



France No.1 (2022)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the French Republic concerning Railway Undertaking Licences in respect of Rail Transport Services through the Channel Fixed Link

Paris, 15 December 2021 and London, 11 January 2022

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of Her Majesty
January 2022*



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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING
RAILWAY UNDERTAKING LICENCES IN RESPECT OF RAIL
TRANSPORT SERVICES THROUGH THE CHANNEL FIXED LINK**

Following the withdrawal of the United Kingdom from the European Union, the Government of the French Republic and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as ‘the Parties’) have agreed the following with regard to the Railway Undertaking Licences required on the railway network located between Calais-Frethun Freight and Passenger Stations in France, and Dollands Moor Freight Yard and Ashford International Station in the United Kingdom;

Having regard to the Agreement on the Withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, signed on 24 January 2020;

Having regard to the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part, signed on 30 December 2020;

Having regard to Article 14 of Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast);

Having regard to the Treaty between the United Kingdom of Great Britain and Northern Ireland and the French Republic concerning the Construction and Operation by Private Concessionaires of a Channel Fixed Link, signed at Canterbury on 12 February 1986 (hereinafter referred to as ‘the Treaty of Canterbury’);

Considering the intention of the Parties not to restrict the freedom of Railway Undertakings to operate cross-border services;

The Parties have agreed as follows:

ARTICLE 1

Subject-matter and scope of the Agreement

(1) In order to meet the needs of cross-border rail transport services using the Fixed Link between France and the United Kingdom, the Parties agree the necessary conditions for when a Railway Undertaking holding a Railway Undertaking Licence valid in the territory of one Party is authorised to operate in the territory of the other Party, on the railway network specified in paragraph 2.

(2) Regardless of the origin and/or destination of the services, this Agreement shall apply to cross-border rail services on the railway network between the stations of Calais-Frethun in France and Dollands Moor Freight Yard (for freight) and Ashford International Station (for passengers) in the United Kingdom.

ARTICLE 2

Definitions

For the application of this Agreement:

- a) “Fixed Link” means the Channel Fixed Link as defined in Article 1(2) of the Treaty of Canterbury.
- b) “Licensing Authority” means the body responsible for granting Railway Undertaking Licences within a Member State of the European Union or the United Kingdom.
- c) “Railway Undertaking” means any public or private undertaking issued with a Railway Undertaking Licence, the principal business of which is to provide services for the transport of goods and/or passengers by rail with a requirement that the undertaking ensure traction; this also includes undertakings which provide traction only.
- d) “Railway Undertaking Licence” means an authorisation issued by a licensing authority to an undertaking, by which its capacity to provide rail transport services as a Railway Undertaking is recognised; that capacity may be limited to the provision of specific types of services.

ARTICLE 3

Conditions for Railway Undertakings’ cross-border traffic

(1) Without prejudice to the other necessary requirements for accessing the railway network in order to carry out transport operations, Railway Undertakings holding a valid Railway Undertaking Licence to operate rail transport services within the territory of one Party shall be authorised to operate the type of services authorised by that licence within the territory of the other Party on the railway network specified in Article 1(2).

These Railway Undertakings are not required to hold the additional documentation called “Statement of National Regulatory Provisions” issued under UK law in accordance with Regulation 9 of the Railway (Licensing of Railway Undertakings) Regulations 2005 as amended, or any other document confirming their capacity to provide rail transport services under the applicable law in the UK or France, for services whilst they operate on the railway network mentioned in Article 1(2).

(2) A valid Railway Undertaking Licence for the purposes of paragraph 1 means a licence issued before, on or after the day that this Agreement comes into force in accordance with the legislation specified in paragraph 3, which applies in each Party's territory respectively, provided that licence has not been suspended or revoked.

(3) For the purposes of paragraph 2, the specified legislation means:

- a) In respect of the United Kingdom, the Railway (Licensing of Railway Undertakings) Regulations 2005, as amended up to and including the day that this Agreement comes into force, and
- b) In respect of France, Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European Railway Area (recast), in particular Chapter 3, and the related implementing legislation.

ARTICLE 4

Cooperation and information exchange

(1) The Parties agree to work together to enable the operation of rail passenger and freight services in accordance with the obligations set out in this Agreement.

(2) The Parties agree to keep each other informed within a reasonable timeframe of any proposed amendment to the legislation applicable in their respective territory or other circumstances which may affect the rail services within the scope of this Agreement, particularly where it is likely these will require the amendment of this Agreement. In the event of any difference of opinion on the necessity of an amendment of this Agreement, the Parties shall use their best efforts and shall take any measures they consider necessary in order to resolve their differences.

(3) The Parties agree to cooperate and exchange good practice and useful information, in accordance with the legislation respectively applicable in each Party's territory, between themselves and between their respective Licensing Authorities, so that they may together ensure the satisfactory application of the procedures for the issue and monitoring of Railway Undertaking Licences falling within this Agreement.

(4) Where either Party has concerns or doubts in respect of the validity of a particular Railway Undertaking Licence, the Parties and their respective Licensing Authorities shall cooperate closely, in particular by sharing relevant information, in accordance with the legislation respectively applicable in each Party's territory, to address any doubts or concerns without delay.

ARTICLE 5

Arrangements for amendment of the agreement

Either Party may make a request in writing for the amendment of this Agreement. Any amendment decided on by the Parties shall be adopted by exchange of letters between them and shall come into force under the conditions they jointly determine.

ARTICLE 6

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Agreement shall be settled by means of bilateral exchanges between the Parties and following a timetable set by mutual consent between them.

ARTICLE 7

Temporary Suspension of the Agreement

Each Party reserves the right to take any measures that may be necessary to safeguard its sovereignty or its security, in accordance with international law. In exceptional circumstances, one Party may, in particular, decide to suspend the application of this Agreement for a maximum of one (1) month. That month will commence one (1) week after the date on which notification of the decision to suspend in writing is received by the other Party. At the end of that period, unless recourse has been had to paragraph 2 of Article 8, the Agreement shall once again apply.

ARTICLE 8

Final provisions

(1) This Agreement shall enter into force on the day after the date of receipt of the last notification through diplomatic channels by which the Parties inform each other that they have completed the internal domestic procedures necessary for the Agreement to enter into force.

(2) This Agreement shall remain in force until it is terminated either by mutual consent of the Parties expressed in writing, or by written notification of one Party to the other, in which case termination shall take place six (6) weeks after the date of receipt of such notification. One Party, in particular, may provide notification to terminate this Agreement if it considers that requirements of good repute, financial fitness, professional competence and insurance cover for the civil liabilities of licensed Railway Undertakings within the other Party's territory are no longer adequately ensured by the other Party.

This Agreement has been drawn up in two original copies, each in the French and English languages, both texts being equally authentic.

In witness whereof, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done in two originals/signed at Paris on 15th December 2021 and at London on 11th January 2022.

**For the Government of the United
Kingdom of Great Britain and
Northern Ireland:**

**For the Government of the
French Republic:**

GRANT SHAPPS

JEAN-BAPTISTE DJEBBARI

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