

APPENDIX 3.2.2

TEMPLATE OF SPECIAL TERMS AND CONDITIONS OF THE CONTRACT ALLOCATING TRAIN PATHS ON THE NATIONAL RAIL NETWORK INFRASTRUCTURE

Timetable xx – Customer xx

BETWEEN

SNCF RESEAU, Société Anonyme (SA), with share capital of €621,773,700, entered on the Bobigny Trade and Companies Register under no. B 412 280 737, with registered headquarters at 15-17 rue Jean-Philippe Rameau 93200 Saint-Denis, represented by (*surname, first name*), Sales Director,

Of the first part,

AND

The non-railway undertaking candidate requesting capacity hereinafter referred to as "**name of the candidate**" or "**the non-railway undertaking candidate requesting capacity**", a company (*legal form*) with a capital of €....., registered in (*City*), under the number....., with registered headquarters at (*address*), represented by (*surname, first name and job title of the signatory*),

On the other hand,

Hereinafter referred to collectively as the "Parties" or individually as a "Party",

The following has been agreed:

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ARTICLE 1. PURPOSE

These Special Conditions (hereinafter referred to as the "present contract") have the purpose of specifying the special administrative, technical and financial conditions for the allocation of train paths to the non-railway undertaking candidate requesting capacity on the national rail network infrastructure.

These special conditions are governed by the general conditions of the train path allocation contract on the national rail network, which together form the Contract.

ARTICLE 2. PERIOD OF VALIDITY OF THE CONTRACT

The validity period of this contract extends to the 2024 timetable, except for the complete settlement of sums due by SNCF Réseau or the non-railway undertaking candidate requesting capacity.

This contract cannot be tacitly renewed.

ARTICLE 3. TRANSPORT SERVICES

The non-railway undertaking candidate requesting capacity declares that this contract applies to the *passenger/freight(*)* transport services it organises on the national rail network.

() Delete where not applicable.*

ARTICLE 4. HANDLING OF CAPACITY REQUESTS

SNCF Réseau ensures the processing of non-railway undertaking candidate requesting capacity requests for capacity under the conditions provided for by the regulations in force, the network reference document and this contract.

ARTICLE 5. CALCULATION METHODS FOR CHARGES

Charges due to SNCF Réseau are calculated in accordance with the regulations in force and the provisions of Chapter 5 of the Network statement of the national rail network.

ARTICLE 6. CHARGE INVOICING TERMS

- **Invoices should be sent to:**

<Client name / Accounts Payable Department>
<Accounts Payable address>
<Email / Tel>
<Accounts Payable company registration number/SIRET>

- **Digitisation of invoicing:**

SIRET : Routing code :	For Chorus Pro, please specify :
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Purchase order required : <input type="checkbox"/> No, <input type="checkbox"/> Yes*, please specify n°..... If you encounter any difficulties: Accounts department email: Invoices email – alternative contact:	SIRET Service code: Legal commitment number: If you encounter any difficulties: Accounts department email: Invoices email – alternative contact:
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*The Customer undertakes to submit the purchase order as soon as the contract is signed. The Customer undertakes to provide all information necessary for electronic invoicing in accordance with the regulations in force and to notify the Supplier without delay of any change to the platform or receipt ID.

SNCF Réseau undertakes to inform the authorised candidate by registered letter with acknowledgement of receipt of the modification of the data communication format, subject to six months' notice, unless the ART recommends, or legislative or regulatory provisions lead SNCF Réseau to reduce this six-month period.

ARTICLE 7. TERMS OF PAYMENT

The non-railway undertaking candidate requesting capacity shall pay the invoices issued by SNCF Réseau in accordance with the conditions laid down in the Network Statement and the General Conditions.

On the payment date, the non-railway undertaking candidate requesting capacity will provide SNCF Réseau with the payment details at the following e-mail address: compta_clients@reseau.sncf.fr

The SNCF Réseau bank details are:

Account holder: SNCF RESEAU péages
Address: PARIS OPERA
Bank code: 30003
Account number: 03620/00020216907
RIB: 50
IBAN: FR76 30003 03620 00020216907 50
BIC ADDRESS SWIFT: SOGEFRPPHPO

The non-railway undertaking candidate requesting capacity 's bank details are as follows: *(to be completed)*

Account holder:
Bank code:
Address:
Account number:
RIB:
IBAN:
BIC:

ARTICLE 8. INVOICE CHALLENGES

The AC may contest invoices issued by SNCF Réseau within six (6) months of their due date, in accordance with the procedure described in Appendix 3.5 of the network reference document.

ARTICLE 9. AMENDMENT

Any modification made to the stipulations of this contract must be the subject of a written amendment, except for the modifications agreed between the Parties and referred to in Articles 6 (address), 7 (bank details) and 10 which are negotiated by exchange of registered letters with acknowledgement of receipt.

ARTICLE 10. EMPLOYEES APPOINTED BY THE PARTIES

For the execution of this contract:

- SNCF Réseau appoints the following person as contact for the non-railway undertaking candidate requesting capacity: *(name, job title, address, telephone/email)*.
- The non-railway undertaking candidate requesting capacity appoints the following contact person for SNCF Réseau: *(name, job title, address, telephone/email)*.

Any exchanges between the Parties can be validly transmitted to the previously designated addresses and persons.

ARTICLE 11. ENTIRETY

The present contract represents all of the obligations of the Parties.

It is expressly stated that all documents and verbal exchanges prior to the entry into force of this contract shall not be used, directly or indirectly, as elements of interpretation or reference for the interpretation of this contract

Drawn up in two (2) original copies, one (1) for each of the Parties.

On

For SNCF Réseau

Sales Director

On

**For the non-railway undertaking
candidate requesting capacity**