

APPENDIX 7.2

NATIONAL CONTRACT FOR THE USE OF PUBLIC DOMAIN SIDINGS BELONGING TO SNCF RESEAU FOR CURRENT USE

Contract reference:

BETWEEN THE UNDERSIGNED:

SNCF RÉSEAU SA, limited liability company with share capital of €621,773,000, entered on the trade and companies register under number 412 280 737, with registered office at 15-17 rue Jean-Philippe Rameau, CS 80001, 93418 LA PLAINE SAINT DENIS Cedex, represented by [...], Rail Company Service Platform Director (PSEF), duly authorised for the purposes hereof,

hereinafter referred to as "SNCF Réseau",

And,

[...] (company name) entered on the Trade and Companies Register of [...] under No. [...] (company registration No. [...]), with registered headquarters at [...], represented by [...], capacity, duly authorised for the purposes hereof,

Hereinafter referred to as "the BENEFCIARY".

SNCF RÉSEAU and the BENEFCIARY being hereinafter referred to as "Parties" collectively and a "Party" individually.

In order to meet the operational needs of users of the national rail network so as to perform their rail activity, SNCF Réseau allows them to use the Sidings to conduct operations linked with their activity.

Any use of the Sidings is governed by the "Contractual Conditions Common to all Contracts for the Use of Service Facilities", by this "National Contract for the Use of Sidings" as well as by one or more "Local Contracts" that come to specify, complete or derogate, where applicable, to the Common Contractual Conditions and this National Contract.

This document constitutes the National Contract for the Use of Sidings belonging to SNCF Réseau.

SNCF Réseau notes that its choice to sign a contract with the BENEFCIARY was motivated in light of the rail activity the latter intends to develop on the siding(s) it has been granted use of. This clearly stated intention of the BENEFCIARY is an essential and determining condition in SNCF Réseau's commitment in its favour.

The terms used in this National Contract are defined in the Common Contractual Conditions. These terms are completed by:

SIDINGS: refers to the commercial sidings (see NS §7.3.5) used by the BENEFCIARY for everyday use only, i.e. stabling sidings and working sidings for operations having a direct link with rail production.

CONTENTS

- I. GENERAL PROVISIONS FOR THE USE OF SIDINGS..... 4**
- Article 1. Legal framework.....4
- Article 2. Compliance with laws and regulations.....4
- Article 3. Applicable documents.....4
- Article 4. Type of provision.....4
- Article 5. Documentation and information.....4
- II. PROVISIONS FOR THE USE OF THE SIDINGS 5**
- Article 6. Conditions for the use of the sidings5
- Article 7. Requirements for the use of the sidings5
- Article 8. Inspection rights.....5
- Article 9. Scheduling the use of the sidings.....5
- Article 10. Entry into force - duration.....6
- Article 11. Release of the sidings by the beneficiary.....6
- III. FINANCIAL PROVISIONS 6**
- Article 12. Use charge6
- Article 13. Invoicing.....6
- Article 14. Settlement.....6
- Article 15. Financial guarantee7
- Article 16. Late payment interests7
- IV. LIABILITY AND INSURANCE 7**
- Article 17. Liability and insurance7
- Article 18. Obligations of the beneficiary in the case of an insurance claim.....7
- V. END OF CONTRACT..... 8**
- Article 19. Termination of the local contract.....8
- Article 20. Release of the premises.....8
- Article 21. Changes to the sidings and their access conditions8
- Article 22. Confidentiality8
- Article 23. Ownership.....8
- Article 24. Modifications.....8
- Article 25. Obligations required as regards defence, public safety and security.....9
- Article 26. Compliance with the applicable regulation9
- Article 27. Concomitant activities in the facilities.....9
- Article 28. Autonomy of the clauses9
- Article 29. Election of domicile.....9
- Article 30. Disputes9

OBJECT OF THE CONTRACT

In order to meet the operational needs of users of the national rail network for the performance of their rail activities, this contract aims to enable its BENEFICIARY to use SNCF Réseau's commercial sidings, such as defined under § 7.3.5.2 of the applicable Network Statement, for a current permanent, recurrent or temporary use, excluding industrial spaces.

I. GENERAL PROVISIONS FOR THE USE OF SIDINGS

ARTICLE 1. LEGAL FRAMEWORK

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 2. COMPLIANCE WITH LAWS AND REGULATIONS

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 3. APPLICABLE DOCUMENTS

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 4. TYPE OF PROVISION

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 5. DOCUMENTATION AND INFORMATION

Refer to the Common Contractual Conditions (Appendix 7.1)

The contact details of the PSEF are:

- Tel.: +33 9 80 98 03 29
- PSEF email address: services.psef@sncf.fr;

Postal address:

12, rue Jean-Philippe RAMEAU
CS 80001
93212 LA PLAINE SAINT DENIS Cedex

Contact details of the accredited or authorised person in charge of the national contract and local contracts on behalf of the applicant:

- name:
- postal address:
- email address:
- Tel.:

II. PROVISIONS FOR THE USE OF THE SIDINGS

ARTICLE 6. CONDITIONS FOR THE USE OF THE SIDINGS

The use of sidings is governed by a local contract between the RU and SNCF Réseau for recurring use. If the local contract has not been entered into (for whatever reason), or if the nature of the requirement is incompatible with simple contracting (one-time and occasional use), the RU must issue a declaration.

In the case of a contractual agreement and based on the nature of the request, SNCF Réseau shall draw up the most suitable contract for the RU to declare his requirements.

In the declaration, the RU undertakes to declare this service to SNCF Réseau for each month M, using the declaration form entitled "sidings declarations" available on request from the PSEF. This form must be sent to SNCF Réseau by e-mail to dmc_valorisation_ventes@reseau.sncf.fr no later than the 20th of the month M+1. When the declaration procedure is applied, no Local Contract is proposed to the user.

