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***Case No COMP/M.5655 - SNCF/  
LCR/ EUROSTAR***

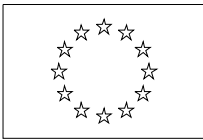
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**REGULATION (EC) No 139/2004  
MERGER PROCEDURE**

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Article 6(1)(b) in conjunction with Art 6(2)  
Date: 17/06/2010

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## EUROPEAN COMMISSION

Brussels, 17.06.2010  
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PUBLIC VERSION

MERGER PROCEDURE  
ARTICLE 6(1)(b) DECISION IN  
CONJUNCTION WITH  
ARTICLE 6(2)

### **To the notifying parties:**

Dear Sir/Madam,

**Subject:** Case No COMP/M.5655 – SNCF/ LCR/ EUROSTAR  
Notification of 26 April 2010 pursuant to Article 4 of Council Regulation  
No 139/2004<sup>1</sup>

1. On 26 April 2010, the European Commission received a notification of a proposed concentration pursuant to Article 4 of the Merger Regulation by which the undertakings Société Nationale des Chemins de fer Français ("SNCF", France) and London & Continental Railways Limited ("LCR", United Kingdom), controlled by the UK Secretary of State for Transport, acquire within the meaning of Article 3(1)(b) of the Merger Regulation joint control of Eurostar International Limited ("EIL", United Kingdom) by way of purchase of shares in a newly created company constituting a joint venture.

### **I. THE PARTIES**

2. **SNCF** is a 100% State-owned French company. SNCF provides passenger and freight railway transport services on the French rail network including international services, and operates the railway infrastructure.

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<sup>1</sup> OJ L 24, 29.1.2004 p. 1, (the "Merger Regulation"). With effect from 1 December 2009, the Treaty on the Functioning of the European Union ("TFEU") has introduced certain changes, such as the replacement of "Community" by "Union" and "common market" by "internal market". The terminology of the TFEU will be used throughout this decision.

3. **London Continental Railways ("LCR")** currently holds three businesses: (i) the High Speed 1 ("HS1") railway infrastructure<sup>2</sup> and stations<sup>3</sup> in the UK, (ii) the UK Eurostar business through its shareholding in Eurostar (U.K.) Limited ("**EUKL**") and (iii) development land interests at Stratford and King's Cross railway stations<sup>4</sup>.
4. **Eurostar ("EIL")** will be a new joint venture emerging from the former UK arm of the Eurostar business, EUKL<sup>5</sup>, to which the French and Belgian Eurostar activities, currently owned by SNCF and SNCB respectively, will be contributed. EIL will be providing cross-Channel high-speed passenger rail services between the UK, France and Belgium under the Eurostar brand name. EIL will be the sole company responsible for marketing, operating and managing the Eurostar Business in the three Member States concerned.
5. Eurostar is the brand name under which cross-Channel high-speed passenger rail services are operated, mainly connecting London and Kent (Ashford International, Ebbsfleet International) in the United Kingdom, with Paris and Lille in France, and Brussels in Belgium.

## II. THE OPERATION AND THE CONCENTRATION

### *The current contractual cooperation*

6. To date, Eurostar has been jointly operated by way of cooperation between EUKL, SNCF and Société Nationale de Chemins de fer Belges ("SNCB") on their respective national railway networks. Until the end of 2009, EU law, notably Directive 91/440/EEC<sup>6</sup>, only granted a right of access to the national networks for passenger rail transport to international groupings of railway undertakings.
7. This contractual cooperation has been implemented by way of various cooperative agreements and protocols between the railway companies dealing with issues such as, *inter alia*, allocation of revenues and costs, notably the Tripartite Agreement of 1994 between SNCF, British Railways ("BR", EUKL's predecessor) and SNCB and the Bipartite Agreement between BR and SNCF of 1993. The Tripartite Agreement was granted an informal "comfort letter" by the European Commission on 22 December 1995<sup>7</sup>.

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<sup>2</sup> HS1 comprises the high-speed railway line running from London, through Kent, to the British end of the Channel Tunnel.

<sup>3</sup> London St Pancras International, Ebbsfleet International and Stratford International stations.

<sup>4</sup> As from 6 June 2009, the Department for Transport ("DfT") acquired control of LCR – and thereby its subsidiary EUKL – as part of the restructuring of LCR pursuant to the conditions laid down in the Commission's state aid Decision of 13 May 2009 (N 420/2008 – UK). LCR continues to be restructured.

<sup>5</sup> EUKL was renamed Eurostar International Limited on 31 December 2009. This was merely an administrative name change and no other changes to EUKL were made.

<sup>6</sup> Council Directive 91/440/EEC of 29 July 1991 on the development of the Community's railways.

<sup>7</sup> The Commission concluded that "*to the extent to which the arrangements in questions contain restrictions of competition (...) they appear, on the basis of current information, to be likely, when notified, to qualify for exemption under Article 85(3) EC and Article 5 of Regulation 1017/68*".

8. EUKL is currently (until 31 December 2010) managed under a management agreement ("the EMA"), entered into between LCR, EUKL and Inter-Capital and Regional Rail Limited ("ICRRL") in 1998. ICRRL is a single-purpose consortium established in 1998 between National Express Group ("NEG"), SNCF, SNCB and British Airways ("BA"). The EMA was considered by the Commission to grant ICRRL (and through it, to all of its parents except BA) control over EUKL and was subsequently cleared under Merger Regulation 4064/89 on 9 December 1998<sup>8</sup>. However, the termination of the EMA is expected prior to completion of the proposed transaction.

#### *The proposed transaction*

9. In the context of the liberalisation of international rail passenger traffic as of 1 January 2010, SNCF, LCR/EUKL and SNCB have decided to consolidate the existing Eurostar services into a single railway undertaking and full-function joint venture, EIL, emerging from the former entity EUKL subsequently to the contribution of the French and Belgian Eurostar assets. Under the terms of the Memorandum of Understanding ("MoU") signed between the DfT, LCR, SNCF and SNCB and the Framework Agreement signed between the same parties and the British Railways Board, SNCF and SNCB will contribute to EIL assets and other resources, such as the Eurostar trademark, rolling stock and rolling stock leases, space at the stations and centres of operations, operational and catering equipment [...]. SNCF (and SNCB, on a case by case basis) will also second certain staff, notably train drivers and train managers to EIL on an arm's length basis. Furthermore, EIL will hold a single European Passenger Licence and possess all safety certificates for its operations in the UK, France, Belgium and the Channel Tunnel.
10. EIL will be a full function JV, having all the necessary resources to autonomously fulfil its objectives on the market. It will have an independent management dedicated to its day-to-day operations as well as its long-term strategy. It will also be the employer of its administrative, commercial and marketing personnel as well as its maintenance and station staff and train drivers/managers coming from EUKL. All other staff secondments by SNCF (and, if relevant, SNCB) will be made on an arm's length basis. It will furthermore possess all the necessary assets, such as rolling stock and licences (retaining those of EUKL and receiving SNCF's and SNCB's contributions), to perform its activities independently of its parents. It will also be set up on a lasting basis.
11. EIL's shares will be held by SNCF and its wholly owned subsidiary French Railways Limited ("FRL") (55%), LCR (40%) and SNCB (5%). SNCF and LCR, but not SNCB, will have veto rights over decisions pertaining to the approval of EIL's budget and business plan and decisions relating to the appointment of senior management, thereby acquiring joint control over EIL.
12. The notified transaction therefore constitutes a concentration within the meaning of Article 3(1)(b) of the Merger Regulation.

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<sup>8</sup> Case IV/M.1305 *Eurostar*.



### III. EU DIMENSION

13. The undertakings concerned have a combined aggregate world-wide turnover of more than EUR 5 billion (SNCF: EUR 25,188 million, LCR: 537 million, both including their Eurostar activities<sup>9</sup>). Both of them have a Union-wide turnover in excess of EUR 250 million (SNCF: EUR [...] million, LCR: EUR 537 million), but they do not achieve more than two-thirds of their aggregate Union-wide turnover within one and the same Member State. The notified operation therefore has a Union dimension within the meaning of Article 1 of the Merger Regulation.

### IV. THE RELEVANT PRODUCT AND GEOGRAPHIC MARKETS

14. The transaction concerns the provision of international cross-Channel passenger rail services between London-Paris and London-Brussels, including stopovers at Ashford, Ebbsfleet, Lille and Calais.<sup>10</sup>

#### *Point of origin/point of destination ("O&D") approach*

15. The Commission has in previous decisions relating to Eurostar identified the relevant geographic markets as those for point-to-point travel on the two main Eurostar routes, London-Paris and London-Brussels.<sup>11</sup> This approach is in line with the Commission's practice in other passenger transport sectors, like air passenger transport, where the Commission defined the relevant market on the basis of the "point of origin/point of destination" (O&D) city-pair approach<sup>12</sup>. This market definition corresponds to the demand-side perspective whereby passengers usually do not readily substitute destinations. On this basis, every combination of a point of origin and a point of destination is considered to be a separate market.
16. The market investigation confirmed the O&D approach, in that the London-Paris and London-Brussels routes, due to their particularities regarding the dedicated high-speed rail infrastructure together with the use of Channel Tunnel, constitute the relevant markets for the purpose of this case regarding the provision of international high-speed rail passenger services between these cities.<sup>13</sup>

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<sup>9</sup> SNCF and LCR have been identified as the undertakings concerned pursuant to paragraph 139 of the Commission's Consolidated Jurisdictional Notice, which stipulates that in case an "[...]undertaking contributes a pre-existing subsidiary or a business (over which it previously exercised sole control) to a newly created joint venture", then "[...]each of the jointly-controlling undertakings is considered as an undertaking concerned whereas any company or business contributed to the joint venture is not an undertaking concerned, and its turnover is part of the turnover of the initial parent company."

<sup>10</sup> Eurostar also provides services from London St Pancras to Marne-la-Vallée-Chessy (Eurodisney) in France.

<sup>11</sup> Case IV/M.1305 *Eurostar* (para. 22).

<sup>12</sup> Case COMP/M.5403 *Lufthansa/BMI* (para.8); Case COMP/M.5335 *Lufthansa/SN Brussels Airlines* (para.12); Case COMP/M.5440 *Lufthansa/Austrian Airlines* (para.11); see also Case T-177/04 *easyJet v Commission* [2006] ECR II-1913, paragraph 56.

<sup>13</sup> The same holds true for services between from/to London and other intermediary "across-the-Channel" Eurostar stops, such as London-Lille, London-Calais and London-Marne-la-Vallée-Chessy (Eurodisney).

### *Time sensitive v. non-time sensitive passengers*

17. The Commission has in a previous decision under Article 101 TFEU in relation to the cross-Channel passenger transport business concluded that there are two separate markets for the transport of rail passengers through the Channel tunnel, namely for passengers travelling in the course of their business and for leisure passengers<sup>14</sup>.
18. This distinction was subsequently characterised as "time sensitive"/"non-time sensitive" in the *Eurostar* merger decision and airline merger cases. Time sensitive travellers – mainly but not exclusively those travelling on business – are prepared to pay a premium for increased speed and flexibility, as well as higher standards of comfort and other facilities. By contrast, non-time sensitive – mainly – but not exclusively leisure-passengers – are prepared to give up some of this flexibility, and accept lower standards of comfort etc, in return for a lower price<sup>15</sup>.
19. The market investigation largely confirmed a difference between time-sensitive and non-time-sensitive passengers in view of the business passengers' apparent need for more flexibility and convenience (rebooking possibilities, short journeys) and the leisure passengers' focus on the level of fares and lower flexibility requirements.
20. For the purpose of the present decision, it is not necessary to determine whether separate markets for time-sensitive and non-time-sensitive passengers should be distinguished, as this conclusion would not alter the assessment of the case at hand.

### *Intermodal Competition*

21. In the case of passenger transport, it must also be considered to what extent the different modes of transport are substitutable in the eyes of customers, in order to belong to one and the same market. The parties submit that for time-sensitive travellers, air transport constitutes the most effective, but not the only, substitute mode of transport to the Eurostar service, including both scheduled and low cost airlines. In addition, they support that even the car "shuttle" service through the Channel Tunnel can constitute a credible alternative for such passengers, depending on the customers' flexibility. For non-time-sensitive passengers on the contrary, various modes of transport are, according to the parties, viable substitutes, including car/bus and ferry services over the Channel.
22. However, not all modes of passenger transport might be considered as substitutable from a demand-side perspective. The cross-Channel high-speed rail services are in particular attractive for time-sensitive travellers. Eurostar's shortest journey times from London are London-Paris in 2 hours 15 minutes and London-Brussels in 1 hour 55 minutes, whereas the overall travel time by plane (the next fastest option) is substantially longer in comparison.

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<sup>14</sup> Case IV/32.490 *Eurotunnel* (paras. 64 – 66). See also Case IV/34.600 *Night Services* (paras. 26, 27) and on that point the judgment of the Court of First Instance (now General Court) in Joined Cases T-374/94, T-375/94, T-384/94 and T-388/94 *European Night Services v Commission* [1998] ECR II-3141, – paragraph 90.

<sup>15</sup> Case IV/M.1305 *Eurostar* (para. 15); Case COMP/M.5335 *Lufthansa/SN Brussels Airlines* (para 15 *et seq.*); Case COMP/M.5403 *Lufthansa/BMI* (paras.13-14); Case COMP/M.5440 *Lufthansa/Austrian Airlines* (para 18-23).

23. In this regard, certain respondents to the market investigation indicated that high-speed passenger rail transport alone might constitute a distinct market, in view of the significant time advantage offered by the Eurostar service. Furthermore, given the fact that passengers can depart and arrive from/to the city centres with a reduced level of security checks and that Eurostar offers more capacity on both routes it operates than all airlines combined points to a distinct market for high-speed passenger rail transport. According to those respondents, this may be particularly relevant for time-sensitive passengers who principally look for a speedy way to effect their trips.
24. In this respect, some of the respondents also indicated that, whilst air carriers might be constrained by the Eurostar service, the latter, on the contrary, appears to be relatively less constrained by airline competition in view of its constantly increasing passenger numbers and market shares gained at the detriment of airlines. This is also evidenced by the reduction in air carriers' frequencies on the two routes following the opening of HS1 in the UK in November 2007 and the subsequent reduction of Eurostar's travel times.
25. Still, in former decisions relating to the Eurostar business, the Commission considered that air services could possibly be the only effective substitute to high-speed passenger rail transport, especially for time-sensitive travellers.<sup>16</sup>
26. Similar to this former analysis, respondents to the current market investigation pointed out that the air services by both scheduled and low cost carriers between London-Paris and London-Brussels offer a credible alternative to the Eurostar service. This could be particularly relevant for non-time-sensitive passengers who look for a broad array of options in order to secure the best fares, given the comparable journey times and fares and the services' frequency. To this end, some airlines indicated that they monitor Eurostar fares on a daily basis and try to position their fares on that basis.
27. Responses in the market investigation regarding airport substitutability were mixed. Certain respondents on the one hand indicated that all airports in the London and Brussels areas and CDG<sup>17</sup> and ORY in Paris could possibly be substitutable to the Eurostar service, especially for non-time-sensitive passengers in view of the good connections they possess to the centre of the respective cities.<sup>18</sup> On the other hand, an important number of respondents indicated that airport substitutability for time-sensitive passengers is more limited than that of non-time-sensitive passengers, encompassing only LHR and LCY (and possibly LGW) in the London area, CDG and ORY in the Paris area and BRU in the Brussels area, due to those airports being closer to the city centres.<sup>19</sup>

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<sup>16</sup> Case IV/M.1305 *Eurostar* (para. 21); Regarding intermodal competition, see also Case COMP/M.5403 *Lufthansa/BMI* (para 63) and Case COMP/M.5335 *Lufthansa/SN Brussels Airlines* (para 338).

<sup>17</sup> Airport abbreviations legend: LHR: London Heathrow, LGW: London Gatwick, LCY: London City, LTN: London Luton, STN: London Stansted, CDG: Paris Charles de Gaulle, ORY: Paris Orly, BVA: Paris Beauvais, BRU: Brussels National/Zaventem, CRL: Brussels South/Charleroi, ANR: Antwerp.

<sup>18</sup> BVA also possibly being a substitute to the other Paris airports for non-time-sensitive passengers.

<sup>19</sup> Respondents also indicated that for certain time-sensitive passengers living in northern Belgium, ANR could also offer an effective substitute to the Eurostar service.

28. With regard to substitutability between the Eurostar service and other modes of transport (e.g. car/bus and ferry services over the Channel or using the Eurotunnel shuttle), while few respondents argued that despite much longer duration of such journeys<sup>20</sup> such modes could constitute an alternative option for non-time-sensitive passengers, the majority of the respondents indicated that the longer journey time renders them unattractive as an option, notably for time-sensitive passengers.
29. For the purpose of the present decision, it is not necessary to determine whether international high-speed passenger rail between London-Paris and London-Brussels constitute distinct markets, or whether they compete with other modes of transport, notably air transport, as this conclusion would not alter the assessment of the case at hand.

### *Conclusion*

30. For the above reasons, it can be concluded that for the purposes of the present case, the relevant product and geographic markets may be defined as international high-speed rail services between London and Paris, on the one hand, and London and Brussels, on the other hand. It may be left open whether these relevant markets should also include air transport and/or other modes of transport (such as car/bus and ferry services over the Channel or using the Eurotunnel shuttle), or, by contrast, be further sub-divided between markets for time-sensitive and non-time-sensitive passengers.

## **V. COMPETITIVE ASSESSMENT**

### **1. Analysis of Eurostar's market position**

#### *Market for the provision of international passenger rail services*

31. On a market for international passenger rail services alone, the parties to the proposed operation, through their Eurostar cooperation, as the only operator, currently have a monopoly on the London to Paris and London to Brussels routes. This also applies for parts of these routes such as London-Lille for which, in addition, no direct air services exist.

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<sup>20</sup> For instance, a London-Paris trip by car and ferry would be around 8 hours whilst by car using the Eurotunnel shuttle service it would be around 5 hours. Similarly, for Brussels it would be around 6 hours (car and ferry, depending on the ferry service taken) or 4.5 hours (car using Eurotunnel). Travelling by coach would be considerably more, around 8.5 hours for Paris and 7.5 hours for Brussels.

### ***Intermodal air/rail market***

32. Should the product market encompass also intermodal competition by air carriers, Eurostar's market shares in 2009 would amount to [70-80]% ([70-80]% in 2008) on the London-Paris route and [70-80]% ([70-80]% in 2008) on the London-Brussels route, on the basis of the UK Civil Aviation Authority data submitted by the parties<sup>21</sup>. However, this data does not exclude connecting/"behind and beyond" air passengers travelling on those routes and does not distinguish between time-sensitive and non-time-sensitive passengers.
33. By contrast, on the basis of the data reported in MIDT (for airlines) as well as of the data obtained during the market investigation, Eurostar's market share on the two routes appears to be even higher, amounting to around [80-90]% for London-Paris and around [80-90]% for London-Brussels (both overall and for each of the time-sensitive and non-time-sensitive passenger segments), with the individual airlines holding less than [5-10]% each under any alternative market definition.
34. Therefore, irrespective of the calculation method employed, the parties achieve very high market shares of approximately [70-80]% or more which have been constantly increasing over the past years, on combined rail and air markets on both the London-Paris and London-Brussels routes. These very high market shares indicate that Eurostar is dominant on these two routes.

### **2. Framework for the assessment of the proposed transaction**

35. As of 1 January 2010, international rail passenger services are liberalised in the European Union. Until then, Directive 91/440/EEC, only granted a right of access to the national networks for passenger rail transport to international groupings of railway undertakings.
36. For the assessment of the notified transaction the Commission notes that the merger does not result in any increment of market shares but rather changes the current co-operation between the Eurostar partners into a full-function joint venture, thereby creating a permanent structural link between the parties.
37. In this context, in line with past Commission practice<sup>22</sup>, the competitive analysis focuses on the relevant *counterfactual* of the transaction. Indeed, when assessing the competitive impact of a transaction, the Commission is required to conduct a prospective analysis in order to compare the competitive conditions that would result from the notified merger with the conditions that would have prevailed absent the merger

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<sup>21</sup> All 5 London Airports included (LHR, LGW, LCY, STD, LTN), CDG and ORY for Paris, BRU and CRL for Brussels.

<sup>22</sup> See Case COMP/M.5181 Delta/NorthWest; Case COMP/M.5440 Lufthansa/Austrian Airlines.

### ***Counterfactual scenario of pre-merger cooperation***

38. Prior to the transaction, Eurostar has been operated by way of contractual cooperation between EUKL, SNCF and SNCB. While the marketing activities of Eurostar were jointly organised, the responsibility for the operations lied entirely with the railway companies on their respective national railway networks. SNCF, EUKL and SNCB separately owned rolling stock<sup>23</sup>, operated the maintenance centres<sup>24</sup> and the stations.
39. It is important to note that prior to the transaction all three railway companies could have cooperated with other railway companies or could have been acquired by others. This is further underlined by the fact that the current Eurostar agreements do not contain any exclusivity clause between the three railways.

### ***The proposed concentration removes the possibility of a cooperation with any of the Eurostar partners and thereby makes entry even more difficult in the presence of already high barriers to entry***

40. Currently, it appears very difficult for any third party to offer cross-Channel high-speed rail services in competition with the parties, given the existing barriers to entry. However, prior to the proposed concentration a possible cooperation with any Eurostar partner on the respective “other side” of the Channel would have significantly lowered these barriers for any new entrant.

### ***Existing barriers to entry***

41. In the short to medium term only the current Eurostar partners have the ability to operate services between France (Paris, Lille, Calais) and London and between Brussels and London. The Channel Tunnel safety regime de-facto limits today the access to the tunnel to the existing Eurostar train sets that are entirely owned by the Eurostar partners. Furthermore, maintenance depots and stations services are owned/operated by the Eurostar partners.
42. In addition to the Channel Tunnel safety regime that is currently under revision<sup>25</sup>, the Commission's analysis indicates that despite the formal opening-up of the market for international rail passenger services a number of barriers to entry still exists, which limits the possibilities for new market players to enter the current Eurostar routes.
43. Respondents to the Commission's market investigation indicated that in particular station service access (e.g. to provide space at stations to sell tickets, timetable information, etc.), access to the non-Schengen security-control facilities, as well as access to specialised maintenance depots in UK and France constitute barriers to entry

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<sup>23</sup> Currently, 13 trains are operated by SNCF, 11 by EUKL and 4 by SNCB. 4 other trains of the fleet (3 of SNCF and 1 of EUKL) are used for domestic services in France, such as the Paris-Lille shuttle. [...].

<sup>24</sup> SNCF: Le Landy in France, EUKL: Temple Mills in the UK, SNCB: Forest in Belgium.

<sup>25</sup> These safety rules are currently being reviewed by the competent Intergovernmental Commission.

for any newcomer wishing to run services in competition to Eurostar.<sup>26</sup> Some respondents also stressed that track access and station access (i.e. the infrastructure access to a station coming from/leaving to the high-speed lines), at least at peak hours, could become difficult.

