class 92 locomotive, which is currently used for freight trains in the Channel Tunnel. A technical description of this locomotive can be obtained from the Director of Railway Development whose contact details are given in Section 2.1.

- Wagons

All freight wagons used in the Channel Tunnel shall comply with the specifications of the UIC, Rules of the GCU, and of the RID/RTMD. Also, in accordance with the regulations concerning movements in the United Kingdom, the wagons shall comply specially with the specifications of UIC Leaflet 503, which covers the specific characteristics of the wagons needing to run on the smaller gauge of the UK network. More generally, freight wagons shall comply with the Technical Specifications of Interoperability⁸.

The wagons shall be designed to respect the following general criteria:

- maximum permitted speed of 120 km/h at a maximum axle loading of 20 tonnes, which may increase to 22.5 tonnes in future, depending on the permitted maximum axle loadings in Europe;
- maximum permitted speed of 140 km/h for certain wagons also used with a maximum axle loading of 20 tonnes.

Detailed specifications concerning the wagons are given in **Appendix 2**.

Wagons approved for transit through the Channel Tunnel bear the Tunnel logo with the letters C.T. (Channel Tunnel).

The maximum length of trains in the Channel Tunnel is limited to the maximum permitted length on adjacent networks, i.e. on the infrastructures of RFF and Network Rail. It is generally 750 metres. The maximum permitted axle loading is 22.5 tonnes.

For better use of the Channel Tunnel's capacity, a running speed of 120 km/h to 140 km/h is recommended for wagons (see Section 5 below).

⁸ internet address: <http://www.era.europa.eu/core/interoperability/Pages/Documents.aspx#TSI> "Rolling stock - freight wagons"

EUROTUNNEL NETWORK STATEMENT

4.2.2 Passenger transport

Trains may be composed of vehicles hauled by locomotives at either end or comprise motor sets. There must be a driving position at each end of the train.

In particular, passenger trains must be equipped with special communication, braking and fire protection equipment and have special characteristics to ensure safe evacuation.

5 CAPACITY ALLOCATION

Eurotunnel, as manager of the Channel Tunnel rail infrastructure, has a body for allocating capacity which ensures that train paths are allocated on a fair and non-discriminatory basis.

Priority will be given to requests for train paths in the Channel Tunnel at 140 km/h and 120 km/h (freight) or 160 km/h (passengers). However, paths at 100 km/h will be available, particularly during off-peak and maintenance periods.

The train paths allocated are of at least equal validity to those in the timetable for which, or during which, the capacity has been granted.

5.1 Process

RUs may send their requests for train paths to the Director of Railway Development (contact details in Section 2.1) who will pass them on to the allocation body forthwith.

Any information, whether given in writing or verbally by RUs, will be treated as confidential.

5.2 Schedule for Path Requests

5.2.1 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 mode and the RUs' commercial requirements. This mirrors the processes put in place by other European infrastructure managers.

After informal discussions with Eurotunnel about their requirements, the Railway Undertaking presents its request 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 implements the co-ordination process as laid down in Section 5.3.1 below.

As from 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 make any complaints to Eurotunnel. The process laid down in Section 5.3.2 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.

5.2.2 Schedule for Requests outside the Timetabling Process

Eurotunnel will respond as quickly as possible to requests for individual train paths received outside the timetabling process. Information supplied on available spare capacity will be provided to all applicants who request it.

EUROTUNNEL NETWORK STATEMENT

5.2.3 2009 Working Timetable

Regarding the 2009 working timetable (applicable from Sunday 14th December 2008 to Saturday 12th December 2009), 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 (**Appendix 3** and **Appendix 4**).

5.3 Allocation Process

5.3.1 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 shall have the right, within reasonable limits, to propose infrastructure capacity that differs from that which was requested. Priority will generally be granted to the request presenting the most intense frequency of commercial utilisation (Offer 1 > Offer 2 > Offer 3 > Offer 4), except for particular instances with special constraints.

