

## APPENDIX 3.2.1

# TEMPLATE FOR THE SPECIAL CONDITIONS OF THE CONTRACT FOR THE USE OF 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*), Deputy Sales Director,

On the one hand,

AND

The railway undertaking RU, hereinafter referred to as "**name of RU**" or "**RU**", (*form of company*) with a capital of ....., registered in (*City*) under number ....., having its registered office at (*address*), represented by (*surname, first name and function of signatory*),

On the other hand,

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

The parties have agreed to the following:

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## CHAPTER I – GENERAL

### ARTICLE 1. PURPOSE

The purpose of these Special Conditions (hereinafter referred to as "this contract") is to specify the special administrative, technical and financial conditions for the use by the railway undertaking of the national rail network infrastructure.

These special conditions are governed by the general conditions of the contract for use of the national rail network, which together form the Contract.

### ARTICLE 2. DURATION OF VALIDITY

The validity period of this contract extends to the 2027 timetable, except for the complete settlement of sums due by SNCF Réseau or the RU.

This contract cannot be tacitly renewed.

### ARTICLE 3. TRANSPORT SERVICES

The RU declares that the Contract applies to its *freight/passenger* transport services (\*) carried out on the national rail network as stated on the safety certificate issued on ..... by the Établissement public de sécurité ferroviaire (EPSF), and any supplements thereto, for which it uses the rolling stock described in the technical files for the application for the safety certificate.

*(\*) Delete as appropriate.*

## CHAPTER II – SERVICES FOR THE IUSE OF THE NATIONAL RAILWAY NETWORK INFRASTRUCTURE

Services for using the national rail network infrastructure are provided to the requesting railway undertaking under the conditions set out in the regulations in force, the network statement (particularly chapters 2 and 5), where applicable the passenger station statement, the General Terms and Conditions and the clauses below.

### ARTICLE 4. SUPPLY OF ELECTRICAL POWER

#### **1/ The RU chooses SNCF RÉSEAU as its traction power supplier:**

The annual price per kWh is set out in Appendix 5.4 of the NS.

The RU is billed monthly based on the consumption, measured by DECOFER and/or estimated by ORES.

The membership and cancellation procedures are listed in chapter 5 of the NS.

In the event of termination, the RU shall inform SNCF Réseau by registered letter with acknowledgement of receipt sent to the person designated in Article 11.

OR

**2/ The RU does not choose SNCF RÉSEAU as its traction power supplier and declares that it has:**

- contracted a billing service with Réseau de Transport d'Electricité (RTE) on (date) ..... ,
- appointed a balance manager;
- designated the infrastructure manager(s) ..... to remotely read the electricity metering and transmit the relevant data to RTE (if the infrastructure manager responsible for remotely reading the electricity metering is not RTE).

The membership and cancellation procedures are listed in chapter 5 of the NS.

**ARTICLE 5. CANIF BADGE COORDINATOR**

The "CANIF badges" representative for the RU is: (name, job title, telephone, email).

## CHAPTER III - METHODS OF INVOICING AND PAYMENT OF CHARGES FOR USE OF THE NATIONAL RAIL NETWORK (MAIN LINES)

**ARTICLE 6. INVOICING AND PURCHASE ORDER**

- **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 :
Purchase order required:: <input type="checkbox"/> No, <input type="checkbox"/> Yes*, please specify n°.....	SIRET Service code: Legal commitment number:
If you encounter any difficulties: Accounts department email: Invoices email – alternative contact:	If you encounter any difficulties: Accounts department email: Invoices email – alternative contact:

\*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 shall provide with each invoice the detailed supporting documents, for which the specimen is described in the document "Description of Detailed Support Documents (JD) and Specific Support Documents (JP), version 1.2.1" given to the Railway Undertaking. These documents will be available on a secure website.

SNCF Réseau undertakes to notify the railway undertaking, by registered letter with acknowledgement of receipt, giving six months' notice, of any change to the format for submitting Detailed Supporting Documents (JD) and Specific Supporting Documents (JP), unless the Transport Regulatory Authority issues recommendations, or unless legislative or regulatory provisions require SNCF Réseau to shorten this six-month period.

The address of this site and the access codes will be sent by SNCF Réseau by e-mail to the RU contact designated below:

Surname/First name: *(to be completed)*

Email: *(to be completed)*

## ARTICLE 7. TERMS OF PAYMENT

The Railway Undertaking 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 RU shall provide SNCF Réseau with the payment details at the following email address: [compta\\_clients@reseau.sncf.fr](mailto:compta_clients@reseau.sncf.fr)

**The SNCF Réseau bank details are:**

Account holder: SNCF RÉSEAU péages

Address: PARIS OPERA

Bank code: 30003

Account number: 03620 00020216907

RIB: 50

IBAN: FR76 30003 03620 00020216907 50

BIC ADDRESS SWIFT: SOGEFRPPHPO

**The RU's bank account details are the following:** *(To complete)*

Account holder:

Address:

Bank code:

Account number:

RIB:

IBAN:

BIC ADDRESS SWIFT:

No discount will be granted for payment before the payment deadline.

## ARTICLE 8. CONTESTING OF INVOICES

The RU may contest invoices issued by SNCF Réseau within one (1) year of their due date, in accordance with the procedure described in Appendix 3.5 of the network reference document.

## CHAPTER IV - MISCELLANEOUS

### ARTICLE 9. AMENDMENTS

Any modification made to the stipulations of the Contract must be the subject of a written amendment, except for modifications agreed between the Parties and referred to in articles 6 (address, contact), 7 (bank details) and 10, which shall be dealt with by an 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 RU:** (to be completed)  
*(name, job title, address, telephone/email).*
- **The RU appoints the following contact person for SNCF Réseau:** (to be completed)  
*(name, job title, address, telephone/email).*

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

### ARTICLE 11. INTEGRALITY

The Contract expresses all of the obligations of the parties.

Expressly, all documents and verbal exchanges prior to the Contract coming into force may not be used, either directly or indirectly, for the interpretation of the Contract.

Drawn up in two original copies, one for each of the Parties.

**Date**

**For SNCF Réseau**

Group Business Development Director

**Date**

**For the RU**