44. Similarly, respondents to the market investigation have expressed concerns over the concentration of the assets necessary for running the service, currently held by each of the Eurostar railways, into a crystallised entity. In particular, they have signalled that these assets or access thereto, such as rolling stock, the various terminal stations (London St Pancras, Paris Gare du Nord, Brussels Midi and Lille Europe) and specialised maintenance depots (Temple Mills in the UK and Le Landy in France), are indispensable in running high-speed cross-Channel services on the routes concerned and that prior to the transaction it would have been easier to obtain access to them (notably through an agreement with the respective Eurostar parent company).
45. With regard to track and station access, respondents to the market investigation indicated that for future demand by new entrants, especially during peak-hours, not sufficient capacity could be available on the high-speed lines (track access) and that access to the non-Schengen platforms of the stations Paris Gare du Nord, Lille Europe, and Brussels Gare du Midi could be scarce. In this regard, it is important to note that a train pathway includes the access to the high-speed line as well as access to the platform, i.e. the pathway defines the precise departure and arrival platforms in the stations at each side of the route. Regarding the high-speed lines, respondents to the market investigation indicated problems of network congestion on the high-speed line around Lille and before entering the Channel Tunnel on the French side. Furthermore, due to operational requirements related to security controls, the availability of non-Schengen platforms for services to the UK is limited. For example, at Paris Gare du Nord the services to the UK are limited to two departing and two arriving trains per hour. Already today, this capacity is entirely used at peak times and, thus, a conflict between Eurostar and a potential new entrant is to be expected.<sup>27</sup> This is all the more the case as a new entrant is likely to run its services during peak hours when passenger demand is the highest.
46. Regarding the access to the non-Schengen facilities (such as check-in, border and security control and boarding gates), station services (such as ticket counters and timetable displays/info flashes) and access to maintenance centres, the regulatory framework appears to be not very detailed. For instance, whilst Directive 2001/14/EC makes reference to "passenger stations, their buildings and other facilities" and "maintenance and other technical facilities"<sup>28</sup>, to which access should be granted on a

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<sup>26</sup> A respondent to the market investigation that was considering to enter Eurostar routes, claims to have encountered a number of problems (e.g. access to specialised maintenance depots for routine maintenance, cleaning and parking in the UK and France) that made him decide not to further pursue the project.

<sup>27</sup> The capacity constraints regarding non-Schengen platforms will automatically limit the available pathways on the high-speed lines. Without any changes in the operational requirements or other enlargements at the stations no further pathways will be available during certain hours of the day for additional services.

<sup>28</sup> Annex II.2.c) and h).

non-discriminatory basis, it nevertheless specifies neither the precise services covered nor whether access to those services would also encompass access to the "non-Schengen" zones. Furthermore, in case that not sufficient capacity is available in those service facilities, the current legal framework does not require to make space available for newcomers. The Commission therefore considers that access to these services and facilities is not entirely guaranteed under the current legal framework.

47. With regard to France, although a 2003 Decree<sup>29</sup>, which implements the Directive 2001/14/EC, foresees that non-discriminatory access should be granted to "passenger stations, comprising buildings and other infrastructure"<sup>30</sup>, it does not specify further what type of services are precisely covered by this provision.<sup>31</sup> Furthermore, France has yet to set up a rail regulatory body as required by Directive 2001/14/EC and, thus, any requests for access and possible conflicts cannot yet be effectively addressed.<sup>32</sup>
48. As far as the UK is concerned, access to station services and light maintenance depots is regulated by the Office of Rail Regulation (ORR) on the basis of the Railways Act 1993 and the Railway Access and Management Regulations 2005 (implementing Directive 2001/14/EC and amended in 2009). Under these provisions, ORR generally has to pre-approve *inter alia* all access contracts to station services and light maintenance depots and their subsequent amendments. However, this *ex ante* approval requirement does not apply in relation to stations on HS1 which have historically been exempted from the open access regulation system. The ORR can only hear appeals in relation to HS1 stations on the basis of regulation 29 of the 2005 Regulations.<sup>33</sup>

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<sup>29</sup> Décret No2003-194 du 7 mars 2003 relatif à l'utilisation du réseau ferré national.

<sup>30</sup> Article 3.I, 2<sup>nd</sup> paragraph – French text: "les gares de voyageurs comprenant leurs bâtiments et les autres infrastructures".

<sup>31</sup> On the basis of the 2003 Decree, SNCF "Gares & Connexions" publishes a "Reference Portfolio Document" (RDD), in which it sets out the details of the services to which it grants access, the procedures for applying for such access and the charging principles applied. Although reference is made to both access to station services (including the "Transmanche" zones) and maintenance centre, it however sets out only a basic definition of those services without further elaboration on the precise services covered, nor on the precise charging principles to be applied. In this regard, the Autorité de la Concurrence, in its "Avis N°09-A-55 du 4 novembre 2009 sur le secteur du transport public terrestre de voyageurs", stresses that even once Law no 2009-1503 du 8 décembre 2009 relative à l'organisation des transports ferroviaires et portant diverses dispositions relatives aux transports enters into force, some substantial improvements would still be needed for competition to fairly take place. These improvements shall, *inter alia*, concern access to the stations (see par.192 and 205), and cost transparency (see par.199).

<sup>32</sup> According to Law no 2009-1503, an independent regulatory authority named the Autorité de Régulation des Activités Ferroviaires (ARAF) is foreseen to be established on 1 December 2010 (its original establishment date was on 1 May 2010 but has been postponed).

<sup>33</sup> Regulation 29 provides that any applicant has a right to appeal to the ORR if it believes it has been unfairly treated or discriminated against, notably by a decision adopted by the infrastructure manager, an allocation body, a charging body, a service provider or a railway undertaking on matters including access to "passenger stations, including buildings and other facilities" and "maintenance and other technical facilities" (Schedule 2, points 2(c) and 2(h)).



49. With respect to Belgium, the Service de Régulation du Transport Ferroviaire et de l'Exploitation de l'Aéroport de Bruxelles National (RB) is competent to regulate railway access insofar as track access and platform access in stations is concerned on the basis of the Law of 4 December 2006 on the use of railway infrastructure (transposing Directive 2001/14/EC). However, it appears that the RB would have no competence to regulate station services access in the Gare du Midi station as it is the Federal Ministry of Transport that ensures compliance of SNCB Holding with the contrat de gestion of the station (under which the Belgian State requires the station owner to provide access). Access to maintenance centres and maintenance services appears to be not fully covered by the 2006 Law.
50. Therefore, in relation to station services and maintenance centre access, regulation is not as elaborated as compared to what relates to track access. In fact, access to station services and maintenance centres.<sup>34</sup> appears to constitute important barriers to entry for any undertaking wishing to establish cross-Channel passenger rail services.

*Cooperation with existing Eurostar partners*

51. It appears from the results of the Commission's market investigation that prior to the notified operation, at least some possibilities of entry existed through cooperations between a third party and one of the Eurostar partners. Such cooperation would have allowed a new entrant to overcome some of the described barriers as it would have gained access to the infrastructure and the assets of the Eurostar partner. The same would have applied in case of the acquisition of EUKL by a new entrant.
52. The permanent structural link between the current Eurostar partners that will be created through the transaction will further reduce or eliminate these possibilities of entry.
53. Respondents to the Commission's market investigation have indicated that as a result of the proposed incorporation it will be impossible for new entrants to cooperate with an existing Eurostar partner (notably EUKL/LCR). This in turn would risk perpetuating the quasi-monopoly (or monopoly on a rail-only market) of Eurostar on the two routes in spite of the recent liberalisation, since due to still existing significant barriers to entry a market entrance without a Eurostar cooperation partner on these routes seems rather difficult.
54. A team-up between one of those partners (in particular EUKL) with a third party to set up a competing rail service would have been possible before the notified transaction [...]. Such a cooperation is likely to become significantly more difficult if not impossible post-merger. Therefore, entry by third parties will be more difficult and the proposed concentration is likely to significantly impede effective competition on the two routes in spite of the recent liberalisation.
55. The parties argue, however, that none of the three participant railways would have taken up the opportunity, even after liberalisation, of exiting the Eurostar cooperation and would have entered the London-Paris and London-Brussels routes, either on a stand-alone basis or in cooperation with another railway operator, in competition with the

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<sup>34</sup> Depending on the planned operating programme of a potential new entrant as well as for emergency repairs maintenance facilities might be required in France, the UK or Belgium.

other Eurostar partners. They claim that the setting up of the Eurostar service has required investments of such a magnitude that it would not be rational for any of the railways to abandon unrecovered investment<sup>35</sup> in the Eurostar business and to set-up a new service alone which would involve considerable additional cost<sup>36</sup>. The parties also point out that no exit or termination clauses are contained in the current cooperative agreements entered into between the railways.<sup>37</sup>

56. However, the Commission considers that independent from possible difficulties to exit the current agreements, the newly created full-function JV and the resulting structural link between the parties makes entry for new entrants by means of cooperation or acquisition significantly more difficult.
57. Regarding the situation on the UK side it is important to recall that the UK government had decided to financially re-organise LCR<sup>38</sup> and to restructure the loss-marking Eurostar activities (EUKL). During this process, the UK government was approached in late 2008 by another railway company, indicating its interest to buy EUKL.<sup>39</sup>
58. [...] It appears likely that SNCF, as a reaction to the initiative by the other railway company, has accelerated the setting up of the incorporated JV to perpetuate the common Eurostar position in the long run.
59. Furthermore, it has to be noted that in case the UK government would have sold EUKL to a prospective acquirer, the acquirer would have had immediate access to EUKL's dedicated rolling stock and other assets operated by EUKL, such as the UK maintenance centre Temple Mills, even if the Eurostar cooperation agreements with SNCF had persisted. This outcome is different from the situation whereby after the merger a new entity would acquire shares in the JV (in case the UK government sells off its shareholding in the JV). In this situation, the acquirer could only jointly control the JV and would participate in the economic results of the JV but would have no direct access to the operation of the assets, which will be post-transaction controlled by the JV. For example, the acquirer could not decide alone to take train sets out of the JV and operate them in cooperation with another railway.

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<sup>35</sup> [...].

<sup>36</sup> For example, for access to depot centres in the UK and Belgium, trained personnel for station and train operations and maintenance (in each of the UK, France and Belgium), the jointly developed systems for revenue management as well as the Eurostar brand.

<sup>37</sup> The Protocols entered into between the parties do not specifically foresee their duration or their termination. [...]

<sup>38</sup> As a result, the infrastructure activities will be consolidated in a single entity (HS1L), the debts of LCR from the financing the high-speed line (HS1) will be assumed by the UK government. Furthermore, the access charges for the high-speed line will be lowered and HS1L will be divested.

<sup>39</sup> This was confirmed to the Commission by the UK Department for Transport.

60. In a scenario where EUKL would have "teamed-up" with another partner (railway) company it is likely that SNCF would have reacted by commencing its own operations in competition with a EUKL/new partner railway co-operation or company. SNCF as the largest European passenger rail undertaking has the resources and the know-how to operate high-speed services on its own. In addition, SNCF has been operating high-speed services in France for almost 30 years, it has a well-established brand and the geographic proximity of France to the UK makes it easier for SNCF to enter the market on its own compared to any other rail operator from the continent. Furthermore, with the 13 Eurostar train sets that are owned by SNCF, SNCF would have the ability to set up services at least between Paris and London. Furthermore, due to the unrecovered investment and the future potential to operate profitable services, SNCF would have also an incentive to start competing services in such a scenario.

### ***Conclusion***

61. In view of the current market situation characterized by persistent important barriers to entry, the notified transaction is likely to further reduce or completely remove any existing possibilities for third parties to enter the market in cooperation with one of the existing Eurostar partners. It is therefore likely that it would significantly impede effective competition through a strengthening of the dominant position of the notifying parties.
62. For these reasons, the Commission has come to the conclusion that the notified concentration raises serious doubts as to its compatibility with the internal market.

## **VI. COMMITMENTS**

### **1. Procedure and description of the commitments**

63. In order to remove the competition concerns identified by the Commission, the parties submitted commitments on 27 May 2010.<sup>40</sup> These commitments have been improved by the Parties on 04 June 2010, and a market test was launched on the same day. The market test having pointed at insufficiencies, the parties amended the set of commitments on 17 June 2010. The final commitments as amended following the market test are annexed to the present decision and form an integral part thereof.
64. The commitments aim at addressing the concerns raised by the increase of the barriers to entry on the London-Paris and London-Brussels routes through the creation of a permanent structural link between the parties by lowering other existing entry barriers discussed above. In this regard, the commitments are to be interpreted in the light of their purpose of facilitating entry of railway undertakings wishing to operate on these two routes.

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<sup>40</sup> Although not party to the transaction in the meaning of the Merger Regulation, SNCB as shareholder of EIL also submitted these commitments.

65. The parties commit to reduce barriers to entry with regard to (i) access to the railway stations services, (ii) access to the non-Schengen (Transmanche) Zone, (iii) access to maintenance services, and (iv) access to pathways. The commitments are entered into for a ten years period with a possibility of review after five years.

#### Access to railway stations services

66. Fair and non discriminatory access to the railway stations services is required for any entrant to effectively compete with the new entity on the London-Paris and London-Brussels routes.
67. Therefore, the parties have proposed access commitments for the following stations: Paris Gare du Nord (France), Lille Europe (France), Calais Frethun (France), Marne-la-Vallée-Chessy (France), Gare du Midi (Belgium), London Saint Pancras (United Kingdom).
68. These commitments are designed to make sure that any entrant would have access, on a fair and non discriminatory basis, to all the services related to stations that are necessary to properly compete with the Eurostar service, both for commercial and technical reasons, and in particular :
- The provision and upkeep of buildings open to the public, and equipment and services related to access to the trains, such as waiting rooms for passengers, station signposting, assistance for the mobility impaired, etc.;
  - The provision of space in the station to allow commercial exploitation (e.g. space to install ticket counters or ticket machines). The commitments foresee that even if space availability/capacity were to be limited, space/capacity will be made available so that these services can be provided:
  - The provision of passenger information (e.g. display of train times and platforms).
69. In addition, the parties commit to determine charges in a fair, transparent and non discriminatory manner. In this regard, the parties commit that, as a general rule, tariffs for any station services shall be cost based and that a high level of transparency shall prevail.

#### Access to non-Schengen (Transmanche) zone

70. Entry on the routes London-Paris and London-Brussels requires to have access to the so-called "Transmanche zone", i.e. the dedicated area within the stations related to travelling from and to the United Kingdom. As the United Kingdom is not part of the Schengen area, specific security control issues arise for such travelling.
71. In this context, the commitments provide that any entrant would have access to the Transmanche Zone for what relates to (i) reception of passengers, (ii) security controls, (iii) information, (iv) operational management of passenger flows.

#### Access to maintenance services

72. Fair and non discriminatory access to the maintenance centres is required for any entrant to effectively compete with the new entity on the London-Paris and London-Brussels routes.
73. Therefore, the parties have proposed a set of commitments for the following maintenance centres: Le Landy "Sud" and le Landy "Pleyel" (France), Forest (Belgium), Temple Mills (United Kingdom).
74. The range of services to which new entrants competing with Eurostar will be granted access encompasses inter alia (i) stabling (overnight parkings), (ii) servicing, (iii) cleaning, (iv) light maintenance operations on locomotives, light rail motor tractors and passenger stocks.
75. Should the rolling stock of the railway undertaking having requested access to a maintenance centre not turn out to be compatible with the centre's equipment and/or infrastructure, the parties will make their best efforts to ensure conversion works. The costs of the conversion works will have to be borne by the railway undertaking requesting access.
76. Overall, the parties commit that in each maintenance centre, services for competitor's trains shall be provided. In this context, the parties have to grant access to maintenance centres for one train at any given time during a 24 hour period.

#### Access to pathways

77. In order to effectively compete with the new entity, any new entrant in order to propose a service will have to have fair access to pathways also during peak hours.
78. For this reason, the parties commit that should the allocation procedure of pathways by the competent infrastructure managers lead to a situation that during peak hours a new entrant does not receive pathways at a time within 35 minutes of a requested path time EIL will relinquish up to one path during each of the peak hour periods (i.e. departing between 6 a.m. and 10 a.m. and between 4 p.m. and 8 p.m.), in each direction, on each of the London/Paris and London/Brussels routes corresponding to the time within 35 minutes from the requested time and route(s) for which the applicant has not been granted such path(s).

#### Dispute settlement mechanism

79. In order to ensure that their commitments are properly and adequately implemented, the parties have proposed that an independent trustee approved by the Commission be in charge of monitoring the implementation of the commitments by the parties. In case of dispute, the trustee will, upon request of a railway undertaking requesting access to one of the services covered by the commitments, issue a binding expert opinion as to the scope of the parties' obligations under the commitments.

80. Should the railway undertaking requesting access to one of the services covered by the commitments or the parties disagree with the Trustee's expert opinion, the railway undertaking or the parties will, within ten days, have the right to lodge an appeal. The appeal authority will be the Commission, as long as the relevant national railway regulators have not confirmed to the parties and the Commission that they are willing and legally capable of reviewing any such appeal, and that therefore, they have established the requested procedures.

## **2. Assessment of the commitments**

81. The commitments offered by the parties as amended following the market test entirely remove the competition concerns raised by the notified concentration.
82. The Commission's market test has confirmed that the commitments proposed by the parties will facilitate entry of third parties into the markets affected by the transaction through lowering existing entry barriers, thereby compensating for the complication of entry caused by the concentration.
83. The commitments, which go beyond existing EU and national regulations, provide a consistent framework which will considerably reduce the obstacles that a new entrant faces when establishing its services on the two routes concerned.

### Access to railway stations services

84. As far as access to stations is concerned, the commitments guarantee that new entrants will not be penalised when establishing their commercial operations within the stations. In particular, the commitment to provide passenger information services (timetable information, etc.) as well as the commitment to make space available for e.g. the installation of ticket machines or counters, staff rest rooms, etc. at stations will secure access on a fair basis to the supply of customer services. Access to the stations being a key element, especially taking into consideration that space is scarce, the set of commitments will guarantee that a new entrant can properly and fairly operate its services.

### Access to the non-Schengen (Transmanche) zone

85. The commitments accurately take into consideration the very specific issues raised by the non-Schengen zone security requirements. The commitments provide that the parties make space/capacity available to ensure that a new entrant is able to have access to the services provided in the non-Schengen zone (e.g. access to the security and passport control zone).
86. For the operation of rail services between the UK and the continent it is indispensable to have access to the non-Schengen (Transmanche) zone and to respect the related specific obligation when providing such services. Passengers of a train leaving to or arriving from a non-Schengen area need to go through security and border control procedures. The remedies contribute to make such access available.

### Access to maintenance services

87. As far as access to maintenance depots, light maintenance services and stabling is concerned, the set of commitments also provides that the parties make space/capacity available to ensure that these services can be provided to any new entrant.
88. In this regard, any railway undertaking wishing to set up new services on the London-Paris and/or London-Brussels routes is been guaranteed fair access to an extensive list of maintenance services, which are indispensable to properly compete in these markets.

### Access to pathways

89. In addition to the existing mechanism, the commitments allow in particular during peak-hours that a newcomer will be able to receive train paths (one train in each direction during the morning peak hours and one train in each direction during the evening peak hours, both for the London-Paris as well as the London-Brussels routes).
90. Against the background of the likely capacity problems as identified in the market investigation, e.g. problems of network congestion on the high-speed line around Lille and before entering the Channel Tunnel on the French side, or the scarcity of available non-Schengen platforms for services to the UK and a perceived risk of future congestion on HS1 due to local trains, the Commission believes that the commitment by the parties to give up train paths during the peak hours if the request of a newcomer for train paths cannot be accommodated is a significant element to allow for market entry.

### Rolling stock

91. The commitments do not provide for access by third parties to rolling stock.
92. So far, the safety regulation that prevails regarding the Channel tunnel, as in force since 1994, imposes that the service is being operated under strict safety provisions. In particular, provisions impose that trains be of a 400 metres' length with a through corridor<sup>41</sup>. This requirement is currently not met by existing TGV or ICE trains as opposed to the current Eurostar trains operating on the London-Paris and London-Brussels routes. Therefore, concerns have been raised as to the difficulty to enter these markets absent a rolling stocks divestiture.
93. In this regard, however, only two respondents to the market test saw the need that the merged entity divests (some) of its existing train sets. While several respondents illustrated the barrier to entry created by the Channel Tunnel safety requirements that are different from requirements for other rail tunnels as defined under the EU rail interoperability directive<sup>42</sup>, the majority of respondents consider that for economic

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<sup>41</sup> This requirement relates to the positioning of safety doors in the tunnel.

<sup>42</sup> Directive 2008/57/EC of the European parliament and of the Council of 17 June 2008 on the interoperability of the rail system within the Community.

reasons a market entry would only be possible with TSI conforming trains (i.e. trains that fulfil the EU technical specifications for interoperability and can thus operate on other parts of the rail network; those trains are normally only 200 meters long). In this respect only one respondent submitted a plausible operating plan for divested train sets and the underlying interest to acquire such trains.

94. Although it is at this stage not possible to predict whether the ongoing revision process of the safety requirements for the Channel Tunnel will lead to a situation where TSI conforming trains will be allowed to enter the Channel Tunnel, the fact that only one respondent was interested to directly acquire Eurostar train sets, and under the condition that parties offer heavy maintenance services, indicates that a rolling stock divestiture commitment would not solve the problem in relation to the entry barrier created by the safety requirements. In addition, the market investigation has confirmed that a least one potential entrant is currently in the process of submitting technical solutions for shorter trains that should guarantee the same overall level of safety as compared to today.
95. Therefore, the Commission considers that a commitment providing for divestiture of rolling stock is not necessary in order to remove the competition concerns raised by the notified operation.

#### Monitoring of the commitments

96. In addition to these elements, the possibility for third parties requesting access to a service covered by the commitments to request a binding expert opinion from the monitoring trustee guarantees that any dispute arising in the course of the implementation of the commitments will be quickly resolved and does not delay effective market entry.
97. Should however the Trustee's opinion be contested, the railway undertaking requesting access to one of the services covered by the commitments will still have the opportunity to lodge an appeal. In this regard, while the Commission will act as an appeal authority as long as national railway regulators have not demonstrated their ability and willingness to do so, the commitments foresee that national regulators, in view of their extensive knowledge of the railway industry, will be very well placed to consistently enforce the rules set out by the commitments.

#### Conclusion

98. For these reasons, the commitments offered by the notifying parties are, under the specific circumstances of the present case, necessary and sufficient in order to remove the serious doubts raised by the notified transaction.
99. The Commission has therefore concluded that, subject to full compliance by the parties with their commitments, the notified operation as modified by the commitments does not raise serious doubts as to its compatibility with the internal market.



## **VII. CONDITIONS AND OBLIGATIONS**

100. Under the first sentence of the second subparagraph of Article 6(2) of the Merger Regulation, the Commission may attach to its decision conditions and obligations intended to ensure that the undertakings concerned comply with the commitments they have entered into vis-à-vis the Commission with a view to rendering the concentration compatible with the internal market.
101. The fulfilment of the measure that gives rise to the structural change of the market is a condition, whereas the implementing steps which are necessary to achieve this result are generally obligations on the parties. Where a condition is not fulfilled, the Commission's decision declaring the concentration compatible with the internal market no longer stands. Where the undertakings concerned commit a breach of an obligation, the Commission may revoke the clearance decision in accordance with Article 8(5) of the Merger Regulation. The undertakings concerned may also be subject to fines and periodic penalty payments under Articles 14(2) and 15(1) of the Merger Regulation.
102. In accordance with the distinction described above, all requirements set out in the commitments are considered to constitute obligations.