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

5.3.2 Dispute Resolution Process

Without prejudice to the possibility of appeal set out in Section 2.3.2. above, Eurotunnel places at the disposition of applicants a system for the rapid resolution of conflicts in the allocation of infrastructure capacity. The RU should address claims to the Director of Railway Development (contact details in Section 2.1.).

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 which solution the applicant thinks the dispute resolution process should take into account (for the applicant and other applicant(s) whose provisionally allocated train paths could be modified);
- a justification for the complaint.

Complaints are communicated by the Director of Railway Development, 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 has been received. Each Eurotunnel decision will be communicated in writing and justified.

5.3.3 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;

EUROTUNNEL NETWORK STATEMENT

- 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 permanent and 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.

5.4 Allocation of Capacity for Maintenance, Renewal and Enhancement Works

Eurotunnel reserves the right to close part of the Tunnel every night for maintenance, resulting in a Single Line Working period. For 2009, maintenance will normally be performed during the nights of Friday, Saturday and Sunday between midnight and six o'clock in the morning; Single Line Working is thus used during these night-time periods.

5.5 Special Measures in the Event of Disturbance

In the event of disturbance 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 Tunnel.

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

Regulation of trains in the Channel Tunnel 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 7 (Charges).

5.6 Commercial and Operational Performance Meetings

Parties will meet regularly to discuss performance relating to the use of the Tunnel, with the aim of improving this for all parties concerned. They will regularly exchange information on traffic forecasts to ensure optimum use of the Channel Tunnel.

6 ADDITIONAL SERVICES

6.1 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 Tunnel. An additional charge may be made for carrying such traffic because of the specific costs incurred by Eurotunnel for the transit of the train.

EUROTUNNEL NETWORK STATEMENT

6.2 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 contact the entities controlling them. Eurotunnel may if necessary assist any RUs encountering difficulties in accessing this type of installation or service essential for cross-Channel traffic.

6.3 Essential Services for Open Access Cross-Channel Freight

In accordance with its announcement on 23rd October 2007, and within the context of the reciprocal of efforts to develop Open Access rail freight through the Channel Tunnel, Eurotunnel has agreed with its cross-Channel partners to introduce measures to facilitate Open Access through guaranteed, transparent and non-discriminatory conditions for all Railway Undertakings to access essential services for cross-Channel freight trains. 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
- security and immigration border controls
- 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 400 pounds or 600 euros per train single journey (capping in 2007 prices, for full processing of a train requiring a single locomotive). This capping is guaranteed for the long term through a mechanism of indexation on inflation in order to offer sustainable and transparent assurances to Railway Undertakings wishing to develop rail freight services between Great-Britain and Continental Europe. All railway operators are entirely free to negotiate or produce by themselves the provision of one or more of these essential services in better conditions and as they wish. Nonetheless, they will always retain the option of benefiting from the capping guarantees obtained by Eurotunnel if they so wish, thus providing a reliable and stable assurance of real and efficient Open Access.

These measures for opening up the market 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 (regulatory constraints, specific technical requirements, specialised locomotives, fixed border costs, etc.). Their aim is to allow a re-launch of cross-Channel traffic in Open Access by all Railway Undertakings as provided for by European Directives and in application of the legislation, regulations and national and bi-national transposition measures, and within conditions of government action in favour of modal transfer to rail.

Eurotunnel is planning to prepare detailed documentation on these guaranteed conditions for access to the essential services for Open Access cross-Channel freight and invites any Railway Undertaking interested in this option to contact the Director of Railway Development (contact details given in 2.1 above).

7 CHARGES

7.1 General Framework

Eurotunnel, in accordance with European texts, has a charging body which establishes specific rules for charging and determines the payments for access to the Channel Tunnel that apply to freight and passenger transport services

The charging regime allowing access to the Channel Tunnel was established on non-discriminatory and transparent bases, taking account of the costs of constructing and operating the Channel Tunnel, the situation of the transport market and optimum use of the Channel Tunnel's capacity. The charges applicable from the 2008 working timetable onwards have been designed to provide fair access equivalent to the access under the Usage Contract referred to in section 2.2.

