

## **APPENDIX 3.6.1**

### **USE OF FREIGHT YARDS**

- PORTFOLIO AND**
- CONTRACTUAL FRAMEWORK**

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# FOREWORD

## Object, publication and validity of the document

This document relating to freight yards is intended to define the nature and conditions for the provision, by SNCF Réseau, of freight yards to candidates, as per Article L.2122-11 of the Transport Code and in accordance with Decree No. 2003-194 amended by Decree No. 2015-1040 of 20 August 2015 on access to the railway network and Decree No. 2012-70 amended by Decree No. 2016-1468 on access to the service facilities connected to the rail network and to the services and service provisions provided by the service facilities operators and laying down various provisions in terms of rail transport in force as of the date of publication of this portfolio for the 2018 timetable.

This document is published annually, in accordance with the provisions of Article 17 of Decree No. 2003-194 (amended) in force as of the date of publication of this document.

This service portfolio only applies to the freight yards described in Appendices 8.1.1 and 8.1.2 for the 2019 timetable. It may be revised, where necessary, after it has entered into force, in the event of legal or regulatory changes or in light of decisions from the Railway and Road Regulation Authority (ARAFER). The updated document will be available on the SNCF Réseau website and on the Plateforme de Services aux Entreprises Ferroviaires website.

## Contact for ordering and implementation of the regulated services

### Contact for ordering the regulated services

**The Plateforme de Services aux Entreprises Ferroviaires (Service Platform for Railway Undertakings – PSEF)** is the candidate's contact for all of the services described in this document.

The PSEF is the body responsible for:

- Registering requests and orders from candidates
- Preparing and concluding contracts,
- Monitoring contracts.

Candidates must contact the PSEF **in writing** (letter or email) when requesting any information concerning the services, and when ordering any services.

Any requests made via other contacts within SNCF Réseau will not be taken into consideration.

#### **SNCF Réseau - Plateforme de Services aux Entreprises Ferroviaires**

174, avenue de France

75013 PARIS

Telephone: +33 1 53 94 95 45

Email: [services.psef@sncf.fr](mailto:services.psef@sncf.fr)

Website: <http://www.psef.sncf-reseau.fr/>

The PSEF shall not replace the operational contacts required to perform the services or access the freight yards.

## Contact for the implementation of the regulated services

SNCF Réseau and the candidates shall exchange the list of their respective contact persons (local manager, operations coordinator, etc.).

It must be possible to contact the appointed contact persons for the entire duration of the contractual relationship and they must be able to work in French (written and spoken).

Candidates must notify the PSEF, and vice versa, if contact persons change, in accordance with the conditions defined in the contract agreed between themselves and SNCF Réseau for the service concerned.

It is appropriate to specify that the operational contacts provided as part of the contract must also be able to contact SNCF Réseau at all times. If this is not the case, it is appropriate to notify the PSEF of this, so that it can provide the necessary contacts as soon as possible.

## The PSEF website

### Aim of the website:

The PSEF website is intended for candidates using or intending to use the national rail network who wish to ask SNCF Réseau for access or a service on its freight yards.

It includes all useful documentation for each timetable.

### Updating principle:

The SNCF Réseau portfolio in terms of freight yards is updated on the PSEF website each time the Network Statement is updated in this regard.

Short-term information (for example, works resulting in the temporary unavailability of a facility) which does not require that the Network Statement be changed is provided in the form of a news item on the PSEF website (see below).

### Free news subscription service:

For information, the PSEF website allows users to register for subscription on the site by entering a name and email address into the box "Alert'infos subscription" (Inscription Alert'infos) at the bottom of the menu on the left. After this, each time the news is updated on the site an information email is sent out.

## Glossary and abbreviations used in this document and in its appendices

**Candidate:** A railway undertaking or an international grouping of railway undertakings or other persons or legal entities, such as competent authorities and shippers, freight forwarders and combined transport operators, with a public-service or commercial interest in procuring infrastructure capacity.

**FY:** Freight yards

**Local operating document:** This is a document produced and managed by the operator. For each site, it specifies the SNCF Réseau facilities available and their characteristics and the local conditions.

**Network Statement (DRR):** This is a document drawn up by SNCF Réseau in application of Article 17 of the French Decree No. 2003-194 amended by Decree No. 2015-1040 of 20 August 2015 on access to the rail network, broken down into six chapters and determining the terms and conditions for access to the railway infrastructure.