## **VIII. CONCLUSION**

103. For the above reasons, the Commission has decided not to oppose the notified operation as modified by the commitments and to declare it compatible with the internal market and with the functioning of the EEA Agreement, subject to full compliance with the obligations laid down in the commitments annexed to the present decision. This decision is adopted in application of Article 6(1)(b) in conjunction with Article 6(2) of Council Regulation (EC) No 139/2004.

For the Commission  
(*signed*)  
Joaquín ALMUNIA  
Member of the Commission

By hand and by fax: 0032 2 296 43 01  
European Commission  
DG Competition  
Rue Joseph II  
B 1000 Brussels

## **Case M.5655 – SNCF / LCR / EIL**

### **COMMITMENTS TO THE EUROPEAN COMMISSION**

Pursuant to Article 6(2) of Council Regulation (EEC) No. 139/2004 (the “**Merger Regulation**”), Société Nationale des Chemins de fer Français (“**SNCF**”), London & Continental Railways Limited (“**LCR**”), HS1 Limited (“**HSIL**”), Eurostar International Limited (“**EIL**”) and Société Nationale des Chemins de fer Belges (“**SNCB**”) hereby provide the following commitments (the “**Commitments**”) in order to enable the European Commission (the “**Commission**”) to declare the creation of a full-function joint venture which will operate the Eurostar service across the UK, the Channel Tunnel, France and Belgium compatible with the common market and the EEA Agreement by its decision pursuant to Article 6(1)(b) of the Merger Regulation (the “**Decision**”).

The Commitments shall take effect upon the date of adoption of the Decision.

This text shall be interpreted in the light of the Decision to the extent that the Commitments are attached as conditions and obligations, in the general framework of Community law, in particular in the light of the Merger Regulation, and by reference to the Commission Notice on remedies acceptable under Council Regulation (EEC) No 139/2004 and under Commission Regulation (EC) No 802/2004.

#### **Section A. Definitions**

For the purpose of the Commitments, the following terms shall have the following meaning:

**Appeal Authority:** the respective national regulator in France, in the UK and in Belgium.

**Decision:** decision of the Commission.

**Effective Date:** the date of adoption of the Decision by the European Commission.

**Observations:** receipt of the observations of the Parties to the fast track dispute resolution procedure.

**Parties:** SNCF, LCR, HS1L, EIL and SNCB.

**Plateforme de Services aux Entreprises Ferroviaires ("PSEF"):** means the SNCF entity in charge of facilitating the access of new entrants to all service facilities (stations, maintenance centres, etc) managed by SNCF. PSEF is subject to confidentiality rules. Apart from constituting a single point of entry for all RUs that wish to have access to the infrastructures managed by SNCF, its role is to ensure that this access is provided on a fair and non-discriminatory basis.

**RU ("RU"):** means any public or private undertaking, licensed according to applicable community legislation, the principal business of which is to provide services for the transport of passengers by rail with the requirement that the undertaking must ensure traction; this also includes undertakings which provide traction only.

**Trustee:** one or more natural or legal person(s), independent from the Parties, who possesses the necessary qualifications to carry out its mandate and in particular with proven professional expertise in the rail transport sector (for example as a former employee of a RU or of an Infrastructure Manager, a current or former employee of an industry association, a regulatory body or government agency or as a consultant). It shall neither have nor become exposed to a conflict of interest. It shall be approved by the Commission and appointed by the Parties, and have the duty to monitor the Parties' compliance with the conditions and obligations attached to the Decision.

## **Section B. The Commitments**

SNCF, LCR, HS1L, EIL and SNCB propose the following Commitments, with a view to providing any RUs authorised to operate a cross-Channel passenger transport service fair and non-discriminatory access to the relevant stations and/or maintenance centres managed by the Parties.

These Commitments should be interpreted with the overall aim of facilitating entry of RUs wishing to provide a cross-Channel passenger transport service.

### **B.1. Commitments by SNCF**

1. Article 1-IV of Act n° 2009-1503 of 8 December 2009 on the organisation and regulation of rail transport provides that RUs that are authorised to operate a transport service must have access to the whole of the railway network, including to the relevant service infrastructure, on fair and non-discriminatory terms.
2. In order to ensure that these principles are respected, any RUs considering that it has been subject to unfair treatment, discrimination or any other practices having effect to limit access to the rail network, including related infrastructure such as stations, will be entitled to refer to the Autorité de Régulation des Activités Ferroviaires ("ARAF"). The latter will adopt its decision within two months after the receipt of a complete file and may impose a fine.
3. It is within this legal framework that SNCF proposes the following Commitments.

***B.1.1. Commitment in relation to access to services in passenger stations necessary to operate a cross-Channel passenger transport service***

4. The passenger stations covered by this Commitment in France are those used to provide a permanent Eurostar service. These stations are:
  - Paris Gare du Nord ;
  - Lille Europe ;
  - Calais Frethun ;
  - Marne-la-Vallée-Chessy.
5. Information concerning these stations can be found on the website : [www.gares-connexions.com](http://www.gares-connexions.com)
6. These stations are owned by the French State and have been assigned - except particular areas such as platforms - to SNCF, which has created an independent division, “*Gares & Connexions*”, that must respect the rules on public land owned by the State. “*Gares & Connexions*”, cooperates with the “*Plateforme de Services aux Entreprises Ferroviaires*” (“PSEF”), in order to ensure non-discriminatory access to RUs wishing to have access to services in these stations.
7. Consistent with the provisions of Article 1-IV of Act n° 2009-1503 of 8 December 2009 on the organisation and regulation of rail transport, SNCF commits and procures that “*Gares & Connexions*” will, in the above mentioned stations, make access to services that are necessary to operate a cross-Channel passenger transport service available on fair and non-discriminatory terms.
8. If there is no or insufficient space or capacity at the time of the request for the provision of the services listed below, SNCF / “*Gares & Connexions*” shall make space or capacity available to ensure that these services can be provided. If necessary, existing occupancies in the stations shall be amended to the extent reasonably required.
- a) ***Identification of the services to be provided to RUs pursuant to the present Commitment***
9. The services covered by this Commitment shall include the following services:
  - (i) ***Basic services***
10. The basic services shall comprise:

- The provision and upkeep of buildings and areas open to the public, equipment and services necessary to afford passengers access to the trains. This includes, for instance, common areas allowing the movement of passengers, shared space and waiting rooms, station furniture (benches, seats, refuse bins, etc.), access to overpasses, access to underpasses, escalators, lifts, automatic doors, etc.), general help for passengers (station signposting, information on the services available in the station, intermodality and rail services to and from the station), assistance for the mobility impaired, cleanliness of the station, security and safety, miscellaneous services (lost and found, left luggage, WC, luggage trolleys for passengers, etc.).
  - The provision of services allowing the operational management of passenger movement in the station. This consists in handling the operational aspects of passenger movement in stations. It organises the working of the station and manages the consequences of the resulting passenger flows, within the area under its control.
  - The provision of passenger information services. This consists of written (signposting, display of train times and platforms) and/or oral information, including safety information as well as static and/or dynamic information (real-time information, info flashes). Station marking shall be based on signposting and dynamic information systems which shall be located all along the routes channelling passengers between town, station and platforms.
  - The provision of services to enable catering to be delivered to trains in Paris Gare du Nord.
11. At the request of RUs, SNCF / "*Gares & Connexions*" will provide them with any necessary information relating to the basis on which such services may be provided.
  12. Precise details of the content of these services for the stations covered by these Commitments are provided in **Exhibit 1**.

**(ii) *Cross-Channel services (access to Transmanche Zone)***

13. To fulfil the restrictive conditions imposed on RUs wishing to operate trains through the Channel Tunnel connected with the formalities in force on entering and leaving the Schengen area, any RU shall have a fair and non-discriminatory access to the dedicated Transmanche Zone, which has been set aside for cross-Channel traffic in the stations covered by this Commitment.
14. Access to this dedicated Transmanche Zone shall include the following services:

- Reception in the Transmanche Zone and passenger access to trains: these services shall comprise for example site management (buildings, surfaces, premises, equipment and passenger facilities), management of station reception and assistance services access to the security and passport control zone, assembly and supervision of security obligations and relations with State authorities;
  - Passenger information in the Transmanche Zone: these shall include management of station passenger information (static information, systems via signs of displays, dynamic, visible or audible information systems);
  - Operational management of the Transmanche Zone: these services include operational management of passenger flows.
15. These services will be needed for the provision of international rail services and are therefore supplementary to the basic services for station access described above.

***(iii) Provision of space or premises in the stations covered by this Commitment***

16. Space or premises in the stations covered by this Commitment, that are necessary for RUs to perform their activities within the station's confines (spaces for the installation of a ticket machine, ticket counters, staff rest room, storage facilities, ...), will be made available to them.
17. Space and premises are allocated by SNCF / "Gares & Connexions" in light of the purpose of the request (room near the passenger flow for sales-oriented premises) and the operational constraints thereof.
18. In practice, SNCF / "Gares & Connexions" will provide one or more sites:
- The area of which is in accordance with the operational needs of the RU and enables the RU to install its personnel under sufficient conditions of comfort;
  - The positioning of which in the station is aligned with the activity envisaged by the RU (sales or back-office activity).
19. The location of these spaces and premises will be established in compliance with the station's occupancy map, in order to ensure that the services that are essential for passenger reception and management (waiting areas, ticket sales and distribution and basic commercial services) are close to the passenger flows.

20. Provision of these facilities will be covered by a specific contract with SNCF / “*Gares & Connexions*”. This contract shall not be treated as a commercial lease but as an agreement affording the right to use an area in the public domain and shall therefore be subject to the rules governing public land owned by local authorities. Such contract will be specific to a named occupant and may not therefore be freely transferred or assigned to a third party. Under the condition that the RU continues to serve the station, the contract will be concluded for a period of five (5) years, that can be revoked every year by the RU. The period of five (5) years shall be renewable for another period of five (5) years.

***b) Procedure for requesting access to services at the stations pursuant to this Commitment***

***(i) Prerequisite for access to the stations covered by this Commitment***

21. All services in stations will be covered by a contract between the RUs and SNCF / “*Gares & Connexions*”. Such a contract will stipulate the general and specific conditions governing the supply of services and the practical arrangements enabling the RUs to have access to the services.

***(ii) Procedure for lodging a request***

22. All requests shall be submitted in writing to the “*PSEF*”:

***SNCF – Plateforme de Services aux Entreprises Ferroviaires***

190, avenue de Clichy – Bât B

75017 Paris – France

Telephone: +33 970 809 124

Fax: +33 171 938 220

E-mail: [services.psef@sncf.fr](mailto:services.psef@sncf.fr)

23. ***Request for a regular service.*** Any request for a regular service, for a given year timetable period, made subject to obtaining the corresponding train paths, shall be introduced by September of the preceding year at the latest, when RFF's responses to train path requests from the RUs should be firm.
24. At that date, the RU shall provide SNCF / “*Gares & Connexions*” with the following additional information to enable it to schedule its services and fulfil its functions as best possible and in complete safety, especially as regards the information function and the management of passenger flows:
- the information to be displayed for customers (accessibility, signposting);
  - the capacity of the train arriving in the station;
  - the particular operating features of the train (catering supply requirements, trains carrying groups of sick people, etc.);
  - the details of the person(s) to be contacted for more precise information;

- the other services deployed with an impact on station operation (specific reception, etc.).
25. For any missing details, SNCF / “*Gares & Connexions*” shall contact the person indicated by the RU. The extra data shall then be provided within five (5) working days to allow SNCF to provide the services under the best possible conditions.
  26. SNCF / “*Gares & Connexions*” undertakes to reply and to enter into discussions on the requested services within a three (3) week period at most. It undertakes to provide a reasoned answer within three (3) months of the date on which it receives the RU’s completed request.
  27. ***Occasional request.*** In the event of occasional requests for the use of stations submitted to the “*PSEF*” not falling under these general provisions, SNCF / “*Gares & Connexions*” shall endeavour to provide the highest possible quality of service. RUs shall place their requests at the latest six (6) weeks before the first train is to run. In such cases, SNCF / “*Gares & Connexions*” undertakes to reply within three (3) weeks, provided the request contains all necessary details of the particular case.
- c) ***Charges for access to the stations covered by this Commitment***
28. The charges for access to services in the stations covered by this Commitment shall be applied on a fair and non-discriminatory basis to all RUs authorised to provide a cross-Channel passenger transport service.
- (i) ***Charging principles for basic services.***
29. The rate charged for the basic services shall take into account the costs connected with the services and investments made in this respect. It shall be invoiced to each individual RU, per station, on the basis of the number of departing trains.
  30. The principles for charging such services as well as the scale of rates applicable to the stations covered by this Commitment will be published by SNCF / “*Gares and Connexions*” each year and available on its website. The charge for the basic service will include a fixed amount charged for all trains, as well as a weighted access charge amount, which takes into consideration the capacity offered and the long distance nature of the trains providing a cross-Channel service. The weighting factor corresponds to the services constituting the basic package such as passenger care and comfort, shared areas in stations, WC, cleaning, lighting, shared waiting rooms, etc... The method for calculating those charges as well as the scale of rates applicable to these stations for the 2011 timetable period is provided as **Exhibit 2**.



*(ii) Charging principles for cross-Channel services (Transmanche)*

31. Charging for cross-Channel services shall be based on the number of departing trains that have used the cross-Channel services. Contrary to the basic charges above, no weighting will be applied to the rate.
32. The rates applicable for cross-Channel services in the stations covered by this Commitment for the 2011 timetable period is provided as **Exhibit 2**.

*(iii) Charging principles for provision of spaces and premises*

33. Space or premises will be made available in return for the payment of fees consisting of a rent plus a fixed amount in relation to the station's general overheads, such as cleaning of the station, taxes, site management, green area, building maintenance, management fees, etc. Tariffs will vary according to the positioning of the space or premises in the stations and the flow of passengers.

***B.1.2. Commitment in relation to access to Le Landy maintenance centre***

34. The maintenance centre covered by this Commitment in France is the maintenance centre of Le Landy, which is managed by SNCF.
35. Within SNCF, the "PSEF" constitutes the entry point for any RU that wishes to have access to this maintenance centre.
36. In accordance with the provisions of Article 1-IV of Act n° 2009-1503 of 8 December 2009 on the organisation and regulation of rail transport, SNCF commits to make access to the facilities in Le Landy maintenance centre for operations of light maintenance available on fair and non-discriminatory terms.
37. If there is no or insufficient space or capacity at Le Landy maintenance centre at the time of the request, SNCF commits that it will make space or capacity available to the extent reasonably required. In this specific context, it is agreed that a reasonable requirement shall be for SNCF to grant access to Le Landy for one train at any given time during a 24 hour period.

***a) Identification of the services to be provided to RUs pursuant to the present Commitment***

38. The services covered by this Commitment include, in particular, the following services:

(i) ***Access to facilities at Le Landy maintenance centre for light maintenance operations conducted by the RU***

39. Subject to the compatibility of the equipment in the facilities at Le Landy maintenance centre with the rolling stock of the RU, access to the facilities will be granted to the RU for the following services:

(i) Stabling. SNCF will provide overnight parking services either:

- in Landy "Sud", provided that RU's trains require light maintenance and can be moved, on request, by the RU's drivers, in order to allow other trains to undergo light maintenance services, if necessary;
- in Landy "Pleyel", where the RU shall ensure the safety of its trains on the basis of a contract to be negotiated with a company specialised in providing such services.

(ii) Servicing

- Toilet discharge;
- Fluids replacement;
- Water top up;
- Visual inspections;
- Sand replacement.

(iii) Cleaning

- Exterior cleaning with automatic carriage washer;
- Exterior manual cleaning;
- Interior cleaning.

(iv) Light Maintenance Operations on locomotives, light rail motor tractors and passenger stocks

- checks,
- diagnoses,
- rapid exchange of replaceable parts; and
- other quick operations.

(ii) ***Access to facilities at Le Landy maintenance centre for light maintenance operations conducted by SNCF***

40. Access to the facilities will be granted to the RU for reprofiling services performed by SNCF. This service will consist in using a pit lathe to reprofile the axle of a vehicle of a RU, when the axle shows a defect.

**b) Procedure for requesting access to the maintenance centre of Le Landy**

**(i) Prerequisite for access to the maintenance centre**

41. Access to Le Landy maintenance centre may only be possible if the rolling stock of the RU requiring access is technically compatible with the centre's facilities (in terms of length of trainsets/platforms, etc.).
42. If the rolling stock of the RU having requested access to Le Landy is not compatible with the equipment provided in this centre and its infrastructure, SNCF commits that upon request of the RU, conversion works will be undertaken, within a reasonable time frame, provided that:
- a reasoned and complete request has been submitted to the PSEF;
  - these conversion works are technically and financially feasible;
  - these works do not lead to a significant rupture, disorganization or downgrade in the day to day operations of the centre;
  - these works do not have a significant impact on the rolling stock roster within Le Landy;
  - the RU finances upfront the investments required and support all the costs related to these investments, including the induced costs relating to the disorganization of the centre during the works.
43. Before any access may be allowed to the maintenance facilities of Le Landy, a contract between SNCF and the RU will be signed. Such a contract will stipulate the general and specific conditions governing the conditions of access to the facilities at Le Landy maintenance centre for light maintenance operations to be conducted by the RU or SNCF.

**(ii) Procedure for lodging a request**

44. All requests shall be submitted in writing to the "PSEF":

***SNCF – Plateforme de Services aux Entreprises Ferroviaires***

190, avenue de Clichy – Bât B

75017 Paris – France

Telephone: +33 970 809 124

Fax: +33 171 938 220

E-mail: [services.psef@sncf.fr](mailto:services.psef@sncf.fr)

45. ***Scheduled access.*** For a regular admission, the RU shall lodge its request with the PSEF twelve (12) months before the start of operations. SNCF / "PSEF" undertakes to reply and to enter into discussions on the requested services within a three (3) week period at most. It undertakes to provide a reasoned answer within three (3) months of the date on which it receives the RU's completed request.
46. For an occasional admission, and when it has a contract, the RU shall lodge its request with the PSEF giving at least three (3) weeks notice before the rolling stock enters the maintenance centre.

47. ***Unscheduled access.*** Unscheduled access should remain the exception and correspond to a completely unexpected need. The RU shall send its request for access to services connected with the maintenance of its rolling stock to the PSEF. The latter will respond within a reasonable deadline taking into consideration the specific needs of the applicant and, in any event, within five (5) working days after the receipt of the request (or such lesser period as may be reasonably practicable in an emergency).

***c) Maintenance charges***

48. The charges for access to the maintenance services of Le Landy shall be applied on a fair and non-discriminatory basis to all RUs wishing to enter the maintenance centre.

49. The rates charged by SNCF for access to the maintenance services at Le Landy as defined above in paragraph under 39 (ii), (iii) and (iv) and in paragraph 40 shall include:

- The Application fee, which corresponds to the costs for drafting (i) the contract, (ii) the local instructions and (iii) the risk prevention plan. It will be chargeable for all first access request made by a given RU in relation Le Landy maintenance centre, whatever the type of rolling stock and concerns all operations.
- The Admission charge, which corresponds to the costs for (i) scheduling (making allowance for the factors in the theoretical transport plan and the provisional facility deployment programme), (ii) escorting the rolling stock during the various shunting operations performed on the site (from entry to the facility and from the facility to the exit) and (iii) enforcement and termination of protection measures. It will be chargeable as soon as the access slot has been scheduled for the authorised RU. It concerns all operations.
- The cost-based charges for standard operations corresponding to the maintenance services servicing, cleaning, light maintenance operations and reprofiling services.

50. A table providing the rates applicable for these different types of fees shall be published each year. The table for 2011 is provided in **Exhibit 3**.

**B.2. Commitments of LCR and HS1L relating to access London St. Pancras International station in order to operate a cross-Channel passenger transport service**

51. Regulation 7 of the Railways Infrastructure (Access and Maintenance) Regulations 2005 (as amended) (“Rail Regulations 2005”) and the HS1 Network Statement provide that RUs should be granted access on a non-discriminatory basis.

52. It is within this legal framework that LCR and HS1L make the following Commitment in relation to London St. Pancras International station which is currently used to provide cross-Channel passenger transport services. London St. Pancras International is owned by HS1L on a long lease.

53. Consistent with the Rail Regulations 2005, HS1L commits that it will respect the following Commitment. LCR, for so long as it controls HS1L, will procure that HS1L will respect this Commitment.
54. If there is no or insufficient space or capacity at the time of the request for the provision of the services listed in paragraph 55 (iii) below, HS1L shall make space or capacity available to ensure that these services can be provided. If necessary, existing occupancies in the station shall be amended to the extent reasonably required.

*a) Identification of the services to be provided to RUs*

55. In London St. Pancras International station, access to the following services shall be provided by HS1L to RUs authorised to provide a cross-Channel passenger transport service on fair and non-discriminatory terms:

- (i) Common station amenities for users and passenger operators. These include concourses, platforms, lifts, escalators, safety equipment, public toilets, left luggage and lost property facilities, signage, passenger information system and timetable departure information, public address system, facilities for the mobility impaired.
- (ii) Common station services for users and passenger operators. These include cleaning, heating, lighting, policing, security, departure information, display of emergency timetables, station staff, help points, signage.
- (iii) Common station amenities and services in or adjacent to the areas accessible only for international travellers (“**International Common Zone**”). These include:
  - facilities and services for ticket purchase and retrieval for passengers of the international passenger services operating from the station;
  - access to check-in, security, customs and border control infrastructure in the arrival and departure areas in the International Common Zone;
  - operation of passenger information systems, including timetabling displays in the International Common Zone and the Common Zone.

56. At the request of RUs, HS1L will provide them with any necessary information relating to the basis on which such services may be provided.

57. These services are set out in greater detail in **Exhibit 4**.

58. Provision of these services shall be covered by accession of the RU to the station access agreement for London St. Pancras International. This station access agreement is based on the regulated template agreement for use at major stations on the conventional network in the United Kingdom which was pre-approved by the competent rail regulator, the ORR. Appeals in relation to access can be made to the ORR under Regulation 29 of the Rail Regulations 2005. To apply for a station access

agreement, an operator must have entered into a track access agreement for the operation of passenger services on HS1. A RU can receive these station services for a period of five (5) years that shall be renewable for another period of five (5) years if the commitments are still in force. A RU may terminate its receipt of such services by giving to HS1L 12 months' notice. The same notice can be given of a request to modify the services received. HS1L may give 12 months' notice to a RU to modify the provision of the services in order to accommodate other RUs.

***b) Procedure for requesting access to London St. Pancras International station***

***(i) Prerequisite for access to this station***

59. All services in the station must be covered by accession of the RU to the station access agreement for London St. Pancras International.