- The regime corresponds 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.

It should also be pointed out that the regime applies to services that are not on a conventional railway infrastructure but one that allows the crossing through a natural barrier and connects the UK railway system to the continental railway system.

- The offers do not include shunting services in the event of a technical failure which are the subject of a separate and distinct charge. The charging regime does not include any additional or complementary services.

7.2 Charging Regime for Freight Transport

The regime corresponds to 5 separate offers for freight trains:

- Offer 1A – Reserved Weekly Train: One weekly single crossing in the annual working timetable, on the same days on the same train paths reserved for all the remaining weeks in this timetable.
- Offer 1B – Reserved Daily Train: One frequent single crossing (3 or 4 week nights outside maintenance periods) weekly for all the weeks remaining in this annual working timetable, on the same reserved train paths.
- 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 following an ad hoc request made during the working timetable.
- Offer 3 – Unreserved Additional Train: One or more single crossings by locomotives without wagons unreserved in the annual working timetable, and not planned 24h in advance at the latest.
- Offer 4 – Light Engine Repatriation: One or more single crossings by locomotives without wagons unreserved in the annual working timetable, scheduled not later than 24h in advance.

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.

EUROTUNNEL NETWORK STATEMENT

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. Likewise, the access fee may be supplemented in the event of breakdown of a rail freight train in the Channel Tunnel involving a prolonged stationary period, in particular for recurring failures.

The charging system that applies to freight trains is given in **Appendix 3**.

Table 1: Daily Allocation of 2009 Capacities for freight trains

Period	Start Time*	End Time*
Off-peak	22:00	07:00
Intermediate	07:00	13:00
Peak	13:00	22:00
Maintenance (**)	22:00	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.

(**) Maintenance nights are usually Friday, Saturday and Sunday nights. Eurotunnel also regularly organises maintenance works during periods when traffic is very light, these generally being a few nights in the year such as 31st December.

7.3 Charging Regime for Passenger Transport

The regime corresponds to 2 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 on the same train paths reserved for all the remaining weeks in this timetable..
- Offer 2: – Reserved Individual Train: One or more single crossings by passenger trains on one or more individual single train paths reserved in the annual working timetable or reserved following an ad hoc request made during the working timetable..

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 charging system that applies to passenger trains is given in **Appendix 4**. The charges applicable for the 2009 working timetable have been designed to be equivalent to the charges in the Usage Contract referred to in section 2.2.

EUROTUNNEL NETWORK STATEMENT

Table 2: Daily Allocation of 2009 Capacities for passenger trains

Period	Start Time*	End Time*
Off-peak	23 :00	07 :00
Intermediate	07 :00	13 :00
Peak (**)	13 :00	23 :00
Evening peak (***)	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.

(**) Except for evening peak hours

(***) Except Saturday evening, included in the peak period

(****) Maintenance nights are usually Friday, Saturday and Sunday nights. Eurotunnel also regularly organises maintenance works during periods when traffic is very light, these generally being a few nights in the year such as 31st December.

7.4 Invoicing, Declaration and Verification

The RU must introduce a system to record the traffic units (number of passengers or trains and tonnes of freight) actually transported through the Channel Tunnel. 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. The recording procedures, information contained in the declaration and the verification process 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 **Appendices 3 and 4**.

8 ADDITIONAL INFORMATION

If, having read this Network Statement, you require further information, or if you wish to explore the creation of rail freight and passenger transport services between the United Kingdom and Continental Europe, we are, of course, at your disposal to discuss the matter. Please contact Eurotunnel's Director of Railway Development.