**RU:** All private or public sector undertakings holding a licence and safety certificate in compliance with the requirements of the legislation in force, and whose main activity is that of providing rail freight and/or passenger transport services, such undertakings also providing traction as a matter of obligation; this term shall also extend to those undertakings that only provide traction.

**JPI:** Joint Prior Inspection (obligatory visit under the Labour Code to identify any risks associated with concurrent activity on a site).

**RS:** Rolling stock

**PSEF:** Plateforme de Services aux Entreprises Ferroviaires;

1. body within SNCF Réseau, the candidate's contact point for all requests for services required that are not provided by third parties.
2. As such, the PSEF is responsible for interfacing with candidates for access to SNCF Réseau service facilities with regard to candidate rights of access.

**NRN:** National rail network; the composition of the NRN is established by Decree No. 2002-1359 of 13 November 2002 establishing the composition of the national rail network.

**SNCF Réseau:** EPIC responsible for the management of the infrastructure of the national rail network (NRN), referred to in Article L.2111-9 of the Transport Code.

# DETAILS OF THE PORTFOLIO FOR THE USE OF FREIGHT YARDS

## 1. Description of the service facilities and regulated services

### 1.1. Service facilities

SNCF Réseau is the owner of freight yards, hereinafter referred to simply as "yards". The candidates or their sub-contractors may only use these freight yards for the services set out in § 1.2 below.

The list of the "yards instantly accessible" and their technical characteristics is given in Appendix 8.1.1 of the Network Statement.

The freight yards described in Appendix 8.1.2 must be subject to a prior analysis of their condition to evaluate their condition and the potential costs and time line for their restoration, before they can be used again. In addition, a candidate wishing to use one of these sites is requested to contact the PSEF as far in advance of the date of the desired first use of these facilities as possible, with a view to obtaining the information that will be required (verification of the technical characteristics, analysis of the condition of the yard, etc.). At all events, for the reasons given above, the deadlines guaranteed for the freight yards in Appendix 8.1.1 cannot apply to these yards.

### 1.2. Le Transshipment

The use of a freight yard consists of allowing candidates to use the railway tracks and adjacent land comprising one or more road accesses for the transshipment of freight during contractually-binding time slots.

### 1.3. Other services provided on freight yards

These services, incidental to transshipment, are offered, taking the respective transshipment operations of the different candidates on the site into account.

1.3.1 Stabling services on sidings may be offered, in addition to the provision of facilities for transshipment operations, to railway undertakings who have requested them, and where the facilities and the situation allow or require them.

Stabling is an operation that can be performed after consultation; however it must be remembered that transshipment operations take priority over stabling. Local implementation contracts drawn up for the use of each site requested specify, where necessary, these uses.

1.3.2 Rescheduling timetable slots: the candidate may request that timetable sections already allocated be rescheduled (adding a timetable section or shifting a timetable section to anticipate or respond to a problem).

## 2. Conditions for the provisions of yards by SNCF Réseau to candidates

Access to the yards' facilities is subject to the conclusion of a contract, duly signed before the start of the service. This contract is part of the ordering process described in § 3.

### 2.1. Contract conditions between the candidate and SNCF Réseau

The contractual framework allowing a candidate to access the freight yards of a given site is made up of a national contract and a local contract. Before any entry to a site, the candidate must have returned the signed national contract and the local implementation contract for the site in question to the PSEF.

In the event of entry or use of SNCF Réseau's facilities without regular authorisation (i.e. contract in force or prior written authorisation in case of emergency), the offender is liable to prosecution and penal sanctions of six (6) months imprisonment and a fine of € 3,750 pursuant to Article L.2242-4 of the Transport Code, and in particular under the provisions of paragraph 5 which prohibit: "the entering, running on or standing on those parts of the railway or its dependencies which are not assigned to public traffic without regular authorisation ...".

The contract (consisting of the national contract and local contracts) includes appendices and operational and/or technical documents which are provided on registration.

Before first entering the site, the candidate, accompanied by SNCF Réseau shall take part in:

- an introductory visit to the site, during which a Prior Joint Inspection can be carried out. At the request of the candidate, the prior visit may be carried out before he files his formal request for the use of the facilities. The local contract is then modified correspondingly,
- the establishment of a joint entry inventory.