***(ii) Procedure for lodging a request***

60. All requests shall be submitted in writing to:

**Regulatory Affairs Manager**  
HS1 Limited  
73 Collier Street  
London N1 9BE  
Tel: +44 (0) 207 014 27 00  
Website : [www.highspeed1.com](http://www.highspeed1.com)

61. The process involves the following principal steps:

- HS1L ascertains the operational requirements of the RU which may include train path requirements, berthing needs, station operational and passenger requirements (including ticketing facilities, customer services needs etc). These requirements would be captured in heads of terms between HS1L and the RU. Heads of terms should be agreed from 18 months but no later than 12 months prior to start of service.
- The heads of terms will be the basis for the implementation programme for the delivery of any physical conversion works. Physical conversion works would commence 6-9 months prior to start of service.

- Track access agreements, station access agreements and lease agreements would be entered into at the same time. Negotiations to complete these agreements would commence immediately following the agreement to the heads of terms being signed. With track access agreements requiring ORR approval, the track access agreements would need to be submitted to the ORR 6 months prior to start of service. Station access agreements and lease agreements would be granted once the ORR has approved the track access agreement.

*c) Charges for access to the stations*

62. The charges for access to services in London St. Pancras International shall be applied on fair and non-discriminatory terms to all RUs authorised to provide a cross-Channel passenger transport service.
63. Station access charges are based upon a cost allocation. The allocation of costs between RUs is governed by the mechanisms in the station access conditions and charges are payable by the RUs under their station access agreements. The majority of the cost of operating, maintaining and renewing the station is charged to RUs through either the Qualifying Expenditure (QX) or Long Term Charge (LTC) mechanisms.
  - *QX*: The largest items of QX consist of costs associated with maintenance, station staff, cleaning, security and utilities. These items are to a large extent driven by a combination of RUs expectations and the service levels and specifications to be provided as part of the obligations in the station access conditions.
  - *LTC*: LTC refers to asset renewal costs (e.g. escalators, lifts and some structural elements) and the maintenance of lifts and escalators.

Bespoke services may be provided by HS1L for a specific RU and will be charged directly to that RU.

64. HS1L shall make proposals regarding space to be made available and the corresponding price conditions on the basis of the request submitted to HS1L by the RUs.
65. The station access charges for a RU introducing a new service can only be defined once the expectations of the RU and service level and specifications of the intended service are provided to HS1L. These are developed in the process leading to the heads of terms referred to above.

### **B.3. Commitments of EIL**

#### **B.3.1. Commitments of EIL relating to the provision of services at Temple Mills maintenance centre**

66. Regulation 7 of the Rail Regulations 2005 provides that RUs should be granted access to service facilities on a non-discriminatory basis.
67. It is within this legal framework that EIL makes the following Commitment in relation to the maintenance centre of Temple Mills, which is managed by EIL.
68. Consistent with the Rail Regulations 2005, EIL commits that it will make access to light maintenance services at Temple Mills available on fair and non-discriminatory terms.
69. If there is no or insufficient space or capacity at Temple Mills at the time of the request, EIL commits that it will make space or capacity available to the extent reasonably required. In this specific context, it is agreed that a reasonable requirement shall be for EIL to grant access to Temple Mills for one train at any given time during a 24 hour period.

#### ***a) Identification of the types of services covered by this Commitment***

70. The following services at Temple Mills shall be offered by EIL to RUs authorised to provide a cross-Channel passenger transport service on fair and non-discriminatory terms subject to technical compatibility with the depot and its equipment:
  - (i) Stabling
    - On uncovered sidings within a secure facility.
  - (ii) Servicing
    - Toilet discharge;
    - Fluids replacement;
    - Water top up;
    - Visual inspections;
    - Sand replacement.
  - (iii) Cleaning
    - Exterior cleaning with automatic carriage washer;
    - Exterior manual cleaning;
    - Interior cleaning.
  - (iv) Security
    - Channel Tunnel Security Act compliant security (subject to TRANSEC approval of arrangements).



- (v) Maintenance
    - Carrying out to locomotives or rolling stock of maintenance work of a kind which is normally carried out at regular intervals of 12 months or less to prepare the locomotives or other rolling stock for service.
  - (vi) Wheel services
    - Wheel repairs;
    - Ultra-sonic axle testing;
    - Bogie exchange;
    - Wheel turning.
  - (vii) Ancillary services
    - Toilet facilities for drivers.
- b) *Procedure for requesting the provision of services at the maintenance centre of Temple Mills***
- (i) *Depot access agreement***
71. All services at this maintenance centre must be covered by accession of the RU to a depot access agreement. This depot access agreement is based on the regulated template agreement for use on the conventional network in Great Britain, which was approved by the ORR. In addition, the specific access agreement with each user of the depot requires the pre-approval of the ORR. Appeals in relation to services can be made to the ORR.
- (ii) *Procedure for lodging a request***
72. The RU shall lodge its request for scheduled access with EIL not less than twelve (12) months before the intended start of operations. EIL shall respond to and commence discussions within three (3) weeks of receipt of such request. EIL will provide a decision within three (3) months of the receipt of the request.
73. Where access has been granted to maintenance services at Temple Mills on a scheduled basis, the RU may lodge a request for access outside the agreed scheduled times, however unscheduled access should remain the exception and correspond to a completely unexpected need. The RU shall send any such request for unscheduled access to EIL two (2) weeks prior to the requested access date, and EIL shall provide a decision within five (5) working days after the receipt of the request (or such lesser period of time as may be reasonably practicable in an emergency).

74. All requests shall be submitted in writing to:

**Chief Executive Officer**  
Eurostar International Limited  
Times House, Bravingtons Walk  
Regent Quarter London N1 9AW  
Tel : +44 (0) 207 843 55 00  
Website : www.eurostar.com

**c) *Maintenance charges***

75. The cost-based charges for maintenance services at Temple Mills shall be applied on a fair and non-discriminatory basis to all RUs which need to access the maintenance centre.

**B.3.2. Commitments of EIL relating to the provision of paths at peak hours**

76. The intention of these Commitments is to ensure an international RU obtains the Qualifying Paths (as defined in paragraph 79 below). EIL will participate in the timetabling process and, if necessary, in the surrender of its path(s) as required in paragraph 79 below, to help ensure this outcome to its best ability. HS1L will actively support these Commitments to its best ability.
77. European Directive 2001/14, as amended, and the relevant implementing regulations in the UK, France and Belgium (the "Implementing Regulations") govern access to infrastructure where there has been a declaration of congestion. The HS1 network statement gives priority to international passenger transport service operators in the allocation of paths.
78. It is within this legal framework that EIL makes the following Commitment.
79. Where, in respect of relevant infrastructure in any of the UK, France and Belgium the procedures, including the relevant appeal procedures, established by the relevant infrastructure managers and the Implementing Regulations on the allocation of train paths have been followed, but, it is not possible to satisfy adequately the request for path(s) by a RU, after coordination of the requested paths and consultation with that RU, at the latest 3 months and 3 weeks prior to the introduction of the relevant annual timetable to enable it to operate an international passenger service:
- during each of the two peak hour periods (i.e. departing between 6 a.m. and 10 a.m. and between 4 p.m. and 8 p.m.); and
  - at a time within 35 minutes of a requested path time; and
  - in each direction on each of the London/Paris and London/Brussels routes; and
  - for which the applicant has requested paths on the same day of the week during 80% of a full timetable year (the "*Qualifying Paths*"),

EIL commits that it will relinquish, following a firm bid by the applicant, one path during each of these peak hour periods, in each direction, on each of the London/Paris and London/Brussels routes corresponding to the time within 35 minutes and route(s) for which the applicant has not been granted such path(s). For the avoidance of doubt, any reference in this paragraph 79 to the need for the procedures to have been followed shall not require that an infrastructure manager has declared the infrastructure congested.

80. This Commitment will apply only if the applicant has participated in the above mentioned allocation procedures on a *bona fide* basis including during the allocation process.
81. EIL further commits that in submitting its bid for paths for its own business purposes, it shall not act in a way the purpose of which is to block the allocation of paths to other international RUs.
82. This Commitment will be considered as satisfied for any relevant timetable year as soon as any international RU other than EIL has been allocated, one path during each peak hour period within 35 minutes of the requested time, in each direction, on the London/Paris and London/Brussels routes or the applicant has declined to make a firm bid for the path surrendered by EIL (unless EIL is able to retain such surrendered path(s)). If EIL has surrendered a path that is subsequently allocated to a RU other than an international RU, EIL shall be obliged to surrender a further path unless it can demonstrate that there is a high likelihood that such path would not be allocated to an international RU.
83. In this context, HS1L in accordance with the HS1 network statement shall, to the extent compliant with law, prioritise the allocation of paths to international passenger train service operators.
84. In relation to this Commitment, disputes relating to access to infrastructure in Great Britain will be dealt with, in the first instance, under Regulation 29 of the Rail Regulations 2005.

#### **B.4. Commitments by SNCB**

85. Pursuant to Article 10 of the Law dated 4 December 2006 on the utilisation of the railway infrastructure, RUs are granted access to related transport services such as stations and maintenance centres on a non-discriminatory basis.
86. To respect these principles, Belgian law has implemented an effective separation between the infrastructure manager - SNCB Holding, which is in charge of managing and providing access to stations - and SNCB, which is charge of transport operations. This separation was introduced by Law of 21 March 1991 and reinforced by a Law of December 2008 and a Royal Decree of June 2009.
87. A RU that believes it has been subject to a discriminatory treatment is able to appeal to the *Service de Régulation du Transport Ferroviaire et de l'exploitation de*

*l'aéroport de Bruxelles National*. The independence of this authority was reinforced by a Royal Decree of 19 May 2009.

88. It is within this legal framework that SNCB proposes the following Commitments.

#### **B.4.1. Commitment in relation to access to SNCB's services at Brussels Midi station**

##### ***a) Identification of the services to be provided to RUs pursuant to the present Commitment***

89. The station of Brussels Midi is owned and managed by SNCB Holding. SNCB Holding is a separate entity from SNCB, the operator of transport services.

90. SNCB informs the Commission that the Board of Directors of SNCB Holding of the 26th of March 2010 has resolved that as station manager SNCB Holding is to provide RUs the necessary space in order to allow them to operate their activities and such in a non-discriminatory and non-exclusive manner. The following principles shall be applied:

- *“if enough space is available, the operator is immediately granted an occupancy right;*
- *if there is no or insufficient space, SNCB Holding shall examine how it can respond to the request of the operator in question. If necessary existing occupancies in the stations shall be amended.”*

91. The decision applies to all space which newcomers request access to, i.e. space to operate ticket windows, space to place vending machines, ...

92. Therefore, any RUs that wish to have access to Brussels Midi station are able to request such access from SNCB Holding, which is not a party to this transaction.

93. In the Transmanche terminal of Brussels Midi station a number of services are performed by different parties:

- (i) Station handling: assistance of Eurostar customers with check-in and ensuring a smooth passenger flows through the terminal. This service is provided by SNCB;
- (ii) Identity control by the Belgian Federal Police;
- (iii) Operation of x-ray machines (luggage control) by SNCB Holding. This service is a public service obligation imposed on SNCB Holding in return for which SNCB Holding receives a compensation. This obligation is linked to the nature of the Transmanche terminal and not to the nature of the carriers using the terminal;

- (iv) Border control by the UK immigration services;
  - (v) Control of the train for departure on the platform is performed by SNCB.
94. SNCB commits that it will provide the services described in paragraph 93 (i) and (v) on fair and non-discriminatory terms to any RUs authorised to operate a cross-Channel passenger transport service.
- b) *Procedure for requesting access to SNCB's services at Brussels Midi station pursuant to this Commitment***
- (i) *Prerequisite for access to these services***
95. All these services will be supplied on the basis of a contract between the RU and SNCB.
- (ii) *Procedure for lodging a request***
96. All requests shall be submitted in writing to SNCB Europe, 40 avenue de la Porte de Hal, 1060 Brussels.
97. ***Request for a regular service.*** Any request for a regular service for a given year timetable period made subject to obtaining the corresponding train paths, shall be made by 15 September of the preceding year at the latest, when Infrabel responses to train path requests from the RUs should be firm.
98. At that date, the RU shall provide SNCB with the following additional information to enable it to schedule its services and fulfil its functions as best possible and in complete safety, especially as regards the management of passenger flows:
- information to be displayed for customers (accessibility, signposting);
  - capacity of the train arriving in the station;
  - the particular operating features of the train (catering supply requirements, trains carrying groups of sick people, etc.);
  - the details of the person(s) to be contacted for more precise information;
  - other services deployed with an impact on station operation (specific reception, etc.).
99. For any missing details, SNCB shall contact the person indicated by the RU. The extra data shall then be provided within five (5) working days to allow SNCB to provide the services under the best possible conditions.
100. SNCB agrees to start discussing with the applicant RU within a maximum of three (3) weeks after the receipt of the request. SNCB agrees to address a reasoned answer within three (3) months after the receipt of a complete request from the applicant.

101. ***Occasional request.*** In the event of occasional requests for the use of stations submitted to SNCB, the latter shall do its utmost to provide the highest possible quality of service. RUs shall place their requests at the latest six (6) weeks before the first train is to run. In such cases, SNCB undertakes to reply within three (3) weeks, provided the application contains all necessary details of the particular case.

***c) Charges for access to SNCB's services at Brussels Midi station***

102. The charges for access to services in Brussels Midi station shall be applied on a fair and non-discriminatory basis to all RUs authorised to provide a cross-Channel passenger transport service.
103. The rate charged for the services shall take into account the costs connected with the services and investments made in this respect. It shall be invoiced to each individual RU on the basis of the number of departing trains.
104. Principles for charging such services as well as the level of the rates applied by SNCB will be published each year and made available on its website.

**B.4.2. Commitment in relation to access to Forest maintenance centre**

105. The maintenance centre covered by this Commitment in Belgium is the maintenance centre of Forest, which is managed by SNCB.
106. SNCB commits that it will make this centre available to RUs wishing to obtain light maintenance services for their trains operating a cross-Channel passenger transport service on fair and non-discriminatory terms.
107. If there is no or insufficient space or capacity at the Forest maintenance centre at the time of the request, SNCB commits that it will make space or capacity available to the extent reasonably required. In this specific context, it is agreed that a reasonable requirement shall be for SNCB to grant access to Forest for one train at any given time during a 24 hour period

***a) Identification of the services to be provided to RUs pursuant to the present Commitment***

108. The services covered by this Commitment include, in particular, the following services:

(i) ***Access to facilities at the Forest maintenance centre for light maintenance operations conducted by the RU***

109. Subject to the compatibility of the equipment in the facilities at the Forest maintenance centre with the rolling stock of the RU, access to the facilities will be granted to the RU to perform the following maintenance operations:

- Cleaning operations (including inside cleaning, windscreen washer replenishment and train washing) and toilet discharge;
- Light maintenance operations (checks, diagnoses, rapid exchange of replaceable parts and other quick operations);
- Stabling.

(ii) ***Access to facilities at Forest maintenance centre for light maintenance operations conducted by SNCB***

110. Access to the facilities will be granted to the RU for reprofiling services performed by SNCB. This service will consist in using a pit lathe to reprofile the axle of a vehicle of a RU, when the axle shows a defect.

(b) ***Procedure for requesting access to the maintenance centre of Forest***

111. All requests shall be submitted in writing to SNCB Technics, 40 avenue de la Porte de Hal, 1060 Brussels.

112. Two different types of services must be distinguished.

113. ***Scheduled access.*** Admission may be regular (admission of a vehicle between two revenue service runs and with a given frequency) or occasional (admission is not regular but may be foreseen and scheduled). For a regular admission, the RU shall lodge its request with SNCB twelve (12) months before the start of operations. SNCB undertakes to answer and to enter into discussions on the request within a three (3)-week period at most. It undertakes to provide a reasoned answer within three (3) months of the date on which it receives the applicant's completed application.

114. For an occasional admission, and when it has a contract, the RU shall lodge its request with SNCB giving at least three (3) weeks notice before the rolling stock enters the maintenance centre.

115. ***Unscheduled access.*** Unscheduled access should remain the exception and correspond to a completely unexpected need. The RU shall send its request for access to services connected with the maintenance of its rolling stock to SNCB.

116. This occurs in the event of an exceptional event on the line (incident) that precludes the rolling stock from being placed back in service without intervention or damage assessment.

**c) *Maintenance charges***

117. The cost-based charges raised by SNCB for access to the maintenance services provided at Forest shall be applied on fair and non-discriminatory terms to all RUs wishing to enter the maintenance centre.

**Section C. Trustee**

**C.1. Appointment Procedure**

118. The Parties shall appoint a Monitoring Trustee to carry out the functions specified in the Commitments for a Monitoring Trustee.
119. The Trustee shall be independent of the Parties, possess the necessary qualifications to carry out its mandate, in particular shall have proven professional expertise in the rail transport sector (for example as a former employee of an RU or an Infrastructure Manager, a current or former employee of an industry association, a regulatory body or government agency or as a consultant), and shall neither have nor become exposed to a conflict of interest. The Trustee shall be remunerated by the Parties in a way that does not impede the independent and effective fulfilment of its mandate.

***C.1.1. Proposal by the Parties***

120. No later than two weeks after the Effective Date, the Parties shall submit a list of one or more persons whom the Parties propose to appoint as the Monitoring Trustee to the Commission for approval. The proposal shall contain sufficient information for the Commission to verify that the proposed Trustee fulfils the requirements set out in paragraph 119 and shall include:
- (a) the full terms of the proposed mandate, which shall include all provision necessary to enable the Trustee to fulfil its duties under these Commitments; and
  - (b) the outline of a work plan which describes how the Trustee intends to carry out its assigned tasks.



### ***C.1.2. Approval or rejection by the Commission***

121. The Commission shall have the discretion to approve or reject the proposed Trustee(s) and to approve the proposed mandate subject to any modifications it deems necessary for the Trustee to fulfil its obligations. If only one name is approved, the Parties shall appoint or cause to be appointed, the individual or institution concerned as Trustee, in accordance with the mandate approved by the Commission. If more than one name is approved, the Parties shall be free to choose the Trustee to be appointed from among the names approved. The Trustee shall be appointed within one week of the Commission's approval, in accordance with the mandate approved by the Commission and no later than four (4) weeks after the Effective Date. The Parties commit not to close the notified transaction before the appointment of the Trustee.

### ***C.1.3. New proposal by the Parties***

122. If all the proposed Trustees are rejected, the Parties shall submit the names of at least two more individuals or institutions within one week of being informed of the rejection, in accordance with the requirements and the procedure set out in paragraphs 120 and 121.

### ***C.1.4. Trustee nominated by the Commission***

123. If all further proposed Trustees are rejected by the Commission, the Commission shall nominate a Trustee, whom the Parties shall appoint, or cause to be appointed, in accordance with a trustee mandate approved by the Commission.

## **C.2. Functions of the Trustee**

124. The Trustee shall assume its specified duties in order to ensure compliance with the Commitments. The Commission may, on its own initiative or at the request of the Trustee or the Parties, give any orders or instructions to the Trustee in order to ensure compliance with the conditions and obligations attached to the Decision.
125. In particular, the Trustee shall, in case a dispute arises between the Parties and any RU requesting access to any of the services covered by these Commitments, give, on request of the RU concerned or a Party, a binding expert opinion regarding the precise scope of the obligations of the Parties vis-à-vis the RU concerned under the Commitments, in accordance with the rules of procedure set out in Section D below .
126. Furthermore, the Trustee shall:
- (i) monitor compliance by the Parties with the conditions and obligations provided in Section B;
  - (ii) propose to the Parties such measures as the Trustee considers necessary to ensure the Parties' compliance with the conditions and obligations attached to the Decision;

- (iii) provide to the Commission, sending the Parties a non-confidential copy at the same time, a written report in English within 15 calendar days after the end of every year until the Commission has confirmed that the obligations attached to the Decision have been fully complied with. The report shall cover the developments in relation to the Commitments so that the Commission can assess whether the Parties comply with their obligations under these Commitments;
- (iv) provide, in addition to these periodic reports, prompt reports in writing to the Commission, sending the Parties a non-confidential copy at the same time, if it concludes on reasonable grounds that the Parties are failing to comply with any of the conditions or obligations under the Commitments.

127. In the course of its missions, the Trustee will have to duly take into consideration the regulatory framework applicable in the relevant jurisdiction, as well as the recommendations, decisions, opinions, etc, adopted by the national transport regulators.

### **C.3. Duties and obligations of the Parties**

128. The Parties shall provide the Trustee with all such cooperation, assistance and information, including copies of all relevant documentation, as the Trustee may reasonably require to perform its task. The Trustee shall have full and complete access to any of the business books, records, documents, personnel, facilities, sites and technical information necessary for fulfilling its duties under the Commitments. The Parties shall make available to the Trustee one or more office(s) on its premises, and shall be available for meetings in order to provide the Trustee with all information necessary for the performance of its tasks.
129. The Parties shall indemnify the Trustee and its employees and agents (each an "**Indemnified Party**") and hold each Indemnified Party harmless against, and hereby agree that an Indemnified Party shall have no liability to the Parties for any liabilities arising out of the performance of the Trustee's duties under the Commitments, except to the extent that such liabilities result from the wilful default, recklessness, gross negligence or bad faith of the Trustee, its employees, agents or advisors.
130. At the expense of the Parties, the Trustee may appoint advisors (in particular for corporate finance or legal advice), subject to the Parties' approval (this approval not to be unreasonably withheld or delayed) if the Trustee considers the appointment of such advisors necessary or appropriate for the performance of its duties and obligations under the Mandate, provided that any fees and other expenses incurred by the Trustee are reasonable. Should the Parties refuse to approve the advisors proposed by the Trustee the Commission may approve the appointment of such advisors instead, after having heard the Parties. Only the Trustee shall be entitled to issue instructions to the advisors. Paragraph 129 shall apply *mutatis mutandis*.

#### **C.4. Replacement, discharge and reappointment of the Trustee**

131. If the Trustee ceases to perform its functions under the Commitments or for any other good cause, including the exposure of the Trustee to a conflict of interest:
- (i) the Commission may, after hearing the Trustee, require the Parties to replace the Trustee; or
  - (ii) the Parties, with the prior approval of the Commission, may replace the Trustee.
132. If the Trustee is removed according to paragraph 131, the Trustee may be required to continue in its function until a new Trustee is in place to whom the Trustee has effected a full hand over of all relevant information. The new Trustee shall be appointed in accordance with the procedure referred to in paragraphs 120 and 121.
133. Besides the removal according to paragraph 131, the Trustee shall cease to act as Trustee only after the Commission has discharged it from its duties after all the Commitments with which the Trustee has been entrusted have been implemented. However, the Commission may at any time require the reappointment of the Trustee if it subsequently appears that the relevant remedies might not have been fully and properly implemented.