APPENDIX 1

OPERATING RULES AND PROVISIONS RELATING TO ROLLING STOCK AND TRAIN CREW

A. Operating Rules

The documents containing these rules are called "interface documents" and are divided into 3 categories:

1. Safety Arrangements, which are rules documents of general application:
 - Volume C "Railway Operations";
 - Volume E "Emergency Plan";
 - Volume F "Carriage of Dangerous Goods".
2. Operating and Interface Principles. These documents develop the themes already covered in the Safety Arrangements, defining the requirements which apply, and set out a framework for the production of texts for use by operators.
3. Operating Temporary Instructions (OTIs) and Operating Urgent Instructions (OUIs). These documents set out rules that are to be applied only in a particular situation: emergencies, temporary requirements, special technical requirements.

B. Provisions relating to Rolling Stock

RUs must ensure that the rolling stock used is compatible with the Channel Tunnel. **Appendix 2** gives a summary of the specifications required for the traction units and hauled units used to compose freight or passenger trains. The details of the specifications are available on request.

The RUs must submit a detailed technical report describing the rolling stock to be used in the Tunnel. Such rolling stock must be maintained in accordance with good railway practice.

C. Provisions relating to Personnel

The number and quality of train crew will be determined by the RUs to meet the requirements as stated in the interface documents referred to above. Only the RUs' own personnel or other personnel approved by the RUs may staff the trains. RUs will ensure that their staff on duty in the Channel Tunnel have received training which is suitably adapted for the correct performance of their duties. Such training will include the regulations governing trains, safety rules, and the procedures to be followed in an emergency.

RU staff may be trained either by their own employer or by Eurotunnel (additional service). In the former case, the training course must be designed by Eurotunnel in collaboration with the RUs or sub-contractors concerned. The conditions for delivering these services will be defined with the RU.

The RUs, with the agreement of Eurotunnel, are responsible for the certification of their train crews and will issue a certificate which is valid for an appropriate period. This certificate is awarded to those staff who have satisfactorily achieved certification following the aforementioned training.

Once trained and certified, RU staff attend regular refresher courses and take part in operational safety exercises; this is a requirement for regular renewal of their Channel Tunnel certificates. Details of training and re-certification are available upon request.

Eurotunnel reserves the right to accompany the drivers of trains during the Tunnel crossing.

EUROTUNNEL NETWORK STATEMENT

(i) Official languages

English and French are the languages used for operation of the Channel Tunnel system. The two languages have equal status and are both valid.

The RCC Controllers are bilingual, and so can communicate with all operations or maintenance personnel in English or in French.

Safety documents relating to railway operations are written in both languages.

When the Operating Instructions and Maintenance Procedures involve personnel speaking different languages, pre-established standard messages in English and French are used. All RU employees who have to use those Instructions must be able to convey and understand the standard messages in at least one of the two languages.

It is, however, desirable that these people are able to communicate effectively in both languages.

(ii) Breaches of duty by personnel on trains

Breaches of duty by personnel on trains will be dealt with by the RU concerned under their own or other appropriate disciplinary procedures.

However, Eurotunnel reserves the right to require the RU to withdraw, or have withdrawn, the certificate of competence of any personnel on trains who do not observe, or whose behaviour would indicate that they are not observing, Eurotunnel's operational rules and directives.

(iii) Crew size on trains on the Concession

The crew size on a new type commercial train must be defined taking account of all the safety parameters and particularly emergency response constraints. Supporting safety studies must be provided.

D. Safety Case

The Railway Undertaking must supply a Safety Case in order for the IGC to issue a Part B certificate required to access the Channel Tunnel. The document "Interface Principle: Procedure for the Acceptance of an Operator's Safety Case for the running of Train Services over Eurotunnel's Infrastructure" provides an indication of the information to be included in the Safety Case.

APPENDIX 2

TECHNICAL SPECIFICATIONS CONCERNING THE ROLLING STOCK

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

Revisions: The present appendix may be revised as necessary during the working timetable in order to take into account any evolutions in safety specifications applying to rolling stock destined for Channel Tunnel operations.

1. LOCOMOTIVES

1.1. Traction

The performance of the locomotives must be sufficiently high to haul all the proposed train types and be capable of:

- operating on gradients up to 11°/°°;
- bringing a train requiring assistance out of the Tunnel, provided that the hauled weight does not exceed 2100 tonnes;
- hauling its own train out from the Tunnel from a stand with 50% of its traction power available.