During the introductory visit, SNCF Réseau and the candidate shall inform each other of all the information relevant to the performance of the services (specific requirements of the candidate, name of the candidate's contact persons, site opening hours, etc.) and to risk prevention. The SNCF Réseau representative shall communicate all of the operational and/or technical documents, including the local operating document valid for the site, ensuring the safe use of the SNCF Réseau facilities and equipment.

A prevention plan is drawn up by the candidate if, over and above the safety rules set out in this technical and/or operational documentation, special measures need to be taken specifically to handle conflicting hazards associated with the activity of SNCF Réseau staff on the site.

If the contract is renewed and the operating conditions of the site or the candidate production processes are not changed, it is not necessary to perform a new risk analysis. The parties undertake to inform each other of any such changes.

The candidate undertakes to inform SNCF Réseau immediately of the use of any service providers or sub-contractors that may access the yards and to usefully involve them in the risk analysis process (site visit, exchanges regarding the processes, provision of documents, etc.).



## 2.2. Conditions of use

On the site, the candidate shall be obliged and shall oblige any service providers, sub-contractors or customers likely to access the yards to comply with the regulatory provisions in force and with all safety documents that apply to the facility. As a result, the candidate shall be obliged to inform them of all relevant information before they begin operation on the yards.

The candidate undertakes to respect the timetable sections allocated or the scheduling mechanisms provided for in the contract. At the end of each period for which the yards are provided, no property used by the candidate (and/or by any service providers, sub-contractors or customers likely to access the yards) may be left on the yards.

The candidate undertakes to use the yards that are subject to the contract in such a way that they only withstand normal wear in relation to the activity performed. If deterioration is noticed for which the candidate or any company or person operating on the yard on its behalf is liable, the work to restore the yard to its original condition shall be invoiced to the candidate.

In an emergency, particularly in the event of an accident or any kind of failure meaning that the yards are temporarily out of use or for any other incident preventing their use under normal safety conditions, SNCF Réseau may forbid the use of the yards, without notice, for the time required to restore their working condition or until the operative event halting road or rail operation has been eliminated. SNCF Réseau shall notify the candidate of this state of affairs and in such cases, shall do its utmost to offer a replacement solution to the candidate where this is possible.

## 3. Conditions for ordering the service

The language applicable for all dealings or contact, whether written or oral, shall be French. In particular, documents exchanged between the candidate and SNCF Réseau must be written in French, where required in the format(s) requested by SNCF Réseau.

### 3.1 Two stages of ordering

The service is ordered in two stages:

- Signature of the national contract,
- Signature of a local implementation contract.

#### Conditions for signing the national contract

The request can be made at any time and at the latest, at the same time as the first request for a local implementation contract for the timetable (see § 2 of the order process below). In order to do this, the candidate must:

- 1) Inform the PSEF in writing (letter, email, etc.) of the subject of the request ("request for a national contract of use of freight yards") and provide all data or information relevant to its processing, such as the information indicated on the memorandum available on the PSEF website (<http://psef.sncf-reseau.fr/>);

- 2) Keep the acknowledgement of receipt from PSEF (sent as an email) confirming that the request has been registered and/or, where necessary, provide any additional information required by the PSEF to ensure the request is correctly processed;
- 3) Validate its request by returning the signed national contract to the PSEF within one month of receipt, for which the PSEF will have previously sent out a draft stipulating the conditions for the organisation and performance of the service for the use of the facilities concerned.

### **Conditions for signing the local implementation contract**

Any candidate's request for use of facilities is made by submitting an order form, correctly filled in, to the PSEF (provided as an appendix to the national contract or available on the PSEF website). It is necessary to make a request for each site.

Every order form received is subject to a special study by the services of SNCF Réseau, generating a period of investigation before the draft contract is sent by the PSEF to the candidate. The request processing period is one month.

Once the order has been processed by the PSEF, a local implementation contract is sent out to the candidate. The candidate has one month from the date of dispatch of this document to return the local implementation contract to the PSEF by RLAR. If this does not happen, the facilities in the order shall be considered available and may be reserved by other candidates.

### **Confidentiality with regard to negotiations**

The SNCF Réseau staff responsible for processing requests for services and their performance comply with the confidential nature of information of an industrial or commercial nature that they receive from the candidate. Moreover, this obligation has been hardened. On the 25<sup>th</sup> of April 2017, SNCF Réseau adopted and implemented a confidential information management plan, in accordance with the French Decree No. 2015-139 of 10 February 2015 on the confidential nature of data held by the railway infrastructure manager and on the ethics committee for the rail transport system.