#### **Section D. Commitment in relation to a Fast track dispute resolution system**

134. In the event that a RU claims that one of the Parties ("the Party Concerned") is failing to comply with the requirements of a Commitment (the "**Commitment**") vis-à-vis that RU, the Trustee shall give a binding expert opinion following the procedure as described herein.
135. Any RU who wishes to avail itself of the binding expert opinion procedure (a "**Requesting Party**") shall send a written request (the "**Request**") to the Trustee (with a copy to the Party Concerned).
136. The Request shall set out in detail the dispute, difference or claim (the "**Dispute**") and shall contain, *inter alia*, all relevant issues and all documents relied upon shall be attached, e.g. documents, agreements, expert reports, and witness statements. The Request shall also contain a detailed description of the action to be undertaken by the Party Concerned (including, if appropriate, a draft contract comprising all relevant terms and conditions).

137. The Party Concerned shall, within twenty (20) working days from receipt of the Request, submit its observations (the “**Observations**”) setting out detailed reasons for its Request and, *inter alia*, all documents relied upon, e.g. documents, agreements, expert reports, and witness statements. The Observations shall, if appropriate, contain a detailed description of the action which the Party Concerned proposes to undertake vis-à-vis the Requesting Party (including, if appropriate, a draft contract comprising all relevant terms and conditions).
138. In order to enable the Trustee to give a binding expert opinion, it shall be entitled to request any relevant information from the Requesting Party and the Party Concerned (together the “**Parties to the Procedure**”), to hear witnesses, to consult other experts, to hold meetings or hearings with the Parties to the Procedure, and to establish the facts by all appropriate means. The Trustee shall submit all written statements sent to and received from witnesses, experts or other third parties to the Parties to the Procedure and shall give them the opportunity to be present at any hearing of witnesses or experts.
139. The Trustee shall work towards that the Parties to the Procedure use their best efforts to resolve all differences of opinion and to settle all disputes that may arise through co-operation and consultation within a reasonable period of time not exceeding 15 working days after receipt of the Request by the Party Concerned.
140. The Trustee shall not disclose confidential information and apply the standards attributable to confidential information under the Merger Regulation. The Trustee may take the measures necessary for protecting confidential information in particular by restricting access to confidential information to the Trustee and outside counsel and experts of the opposing party.
141. In order to be fully informed of the procedure, the Commission may request the Trustee:
- to provide all written submissions (including documents and reports, etc.) made by the Parties to the Procedure;
  - to provide all documents exchanged by the Trustee with the Parties to the Procedure;
  - to give the Commission the opportunity to submit observations; and
  - to invite the Commission to be present at meetings or hearings and be allowed to ask questions of parties, witnesses and experts.
142. In the event of disagreement between the Parties to the Procedure regarding the interpretation of a Commitment, the Trustee may seek the Commission's interpretation of a Commitment before giving its binding expert opinion.
143. The Trustee shall transmit copies of all submissions made by the Commission to the Parties to the Procedure.
144. The Trustee shall give its binding expert opinion on the basis of the Commitment and the Decision. This opinion should take due account of recommendations, decisions and opinions of the relevant national regulator in other cases.

145. The Trustee shall, in the binding expert opinion, specify the action, if any, to be taken by the Party Concerned or an Affiliated Undertaking in order to comply with the Commitments vis-à-vis the Requesting Party (e.g. specify a contract including all relevant terms and conditions). The binding expert opinion shall (subject as set out below) be final and binding on the Parties to the Procedure and shall resolve the Dispute and determine any and all claims, motions or requests submitted to the Trustee in the Request, subject to the right of the Parties to the Procedure to submit the Dispute to the competent national regulator which will be the appeal authority ("**Appeal Authority**"). For so long as the competent national regulator has not confirmed in writing to the Parties and the Commission that it is willing and entitled and has set up the appropriate procedures to assume the role of Appeal Authority, the Commission shall act as the Appeal Authority.
146. The binding expert opinion shall, as a rule, be rendered within 25 working days after the receipt of the Observations of the Parties to the procedure. The time-frame shall, in any case, be extended by the time the Commission takes to submit an interpretation of the Commitment if asked by the Trustee.
147. Each Party to the Procedure may, within 10 working days upon receipt of the binding expert opinion, submit the Dispute to the Appeal Authority. In such a case, the Appeal Authority may confirm, modify or overrule the binding expert opinion. The binding expert opinion given by the Trustee remains binding on the Parties to the Procedure until it is overruled or modified by the Appeal Authority.
148. If and for so long as the UK regulator considers that an infrastructure manager is not able to submit an appeal, and HS1L, being dissatisfied with the expert opinion, wishes to submit an appeal to the Appeal Authority, then EIL undertakes to lodge and/or register the appeal as drawn up by HS1L, on HS1L's behalf, with the Appeal Authority, provided that the Appeal Authority confirms to the Parties and the Commission it can hear such an appeal. If the Appeal Authority in Great Britain determines that it is unable or unwilling to determine such appeal, the last sentence of paragraph 145 shall apply.
149. Nothing in the fast track dispute resolution procedure shall affect the power to the Commission to take decisions in relation to the Commitment in accordance with its powers under the Merger Regulation.

## **Section E. Duration**

150. The Commitments under Section B above shall become effective on the Effective Date and continue for a period expiring ten (10) years after the Effective Date.
151. No later than six (6) months before the expiry of a first period of five (5) years, the Parties are entitled to start the proceedings before the Commission aiming at deciding whether the Commitments can be partially or completely revoked in view of the effective functioning of the regulatory bodies in France, the UK and Belgium and the effective access of RUs providing cross-Channel passenger transport services to the relevant stations and/or maintenance centres covered by the Commitments.

152. In case the Commission decides that a revocation of the Commitments is not justified at the end of this initial period of five (5) years, the Commitments will continue for an additional period of maximum five (5) years.

## **Section F. Review Clause**

153. At any point in time, the Commission may, where appropriate, in response to a request from the Parties showing good cause and accompanied by a report from the Trustee waive, modify or substitute, in exceptional circumstances, one or more of the undertakings in these Commitments.
154. In particular, it may be necessary to modify these commitments should there be a change in the structure or entities responsible for providing access to stations and maintenance centres covered by these Commitments.
155. The following factors will, in particular, be taken into account in determining whether exceptional circumstances may justify a waiver, modification or substitution of the Commitments at the request of the Parties:
- significant change in the regulatory framework and environment in France, the UK and Belgium;
  - the effective access of RUs providing Cross-Channel passenger transport services to the relevant stations and/or maintenance centres covered by the Commitments.
156. In respect of the Commitment of EIL relating to the provision of paths at peak hours, the Trustee shall report each year to the Commission on the proportionality of its ongoing effectiveness compared to the overall objective of the Commitments and the current market conditions. If it appears that this specific Commitment is unduly onerous on EIL in that it results in EIL surrendering paths that are subsequently allocated to non international RUs or leads to a decrease in international passenger services or otherwise significantly and materially adversely affects EIL's business, these factors will be taken into account in determining whether exceptional circumstances may justify a waiver, modification or substitution of this Commitment.

Brussels, 17 June 2010

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Lawyers, Gide Loyrette Nouel AARPI  
Duly authorized for and on behalf of SNCF

*(signed)*

William Carr  
Lawyer, CMS Cameron McKenna LLP  
Duly authorized for and on behalf of HS1L and LCR

*(signed)*

Chris Worrall  
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Duly authorized for and on behalf of EIL

*(signed)*

Marc Descheemaeker  
CEO SNCB  
Duly authorized for and on behalf of SNCB

*(signed)*

Richard Gayetot  
Directeur Général SNCB  
Duly authorized for and on behalf of SNCB

*(signed)*

Fiche descriptive de la gare de PARIS NORD (surface hors zone sous CAB Transilien)

Adresse de la Gare	112 rue de Maubeuge 75010 PARIS
Certifiée Calligo	Oui
Typologie de la Gare	A



SNCF/AREP JM.Duthilleul, F.Bonnefille - Photo M. Vigneau

DESCRIPTIF	
Date de mise en service	1864
Surface transporteurs 2009	15 167 m²
Traffic : nombre de voyageurs 2008	30 millions
	66 470
Traffic: nombre de départs trains 2009	23 784
Longue distance	31 550
Total	121 804

Prestations assurées à la date du 1er janvier 2010	
Horaires de la gare	Horaire d'ouverture de la gare 05:00 - 01:00
Equipements et prestations d'accueil des voyageurs	Places assises
	Zone accessible au public
	Salle d'attente
	Zone accessible aux détenteurs d'un titre de transport
	Auvents, abris
	Confort thermique, braseros
	Cabines téléphoniques
	Toilettes
	Bureau d'accueil général
	Bulle accueil général
Equipements et prestations d'accueil des voyageurs	Points d'ancrage chariots à bagage à disposition des voyageurs
	Bureau des objets trouvés
	Consignes
	Wifi



Fiche descriptive de la gare de PARIS NORD (surface hors zone sous CAB Transilien)		
Sécurité / sûreté	Système de surveillance	système vidéo - 504 caméras
	Bornes d'appel	46
Accessibilité aux trains - Mobilité	Extincteurs	service incendie au Centre de Surveillance et au Poste de Secours Avancé
	Défilibrillateurs	oui - 1 - sous le tableau général des départs
	Point et locaux d'assistance au voyageur malade	Service incendie au Centre de Surveillance et au Poste de Secours Avancé
	Sapeurs Pompiers	Sécurité Incendie - CDS quai de la voie 36
	Police	Niveau -2, sortie boulevard de la Chapelle - 24h/24
	Escaliers mécaniques	10
	Ascenseurs	non
	Trottoirs roulants	non
	Passerelles d'accès aux quais	non
	Souterrains d'accès aux quais	souterrain Maubeuge depuis N-2
	Portes automatiques	2
	Rampes fixes et mobiles	1
	Plateforme élévatrice	4
	Equipements destinés aux Personnes à Mobilité réduite (PMR)	service de 6h00 à 23h30 - TLJ
	Service d'assistance et de prise en charge des PMR	oui
Informations en gare et informations pour l'accès aux trains	Tableau d'Informations conjoncturelles	oui, pour voies 2 à 21
	Tableau de voie	non
	Tableau de correspondance	Anglais / Néerlandais
	Langues étrangères	Anglais / Néerlandais
	Langues étrangères	Anglais / Néerlandais
	Horaires de la gare	oui
	Horaires de service	oui
	Signalétique point d'information, points de vente	oui
	Plan de gare indiquant l'accès aux transports et aux services en gare	oui
	Plan de quartier / ville	oui
	Plan de réseaux bus / métro	oui
	Travaux en gare	oui
	Situation perturbée prévue	oui
	Situation perturbée inopinée	oui
	Information conjoncturelle	

**Fiche descriptive de la gare de PARIS NORD (surface hors zone sous CAB Transilien)**

AUTRES PRESTATIONS	
Prestation TransManche	Services
Autres Prestations	toilettes gratuites / salle attente 176 places assises / 1 défibrillateur 2 escaliers mécaniques, 2 trottoirs roulants / 4 ascenseurs et 10 portes automatiques
	Douanes
	Tarif 2011 (euros/départ train)
	Surfaces dédiées
	Nombre d'installations et localisation
	Tarif 2011 (euros / départs trains)
	Gare CAB
	Tarif
	Nombre d'installations et localisation

INTERMODALITE	
Intermodalité	Parkings gratuits pour véhicules particuliers
	Parkings payants pour véhicules particuliers
	Parking 2 roues
	Dépose-minute
	Taxis
	Bus
	Bus de nuit
	Cars
	Métro / RER / Tramway
	Accès piétons
Situation intermodale	En voiture
	En taxi
	En 2 roues
	En transports en commun
	A pieds

Fiche descriptive de la gare de PARIS NORD (surface hors zone sous CAB Transilien)	
TARIFS ET PRESTATAIRES	
Tarifs 2011 (euro / départ train)	Urbain - <100m
	Urbain - >100 et < 7 voit
	Urbain - >100 et > 7 voit
	Régional - <100m
	Régional - >100 et < 7 voit
	Régional - >100 et > 7 voit
	Longue distance - <100m
	Longue distance - >100 et < 7 voit
	Longue distance - >100 et > 7 voit
	Bureau
Prix au m2 par zone (euros)	Cœur de gare
	Hyper cœur de gare
	Attente
	Flux
	Déportés
	ONET - Safen
Prestataires de nettoyage	Cremorini - Sernam
Prestataires aviateurs	

Fiche descriptive de la gare de LILLE EUROPE

Adresse de la Gare	1, Place François Mitterrand - 59777 Euraille
Certifiée Caligo	oui
Typologie de la Gare	A



SNC/AREP JM.Duthilleul, F.Bonneville - Photo A. Grasser, S. Bataille

DESCRIPTIF	
Date de mise en service	1994
Surface transporteurs 2009	6 710 m²
Trafic : nombre de voyageurs 2008	6,4 millions
Trafic: nombre de départs trains 2009	Urbain
	Régional
	Longue distance
	22 517
	25 098

Prestations assurées à la date du 1er janvier 2010	
Horaires de la gare	de 5h20 à 0h15
Horaires d'ouverture de la gare	siège en inox : 63 places sur plateforme principale 132 + 94 places sur les quais
Places assises	1 salle d'attente, 43 places, sièges en bois, accessible PMR - du lundi au dimanche de 05:35 à 00:00
Zone accessible aux détenteurs d'un titre de transport	NC
Auvents, abris	non
Confort thermique, braseros	6
Cabines téléphoniques	oui
Toilettes	toilette/nurserie, accessible PMR, du lundi au samedi de 05:30 à 00:15 - dimanche et jours fériés de 07:00 à 00:15 - situé à gauche de l'espace de
Bureau Accueil général	Non
Bulle Accueil général	- kiosque face accès B - du lundi au dimanche de 05:35 à 22:10 - kiosque face accès C - du lundi au dimanche de 06:15 à 00:15
Points d'ancrage pour chariots à bagage à disposition des voyageurs	15
Bureau des objets trouvés	Consigne manuelle - Accès "Atrium" côté accès "L" pour accéder à Euraille - du lundi au dimanche de 07:30 à 19:00
Consignes	Consigne manuelle - Accès "Atrium" côté accès "L" pour accéder à Euraille - du lundi au dimanche de 07:30 à 19:00
Wifi	oui

Equipements et prestations d'accueil des voyageurs

Fiche descriptive de la gare de LILLE EUROPE		
Sécurité / sûreté	Système de surveillance	Vidéosurveillance - 139 caméras
	Bornes d'appel	Non
Accessibilité aux trains - Mobilité	Extincteurs	75
	Point et locaux d'assistance au voyageur malade	-
	Sapeurs Pompier	-
	Police	-
	Escaliers mécaniques	14
	Ascenseurs	7
	Trottoirs roulants	0
	Passerelles d'accès aux quais	gare en surplomb des quais
	Souterrains d'accès aux quais	non
	Portes automatiques	46
	Rampes fixes et mobiles	0
	Plateforme élévatrice	11
	Service d'assistance et de prise en charge des PMR	du lundi au dimanche de 05:45 à 00:15
Informations en gare et informations pour l'accès aux trains	Horaires de la gare	15
	Horaires de service	15
	Signalétique point d'information, points de vente	8
	Plan de gare indiquant l'accès aux transports et aux services en gare	13
	Plan de quartier / ville	2
	Plan de réseaux bus / métro	1
	Tableau général des départs / arrivées	2 / 2
	Tableau d'informations conjoncturelles	2
	Tableau de voie	20
	Tableau de correspondance	18
	Langues étrangères	anglais
	Langues étrangères	anglais - néerlandais
	Travaux en gare	oui
	Situation perturbée prévue	oui
	Situation perturbée inopinée	oui

**Fiche descriptive de la gare de LILLE EUROPE**

**AUTRES PRESTATIONS**

<b>Autres Prestations</b>	Prestation Transmanche	Gare Transmanche	Oui
		Surfaces dédiées	1 070 m <sup>2</sup>
		Services	Toilettes
		Douanes	oui
		Tarif 2011 (euros / départ train)	106,1
	Préconditionnement	Nombre d'installations et localisation	non
		Tarif 2011 (euros / départ train)	nc
Services CAB		Gare CAB	non
		Nombre d'installations et localisation	nc
		Tarif 2011 (euros / départ train)	nc

**INTERMODALITE**

<b>Intermodalité</b>	Infrastructure garantissant l'intermodalité	Parkings gratuits pour véhicules particuliers	non
		Parkings payants pour véhicules particuliers	Parking Vinci Lille Europe - 711 places Parking Vinci Euraille - 2 863 places Parking Vinci Tour de Lille - 249 places
		Parking 2 roues	pourtour de la gare - 50 places
		Dépose-minute	Boulevard de Turin - 37 places
		Taxis	Boulevard de Leeds - 5 places
		Bus	3 lignes
		Bus de nuit	-
		Cars	3 lignes + navette aéroport
		Metro / RER / Tramway	2 lignes de Métro 2 lignes de tramway
		Accès piétons	accès Place F Mitterand, 2 accès Bd de Turin, 2 accès Bd de Leeds et accès Tour Lille Europe
	Situation intermodale	En voiture	33%
		En taxi	7%
		En 2 roues	0%
		En transports en commun	44%
		A pieds	14%

Fiche descriptive de la gare de LILLE EUROPE	
TARIFS ET PRESTATAIRES	
Tarifs et prestataires	Urban - <100m
	Urban - >100 et < 7 volt
	Urban - >100 et > 7 volt
	Régional - <100m
	Régional - >100 et < 7 volt
	Régional - >100 et > 7 volt
	Longue distance - <100m
	Longue distance - >100 et < 7 volt
	Longue distance - >100 et > 7 volt
	Bureau
	Cœur de gare
	Hyper cœur de gare
	Attente
	Flux
Prestataires de nettoyage Prestataires aviateurs	Déportés
	ONEI
	non



Fiche descriptive de la gare de Marne la vallée / Chessy

Adresse de la Gare	Place des Passagers du Vent 77700 Chessy
Certifiée Caligo	oui
Typologie de la Gare	A

DESCRIPTIF	
Date de mise en service	1994
Surface transporteurs 2009	5 019 m²
Trafic : nombre de voyageurs 2008	2,1 millions
	-
Trafic: nombre de départs trains 2009	-
	23 106
	23 106



SINCE/AREP JM.Dubilleul, F.Bonnefille - Photo D. Boy de la Tour

Prestations assurées à la date du 1er janvier 2010	
Horaires de la gare	Horaire d'ouverture de la gare TLJ de 6:00 à 23:00
Equipements et prestations d'accueil des voyageurs	Places assises
	Zone accessible au public (hors salle d'attente)
	Salle d'attente
	Zone accessible aux détenteurs d'un titre de transport
	431 places
	1 salle attente chauffée, hall Nord - 60 places
	TLJ 6:00-23:00
	-
	quais souterrains
	6 braseros
	Cabines téléphoniques
	Toilettes
	Bureau Accueil général
	Bulle Accueil général
	Points d'ancrage pour chariots à bagage à disposition des voyageurs
	Bureau des objets trouvés
	Consignes
	Wifi
	oui
	oui



**Fiche descriptive de la gare de Marne la vallée / Chessy**

Sécurité / sûreté	Système de surveillance	Oui sur l'ensemble de la gare
	Bornes d'appel	8
Accessibilité aux trains - Mobilité	Extincteurs	10
	Débrillateur	1. Situé à gauche du bureau de vente
	Point et locaux d'assistance au voyageur	1, au chef de service voyageur
	malade	non
	Sapeurs Pompier	non
	Police	non
	Escaliers mécaniques	10
	Ascenseurs	2
	Trottoirs roulants	0
	Passerelles d'accès aux quais	gare en surplomb des quais
Information visuelle statique	Souterrains d'accès aux quais	non
	Portes automatiques	42
	Rampes fixes et mobiles	0
	Plateforme élévatrice	5
	Service d'assistance et de prise en charge des PMR	oui TLJ de 7:00 à 22:30 situé à la bulle d'accueil
	Horaires de la gare	oui
	Horaires de service	oui
	Signalétique point d'information, points de vente	oui
	Plan de gare indiquant l'accès aux transports et aux services en gare	oui
	Plan de quartier / ville	oui
Informations en gare et informations pour l'accès aux trains	Plan de réseaux bus / métro	oui
	Tableau général des départs / arrivées	oui
	Tableau d'informations conjoncturelles	oui
	Tableau de voie	oui
	Tableau de correspondance	oui
Information sonore	Langues étrangères	nc
	Langues étrangères	anglais / néerlandais
Information conjoncturelle	Travaux en gare	oui
	Situation perturbée prévue	oui
	Situation perturbée inopinée	oui

Fiche descriptive de la gare de Marne la vallée / Chessy

AUTRES PRESTATIONS	
Autres Prestations	Gare Transmanche
	Services
	Douanes
	Tarif 2011 (euros / départ train)
	Surfaces dédiées
	Nombre d'installations et localisation
	Tarif 2011 (euros / départ train)
Services CAB	Gares CAB
	Tarif 2011
	Nombre d'installations et localisation

INTERMODALITE	
Intermodalité	Parkings gratuits pour véhicules particuliers
	Parkings payants pour véhicules particuliers
	Parking 2 roues
	Dépose-minute
	Taxis
	Bus
	Bus de nuit
	Cars
	Metro / RER / Tramway
	Accès piétons
	En voiture
	En taxi
	En 2 roues
	En transports en commun
	A pieds

**Fiche descriptive de la gare de Marne la vallée / Chessy**

**TARIFS ET PRESTATAIRES**

<b>Tarifs et prestataires</b>	Tarifs 2011 (euros / départ train)	Urbain - <100m	128,38
		Urbain - >100 et < 7 volt	131,62
		Urbain - >100 et > 7 volt	138,1
		Régional - <100m	131,62
		Régional - >100 et < 7 volt	138,1
		Régional - >100 et > 7 volt	151,05
		Longue distance - <100m	138,1
		Longue distance - >100 et < 7 volt	151,05
		Longue distance - >100 et > 7 volt	176,97
		Bureau	186
	Prix au m2 par zone (euros)	Cœur de gare	1239
		Hyper cœur de gare	1391
		Attente	1002
		Flux	756
		Déportés	651
	Prestataires de nettoyage		
	Prestataires ravitailleurs		
		Carrard	
		Cremonini (exceptionnellement en cas de problème en gare origine)	

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- For trains consisting of two rafts of coaches, the number of each raft in revenue service (for stations in segment E, account will be taken of the code corresponding to the train stopping pattern);
  - An identifier designating the type of train, which must be in the form of an alpha-numerical code with 4 positions for Ile-de-France trains and 3 positions for other trains.
- Operationally, to manage the general and continuous information provided to passengers:
- Updates to all the information provided during the service preparation phase;
  - In downgraded situations, the message that the RU wishes to have broadcast to passengers (estimated delay in minutes, reason for the delay (referring to a standard list of causes of delay), the principles selected to restore normal service).

To enable SNCF/Gares&Connexions have the input it needs to feed the information systems in each of the different stations, the conditions for supplying information (format, lead times, contacts, etc.) will be explained in detail to the RU for each of the stations served, depending on the different systems in place.

**C.2.b.5. The obligations of SNCF/Gares&Connexions and the RU as regards facilities for the mobility impaired (PRM)**

Under the regulations in force in France, SNCF/Gares&Connexions and the RU will have to sign an agreement regarding the management of facilities to help the mobility impaired board and alight from trains and the corresponding operating rules. According to European legislation on railway passengers, 48 hours notice of such a requirement has to be given.