1.2. Equipment

The locomotives must be equipped with the following systems, in particular:

1.2.1. Cab signalling

The leading cab of all trains using the Channel Tunnel must be equipped with a cab signalling equipment system compatible with the signalling system. This equipment provides the receiver with a target speed from information transmitted by the track circuits and interpreted by the on-train computers.

1.2.2. Automatic Train Protection (ATP)

All trains using the Channel Tunnel must be equipped with Automatic Train Protection (ATP).

1.2.3. Train Communication

All trains using the Channel Tunnel must be equipped with track-to-train communications 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. Trunking allows efficient use to be made of a pool of radio channels offering improved service to the system users.

(NB: Installation of a GSM-R communication system in the Channel Tunnel is currently under review).

1.2.4. Fire Protection

Locomotives must be equipped with a fire detection and extinguishing system inside the power compartment. The system must afford protection for the driver for at least 30 minutes.

EUROTUNNEL NETWORK STATEMENT

1.3. Definition Criteria

1.3.1. Specific environment

RUs may use as a frame of reference the Class 92 locomotive, which is currently used for freight trains in the Channel Tunnel. A technical description of this locomotive can be obtained from the Director of Railway Development, whose contact details are given in Section 2.1 of the Network Statement.

The locomotive design must take account of the specific characteristics of the Tunnel environment in respect of the fire behaviour of materials and noise levels in the driving cab.

1.3.2. Safety

- A minimum 90-minute battery autonomy. In the event of failure of the locomotive's battery charger, the locomotive must be able to operate at full performance for 30 minutes;
- Fire protection: the fire detection / extinguishing system must be designed so that the locomotive can continue running in the event of a fire and the driver is afforded protection for at least 30 minutes. This system must be able to detect and extinguish fires inside the power compartment.

1.4. Assisting failed locomotives

An immobilised locomotive (or a train hauled by the locomotive) requiring assistance has to be coupled:

- 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 (assisting train + assisted 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 gear that can be used in the Tunnel.

2. FREIGHT WAGONS

Wagons approved to access Network Rail from the Tunnel display the Tunnel logo with the letters C.T. (Channel Tunnel).

All the freight wagons used in the Channel Tunnel will be fitted with a single pipe automatic air brake, giving the driver full control for the braking of all the wagons in the train. Should the train be divided, this system will automatically bring both halves of the train to a stand under the same conditions as on the British and French rail networks.

Every vehicle will be provided with a UIC or UIC-compatible coupling, capable of being adjusted to take up the slack at the ends (in the case of certain articulated vehicles, this coupling will be provided only at the extreme ends of the articulated unit). Side buffers, of the standard type used in Europe, are fitted at the ends of each wagon or each articulated vehicle.

The following types of wagon are permitted in the Channel Tunnel:

- hopper wagons;
- covered wagons;
- wagons with sliding doors;
- intermodal – container and swap body wagons;
- wagons for transporting cars;
- wagons with mechanical hoods;
- flat wagons;
- tank wagons.

EUROTUNNEL NETWORK STATEMENT

The specific requirements for operation in the Tunnel are identified in UIC leaflet 503. These are electromagnetic characteristics, resistance to lateral forces (piston relief ducts), integrity of wagons to prevent the dispersal of dust loads in the Tunnel, fire resistance/materials and compatibility with the hot axle-box detectors.

New wagons must be designed for a minimum speed of 120 km/h.

3. PASSENGER TRAINS

The criteria set out in the section apply to all passenger-carrying train compositions. Trains may be composed of vehicles hauled by locomotives positioned at either end or be formed from motor sets. There must be a driving position at each end of the train.

3.1. Access doors and step

- Door operating principle: doors may only be opened when the train is travelling at less than 10km/h and they have been unlocked by the crew.
- The step must be suitable to the Tunnel environment so as to be able to evacuate all passengers within a short time.