Conversely, the same requirement is imposed on the candidate which would have to be familiar with information of the same nature.

However, if a candidate wishes to formally cover its pre-contractual exchanges with the PSEF, it may ask the PSEF to sign a confidentiality agreement.

## **3.2. Type of offer**

Depending on the requirements of the candidates, two types of offer are put forward:

- The "*confirmed*" offer is based on the determination of timetable day(s) and time slots confirmed as allocated to the candidate once the contract has taken effect. The latter timetable sections can be adapted (shifted, added) upon request from the candidate subject to the availability of the facility,
- The "*open*" offer is based on the candidate having the option to request the use of yards three working days in advance, but with no guarantee that these yards will be available on the requested date (a maximum of 10 timetable sections per month).
-

### 3.3. Ordering process

<p><b>1. Registering a candidate's request for a national contract by SNCF Réseau (PSEF)</b></p> <p>The candidate shall send its request for a national contract to the PSEF by any means using <b>the order form</b> available on the PSEF website, with the list of the elements required by SNCF Réseau to process the request. The national contract is sent within five working days and the candidate has one month to sign and return it.</p>
<p><b>2. Registering a candidate's request for a location implementation contract by SNCF Réseau (PSEF)</b></p> <p>The candidate shall send its request for a local implementation contract to the PSEF using <b>the order form appended to the local contract</b>, with the list of the elements required by SNCF Réseau to process the request. The PSEF registers the request once its completeness has been verified.</p> <p><i>N.B.: This step maybe performed at the same time as step 1.</i></p>
<p><b>3. Contract offer from SNCF Réseau (PSEF) to the candidate</b></p> <p>The PSEF shall send the candidate <b>a draft local contract</b> within a maximum of one month.</p>
<p><b>4. Signature of the contract by the candidate</b></p> <p>From the date the draft contract is sent out by SNCF Réseau, the candidate shall have a maximum period of one month to examine and accept this draft. Beyond this date, the offer is no longer valid. If the candidate accepts the draft contract from SNCF Réseau, it shall return it, dated and signed, to the PSEF. This return must take place at the latest eight (8) calendar days before the intended date of first use.</p> <p>If there is no signed contract, the candidate shall not be allowed access to the terminal.</p>
<p><b>5. Presentation site visit, implementation of the risk analysis process for the site and inventory (joint or otherwise)</b></p> <p><i>N.B.: The facilities visit may, at the request of the candidate, take place before the local contract is ordered.</i></p>
<p><b>6. Performance of the service</b></p>

### 3.4. Contract renewal

With regard to requests to renew the national contract, it is recommended the candidates proceed with their request, where possible, three (3) months before the date on which the contract expires, in order to ensure that their file is processed.

# APPENDIX: 2019 NATIONAL CONTRACT FOR THE USE OF FREIGHT YARDS FOR TRANSSHIPMENT OPERATIONS

*(following page)*



**2019 NATIONAL CONTRACT**

**USE OF FREIGHT YARDS**

**FOR TRANSSHIPMENT OPERATIONS**

*PSEF reference:*

BETWEEN THE UNDERSIGNED:

**SNCF Réseau**, a public industrial and commercial undertaking set up by Act of Parliament 97-135 of 13 February 1997, entered on the trade register under No. B 412 280 737, with registered headquarters at 15-17, rue Jean-Philippe Rameau, CS 80001, 93418 LA PLAINE SAINT DENIS Cedex, represented by Jean LORIN, as PSEF Director,

Hereinafter referred to as "**SNCF Réseau**",

First party,

**AND**

**The company [name]**, with registered office at [address], entered in the trade register of [city] under number [number], and represented by [name], [job title], duly authorised for the purposes hereof

Hereinafter referred to as "**the candidate**",

Second party,

SNCF Réseau and the candidate are individually referred to as a "*party*" and collectively as "*the parties*".

