

Attachment No 9 Freight Operator Handbook

Freight Capacity Procurement - Invitation to Tender

For information: The handbook outlines the ticketing process that the Customer will be using with Freight Operators.

Terms used but not defined herein shall have the meaning ascribed to them in the Glossary.

Freight Operator Handbook

Overview

- 1.1 Tickets for the Purchased Capacity will be sold at market rate prices, as specified by the Customer from time to time.
- 1.2 Ticket Purchaser, in this context refers to the logistics providers acting on behalf of Suppliers of Category 1 Goods, whether as an in-house function or a third party.
- 1.3 All Ticket Purchasers will need to register with the relevant Customer as an approved haulier before they are able to book tickets for Purchased Capacity with the relevant Freight Operator. Those who register with the relevant Customer are referred to as Approved Ticket Purchasers.
- 1.4 The tickets will be sold directly by the relevant Freight Operator on their then current Standard Terms of Carriage.
- 1.5 Tickets will be sold on a 'first-come, first-served' basis to all Approved Ticket Purchasers. There will be no priority access or early release granted to Approved Ticket Purchasers.
- 1.6 The Approved Ticket Purchaser will agree to terms associated with the usage of Purchased Capacity as part of the registration process with the Customer. There is no obligation on the Freight Operator to enforce or check if these terms are adhered to when the Purchased Capacity ticket is used, e.g. performing a check on the goods being transported.
- 1.7 The Approved Ticket Purchaser must also comply with the Standard Terms of Carriage which will be the Standard Terms of Carriage of the Freight Operator.
- 1.8 It is the responsibility of the Approved Ticket Purchaser to ensure all relevant documentation required for travel is in order for the Trip. This includes, but is not limited to, customs declarations, Dangerous Goods declarations or ECMT Permit, if required. The Freight Operator may not allow the Approved Ticket Purchaser to travel if they have incomplete paperwork (see also 1.25 below).

Handling ticket bookings

- 1.9 The booking of tickets will be available through the existing ticketing mechanisms offered by the Freight Operator.
- 1.10 At the point of booking, the Approved Ticket Purchaser will need to provide their valid Ticketing Access Code (issued by the Customer), and

the Supplier Access Code(s) (as issued by the Customer) for the relevant Supplier(s) they will be transporting goods for on the Trip.

- 1.11 Once the ticket has been purchased, the contract for the carriage of goods will be between the Approved Ticket Purchaser and Freight Operator, and the relevant terms will be the Standard Terms of Carriage of the Freight Operator. Any issues which would normally be escalated to the Freight Operator should continue to be handled in this way.
- 1.12 Once purchased from the Freight Operator, tickets for the Purchased Capacity cannot be sold on or transferred to other hauliers. Any ticket which is not being used by the Approved Ticket Purchaser should not be accepted by the Freight Operator.
- 1.13 Where a haulier may be sub-contracting work to a different haulier, the sub-contracted haulier itself must register with the Customer to become an Approved Ticket Purchaser.

Booking process checks

- 1.14 The Freight Operator must check the Ticketing Access Code and Supplier Access Code(s) provided at the point of booking, before the booking is confirmed with the Approved Ticket Purchaser. This is an essential part of ensuring that the Purchased Capacity is used for the intended purpose of supporting the continued flow of Category 1 Goods in light of Disruption Events.
- 1.15 The Freight Operator will be responsible for ensuring that the Supplier Access Code(s) and Ticketing Access Code provided at the time of booking are listed within the latest list issued by the Customer.
- 1.16 If any of the listed codes are not valid, the booking should be rejected. If possible, an explanatory note (e.g. code xxxx not recognised) should be sent back to the Ticket Purchaser.

Buffer capacity

1.17 A small proportion of the total Purchased Capacity may be retained for use as buffer capacity. This will be restricted from sale as part of the agreed scheduled release of tickets.

1.18 Buffer capacity should only be sold to the Approved Ticket Purchaser on the specific instruction of the Customer.

Ticket pricing

1.19 All tickets for the Purchased Capacity will be sold at market rate, as instructed by the Customer from time to time.

- 1.20 Any surcharges, e.g. for refrigerated capacity, may still be added on to the ticket price, in line with normal market practice. This information will be provided by the Freight Operator to the Approved Ticket Purchaser at the point of booking or invoicing.
- 1.21 There is no discount available to Approved Ticket Purchasers for the Purchased Capacity, even if they purchase multiple tickets, or if they have any existing arrangement with the Freight Operator.
- 1.22 The payment of tickets will be collected by the Freight Operator according to their standard practice.

Cancellation / Rescheduling of tickets

- 1.23 The refund policy will also be as instructed by the Customer from time to time in accordance with Clause 6.4 of the Call Off Terms and Conditions. Accordingly the policy regarding the cancellation and rescheduling of tickets will also be determined by the Customer, but only to the extent that it would not result in a breach of the Freight Operator's current Standard Terms of Carriage.
- 1.24 If an Approved Ticket Purchaser cancels or reschedules their booking from the Purchased Capacity, the Freight Operator should consider the released ticket to be part of the Purchased Capacity once more.
- 1.25 If the Approved Ticket Purchaser is refused travel due to incomplete paperwork or late arrival at the port or terminal, this should be handled in line with the Freight Operator's Standard Terms of Carriage and to the extent generally applied by it.

2. Additional detail for the Freight Operator

Data flows between the Customer and the Freight Operator

- 2.1 The following sections provide an overview of some of the key information flows between the Customer and Freight Operator. This covers key elements of managing and adhering to the ticketing process outlined earlier in this document. This is not exhaustive and should be read in conjunction with the full Specification of Services provided as part of the invitation to tender (Attachment 10) for the Freight Capacity Framework Agreement.
- 2.2 The Customer will provide the Freight Operator with:
 - A list of approved **Supplier Access Codes** the Ticket Purchaser will need to provide this during the booking process.
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 - The list of Supplier Access Codes and Ticketing Access Codes will be issued (as two separate Excel format files) by the Customer and updated once a day hereafter and must be incorporated into the Freight Operator's ticketing checks within 1 day of receipt.
 - Written instruction or authorisation to allow access to the buffer capacity for the specified Ticket Purchasers where relevant.
 - Written instruction or authorisation to allow the release of specific capacity back to the market (if appropriate).
 - Written instruction or authorisation to cancel Purchased Capacity.
- 2.3 The Freight Operator will provide the Customer with:
 - Daily updates on the sales of tickets.
 - Escalation of any issues with the ticket sales process (e.g. website outage). This should be provided with a resolution plan to inform any comms/handling the Customer may need to develop.
 - Ticketing Access Codes and Supplier Access Codes used within bookings.

• Commodity codes from other documentation provided by the Ticket Purchaser to the Freight Operator, if available.