3.2. Alarm and communications

- An efficient communication system should allow the crew:
 - to communicate with the driver (with priority management);
 - to communicate between themselves;
 - to broadcast passenger announcements.
- A passenger alarm/call for aid device must be available in each vehicle.

3.3. Assisting a train immobilised in the Tunnel

Immobilised vehicles requiring assistance have to be coupled:

- to Eurotunnel's Diesel assisting unit. To do this, the front and/or rear power car must have an automatic coupling compatible with the coupling systems on Eurotunnel's assisting units;
- to a passenger train of the same type. The composition of the train (assisting train + assisted train) must have sufficient minimum traction power for appropriate minimum acceleration. The couplings must not be stressed beyond an acceptable limit.

3.4. Traction system

The performance of the locomotives allowed to operate in the Channel Tunnel must be sufficiently high to haul all the proposed train types and be capable of:

- operating on gradients up to 11°/‰;
- bringing a train of the same type requiring assistance out of the Tunnel;
- hauling its own train out from the Tunnel from a stand with 50% of its traction power available.
- the electric units must be compatible with the 25 kV a.c. supply. The pantograph must be compatible with the geometry of Eurotunnel's catenary, particularly its height.

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

EUROTUNNEL NETWORK STATEMENT

3.5. Braking system

With all braking equipment operational, a normally laden train running at 160 km/h which makes an emergency brake application must be able to stop within a distance of 900 m on dry rail without activating the wheel slide protection.

In the event of failure of the electro-pneumatic brake, full and correct operation of the pneumatic brake must still be possible.

In the event of loss of brake power when the train is at a stand for a long time, there must be a "parking brake" that ensures that the train can be immobilised on a 11° gradient with a 60 km/h wind against it (piston effect).

The driver's safety equipment (automatic train protection, TVM 430 signalling, VACMA) activate emergency braking. The safety-related aspect of these operations implies redundancies. Onboard test devices must provide assurances that the brakes are operating correctly.

3.6. Preventive measures against fire

The materials used to fit out the interior of the vehicles must comply with the fire/smoke standard NF F 16-101. A smoke penetration protection system should be provided.

A sufficient number of fire barriers must be installed at the ends of some vehicles to safeguard all passengers and staff as they evacuate from the train into the Tunnel in an emergency.

The power compartment partitions must remain smoke-tight for at least 30 minutes.

Construction details must afford 30 minute fire protection for pipes and hoses and wiring and equipment.

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

Fire-fighting system (extinguishers): in addition to the special systems in the power compartments using Halon 1301 or an equivalent, a sufficient number of powder and wet chemical extinguishers must be available in each vehicle.

Passageways for evacuation: the dimension of passageways must allow all passengers to be evacuated quickly if necessary.

3.7. Evacuation safety

The availability of emergency exits every 375m into the protected environment of the service tunnel is a main feature of the safety arrangements for occupants of the Channel Tunnel. One of the pre-conditions for efficient and safe evacuation of passengers in an emergency is to stop the train, and more specifically a coach carrying passengers or directly accessible by passengers, alongside an emergency exit. In order for this condition to be systematically achieved, irrespective of stopping conditions in particular, passenger trains are normally required to be at least 375m long (excluding power cars, unless passengers can easily evacuate from them) and passengers have to be able to pass from one end to the other. This base configuration provides the optimum conditions of safety if evacuation is necessary.

APPENDIX 3 OF EUROTUNNEL'S NETWORK STATEMENT - CHARGING REGIME FOR FREIGHT TRAINS

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

Offer 1A: Reserved Weekly Train: One weekly single crossing in the annual working timetable, on the same days on the same train paths reserved for all the remaining weeks in this timetable.

Offer 1B: Reserved Daily Train: One frequent single crossing (3 or 4 week nights outside maintenance periods) weekly for all the weeks remaining in this annual working timetable, on the same reserved train paths.

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 following an ad hoc request made during the working timetable.