In view of Decree No. 2003-194 amended by Decree No. 2015-1040 of 20 August 2015 relating to access to the railway network, amended by Decree No. 2015-1040 of 20 August 2015 relating to access to the railway network,

In view of Decree No. 2012-70 of 20 January 2012 relating to passenger stations and to other service infrastructures on the rail network amended by Decree No. 2016-1468 of 28 October 2016 on access to the service facilities connected to the rail network and to the services and service provisions provided by service facility operators and laying down various provisions in terms of rail transport,

*In view of the Administrative order of [date] authorising [name] to perform the activity of a railway undertaking,*

*In view of the safety certificate issued by the EPSF on [date],*

In view of Appendix 3.6.1 of the Network Statement "Use of freight yards" in force,

*The company [name], holding the licence and the safety certificate indicated above, has indicated its desire to access the transshipment facilities owned by SNCF Réseau, listed and described in Appendices 8.1.1 and 8.1.2 of the Network Statement, allowing the transfer from wagons to trucks and vice versa, and to sign together with SNCF Réseau the national contract for the use of this type of facility, the terms and conditions of which are the object of this document. This national umbrella contract shall be supplemented by local implementation contracts corresponding to the requested sites.*

**IT IS UNDER THESE CONDITIONS  
THAT THE PARTIES HAVE AGREED THE FOLLOWING:**

## I. GENERAL PROVISIONS

### 1. Definitions

**Production problem:** any event not due to force majeure arising in the 48 hours before the start of the timetable section scheduled for the use of the facilities and likely to shift the arrival of the candidate.

**Contract for the use of a transshipment facility:** all the rules regulating the use of an SNCF Réseau freight yard by a candidate, as defined in Article 3 of these conditions.

**Local implementation contract:** contract for the use of transshipment facilities agreed pursuant to this document and applicable on a given site. Its validity may not exceed the validity of this national contract.

**Freight yards:** SNCF Réseau freight yards listed and described in the Network Statement in force, characterised by one or more tracks located within the grounds of the site, together with adjacent areas and the access to them.

**Local operating document:** local document produced and managed by the operator of the site, specifying, for this site, the SNCF Réseau facilities available and their characteristics and the local conditions.

**Working days:** Monday to Friday, excluding French national holidays.

**RLAR:** registered letter with acknowledgement of receipt.

**Rolling stock (RS):** railway or road traction unit and/or wagon.

**Plateforme de Services aux Entreprises Ferroviaires (Service Platform for Railway Undertakings) or PSEF:** body, within SNCF Réseau, responsible for the commercialisation of certain services offered in France to railway undertakings and candidates, excluding services provided in passenger stations.

### 2. Purpose

This national contract aims to allow the candidate to use the facilities made available for transshipment as defined in § 6.1 of this contract, the implementation framework for which is provided in Appendix 3.6 of the Network Statement in force, and a copy of which is held by the candidate.

RS stabling uses may be offered, in addition to the transshipment service, to candidates who have requested them, where the facilities and the situation allow or required them. Local implementation contracts drawn up for the use of each site requested specify, where necessary, these uses.

### **3. Contractual documents**

The use of a freight yard is regulated, in decreasing order of priority, by:

1. The Network Statement in force, and specifically Appendix 3.6.1 "Use of freight yards";
2. These conditions and their appendices (which make up the national umbrella contract);
3. the local implementation contract and its appendices;
4. the local operating document and where necessary, the prevention plan;
5. any technical documents.

Any reference to the contract for the use of a transshipment facility is understood to be a reference to all of the documents indicated above.

The version of this contract signed by the parties (for the documents requiring signatures) takes priority over all of the documents and correspondence previously exchanged between the parties.

### **4. Scope of application**

This document is a national contract applicable for all the facilities listed in Appendices 8.1.1 and 8.1.2 of the Network Statement in force.

### **5. Obligations relating to the documentation and information**

The contact details of the PSEF are:

- Tel.: +33 1 53 94 95 45
- PSEF email address: [services.psef@sncf.fr](mailto:services.psef@sncf.fr);
- Address: 174, avenue de France 75013 PARIS

*The contact details of the candidate are:*

- *Address:*
- *Email address:*
- *Tel.:*

The contact details of the contact persons for the two parties for each site are provided in the relevant local implementation contract.

If meetings need to be held, they may be called at the initiative of either party. The party calling the meeting must send out an agenda at least one week in advance and produce minutes of the meeting which must be signed by the parties.

Each party shall inform the other of all the information required to ensure the effective implementation of the contract and the local implementations contracts. In particular, each party shall undertake to inform the other in writing (email, letter) of any event or fact likely to affect the execution of this contract or the local implementation contracts.

The documents exchanged between the parties shall be written in French and provided in the format(s) requested by SNCF Réseau, usually those used by the latter to perform the national contract and local implementation contracts.



With regard to the above, the candidate may request the documentation concerned in a format that it is able to use (paper or electronic submission). SNCF Réseau shall issue a favourable response where possible.