For the BENEFICIARY

THE BENEFICIARY formally commits to never use the sidings for any other purposes, nor in other conditions than those set out under the National and Local Contracts concluded with SNCF Réseau, pursuant to Article 7.3.1.1. of the NS.

Any change of activity on the sidings used is forbidden without the prior written agreement of SNCF Réseau.

Use by a subcontractor, agent or representative

The BENEFICIARY may authorise a subcontractor, agent or representative to use the sidings set out in the Local Contracts it has signed, provided said subcontractor, agent or representative complies with the Requirements for the use of the sidings set out below.

ARTICLE 7. REQUIREMENTS FOR THE USE OF THE SIDINGS

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 8. INSPECTION RIGHTS

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 9. SCHEDULING THE USE OF THE SIDINGS

The capacity allocation procedures on sidings for common use are defined in Article 7.3.5.6 of the Network Statement in force.

ARTICLE 10. ENTRY INTO FORCE - DURATION

Entry into force

This contract enters into force:

- Either from the first day of the timetable considered if signed before that date.
- Or from the signature date if signed after the first day of the timetable considered.

End

This contract shall expire on the last day of the timetable considered at the latest.

This contract for the use of sidings cannot in any case be automatically renewed.

ARTICLE 11. RELEASE OF THE SIDINGS BY THE BENEFICIARY

If, during the performance of this contract, the Beneficiary is able to release some siding capacity, it shall inform SNCF Réseau as soon as possible so as to enable the infrastructure manager to reallocate said capacity.

The freeing-up of capacity on sidings must respect a notice period of 30 days before the date of actual release. The release decision is indicated in writing to SNCF Réseau, Rail Company Service Platform Director (PSEF), who shall acknowledge its receipt to the BENEFICIARY.

III. FINANCIAL PROVISIONS

ARTICLE 12. USE CHARGE

The user charges are defined in the local contract on the basis of the elements published in Appendices 7.8 and 7.9 to the Network Statement in force.

ARTICLE 13. INVOICING

The charge is due monthly and in advance, at the beginning of each month throughout the year, starting from the implementation date of the Local Contract. For the period between the date of entry into force and the end of the current calendar month and for the period between the start of the current calendar month and the end of the Local Contract, the BENEFICIARY shall settle the basic monthly charge calculated according to the time of use for the portion of the month.

ARTICLE 14. SETTLEMENT

The BENEFICIARY shall settle invoices issued by SNCF Réseau in accordance with the terms set out in the Network Statement and the General Terms and Conditions.

On the date of payment, the BENEFICIARY shall send details of the payment to SNCF Réseau at the following email address: compta_clients@reseau.sncf. Invoices should be sent

to the following address:

Customer name / Accounts Payable Department
Accounts Payable address
Email / Tel
Accounts Payable company registration number/SIRET

SIRET : Routing code : Purchase order required:: <input type="checkbox"/> No, <input type="checkbox"/> Yes*, please specify purchase order n°.....	For Chorus Pro, please specify : SIRET Service code: Legal commitment number: For contracts within the GPF, please specify: BUPO code:
--	---

General email address for the Accounts Department:

Email address for invoices in the event of a routing issue:

The BENEFICIARY undertakes to inform SNCF RÉSEAU of any change in the invoicing address.

ARTICLE 15. FINANCIAL GUARANTEE

Refer to the Common Contractual Conditions. (Appendix 7.1)

ARTICLE 16. LATE PAYMENT INTERESTS

Refer to the Common Contractual Conditions. (Appendix 7.1)

IV. LIABILITY AND INSURANCE

ARTICLE 17. LIABILITY AND INSURANCE

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 18. OBLIGATIONS OF THE BENEFICIARY IN THE CASE OF AN INSURANCE CLAIM

Refer to the Common Contractual Conditions. (Appendix 7.1)

V. END OF CONTRACT

ARTICLE 19. TERMINATION OF THE LOCAL CONTRACT

Refer to the Common Contractual Conditions (Appendix 7.1)

Reminder:

The Common Contractual Conditions apply for the whole term of the timetable to which they are attached.

The National Contract applies to the category of Service Facility concerning it for the whole term of the timetable to which it is attached.

The Local Contract applies for the duration set out therein.

Refer to the Common Contractual Conditions. (Appendix 7.1)

ARTICLE 20. RELEASE OF THE PREMISES

Upon the expiry of this contract, the BENEFICIARY commits to remove its rolling stock from the sidings used. The provisions of Article VII of the Common Contractual Conditions apply.

ARTICLE 21. CHANGES TO THE SIDINGS AND THEIR ACCESS CONDITIONS

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 22. CONFIDENTIALITY

Refer to the Common Contractual Conditions. (Appendix 7.1)

ARTICLE 23. OWNERSHIP

This National Contract and the Local Implementation Contracts shall in no way confer any real rights on the public domain nor effect any transfer of ownership to the BENEFICIARY.

ARTICLE 24. MODIFICATIONS

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 25. OBLIGATIONS REQUIRED AS REGARDS DEFENCE, PUBLIC SAFETY AND SECURITY

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 26. COMPLIANCE WITH THE APPLICABLE REGULATION

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 27. CONCOMITANT ACTIVITIES IN THE FACILITIES

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 28. AUTONOMY OF THE CLAUSES

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 29. ELECTION OF DOMICILE

Refer to the Common Contractual Conditions (Appendix 7.1)

ARTICLE 30. DISPUTES

Refer to the Common Contractual Conditions. (Appendix 7.1)

Signed in [...], on [...]

As two original copies, one for each of the signatories.

For the **BENEFICARY**

For **SNCF RÉSEAU**