Offer 3: Unreserved Additional Train: One or more single crossings unreserved in the annual working timetable, and not planned 24h in advance at the latest.

Offer 4: Light Engine Repatriation: One or more single crossings by locomotives without wagons unreserved in the annual working timetable, scheduled not later than 24h in advance.

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 -> 7:00 except for Friday to Saturday nights, Saturday to Sunday nights and Sunday to Monday nights
- Intermediate periods: 7:00 -> 13:00 (all times are CET - Central European Time)
- Peak periods: 13:00 -> 22:00
- Maintenance periods: 22:00 -> 7:00 usually Friday to Saturday nights, Saturday to Sunday nights and Sunday to Monday nights

In the case of trains running later than 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. Beyond this threshold, the charges of Offer 3 will apply.

D. Payment terms are as follows:

- Reservation fees are chargeable upon signature of the 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 signature of the access contract and payable at the start of the month following its signature (5th working day).

E. In the event of technical breakdown of a freight train in the Channel Tunnel 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) 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.

EUROTUNNEL NETWORK STATEMENT

Charging regime for the 2009 working timetable for access by freight trains to the Channel Tunnel

Offer 1A

Reserved Weekly Train: One weekly single crossing in the annual working timetable, on the same days on the same train paths reserved for all the remaining weeks in this timetable.

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	202.50 € + £ 135.00	1,822.50 € + £ 1,215.00	3,645 €/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	225.00 € + £ 150.00	2,025.00 € + £ 1,350.00	4,050 €/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	337.50 € + £ 225.00	3,037.50 € + £ 2,025.00	6,075 €/train

EUROTUNNEL NETWORK STATEMENT

Charging regime for the 2009 working timetable for access by freight trains to the Channel Tunnel

Offer 1B

Reserved Daily Train: One frequent single crossing (3 or 4 week nights outside maintenance periods) weekly for all the weeks remaining in this annual working timetable, on the same reserved train paths.

Offer 1B is identical to Offer 1A but for a specific advantage for frequent trains (running 3 or 4 week nights, outside maintenance periods, in a given direction):

- trains running on 4 week nights are eligible for the Offer 1B reduced price for the three maintenance nights (Friday, Saturday and Sunday)
- trains running on 3 week nights are eligible for the Offer 1B reduced price for one maintenance night (Friday or Sunday)

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	202.50 € + £ 135.00	1,822.50 € + £ 1,215.00	3,645 €/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	225.00 € + £ 150.00	2,025.00 € + £ 1,350.00	4,050 €/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

EUROTUNNEL NETWORK STATEMENT

Charging regime for the 2009 working timetable for access by freight trains to the Channel Tunnel

Offer 2

Reserved Individual Train: One or more single crossings on one or more individual train paths reserved in the annual working timetable or reserved following an ad hoc request made during the working timetable.

The access charge comprises administration costs per access contract (the contract may include one or more crossings or train paths in the tunnel), 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

EUROTUNNEL NETWORK STATEMENT

Charging regime for the 2009 working timetable for access by freight trains to the Channel Tunnel

Offer 3

Unreserved Additional Train: One or more single crossings unreserved in the annual working timetable, and not planned 24h in advance at the latest.

The access charge comprises administration costs for each access contract (the contract may include one or more crossings or train paths in the tunnel) and an access fee per train one way. This price applies in particular to Offer 1 and 2 trains running later 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 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

EUROTUNNEL NETWORK STATEMENT

Charging regime for the 2009 working timetable for access by freight trains to the Channel Tunnel

Offer 4

Light Engine Repatriation: One or more single crossings by locomotives without wagons unreserved in the annual working timetable, scheduled not later than 24h in advance.

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 reserved between 72 and 24 hours prior to the day of running. The access charge comprises administration costs for each access contract (the contract may include one or more crossings or train paths in the tunnel) and an access fee per train one way.