All documentation or information required for the execution of these conditions and the local implementation contracts is provided by the parties free of charge, unless otherwise stipulated in one of these contracts or in Appendix 3.6.1 of the Network Statement in force.

## **6. Nature and conditions of the service**

### **6.1 Identification of the services**

The service of providing a freight yard for transshipment purposes consists of allowing the candidate to use one (or more) track(s), the adjacent land required for transshipment and its road access in order to move from rail transport to road transport and vice versa.

All storage of equipment or freight is forbidden under this contract on SNCF Réseau premises, excluding the time strictly required for the transshipment operation recorded in the definition of the timetable sections. The candidate and/or its possible service providers, sub-contractors or customers are under no circumstances authorised to implement work, construction or facilities on SNCF Réseau premises under this contract. If the candidate should be obliged by law (in particular by labour laws) to provide facilities for its staff close to the facilities under the contract, it shall approach the PSEF to examine the options to meet these requirements.

SNCF Réseau additionally offers the services for scheduling/rescheduling described in § 6.2.

### **6.2. Scheduling**

For each facility, the candidate chooses between a "confirmed" offer (reservation of timetable days and time slots set from the moment the local implementation contract is signed, with the option to make changes under certain conditions) and an "open" offer (reservation possible until D-3). This choice is indicated on the local order form and recorded in the local implementation contract for the yard requested.

- *The "confirmed" offer* allows the candidate to reserve the timetable sections for use defined in the local contract, which are then allocated on a confirmed basis and Invoices.

Outside of these reserved timetable sections, the candidate may request the use of the facilities in question either by requesting that a timetable section be shifted or by requesting that the facilities be provided for a timetable section of the same length, limited to ten additional timetable sections each month. The facilities are then made available to the candidate for the requested duration, subject to the prior approval of SNCF Réseau according to the following scheduling process:

The candidate sends an email to the PSEF at [services.psef@sncf.fr](mailto:services.psef@sncf.fr) requesting that the facilities be provided on a certain date with a notice period of at least three working days before the desired date, with the subject line: **[reference of the local contract]** – request for open scheduling", and specifying whether an additional provision is required or a timetable section needs to be shifted.

SNCF Réseau examines the request and responds positively or otherwise (depending on the expected availability of the facilities) by email. If the response is positive, the provision is effective and invoiced.

This modification offer is limited to ten timetable sections per month.

- *The "open" offer* allows the candidate to wait until three working days in advance before committing. The RU requests the use of a timetable section for the desired facilities according to the following process:

The candidate sends an email to the PSEF at [services.psef@sncf.fr](mailto:services.psef@sncf.fr) requesting that the facilities be provided on a certain date with a notice period of at least three working days before the desired date, with the subject line: **[reference of the local contract]** – request for open scheduling", and specifying whether a new provision is required or a scheduled timetable section needs to be shifted.

SNCF Réseau examines the request and responds positively or otherwise (depending on the expected availability of the facilities) by email. If the response is positive, the provision is effective and invoiced.

This offer is limited to ten timetable sections per month.

If necessary, invoices as described in Article 10 shall be issued for actions performed at the request of the candidate involving shifting a scheduled timetable section, scheduling an additional provision, and managing a production problem.

At the end of each period for which the facilities are provided, no property used and/or no merchandise handled by the candidate (and/or by any service providers, sub-contractors or customers likely to access the facilities) may be left on the facilities subject to the local contract.

In the event that SNCF Réseau should notice the presence on its facilities, subject to a local contract, of rolling stock or of property used by the candidate and/or by any service providers, sub-contractors or customers likely to access the facilities outside the contractual hours, SNCF Réseau, after having requested that the candidate remove the said property, may remove or provide for the removal of the property in question at the expense of the candidate. It shall inform the candidate of the location to which its property has been moved; SNCF Réseau cannot be held responsible for ensuring the protection of the said property. This operation shall be invoiced to the candidate.

Facilities may be used by other candidates. As a result, the facilities subject to the local implementation contract in question must be left clean at the end of each timetable section of use so that they can be used correctly.

In the event that SNCF Réseau should notice that the candidate has caused any dirt or deposits to be left (fluid spills, transported material that has fallen while being unloaded, etc.) that prevent the proper use of these facilities, it may clean them or have them cleaned. This operation shall be invoiced to the candidate.