**C.2.c NON-AVAILABILITY OF FACILITIES**

**C.2.c.1. Building - Refurbishment – Scheduled maintenance**

SNCF/Gares&Connexions may have to temporarily withdraw some parts of the basic service in order to carry out building work, refurbishment or maintenance operations on its facilities.

If such work is likely to have major impact on station operations, SNCF/Gares&Connexions undertakes to notify the RU before work starts and as soon as it knows when the work is to begin, and to indicate its expected duration. Every time it is technically and economically feasible, SNCF/Gares&Connexions will approach the RU to try and find a solution to keep the impact on the different RU as a whole to a minimum.

**C.2.c.2. Unscheduled repairs**

In the event of breakdown of a facility preventing its use, SNCF/Gares&Connexions may have to stop public access to certain facilities at once and without notification (especially escalators, accesses, etc.) for the time required to restore them to working order.

**C.2.c.3. Station closure**

In exceptional circumstances, in particular at the request of the police or in the event of proven danger to passenger safety, the whole or part of the station may be closed.

**C.3 Charging principles for services in stations**

The principles for charging for services in stations described below are designed to apply to the railway undertakings until such time as the statutory framework for which provision is made in Act No. 2009-1503 of 8 December 2009 on the organisation and regulation of rail transport can come into force.

**C.3.A.BASIC SERVICE**

The rate charged for the basic service takes into account the costs connected with the services and investments described in § C.1.A.



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This basic service will be invoiced to each individual RU, per station, on the basis of the number of departing trains.

The charge for the basic service will include:

- **a fixed amount f** charged for all trains,
- **an amount p** weighted, where applicable, by means of multiplication factors depending on the type of train and representative of:
  - the capacity offered (c1):
    - for all trains with a length of less than 100 metres: *a factor of 0.5*
    - for trains longer than 100 m comprising up to 7 coaches and fixed-consist trainsets as single units: *a factor of 1*
    - for trains longer than 100 m comprising more than 7 coaches and fixed-consist trainsets as multiple units and Cross-Channel rolling stock: *a factor of 2*
  - the type of train (c2):
    - "intercity" trains (with origin/destination in a French administrative region and for destinations/ origins in a European region bordering on France, covering a distance of < 35km): factor 1
    - "regional" trains (with origin/destination in a French administrative region and for destinations/ origins in a European region bordering on France, covering a distance of ≥ 35km): factor 2
    - "long-distance" trains (with origin/destination in a French administrative region and for destinations/ origins in a European region not bordering on France): factor 4

The **total charge** for the basic service per departing train and for a given station will therefore be:

$$P = f + p \times c1 \times c2$$

The weighting factor corresponds to the services going to make up the basic package that more particularly relate to passenger care and comfort:

- shared areas in stations within the scope of activity of SNCF/Gares&Connexions,
- WC, cleaning, lighting,
- general assistance (as defined in C.1.A),
- shared waiting rooms and areas within the scope of activity of SNCF/Gares&Connexions.

To provide these services correctly it is naturally necessary to allow for all the investment involved in maintaining the buildings and facilities concerned in operating condition and, where applicable, in developing service standards and catering to the growth of traffic at the station.

It is important to note that, in the event of substantial differences between the number of train departures ordered and the number actually occurring, and if these differences are ascribable to the RU, study costs or penalties may be imposed by SNCF/Gares&Connexions.

**Application of the charging principle to each category of station:**

The above charging principles concern all of the more important stations or those essentially called at by long-distance trains (Category A in Appendix 4).





## Annexe 5 : Barèmes tarifaires de l'ensemble des Gares de Voyageurs

TARIFS PUBLICS  
2011PRESTATION DE  
BASE

Gare	ACCES EN GARE FIXE 2011 (€)	ACCES EN GARE PONDERE ( p x c1 x c2)								
		Urbain			Régional			Longue distance		
		< 100m	> 100m et < 7v	> 100m et > 7v	< 100m	> 100m et < 7v	> 100m et > 7v	< 100m	> 100m et < 7v	> 100m et > 7v
ABBEVILLE	12,65	1,53	3,07	6,14	3,07	6,14	12,28	6,14	12,28	24,56
ACHERES VILLE	9,09	2,33	4,66	9,32	4,66	9,32	18,64	9,32	18,64	37,28
AEROPORT CHARLES DE GAULLE 1	8,42	2,97	5,94	11,88	5,94	11,88	23,76	11,88	23,76	47,52
AEROPORT CDG 2 TGV	70,46	5,98	11,95	23,90	11,95	23,90	47,80	23,90	47,80	95,60
AGDE	1,23	3,88	7,75	15,50	7,75	15,50	31,00	15,50	31,00	62,00
AGEN	38,21	3,10	6,19	12,38	6,19	12,38	24,75	12,38	24,75	49,51
AIX EN PROVENCE	17,05	3,51	7,01	14,02	7,01	14,02	28,04	14,02	28,04	56,08
AIX EN PROVENCE TGV	167,14	4,43	8,85	17,70	8,85	17,70	35,39	17,70	35,39	70,77
AIX LES BAINS LE REVAR	12,05	0,85	1,70	3,40	1,70	3,40	6,79	3,40	6,79	13,58
ALBERTVILLE	35,74	0,77	1,53	3,05	1,53	3,05	6,10	3,05	6,10	12,20
ALBI VILLE	3,63	10,83	21,65	43,30	21,65	43,30	86,60	43,30	86,60	173,20
ALENCON	4,46	3,79	7,58	15,16	7,58	15,16	30,32	15,16	30,32	60,64
ALES	8,36	26,60	53,20	106,40	53,20	106,40	212,80	106,40	212,80	425,60
AMBOISE	1,30	2,27	4,53	9,06	4,53	9,06	18,12	9,06	18,12	36,24
AMIENS	73,79	3,58	7,17	14,33	7,17	14,33	28,67	14,33	28,67	57,33
ANCENIS	1,33	4,25	8,49	16,98	8,49	16,98	33,96	16,98	33,96	67,92
ANGERS ST LAUD	47,08	3,16	6,32	12,64	6,32	12,64	25,29	12,64	25,29	50,58
ANGOULEME	16,91	1,36	2,71	5,41	2,71	5,41	10,83	5,41	10,83	21,65
ANNECY	95,48	5,51	11,01	22,02	11,01	22,02	44,04	22,02	44,04	88,08
ANNEMASSE	9,20	31,43	62,85	125,70	62,85	125,70	251,40	125,70	251,40	502,80
ANTIBES	13,15	0,92	1,84	3,68	1,84	3,68	7,37	3,68	7,37	14,73
ARCACHON	8,24	5,24	10,47	20,94	10,47	20,94	41,88	20,94	41,88	83,76

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ARGENTEUIL	9,34	1,45	2,90	5,80	2,90	5,80	11,60	5,80	11,60	23,20
ARLES	12,11	4,07	8,13	16,26	8,13	16,26	32,52	16,26	32,52	65,05
ARRAS	18,62	2,30	4,60	9,19	4,60	9,19	18,38	9,19	18,38	36,76
ASNIERES SUR SEINE	6,03	0,95	1,90	3,80	1,90	3,80	7,60	3,80	7,60	15,20
AULNAY SOUS BOIS	11,09	2,63	5,25	10,50	5,25	10,50	21,00	10,50	21,00	42,00
AULNOYE AYMERIES	6,25	5,96	11,91	23,82	11,91	23,82	47,64	23,82	47,64	95,28
AURAY	13,85	1,18	2,35	4,70	2,35	4,70	9,40	4,70	9,40	18,79
AVIGNON CENTRE	60,36	7,58	15,17	30,34	15,17	30,34	60,67	30,34	60,67	121,35
AVIGNON TGV	279,66	3,06	6,12	12,23	6,12	12,23	24,46	12,23	24,46	48,92
BAR LE DUC	38,11	18,68	37,36	74,73	37,36	74,73	149,46	74,73	149,46	298,91
BAYEUX	1,24	0,44	0,88	1,76	0,88	1,76	3,52	1,76	3,52	7,04
BAYONNE	31,11	2,16	4,31	8,63	4,31	8,63	17,25	8,63	17,25	34,51
BEAUNE	0,94	5,40	10,80	21,60	10,80	21,60	43,20	21,60	43,20	86,40
BECON LES BRUYERES	3,27	0,91	1,81	3,62	1,81	3,62	7,24	3,62	7,24	14,48
BELFORT	35,04	4,55	9,10	18,19	9,10	18,19	36,38	18,19	36,38	72,77
BELLEGARDE	42,58	3,66	7,32	14,64	7,32	14,64	29,28	14,64	29,28	58,56
BERNAY	1,44	0,71	1,42	2,84	1,42	2,84	5,68	2,84	5,68	11,36
BESANCON VIOTTE	38,71	3,43	6,86	13,72	6,86	13,72	27,45	13,72	27,45	54,89
BETHUNE	8,92	2,94	5,88	11,76	5,88	11,76	23,51	11,76	23,51	47,03
BEZIERS	18,46	2,85	5,69	11,39	5,69	11,39	22,77	11,39	22,77	45,54
BIARRITZ	12,73	0,60	1,19	2,38	1,19	2,38	4,76	2,38	4,76	9,52
BIBLIOTHEQUE FR.	24,04	2,89	5,77	11,54	5,77	11,54	23,08	11,54	23,08	46,16
MITTERRAND										
BLOIS	20,34	2,40	4,79	9,57	4,79	9,57	19,14	9,57	19,14	38,28
BOIS COLOMBES	7,24	1,88	3,76	7,52	3,76	7,52	15,04	7,52	15,04	30,08
BONDY	11,72	3,22	6,43	12,86	6,43	12,86	25,72	12,86	25,72	51,44
BORDEAUX ST JEAN	99,66	4,14	8,27	16,55	8,27	16,55	33,10	16,55	33,10	66,20
BOULAINVILLIERS	8,76	2,00	3,99	7,98	3,99	7,98	15,96	7,98	15,96	31,92
BOULEVARD VICTOR PONT	5,30	1,86	3,71	7,42	3,71	7,42	14,84	7,42	14,84	29,68
DU GARIGLIANO										
BOULOGNE VILLE	33,07	2,20	4,40	8,80	4,40	8,80	17,60	8,80	17,60	35,19
BOURG EN BRESSE	27,28	5,67	11,33	22,66	11,33	22,66	45,32	22,66	45,32	90,65
BOURG ST MAURICE	102,18	5,51	11,02	22,04	11,02	22,04	44,07	22,04	44,07	88,14
BOURGES	23,62	5,38	10,75	21,51	10,75	21,51	43,02	21,51	43,02	86,03
BOUSSY ST ANTOINE	7,69	2,63	5,25	10,50	5,25	10,50	21,00	10,50	21,00	42,00
BREAUTE BEUZEVILLE	0,50	2,94	5,88	11,76	5,88	11,76	23,52	11,76	23,52	47,04
BREST	67,23	9,76	19,51	39,03	19,51	39,03	78,05	39,03	78,05	156,10
BRETIGNY	37,59	8,95	17,90	35,80	17,90	35,80	71,60	35,80	71,60	143,20



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BRIVE LA GAILLARDE	48,88	7,47	14,94	29,88	14,94	29,88	59,77	29,88	59,77	119,53
BRUNOY	10,01	3,40	6,79	13,58	6,79	13,58	27,16	13,58	27,16	54,32
CAEN	73,37	4,33	8,65	17,30	8,65	17,30	34,61	17,30	34,61	69,21
CAHORS	30,42	1,39	2,77	5,53	2,77	5,53	11,06	5,53	11,06	22,12
CALAIS FRETHUN	22,21	1,43	2,85	5,71	2,85	5,71	11,42	5,71	11,42	22,83
CALAIS VILLE	55,63	6,74	13,47	26,95	13,47	26,95	53,90	26,95	53,90	107,80
CAMBRAI VILLE	3,51	11,67	23,34	46,68	23,34	46,68	93,36	46,68	93,36	186,72
CANNES	32,07	1,62	3,23	6,45	3,23	6,45	12,90	6,45	12,90	25,80
CARCASSONNE	17,17	4,12	8,24	16,48	8,24	16,48	32,96	16,48	32,96	65,92
CERGY LE HAUT	25,75	6,11	12,21	24,42	12,21	24,42	48,84	24,42	48,84	97,68
CERGY PREFECTURE	10,22	2,78	5,56	11,12	5,56	11,12	22,24	11,12	22,24	44,48
CERGY ST CHRISTOPHE	12,85	2,70	5,40	10,80	5,40	10,80	21,60	10,80	21,60	43,20
CERNAY	5,63	1,00	1,99	3,98	1,99	3,98	7,96	3,98	7,96	15,92
CHALON SUR SAONE	26,63	1,52	3,04	6,08	3,04	6,08	12,15	6,08	12,15	24,31
CHALONS EN CHAMPAGNE	39,64	3,97	7,94	15,88	7,94	15,88	31,76	15,88	31,76	63,53
CHAMBERY CHALLES LES EAUX	33,60	3,19	6,39	12,78	6,39	12,78	25,56	12,78	25,56	51,11
CHAMP DE MARS TOUR	6,73	1,33	2,65	5,30	2,65	5,30	10,60	5,30	10,60	21,20
EIFFEL BIR HAKEIM										
CHAMPAGNE ARDENNE TGV	58,06	3,90	7,79	15,58	7,79	15,58	31,16	15,58	31,16	62,33
CHARLEVILLE MEZIERES	34,69	7,55	15,10	30,21	15,10	30,21	60,41	30,21	60,41	120,82
CHARTRES	42,88	2,69	5,37	10,74	5,37	10,74	21,49	10,74	21,49	42,97
CHATEAU THIERRY	25,15	0,32	0,63	1,26	0,63	1,26	2,51	1,26	2,51	5,02
CHATEAURoux	24,81	2,89	5,78	11,56	5,78	11,56	23,11	11,56	23,11	46,21
CHATELLERAULT	24,12	2,17	4,33	8,67	4,33	8,67	17,34	8,67	17,34	34,68
CHAUMONT	5,48	4,74	9,48	18,96	9,48	18,96	37,92	18,96	37,92	75,84
CHAUNY	4,05	2,34	4,67	9,34	4,67	9,34	18,68	9,34	18,68	37,36
CHELLES GOURNAY	17,08	2,90	5,79	11,58	5,79	11,58	23,16	11,58	23,16	46,32
CHERBOURG	48,45	2,36	4,72	9,45	4,72	9,45	18,89	9,45	18,89	37,79
CHOISY LE ROI	7,89	1,30	2,60	5,20	2,60	5,20	10,40	5,20	10,40	20,80
CLERMONT DE L'OISE	1,25	1,58	3,16	6,32	3,16	6,32	12,64	6,32	12,64	25,28
CLERMONT FERRAND	62,61	6,11	12,21	24,42	12,21	24,42	48,85	24,42	48,85	97,69
CLICHY LEVALLOIS	5,00	0,86	1,71	3,42	1,71	3,42	6,84	3,42	6,84	13,68
COLMAR	22,67	1,43	2,86	5,72	2,86	5,72	11,45	5,72	11,45	22,89
COLOMBES	8,39	2,13	4,26	8,52	4,26	8,52	17,04	8,52	17,04	34,08
COMBS LA VILLE QUINCY	18,95	3,29	6,58	13,16	6,58	13,16	26,32	13,16	26,32	52,64
COMPIEGNE	25,19	2,27	4,53	9,05	4,53	9,05	18,11	9,05	18,11	36,22
CONFLANS FIN D'OISE	6,39	3,62	7,23	14,46	7,23	14,46	28,92	14,46	28,92	57,84

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CONFLANS STE HONORINE	25,04	6,92	13,83	27,66	13,83	27,66	55,32	27,66	55,32	110,64
CORBEIL ESSONNES	16,78	2,79	5,57	11,14	5,57	11,14	22,28	11,14	22,28	44,56
CORMEILLES EN PARISIS	8,44	2,66	5,31	10,62	5,31	10,62	21,24	10,62	21,24	42,48
COURBEVOIE	5,72	1,32	2,63	5,26	2,63	5,26	10,52	5,26	10,52	21,04
CREIL	27,83	2,78	5,56	11,11	5,56	11,11	22,23	11,11	22,23	44,45
DAX	28,93	3,03	6,06	12,12	6,06	12,12	24,24	12,12	24,24	48,49
DIEPPE	27,88	62,13	124,25	248,50	124,25	248,50	497,00	248,50	497,00	994,00
DIJON VILLE	59,90	3,21	6,42	12,84	6,42	12,84	25,67	12,84	25,67	51,34
DOLE VILLE	19,70	2,82	5,64	11,29	5,64	11,29	22,58	11,29	22,58	45,16
DOUAI	14,41	2,35	4,71	9,41	4,71	9,41	18,83	9,41	18,83	37,66
DRANCY	7,17	1,99	3,97	7,94	3,97	7,94	15,88	7,94	15,88	31,76
DREUX	28,79	0,15	0,30	0,60	0,30	0,60	1,21	0,60	1,21	2,42
DUNKERQUE	36,76	3,25	6,49	12,99	6,49	12,99	25,98	12,99	25,98	51,96
EMERAINVILLE PONTAULT	34,17	6,00	12,00	24,00	12,00	24,00	48,00	24,00	48,00	96,00
COMBAULT										
ENGHIEN LES BAINS	10,24	3,25	6,50	13,00	6,50	13,00	26,00	13,00	26,00	52,00
EPERNAY	17,26	3,40	6,81	13,62	6,81	13,62	27,24	13,62	27,24	54,48
EPINAL	30,07	5,02	10,04	20,07	10,04	20,07	40,14	20,07	40,14	80,28
EPINAY SUR ORGE	4,66	1,63	3,25	6,50	3,25	6,50	13,00	6,50	13,00	26,00
EPINAY VILLETANEUSE	5,02	2,33	4,65	9,30	4,65	9,30	18,60	9,30	18,60	37,20
ERMONT EAUBONNE	20,32	2,08	4,16	8,32	4,16	8,32	16,64	8,32	16,64	33,28
ETAPLES LE TOUQUET	2,84	2,38	4,75	9,50	4,75	9,50	19,00	9,50	19,00	38,00
EVREUX EMBRANCHEMENT	48,88	1,16	2,31	4,62	2,31	4,62	9,25	4,62	9,25	18,49
EVRY COURCOURONNES	28,08	5,95	11,90	23,80	11,90	23,80	47,60	23,80	47,60	95,20
FACTURE BIGANOS	1,20	0,99	1,97	3,94	1,97	3,94	7,88	3,94	7,88	15,76
FONTAINEBLEAU AVON	11,81	2,39	4,78	9,56	4,78	9,56	19,12	9,56	19,12	38,24
FORBACH	35,21	9,19	18,39	36,77	18,39	36,77	73,54	36,77	73,54	147,08
FRANCONVILLE PLESSIS	3,86	1,17	2,33	4,66	2,33	4,66	9,32	4,66	9,32	18,64
BOUCH										
FUTUROSCOPE	218,32	3,24	6,47	12,93	6,47	12,93	25,86	12,93	25,86	51,72
GAGNY	11,57	2,60	5,20	10,40	5,20	10,40	20,80	10,40	20,80	41,60
GAP	7,92	2,91	5,81	11,62	5,81	11,62	23,24	11,62	23,24	46,48
GARGES	7,24	2,92	5,83	11,66	5,83	11,66	23,32	11,66	23,32	46,64
GOUSSAINVILLE	16,13	3,84	7,67	15,34	7,67	15,34	30,68	15,34	30,68	61,36
GRANVILLE	87,43	7,99	15,97	31,93	15,97	31,93	63,87	31,93	63,87	127,73
GRENOBLE	33,95	3,01	6,03	12,05	6,03	12,05	24,10	12,05	24,10	48,21
GRIGNY CENTRE	14,17	2,57	5,13	10,26	5,13	10,26	20,52	10,26	20,52	41,04
GUINGAMP	15,28	1,41	2,81	5,62	2,81	5,62	11,23	5,62	11,23	22,47

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HAUSSMANN ST LAZARE	130,88	20,85	41,69	83,38	41,69	83,38	166,76	83,38	166,76	333,52
HAZEBROUCK	1,95	7,30	14,59	29,18	14,59	29,18	58,36	29,18	58,36	116,72
HENDAYE	45,42	5,36	10,72	21,43	10,72	21,43	42,86	21,43	42,86	85,72
HOUILLES CARRIERES SUR SEINE	3,61	1,32	2,63	5,26	2,63	5,26	10,52	5,26	10,52	21,04
INVALIDES	11,33	2,55	5,10	10,20	5,10	10,20	20,40	10,20	20,40	40,80
ISSOIRE	0,70	4,19	8,38	16,76	8,38	16,76	33,52	16,76	33,52	67,04
ISSY VAL DE SEINE	5,29	2,16	4,31	8,62	4,31	8,62	17,24	8,62	17,24	34,48
IVRY SUR SEINE	5,97	2,02	4,04	8,08	4,04	8,08	16,16	8,08	16,16	32,32
JUVISY	21,16	2,88	5,76	11,52	5,76	11,52	23,04	11,52	23,04	46,08
LA BAULE ESCOUBLAC	25,06	1,41	2,82	5,64	2,82	5,64	11,27	5,64	11,27	22,54
LA COURNEUVE	7,33	1,83	3,66	7,32	3,66	7,32	14,64	7,32	14,64	29,28
AUBERVILLIERS										
LA DEFENSE	10,51	2,93	5,85	11,70	5,85	11,70	23,40	11,70	23,40	46,80
LA GARENNE COLOMBES	7,18	1,87	3,74	7,48	3,74	7,48	14,96	7,48	14,96	29,92
LA PLAINE STADE DE FRANCE	8,06	2,36	4,72	9,44	4,72	9,44	18,88	9,44	18,88	37,76
LA ROCHE SUR YON	24,84	1,54	3,07	6,14	3,07	6,14	12,29	6,14	12,29	24,58
LA ROCHELLE VILLE	44,52	7,03	14,06	28,11	14,06	28,11	56,22	28,11	56,22	112,45
LA VERRIERE	11,77	3,55	7,09	14,18	7,09	14,18	28,36	14,18	28,36	56,72
LAGNY THORIGNY	28,17	6,31	12,61	25,22	12,61	25,22	50,44	25,22	50,44	100,88
LAMBALLE	3,60	4,78	9,55	19,10	9,55	19,10	38,20	19,10	38,20	76,40
LANDERNEAU	4,65	5,94	11,87	23,74	11,87	23,74	47,48	23,74	47,48	94,96
LANGON	2,55	5,00	9,99	19,98	9,99	19,98	39,96	19,98	39,96	79,92
LAROCHE MIGENNES	18,07	2,55	5,10	10,20	5,10	10,20	20,40	10,20	20,40	40,80
LAVAL	20,15	1,52	3,03	6,07	3,03	6,07	12,13	6,07	12,13	24,26
LE BOURGET	5,44	1,19	2,37	4,74	2,37	4,74	9,48	4,74	9,48	18,96
LE CREUSOT MONTCEAU	58,23	2,26	4,51	9,01	4,51	9,01	18,01	9,01	18,01	36,01
MONTCHANIN										
LE HAVRE	54,85	4,94	9,88	19,77	9,88	19,77	39,54	19,77	39,54	79,07
LE MANS	69,32	2,48	4,96	9,92	4,96	9,92	19,84	9,92	19,84	39,69
LE RAINCY VILLEMOMBLE	13,20	2,52	5,03	10,06	5,03	10,06	20,12	10,06	20,12	40,24
MONTFERMEIL										
LE STADE	4,68	1,56	3,12	6,24	3,12	6,24	12,48	6,24	12,48	24,96
LE VERT DE MAISONS	7,78	3,12	6,23	12,46	6,23	12,46	24,92	12,46	24,92	49,84
LENS	16,23	1,48	2,95	5,91	2,95	5,91	11,81	5,91	11,81	23,62
LES ARCS DRAGUIGNAN	17,99	0,98	1,96	3,91	1,96	3,91	7,82	3,91	7,82	15,65
LES AUBRAIS ORLEANS	32,53	1,69	3,37	6,74	3,37	6,74	13,49	6,74	13,49	26,97