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 50% of annual train movements 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	Equivalent price combined Euros £1=1.20€ AF /train o/w
All trains @ 120km/h or 140km/h	120 km/h or 140 km/h	1,125.00 € + £ 750.00	2,025 €/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	2,250.00 € + £ 1,500.00	4,050 €/train

APPENDIX 4 OF EUROTUNNEL'S NETWORK STATEMENT - CHARGING REGIME FOR PASSENGER TRAINS

A. The charging regime comprises 2 parts corresponding to 2 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 on the same train paths reserved for all the remaining weeks in this timetable.

Offer 2: Reserved Individual Train: One or more single crossings by passenger trains on one or more individual single train paths reserved in the annual working timetable or reserved following an ad hoc request made during the working timetable.

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.

C. The "peak", "evening peak", "off-peak", "intermediate" and "maintenance" periods referred to in Offers 1 and 2 are defined as follows:

- Intermediate periods: 7:00 -> 13:00 (all times are CET - Central European Time)
- Peak periods: 13:00 -> 17:00 and 22:00 -> 23:00 every day, and Saturday evening 17:00 -> 22h00
- Evening peak periods: 17:00 -> 22:00 except Saturday evening
- Off-peak periods: 23:00 -> 7:00 except for Friday to Saturday nights, Saturday to Sunday nights and Sunday to Monday nights
- Maintenance periods: 23:00 -> 7:00 usually Friday to Saturday nights, Saturday to Sunday nights and Sunday to Monday nights

D. Payment terms are as follows:

- Reservation fees per train are chargeable upon signature of the 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 signature of the access contract and payable at the start of the month following its signature (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 Tunnel 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) 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.

EUROTUNNEL NETWORK STATEMENT

Charging regime for the 2009 working timetable for access by passenger trains to the Channel Tunnel

Offer 1

Reserved Weekly Train: One weekly single crossing by passenger trains in the annual working timetable, on the same days on the same train paths reserved for all the remaining weeks in this 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 access contract (the contract may include one or more single crossings or train paths in the tunnel), a reservation fee for each train one way and an access fee per passenger one way.

The contract may be combined with the contract for Offer 2 so as to make a single contract. In this case, the administration costs 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	2,400 € + £ 1,600	9.60 € + £ 6.40	4,320 €/train + 17.28 €/pax
peak period	160 km/h or 140 km/h	2,400 € + £ 1,600	9.60 € + £ 6.40	4,320 €/train + 17.28 €/pax
evening peak period	160 km/h or 140 km/h	2,640 € + £ 1,760	9.60 € + £ 6.40	4,752 €/train + 17.28 €/pax
off-peak period	120 km/h	2,160 € + £ 1,440	9.60 € + £ 6.40	3,888 €/train + 17.28 €/pax
maintenance period	100 km/h	3,600 € + £ 2,400	9.60 € + £ 6.40	6,480 €/train + 17.28 €/pax

EUROTUNNEL NETWORK STATEMENT

Charging regime for the 2009 working timetable for access by passenger trains to the Channel Tunnel

Offer 2

Reserved Individual Train: One or more single crossings by passenger trains on one or more individual single train paths reserved in the annual working timetable or reserved following an ad hoc request made 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 access contract (the contract may include one or more single crossings or train paths in the tunnel), a reservation fee for each train one way and an access fee per passenger one way.

The contract may be combined with the contract for Offer 1 so as to make a single contract. In this case, the administration costs 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	9.60 € + £ 6.40	4,752 €/train + 17.28 €/pax
peak period	160 km/h or 140 km/h	2,640 € + £ 1,760	9.60 € + £ 6.40	4,752 €/train + 17.28 €/pax
evening peak period	160 km/h or 140 km/h	2,904 € + £ 1,936	9.60 € + £ 6.40	5,227 €/train + 17.28 €/pax
off-peak period	120 km/h	2,376 € + £ 1,584	9.60 € + £ 6.40	4,277 €/train + 17.28 €/pax
maintenance period	100 km/h	3,960 € + £ 2,640	9.60 € + £ 6.40	7,128 €/train + 17.28 €/pax