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LES MUREAUX	16,69	7,88	15,76	31,52	15,76	31,52	63,04	31,52	63,04	126,08
LES VALLEES	2,07	1,50	3,00	6,00	3,00	6,00	12,00	6,00	12,00	24,00
LIBOURNE	13,33	1,75	3,50	6,99	3,50	6,99	13,99	6,99	13,99	27,97
LIEUSAIN MOISSY	13,19	3,44	6,88	13,76	6,88	13,76	27,52	13,76	27,52	55,04
LILLE EUROPE	174,22	3,89	7,78	15,56	7,78	15,56	31,11	15,56	31,11	62,22
LILLE FLANDRES	40,42	4,99	9,98	19,96	9,98	19,96	39,91	19,96	39,91	79,83
LIMOGES BENEDICTINS	61,76	5,69	11,37	22,74	11,37	22,74	45,48	22,74	45,48	90,96
LISIEUX	12,76	0,47	0,93	1,85	0,93	1,85	3,70	1,85	3,70	7,40
LONGUEAU	17,36	0,14	0,27	0,54	0,27	0,54	1,09	0,54	1,09	2,18
LONS LE SAUNIER	66,61	3,10	6,20	12,39	6,20	12,39	24,79	12,39	24,79	49,58
LORIENT	28,30	1,73	3,46	6,93	3,46	6,93	13,86	6,93	13,86	27,72
LORRAINE TGV	83,18	7,59	15,18	30,36	15,18	30,36	60,72	30,36	60,72	121,43
LOURDES	56,07	3,75	7,49	14,98	7,49	14,98	29,95	14,98	29,95	59,91
LUNEVILLE	5,64	9,16	18,32	36,64	18,32	36,64	73,28	36,64	73,28	146,56
LYON PART DIEU	61,07	2,91	5,82	11,63	5,82	11,63	23,26	11,63	23,26	46,52
LYON PERRACHE	57,05	7,18	14,37	28,74	14,37	28,74	57,48	28,74	57,48	114,95
VOYAGEURS										
LYON ST EXUPERY TGV	240,38	8,29	16,58	33,15	16,58	33,15	66,30	33,15	66,30	132,59
MACON LOCHE TGV	55,69	3,22	6,43	12,86	6,43	12,86	25,72	12,86	25,72	51,44
MACON VILLE	32,38	1,60	3,19	6,38	3,19	6,38	12,76	6,38	12,76	25,51
MAGENTA	42,82	6,46	12,91	25,82	12,91	25,82	51,64	25,82	51,64	103,28
MAISONS ALFORT	4,63	2,44	4,87	9,74	4,87	9,74	19,48	9,74	19,48	38,96
ALFORTVILLE										
MAISONS LAFFITTE	3,50	1,22	2,44	4,88	2,44	4,88	9,76	4,88	9,76	19,52
MANTES LA JOLIE	26,02	7,97	15,94	31,88	15,94	31,88	63,76	31,88	63,76	127,52
MARMANDE	8,84	3,05	6,10	12,20	6,10	12,20	24,40	12,20	24,40	48,80
MARNE LA VALLEE CHESSEY	125,14	3,24	6,48	12,96	6,48	12,96	25,91	12,96	25,91	51,83
MARSEILLE ST CHARLES	136,23	4,89	9,77	19,55	9,77	19,55	39,10	19,55	39,10	78,20
MASSY PALAISEAU	20,53	5,25	10,49	20,98	10,49	20,98	41,96	20,98	41,96	83,92
MASSY TGV	69,91	2,21	4,41	8,81	4,41	8,81	17,61	8,81	17,61	35,22
MAUBEUGE	12,30	5,04	10,08	20,16	10,08	20,16	40,32	20,16	40,32	80,64
MEAUX	38,31	9,59	19,18	38,36	19,18	38,36	76,72	38,36	76,72	153,44
MELUN	31,16	5,84	11,68	23,36	11,68	23,36	46,72	23,36	46,72	93,44
MENTON	2,27	3,04	6,07	12,14	6,07	12,14	24,28	12,14	24,28	48,56
METZ VILLE	56,52	5,87	11,74	23,47	11,74	23,47	46,94	23,47	46,94	93,88
MEUSE TGV	145,99	3,35	6,70	13,40	6,70	13,40	26,79	13,40	26,79	53,58
MIRAMAS	3,80	2,61	5,21	10,42	5,21	10,42	20,84	10,42	20,84	41,68
MONT DE MARSAN	36,42	8,11	16,21	32,42	16,21	32,42	64,84	32,42	64,84	129,68





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MONTARGIS	7,52	1,49	2,97	5,94	2,97	5,94	11,88	5,94	11,88	23,76
MONTAUBAN VILLE	15,12	2,20	4,39	8,77	4,39	8,77	17,55	8,77	17,55	35,10
BOURBON										
MONTBARD	1,16	3,65	7,29	14,58	7,29	14,58	29,16	14,58	29,16	58,32
MONTBELIARD	1,49	5,05	10,09	20,18	10,09	20,18	40,36	20,18	40,36	80,72
MONTÉLIMAR	15,27	4,85	9,69	19,38	9,69	19,38	38,76	19,38	38,76	77,52
MONTGERON CROSNE	8,39	3,08	6,15	12,30	6,15	12,30	24,60	12,30	24,60	49,20
MONTIGNY BEAUCHAMP	9,93	1,55	3,10	6,20	3,10	6,20	12,40	6,20	12,40	24,80
MONTLUCON	26,22	9,67	19,35	38,70	19,35	38,70	77,40	38,70	77,40	154,80
MONTPELLIER	108,96	3,88	7,75	15,50	7,75	15,50	31,00	15,50	31,00	62,00
MORLAIX	20,39	1,76	3,51	7,03	3,51	7,03	14,06	7,03	14,06	28,11
MOULINS SUR ALLIER	38,80	1,89	3,77	7,53	3,77	7,53	15,06	7,53	15,06	30,12
MOUTIERS SALINS BRIDES	48,02	8,42	16,84	33,69	16,84	33,69	67,38	33,69	67,38	134,75
LES BAINS										
MULHOUSE VILLE	38,51	7,52	15,04	30,09	15,04	30,09	60,18	30,09	60,18	120,35
MURET	1,70	18,56	37,11	74,22	37,11	74,22	148,44	74,22	148,44	296,88
MUSEE D'ORSAY	5,21	0,71	1,41	2,82	1,41	2,82	5,64	2,82	5,64	11,28
NANCY VILLE	74,62	7,55	15,09	30,18	15,09	30,18	60,36	30,18	60,36	120,73
NANTERRE UNIVERSITE	7,26	2,00	3,99	7,98	3,99	7,98	15,96	7,98	15,96	31,92
NANTES	101,69	4,84	9,68	19,37	9,68	19,37	38,74	19,37	38,74	77,48
NARBONNE	25,04	2,47	4,93	9,85	4,93	9,85	19,71	9,85	19,71	39,41
NEUILLY PORTE MAILLOT	9,40	1,76	3,51	7,02	3,51	7,02	14,04	7,02	14,04	28,08
NEVERS	20,44	1,48	2,96	5,93	2,96	5,93	11,86	5,93	11,86	23,71
NICE VILLE	62,23	3,63	7,25	14,50	7,25	14,50	29,00	14,50	29,00	58,00
NIMES	64,07	3,28	6,55	13,11	6,55	13,11	26,21	13,11	26,21	52,43
NIORT	20,88	6,47	12,94	25,89	12,94	25,89	51,78	25,89	51,78	103,55
NOGENT LE PERREUX	17,30	2,82	5,64	11,28	5,64	11,28	22,56	11,28	22,56	45,12
NOISY LE SEC	7,77	1,76	3,51	7,02	3,51	7,02	14,04	7,02	14,04	28,08
NOYON	2,40	3,32	6,63	13,26	6,63	13,26	26,52	13,26	26,52	53,04
OISSEL	0,81	2,38	4,76	9,52	4,76	9,52	19,04	9,52	19,04	38,08
ORANGE	4,02	11,04	22,08	44,16	22,08	44,16	88,32	44,16	88,32	176,64
ORLEANS	96,33	9,42	18,84	37,68	18,84	37,68	75,37	37,68	75,37	150,73
ORTHEZ	11,01	1,22	2,44	4,87	2,44	4,87	9,75	4,87	9,75	19,50
PANTIN	7,49	0,85	1,70	3,40	1,70	3,40	6,80	3,40	6,80	13,60
PARC DES EXPOSITIONS	13,84	1,87	3,74	7,48	3,74	7,48	14,96	7,48	14,96	29,92
PARIS AUSTERLITZ	419,00	13,24	26,49	52,97	26,49	52,97	105,95	52,97	105,95	211,90
PARIS AUSTERLITZ	6,47	2,23	4,45	8,90	4,45	8,90	17,80	8,90	17,80	35,60
souterrain										



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PARIS EST	218,37	6,34	12,68	25,35	12,68	25,35	50,71	25,35	50,71	101,41
PARIS GARE DE LYON	301,47	9,60	19,20	38,41	19,20	38,41	76,82	38,41	76,82	153,63
PARIS GARE DE LYON souterrain	41,91	4,29	8,58	17,16	8,58	17,16	34,32	17,16	34,32	68,64
PARIS MONTPARNASSE	170,22	8,75	17,49	34,97	17,49	34,97	69,95	34,97	69,95	139,89
PARIS NORD	95,96	1,61	3,22	6,45	3,22	6,45	12,89	6,45	12,89	25,79
PARIS NORD souterrain	23,61	1,23	2,46	4,91	2,46	4,91	9,82	4,91	9,82	19,64
PARIS ST LAZARE	68,86	4,89	9,77	19,53	9,77	19,53	39,06	19,53	39,06	78,13
PAU	25,58	5,43	10,85	21,70	10,85	21,70	43,39	21,70	43,39	86,79
PEREIRE LEVALLOIS	14,95	2,19	4,38	8,76	4,38	8,76	17,52	8,76	17,52	35,04
PERIGUEUX	27,25	8,31	16,61	33,23	16,61	33,23	66,46	33,23	66,46	132,92
PERPIGNAN	106,40	8,96	17,92	35,83	17,92	35,83	71,67	35,83	71,67	143,34
PIERREFITTE STAINS	3,45	2,78	5,55	11,10	5,55	11,10	22,20	11,10	22,20	44,40
POISSY	17,47	3,85	7,69	15,38	7,69	15,38	30,76	15,38	30,76	61,52
POITIERS	45,15	2,37	4,73	9,45	4,73	9,45	18,91	9,45	18,91	37,81
PONT CARDINET	9,67	1,15	2,30	4,60	2,30	4,60	9,20	4,60	9,20	18,40
PONT DE L ALMA	1,20	0,15	0,30	0,60	0,30	0,60	1,20	0,60	1,20	2,40
PONT STE. MAXENCE	1,28	1,65	3,29	6,58	3,29	6,58	13,16	6,58	13,16	26,32
PONTOISE	15,54	3,84	7,68	15,36	7,68	15,36	30,72	15,36	30,72	61,44
PORTE DE CLICHY	28,02	2,83	5,65	11,30	5,65	11,30	22,60	11,30	22,60	45,20
QUIMPER	39,57	5,94	11,87	23,73	11,87	23,73	47,46	23,73	47,46	94,92
RAMBOUILLET	18,27	2,37	4,73	9,46	4,73	9,46	18,92	9,46	18,92	37,84
REDON	15,66	2,21	4,41	8,83	4,41	8,83	17,65	8,83	17,65	35,31
REIMS	51,92	4,70	9,41	18,81	9,41	18,81	37,62	18,81	37,62	75,25
REMIREMONT	18,51	4,52	9,04	18,08	9,04	18,08	36,16	18,08	36,16	72,32
RENNES	74,57	3,83	7,67	15,33	7,67	15,33	30,66	15,33	30,66	61,33
RIOM CHATEL GUYON	0,31	4,11	8,21	16,42	8,21	16,42	32,84	16,42	32,84	65,68
ROANNE	5,33	17,16	34,32	68,64	34,32	68,64	137,28	68,64	137,28	274,56
ROCHEFORT	36,96	0,71	1,42	2,85	1,42	2,85	5,69	2,85	5,69	11,39
ROSNY BOIS PERRIER	5,62	3,10	6,20	12,40	6,20	12,40	24,80	12,40	24,80	49,60
ROSNY SOUS BOIS	8,79	1,97	3,93	7,86	3,93	7,86	15,72	7,86	15,72	31,44
ROUBAIX	22,93	0,91	1,81	3,62	1,81	3,62	7,26	3,62	7,26	14,52
ROUEN RIVE DROITE	69,28	3,78	7,57	15,13	7,57	15,13	30,27	15,13	30,27	60,54
RUMILLY	1,51	1,71	3,42	6,84	3,42	6,84	13,68	6,84	13,68	27,36
SABLE	4,05	0,59	1,17	2,34	1,17	2,34	4,68	2,34	4,68	9,36
SAINTES	6,18	5,89	11,77	23,54	11,77	23,54	47,08	23,54	47,08	94,16
SARCELLES ST BRICE	12,35	3,38	6,76	13,52	6,76	13,52	27,04	13,52	27,04	54,08
SARREBOURG	9,82	8,56	17,11	34,22	17,11	34,22	68,44	34,22	68,44	136,88

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SARTROUVILLE	7,52	1,19	2,37	4,74	2,37	4,74	9,48	4,74	9,48	18,96
SAUMUR	5,45	0,57	1,13	2,26	1,13	2,26	4,52	2,26	4,52	9,04
SAVERNE	7,71	8,53	17,05	34,10	17,05	34,10	68,20	34,10	68,20	136,40
SAVIGNY LE TEMPLE NANDY	13,86	2,99	5,98	11,96	5,98	11,96	23,92	11,96	23,92	47,84
SAVIGNY SUR ORGE	5,19	1,19	2,37	4,74	2,37	4,74	9,48	4,74	9,48	18,96
SEDAN	11,55	10,91	21,82	43,64	21,82	43,64	87,28	43,64	87,28	174,56
SELESTAT	6,25	12,64	25,28	50,56	25,28	50,56	101,12	50,56	101,12	202,24
SENS	1,61	8,97	17,94	35,88	17,94	35,88	71,76	35,88	71,76	143,52
SETE	12,24	2,12	4,24	8,47	4,24	8,47	16,95	8,47	16,95	33,90
SEVRAN BEAUDOTTES	12,07	2,78	5,56	11,12	5,56	11,12	22,24	11,12	22,24	44,48
SEVRAN LIVRY	4,64	1,78	3,55	7,10	3,55	7,10	14,20	7,10	14,20	28,40
ST BRIEUC	53,43	5,97	11,94	23,87	11,94	23,87	47,75	23,87	47,75	95,49
ST CLOUD	7,97	1,35	2,69	5,38	2,69	5,38	10,76	5,38	10,76	21,52
ST CYR	3,39	1,39	2,78	5,56	2,78	5,56	11,12	5,56	11,12	22,24
ST DENIS	7,20	2,81	5,62	11,24	5,62	11,24	22,48	11,24	22,48	44,96
ST DIE	24,85	8,94	17,88	35,76	17,88	35,76	71,52	35,76	71,52	143,04
ST ETIENNE	40,06	6,62	13,23	26,47	13,23	26,47	52,93	26,47	52,93	105,86
CHATEAUCREUX										
ST GERVAIS LES BAINS LE FAYET	20,41	2,80	5,60	11,20	5,60	11,20	22,40	11,20	22,40	44,80
ST GRATIEN	7,66	1,76	3,52	7,04	3,52	7,04	14,08	7,04	14,08	28,16
ST JEAN DE LUZ CIBOURE	13,43	2,32	4,63	9,27	4,63	9,27	18,53	9,27	18,53	37,07
ST JUST EN CHAUSSEE	2,25	1,25	2,50	5,00	2,50	5,00	10,00	5,00	10,00	20,00
ST LOUIS HAUT RHIN	2,98	7,72	15,43	30,86	15,43	30,86	61,72	30,86	61,72	123,44
ST MALO	122,39	19,34	38,68	77,36	38,68	77,36	154,72	77,36	154,72	309,44
ST MICHEL NOTRE DAME	5,32	1,63	3,26	6,52	3,26	6,52	13,04	6,52	13,04	26,08
ST MICHEL SUR ORGE	5,25	1,49	2,97	5,94	2,97	5,94	11,88	5,94	11,88	23,76
ST NAZAIRE	15,06	1,31	2,62	5,23	2,62	5,23	10,46	5,23	10,46	20,92
ST OMER	3,49	5,45	10,90	21,80	10,90	21,80	43,60	21,80	43,60	87,20
ST OUEN	9,40	1,77	3,53	7,06	3,53	7,06	14,12	7,06	14,12	28,24
ST PIERRE DES CORPS	19,70	1,12	2,25	4,50	2,25	4,50	8,99	4,50	8,99	17,98
ST QUENTIN	24,35	1,52	3,03	6,07	3,03	6,07	12,14	6,07	12,14	24,28
ST QUENTIN EN YVELINES	14,59	2,88	5,75	11,50	5,75	11,50	23,00	11,50	23,00	46,00
ST RAPHAEL VALESCURE	41,82	1,69	3,38	6,75	3,38	6,75	13,50	6,75	13,50	27,01
STADE DE FRANCE ST DENIS	10,61	0,48	0,95	1,90	0,95	1,90	3,80	1,90	3,80	7,60
STE GENEVIEVE DES BOIS	5,01	1,51	3,02	6,04	3,02	6,04	12,08	6,04	12,08	24,16
STRASBOURG VILLE	59,20	4,54	9,09	18,18	9,09	18,18	36,36	18,18	36,36	72,71

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SURGERES	11,72	0,93	1,86	3,72	1,86	3,72	7,45	3,72	7,45	14,90
TARBES	49,33	6,47	12,93	25,86	12,93	25,86	51,71	25,86	51,71	103,42
TERGNIER	5,44	3,63	7,25	14,50	7,25	14,50	29,00	14,50	29,00	58,00
TGV HAUTE PICARDIE	106,32	2,37	4,74	9,47	4,74	9,47	18,94	9,47	18,94	37,88
THONVILLE	28,09	3,17	6,35	12,69	6,35	12,69	25,38	12,69	25,38	50,76
THONON LES BAINS	6,89	8,54	17,08	34,16	17,08	34,16	68,32	34,16	68,32	136,64
TOULON	53,32	4,07	8,14	16,27	8,14	16,27	32,55	16,27	32,55	65,10
TOULOUSE MATABIAU	75,67	7,37	14,75	29,50	14,75	29,50	58,99	29,50	58,99	117,99
TOURCOING	36,45	9,40	18,79	37,58	18,79	37,58	75,16	37,58	75,16	150,32
TOURS	31,28	3,76	7,51	15,03	7,51	15,03	30,06	15,03	30,06	60,12
TRAPPES	8,42	2,30	4,60	9,20	4,60	9,20	18,40	9,20	18,40	36,80
TROUVILLE DEAUVILLE	38,61	2,83	5,66	11,32	5,66	11,32	22,63	11,32	22,63	45,26
TROYES	62,71	5,33	10,65	21,29	10,65	21,29	42,59	21,29	42,59	85,17
VAL D'ARGENTEUIL	9,75	1,65	3,29	6,58	3,29	6,58	13,16	6,58	13,16	26,32
VAL DE FONTENAY	5,58	2,22	4,43	8,86	4,43	8,86	17,72	8,86	17,72	35,44
VAL DE REUIL	28,08	0,41	0,83	1,65	0,83	1,65	3,31	1,65	3,31	6,62
VALENCE	43,08	7,42	14,84	29,68	14,84	29,68	59,36	29,68	59,36	118,72
VALENCE TGV RHONE	145,25	2,59	5,17	10,35	5,17	10,35	20,69	10,35	20,69	41,39
ALPES SUD										
VALENCIENNES	22,11	3,58	7,16	14,32	7,16	14,32	28,65	14,32	28,65	57,29
VANNES	43,04	1,19	2,38	4,76	2,38	4,76	9,52	4,76	9,52	19,04
VENDOME VILLIERS SUR LE	106,55	2,38	4,75	9,50	4,75	9,50	19,00	9,50	19,00	38,00
LOIR										
VERNON	22,79	0,69	1,38	2,76	1,38	2,76	5,52	2,76	5,52	11,04
VERSAILLES (R.D.)	22,44	4,72	9,43	18,86	9,43	18,86	37,72	18,86	37,72	75,44
VERSAILLES CHANTIERS	9,47	0,33	0,65	1,30	0,65	1,30	2,60	1,30	2,60	5,21
VERSAILLES RG CHATEAU	24,45	7,74	15,48	30,96	15,48	30,96	61,92	30,96	61,92	123,84
VERT GALANT	5,92	1,79	3,58	7,16	3,58	7,16	14,32	7,16	14,32	28,64
VESOUL	53,14	2,27	4,54	9,09	4,54	9,09	18,18	9,09	18,18	36,36
VICHY	46,28	3,62	7,24	14,48	7,24	14,48	28,96	14,48	28,96	57,92
VIERZON VILLE	45,25	3,10	6,20	12,39	6,20	12,39	24,78	12,39	24,78	49,56
VIGNEUX SUR SEINE	6,34	1,49	2,98	5,96	2,98	5,96	11,92	5,96	11,92	23,84
VILLENEUVE ST GEORGES	10,05	2,54	5,08	10,16	5,08	10,16	20,32	10,16	20,32	40,64
VILLEPARISIS MITRY LE	5,02	1,82	3,63	7,26	3,63	7,26	14,52	7,26	14,52	29,04
NEUF										
VILLIERS LE BEL GONESSE	9,70	2,76	5,52	11,04	5,52	11,04	22,08	11,04	22,08	44,16
ARNOUVILLE										
VILLIERS SUR MARNE LE	21,55	3,17	6,33	12,66	6,33	12,66	25,32	12,66	25,32	50,64

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PLESSIS TREVISE										
VIROFLAY RIVE GAUCHE	4,99	1,25	2,50	5,00	2,50	5,00	10,00	5,00	10,00	20,00
VITRE	6,03	8,13	16,25	32,50	16,25	32,50	65,00	32,50	65,00	130,00
VITRY SUR SEINE	8,40	2,23	4,45	8,90	4,45	8,90	17,80	8,90	17,80	35,60
YERRES	6,55	3,19	6,38	12,76	6,38	12,76	25,52	12,76	25,52	51,04
YVETOT	1,00	3,45	6,90	13,80	6,90	13,80	27,60	13,80	27,60	55,20
REGION ILE DE FRANCE	6,97	2,35	4,70	9,40	4,70	9,40	18,80	9,40	18,80	37,60
CATÉGORIES E2										
REGION ILE DE FRANCE	5,22	0,25	0,49	0,98	0,49	0,98	1,96	0,98	1,96	3,92
CATÉGORIES E3										
REGION TER ALSACE	0,46	0,71	1,41	2,82	1,41	2,82	5,64	2,82	5,64	11,28
CATEGORIES B										
REGION TER ALSACE	2,14	4,71	9,41	18,82	4,71	9,41	18,82	4,71	9,41	18,82
CATEGORIES C										
REGION TER ALSACE	0,10	0,20	0,20	0,20	0,20	0,20	0,20	0,20	0,20	0,20
CATEGORIES D										
REGION TER AQUITAINE	2,62	3,29	6,58	13,16	6,58	13,16	26,32	13,16	26,32	52,64
CATEGORIES B										
REGION TER AQUITAINE	1,59	6,54	13,07	26,14	6,54	13,07	26,14	6,54	13,07	26,14
CATEGORIES C										
REGION TER AQUITAINE	0,41	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13
CATEGORIES D										
REGION TER AUVERGNE	3,76	5,99	11,98	23,96	11,98	23,96	47,92	23,96	47,92	95,84
CATEGORIES B										
REGION TER AUVERGNE	1,50	8,02	16,04	32,08	8,02	16,04	32,08	8,02	16,04	32,08
CATEGORIES C										
REGION TER AUVERGNE	0,74	0,31	0,31	0,31	0,31	0,31	0,31	0,31	0,31	0,31
CATEGORIES D										
REGION TER BASSE	1,38	1,57	3,13	6,26	3,13	6,26	12,52	6,26	12,52	25,04
NORMANDIE CATEGORIES B										
REGION TER BASSE	2,67	6,17	12,33	24,66	6,17	12,33	24,66	6,17	12,33	24,66
NORMANDIE CATEGORIES C										
REGION TER BASSE	0,45	0,60	0,60	0,60	0,60	0,60	0,60	0,60	0,60	0,60
NORMANDIE CATEGORIES D										
REGION TER BOURGOGNE	1,50	1,87	3,73	7,46	3,73	7,46	14,92	7,46	14,92	29,84
CATEGORIES B										
REGION TER BOURGOGNE	1,13	7,31	14,62	29,24	7,31	14,62	29,24	7,31	14,62	29,24
CATEGORIES C										

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REGION TER BOURGOGNE	0,47	0,75	0,75	0,75	0,75	0,75	0,75	0,75	0,75	0,75
CATEGORIES D										
REGION TER BRETAGNE	3,36	4,78	9,56	19,12	9,56	19,12	38,24	19,12	38,24	76,48
CATEGORIES B										
REGION TER BRETAGNE	3,25	6,87	13,73	27,46	6,87	13,73	27,46	6,87	13,73	27,46
CATEGORIES C										
REGION TER BRETAGNE	0,33	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07
CATEGORIES D										
REGION TER CENTRE	1,60	1,84	3,67	7,34	3,67	7,34	14,68	7,34	14,68	29,36
CATEGORIES B										
REGION TER CENTRE	3,07	3,73	7,45	14,90	3,73	7,45	14,90	3,73	7,45	14,90
CATEGORIES C										
REGION TER CENTRE	0,72	3,65	3,65	3,65	3,65	3,65	3,65	3,65	3,65	3,65
CATEGORIES D										
REGION TER CHAMPAGNE	4,68	5,12	10,24	20,48	10,24	20,48	40,96	20,48	40,96	81,92
ARDENNE CATEGORIES B										
REGION TER CHAMPAGNE	1,72	8,33	16,65	33,30	8,33	16,65	33,30	8,33	16,65	33,30
ARDENNE CATEGORIES C										
REGION TER CHAMPAGNE	1,55	1,62	1,62	1,62	1,62	1,62	1,62	1,62	1,62	1,62
ARDENNE CATEGORIES D										
REGION TER FRANCHE	1,78	5,48	10,95	21,90	10,95	21,90	43,80	21,90	43,80	87,60
COMTE CATEGORIES B										
REGION TER FRANCHE	0,87	14,87	29,74	59,48	14,87	29,74	59,48	14,87	29,74	59,48
COMTE CATEGORIES C										
REGION TER FRANCHE	0,15	0,89	0,89	0,89	0,89	0,89	0,89	0,89	0,89	0,89
COMTE CATEGORIES D										
REGION TER HAUTE	0,34	1,47	2,93	5,86	2,93	5,86	11,72	5,86	11,72	23,44
NORMANDIE CATEGORIES B										
REGION TER HAUTE	0,97	6,44	12,88	25,76	6,44	12,88	25,76	6,44	12,88	25,76
NORMANDIE CATEGORIES C										
REGION TER HAUTE	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13	0,13
NORMANDIE CATEGORIES D										
REGION TER LANGUEDOC	2,46	3,54	7,07	14,14	7,07	14,14	28,28	14,14	28,28	56,56
ROUSSILLON CATEGORIES B										
REGION TER LANGUEDOC	1,46	4,08	8,16	16,32	4,08	8,16	16,32	4,08	8,16	16,32
ROUSSILLON CATEGORIES C										

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REGION TER LANGUEDOC ROUSSILLON CATEGORIES D	0,03	0,33	0,33	0,33	0,33	0,33	0,33	0,33	0,33	0,33
REGION TER LIMOUSIN CATEGORIES B	0,63	5,11	10,22	20,44	10,22	20,44	40,88	20,44	40,88	81,76
REGION TER LIMOUSIN CATEGORIES C	1,35	13,77	27,54	55,08	13,77	27,54	55,08	13,77	27,54	55,08
REGION TER LIMOUSIN CATEGORIES D	0,24	0,79	0,79	0,79	0,79	0,79	0,79	0,79	0,79	0,79
REGION TER LORRAINE CATEGORIES B	3,57	9,31	18,62	37,24	18,62	37,24	74,48	37,24	74,48	148,96
REGION TER LORRAINE CATEGORIES C	1,88	5,71	11,42	22,84	5,71	11,42	22,84	5,71	11,42	22,84
REGION TER LORRAINE CATEGORIES D	0,42	0,86	0,86	0,86	0,86	0,86	0,86	0,86	0,86	0,86
REGION TER MIDI PYRENEES CATEGORIES B	2,77	3,73	7,46	14,92	7,46	14,92	29,84	14,92	29,84	59,68
REGION TER MIDI PYRENEES CATEGORIES C	1,68	11,80	23,59	47,18	11,80	23,59	47,18	11,80	23,59	47,18
REGION TER MIDI PYRENEES CATEGORIES D	0,29	0,22	0,22	0,22	0,22	0,22	0,22	0,22	0,22	0,22
REGION TER NORD PAS DE CALAIS CATEGORIES B	2,59	2,47	4,94	9,88	4,94	9,88	19,76	9,88	19,76	39,52
REGION TER NORD PAS DE CALAIS CATEGORIES C	0,77	3,67	7,34	14,68	3,67	7,34	14,68	3,67	7,34	14,68
REGION TER NORD PAS DE CALAIS CATEGORIES D	0,16	0,27	0,27	0,27	0,27	0,27	0,27	0,27	0,27	0,27
REGION TER PACA CATEGORIES B	2,78	4,94	9,88	19,76	9,88	19,76	39,52	19,76	39,52	79,04
REGION TER PACA CATEGORIES C	1,32	2,61	5,22	10,44	2,61	5,22	10,44	2,61	5,22	10,44
REGION TER PACA CATEGORIES D	0,62	0,28	0,28	0,28	0,28	0,28	0,28	0,28	0,28	0,28
REGION TER PAYS DE LOIRE CATEGORIES B	3,76	2,60	5,19	10,38	5,19	10,38	20,76	10,38	20,76	41,52
REGION TER PAYS DE LOIRE CATEGORIES C	2,48	2,11	4,22	8,44	2,11	4,22	8,44	2,11	4,22	8,44
REGION TER PAYS DE	1,26	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07	0,07



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LOIRE CATEGORIES D										
REGION TER PICARDIE	3,81	0,78	1,55	3,10	1,55	3,10	6,20	3,10	6,20	12,40
CATEGORIES B										
REGION TER PICARDIE	1,72	2,43	4,86	9,72	2,43	4,86	9,72	2,43	4,86	9,72
CATEGORIES C										
REGION TER PICARDIE	0,33	0,90	0,90	0,90	0,90	0,90	0,90	0,90	0,90	0,90
CATEGORIES D										
REGION TER POITOU	5,33	2,41	4,81	9,62	4,81	9,62	19,24	9,62	19,24	38,48
CHARENTES CATEGORIES B										
REGION TER POITOU	4,33	15,46	30,91	61,82	15,46	30,91	61,82	15,46	30,91	61,82
CHARENTES CATEGORIES C										
REGION TER POITOU	0,52	0,67	0,67	0,67	0,67	0,67	0,67	0,67	0,67	0,67
CHARENTES CATEGORIES D										
REGION TER RHONE ALPES	7,85	4,66	9,32	18,64	9,32	18,64	37,28	18,64	37,28	74,56
CATEGORIES B										
REGION TER RHONE ALPES	0,56	1,07	2,13	4,26	1,07	2,13	4,26	1,07	2,13	4,26
CATEGORIES C										
REGION TER RHONE ALPES	1,02	1,57	1,57	1,57	1,57	1,57	1,57	1,57	1,57	1,57
CATEGORIES D										

## AUTRES PRESTATIONS

### PRESTATION TRANSMANCHE

CALAIS FRETHUN	23,30
LILLE EUROPE	106,10
MARNE LA VALLEE CHESSY	813,30
PARIS NORD	869,20

### PRECONDITIONNEMENT DE RAMES

TARIF NATIONAL	50,40
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### ACCES AUX GARES DE LA REGION ILE DE FRANCE EQUIPEES DE CONTRÔLE AUTOMATIQUE BANLIEUE (CAB)

rames <= 7 voitures, rames indéformables US	rames > 7 voitures, rames indéformables UM et matériel Transmanche
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TARIF NATIONAL	12,60	25, 20
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## Exhibit 3

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### E.4.5 Montants appliqués

			Montant (€ HT)
Frais de Contractualisation	Frais de rédaction d'un contrat par site		1 939
	Frais de rédaction d'un plan de prévention (y compris visite du site) par site du Centre de Maintenance et par nature de prestation. Prise en compte des risques professionnels liés à la co-activité.		1 456
	Révision ponctuelle Plan de Prévention - 50% du montant des Frais de Rédaction initiaux		728
Tarif de prise en charge	Programmation	Pour chaque entrée, prise en compte des contraintes du plan de transport théorique et du plan d'occupation prévisionnel.	39
	Pilotage de la manœuvre	Locomotives et Locotracteurs	91
		Matériel Voyageurs	183
Tarifs d'opérations standards	Prise/Lévee de protection (dont suivi respect plan de prévention) - pour tout Matériel		96
	Accès aux installations - Locomotives et Locotracteurs	Mise à disposition d'une voie (par créneau d'utilisation)	13
		Voie de terre plein	103
		Voie sur fosse simple	103
		Voie équipée de passerelles	152
		Voie sur fosse simple + passerelles	164
		Voie sur fosse triple + passerelles	220
		Voie équipée de PALOMA	531
		Voie équipée en Atelier	531
	Accès aux installations - Matériel Voyageurs	Mise à disposition d'une voie (par créneau d'utilisation)	33
		Voies de terre plein < 200 m	84
		Voies de terre plein 200 m > ou = Long < ou = 400 m	133
		Voies de terre plein > 400 m	215
		Voies sur fosse simple < 200 m	486
		Voies sur fosse simple 200 m > ou = Long < ou = 400 m	874
		Voies sur fosse simple > 400 m	314
		Voies sur fosse simple (passerelles) < 200 m	694
		Voies sur fosse simple (passerelles) 200 m > ou = Long < ou = 400 m	1 272
		Voies sur fosse simple (passerelles) > 400 m	306
		Voies sur fosse triple < 200 m	668
		Voies sur fosse triple 200 m > ou = Long < ou = 400 m	1 243
		Voies sur fosse triple > 400 m	339
		Voies sur fosse triple (passerelles) < 200 m	752
		Voies sur fosse triple (passerelles) 200 m > ou = Long < ou = 400 m	1 376
		Voies sur fosse triple (passerelles) > 400 m	722
		Voies sur fosse triple (passerelles et installations fixes de vidange WC) < 200 m	1 271
		Voies sur fosse triple (passerelles fixes de vidange WC) 200 m > ou = Long < ou = 400 m	1 788
		Voies sur fosse triple (passerelles fixes de vidange WC) > 400 m	213
		Machine à laver dégagement de 200 m	365
		Machine à laver dégagement de 400 m	838
	Reprofilage	Forfait par essieu	227
		Complément 4 essieux liés	343
Tarifs d'opérations complémentaires	Manœuvre complémentaire		6
	Préchauffage / Préconditionnement	Dégagement d'une ou plusieurs voitures au sein d'une rame puis reconstitution de la rame	22
		Installation 32A	54
		Installation 160A	68
		Installation 400A	81
		Installation 500A	95
		Installation 600A	108
		Installation 700A	122
		Installation 800A	80
		Installation 900A	247
	Raprofilage TEF	Démontage, remontage et réglage d'organes mécaniques (par matériel roulant) / Tarif Horaire	459
	Dégagement du matériel roulant	Dégagement Matériel roulant < 200m	50
		Dégagement Matériel roulant > 200m	106
		Mise en attente sur voie de terre plein pour une durée de 8 heures / Locomotives	259
		Mise en attente sur voie de terre plein pour une durée de 8 heures / Matériel voyageur > 200m et < 400m	425
		Mise en attente sur voie de terre plein pour une durée de 8 heures / Matériel voyageur > 400m	

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#### **Exhibit 4**

##### **London St. Pancras International Services and Amenities**

1. A distinction is made between “Amenities” and “Services” and between different categories of beneficiaries. The “Domestic Common Zone” is the common parts of the station accessible to all users. The “International Common Zone” is the area accessible only for international travellers. The appearance of "Y" (yes) in the table is to signify that these services are provided.
2. The performance of some of these activities is delegated to the “Principal International Operator”. This is the most intensive user from time to time of the International Zone and is currently EIL.

<b>Para</b>		<b>Domestic Common Zone</b>	<b>International Common Zone</b>
<b>1.0</b>	<b>Common Station Amenities for all Users</b>		
1.1	All forecourts, concourses, platforms, subways, lifts, escalators and other parts of the Station	<b>Y</b>	<b>Y</b>
1.2	Staff amenities	<b>Y</b>	
1.3	First aid amenities	<b>Y</b>	
1.4	Fire detection, fire alarm, fire prevention and fire fighting equipment and other safety equipment	<b>Y</b>	<b>Y</b>
1.5	Machinery and equipment necessary for the proper use of the amenities set out in paragraphs 1.1 to 1.3 (inclusive)	<b>Y</b>	<b>Y</b>
1.6	A reasonable number of telephones giving access to the railway extension trunk dialing network	<b>Y</b>	<b>Y</b>
<b>2.0</b>	<b>Common Station Amenities for Passenger Operators</b>		
2.1	All forecourts, concourses, platforms, subways and other parts of the Station	<b>Y</b>	<b>Y</b>
2.2	Public toilets	<b>Y</b>	<b>Y</b>
2.3	Left luggage and lost property amenities	<b>Y</b>	
2.4	A reasonable number of public telephones on the concourses	<b>Y</b>	

<b>Para</b>		<b>Domestic Common Zone</b>	<b>International Common Zone</b>
2.5	Set down and pick up facilities for meeting and greeting purposes, short stay and long stay car parking amenities and a taxi pick up and set down area	<b>Y</b>	
2.6	Display points to advertise alterations to scheduled departure times for each Passenger Operator	<b>Y</b>	
2.7	Directional signing to facilitate railway passenger movement and emergency exit	<b>Y</b>	<b>Y</b>
2.8	Operational electronic passenger information systems, on the concourses and platforms	<b>Y</b>	<b>Y</b>
2.9	A public address system	<b>Y</b>	<b>Y</b>
2.10	Passenger self-help trolleys	<b>Y</b>	<b>Y</b>
2.11	Public clocks	<b>Y</b>	<b>Y</b>
2.12	A customer service office	<b>Y</b>	
2.13	Wheelchairs, other suitable transport and ramps for customers with impaired mobility	<b>Y</b>	
2.14	Customer seating	<b>Y</b>	
2.15	Charging points for battery-electric vehicles	<b>Y</b>	
2.16	Bus set down/pick up areas for use in time of disruption and emergency.	<b>Y</b>	
<b>3.0</b>	<b>Common Station Services for all Users</b>		
3.1	Cleaning	<b>Y</b>	
3.2	Heating, ventilating and cooling	<b>Y</b>	<b>Y</b>
3.3	Lighting	<b>Y</b>	<b>Y</b>
3.4	Policing	<b>Y</b>	<b>Y</b>

<b>Para</b>		<b>Domestic Common Zone</b>	<b>International Common Zone</b>
3.5	Security measures	<b>Y</b>	
3.6	Prompt display of the notices provided by a User	<b>Y</b>	
3.7	Pest and environmental control	<b>Y</b>	<b>Y</b>
<b>4.0</b>	<b>Common Station Services for Passenger Operators</b>		
4.1	Timely electronic display of timetable departure information	<b>Y</b>	
4.2	Display of emergency or temporary timetables and notices of engineering works	<b>Y</b>	<b>Y</b>
4.3	The provision of sufficient numbers of competent and appropriately trained staff	<b>Y</b>	
4.4	Provision to the relevant Passenger Operator of details of Station reception arrangements	<b>Y</b>	
4.5	Customer help points	<b>Y</b>	<b>Y</b>
4.6	Display and announcement with equal prominence of every Passenger Operator and its Associates	<b>Y</b>	<b>Y</b>
4.7	Informational signing indicating the location and opening hours of the ticket offices	<b>Y</b>	
4.8	Communication to passengers of up-to-date train running information	<b>Y</b>	<b>Y</b>
4.9	Liaison with the relevant authorities to ensure that access to the Station is signposted for motorists and pedestrians	<b>Y</b>	
4.10	The provision of written messages and announcements when there is a failure of the amenities referred to in paragraphs 2.1 and 4.5	<b>Y</b>	
4.11	Management of road services substituted for rail services	<b>Y</b>	
4.12	Use of display points for advertising railway passenger	<b>Y</b>	
4.13	Emergency and disruption plan in consultation with all Passenger Operators	<b>Y</b>	<b>Y</b>



<b>Para</b>		<b>Domestic Common Zone</b>	<b>International Common Zone</b>
4.14	Provision of arrangements promptly to follow up reports of lost property.	<b>Y</b>	
4.15	Prompt forwarding of customer complaints	<b>Y</b>	<b>Y</b>
4.16	Provision of a briefing system for Station staff	<b>Y</b>	<b>Y</b>
4.17	Organisation of regular contract review meetings between the Passenger Operator's and Station Facility Owner's representatives	<b>Y</b>	<b>Y</b>
4.18	Provision of and access to:	<b>Y</b>	<b>Y</b>
	4.18.1 The Safety Policy for the Station	<b>Y</b>	<b>Y</b>
	4.18.2 Information from the Station Facility Owner's Safety Authorisation	<b>Y</b>	<b>Y</b>
	4.18.3 Station evacuation arrangements	<b>Y</b>	<b>Y</b>
	4.18.4 Records of all staff and public accidents	<b>Y</b>	<b>Y</b>
	4.18.5 Health and safety planned inspection report	<b>Y</b>	<b>Y</b>
	4.18.6 Self/external safety audit reports	<b>Y</b>	<b>Y</b>
	4.18.7 Station Operations Manual	<b>Y</b>	<b>Y</b>
	4.18.8 Maintenance manuals and records	<b>Y</b>	<b>Y</b>
	4.18.9 The building management system	<b>Y</b>	<b>Y</b>
4.19	Additional customer services	<b>Y</b>	
4.20	Station Facility Owner to procure that all the requirements of the specification are complied with where applicable, and that all staff employed on the Station are appropriately trained and competent to provide the specified services	<b>Y</b>	
4.21	Trolley management	<b>Y</b>	<b>Y</b>
4.22	GSM-R radio and handsets for Users	<b>Y</b>	<b>Y</b>
4.23	CCTV equipment	<b>Y</b>	<b>Y</b>
4.24	Taxi marshalling	<b>Y</b>	

<b>Para</b>		<b>Domestic Common Zone</b>	<b>International Common Zone</b>
4.25	Station data network	<b>Y</b>	<b>Y</b>
<b>5.0</b>	<b>Common Station Amenities and Common Station Services</b>		
5.1	The provision, maintenance and administration of accommodation required for the Control Authorities in the Station.		<b>Y</b>
5.2	Negotiation with the Control Authorities to minimise the costs of the accommodation required for the Control Authorities at the Station		<b>Y</b>
5.3	Obtaining and maintaining at all times the approvals necessary for the Station to operate as a Port under the Channel Tunnel (Customs and Excise) Order 1990.		<b>Y</b>
5.4	Provision to each International User, as soon as possible, of copies of all correspondence with the Control Authorities which may reasonably impact on that International User's ability to run International Services.		<b>Y</b>
5.5	Informing International Users of any material issues raised by the Control Authorities concerning the operation of the Station or the accommodation provided to the Control Authorities in the Station.		<b>Y</b>
5.6	Facilities and services for ticket purchase or retrieval by the passengers of the international passenger services operating from the Station.		<b>Y</b>
5.7	A reasonable number of wheelchairs, other suitable transport and ramps for customers with impaired mobility to allow them safe wheelchair access to and egress from trains.		<b>Y</b>
5.8	Customer seating on the concourses.		<b>Y</b>
5.9	Agreeing with the Control Authorities operational practices that will apply to the International Common Zone from time to time.		<b>Y</b>
5.10	Cleaning of the International Common Zone		<b>Y</b>
5.11	Such security measures as the Station Facility Owner reasonably considers necessary.		<b>Y</b>
5.12	Access to check-in, security, customs and border control infrastructure in the arrival and departure areas in the		<b>Y</b>

<b>Para</b>		<b>Domestic Common Zone</b>	<b>International Common Zone</b>
	International Common Zone as configured by the Principal International Operator and the relevant Control Authorities.		
5.13	Operation of the passenger information system in the International Common Zone.		<b>Y</b>
5.14	Obtaining and maintaining the approval of TRANSEC, and specifically controlling the Restricted Zone as designated by TRANSEC from time to time.		<b>Y</b>
5.15	Provision of security services sufficient to comply with the TRANSEC requirements at a minimum, and at such additional levels, it considers appropriate given the operating climate at the Station at the relevant time.		<b>Y</b>