### **6.3. Conditions for operating the facilities**

The candidate is obliged to only use RS compatible with the facilities as per the provisions of the local operating document. It undertakes to provide proof of its compliance with this obligation on request.

Only the candidate is authorised to access the facilities subject to a local implementation contract. However and by way of derogation, any sub-contractors, service providers or customers of the candidate may access the facilities under its responsibility.

The candidate shall be obliged and shall oblige any service providers, sub-contractors or customers likely to access the facilities to comply with the regulatory provisions in force and with the local operating document.

For the entire duration of the candidate's presence on the SNCF Réseau facilities, the RU is obliged to apply the regulatory provisions in force on the site and to comply with any instructions given by the SNCF Réseau manager or his appointed replacements.

The operation of manually operated points required to set the different routes towards the facilities used by the Railway Undertaking must be handled by it, under its responsibility, by staff members who have been duly authorised to perform these tasks according to the rules specified in the operational documentation provided.

The candidate shall assume the responsibility for ensuring the security of its property.

The facilities are maintained by SNCF Réseau. However, the candidate is responsible for cleaning the facilities (for example, clearing the facilities of snow, thawing the devices that the candidate needs to operate, removing dead leaves), and this must be performed by the candidate when required, to allow the use of the facilities by the candidate in the contracted timetable sections.

#### **6.4 Supervisory rights**

At all times and in all places, without necessarily giving advance notice and as part of the tasks conferred on SNCF Réseau, and specifically as the owner, by the laws and regulations of the public rail sector, duly qualified members of the SNCF Réseau workforce as well as any other person or entity it has authorised may intervene on its facilities to ensure that the candidate is indeed respecting its obligations, particularly those related to the safety of the facilities and the special conditions for access as defined in Articles 6.2 and 6.3 and in the application contract. SNCF Réseau may exercise this supervisory right at any point of the entire duration of the service.

The candidate shall inform its staff and any service providers of this supervisory right and shall ensure that SNCF Réseau, or any entity it has authorised to carry it out, is able to exercise this right.

The observations noted during these supervisory visits are communicated to the candidate by SNCF Réseau by registered letter with acknowledgement of receipt. The candidate may respond in writing within a period of one month from the date of receipt of the letter.

### **7. Provisions prior to access to the facilities**

Before any access, the candidate must submit an order to the PSEF for the use of each facility desired using the order form (available on the PSEF website). It is necessary to submit an order for each site. Orders received in any format other than the order form or incomplete orders shall not be processed. Once the order has been processed by the PSEF, a local implementation contract is sent out to the candidate. The candidate has one month

from the date of dispatch of this document to return it to the PSEF by RLAR. If this does not happen, the facilities subject to the draft local implementation contract submitted shall be considered available and may be reserved by other candidates.

Once the local implementation contract has been signed and returned, and before any access to the facilities of a site, the candidate must be presented the facilities on the site by SNCF Réseau. During the presentation site visit, a joint prior inspection may be performed. A prevention plan is drawn up if, over and above the safety rules set out in this technical and/or operational documentation, special measures need to be taken specifically to handle conflicting hazards associated with the activity of SNCF Réseau staff on the site.

The candidate may only access the facilities subject to a local implementation contract once the prevention plan, where required, has been drawn up and signed.

The candidate may only access the facilities once the local operating document for the site has been handed over to it and a receipt has been issued.

The candidate may only access the facilities subject to a local implementation contract once two copies of a joint inventory have been drawn up by the RU and SNCF Réseau or its service provider under this contract or preceding contracts relating to the same facilities. Each party shall have a copy signed by both parties.

SNCF Réseau shall notify the candidate by email of the date and time of the site visit, the JPI and the inventory with a notice period of five working days from the date of dispatch. If the candidate is not present for the inventory, it shall be sent the report of the inventory by registered letter with acknowledgement of receipt and this shall be authoritative.

However, if the local implementation contract is renewed immediately and the operating conditions of the site or the candidate's production processes are not changed, the candidate shall be able to use the facilities without requiring another site visit, JPI or the performance of an inventory. Derogations from this principle may be incorporated in the local implementation contract at the request of the candidate.

## **8. Provisions applicable at the end of the local implementation contract**

At the end of the local implementation contract, an exit inventory shall be performed by SNCF Réseau or its service provider and may, if necessary, result in an invoice for any work that may be required to restore the facilities to their original condition, subject to their normal wear which will not be borne by the candidate. However, if the local implementation contract is renewed, the exit inventory shall not be performed until the date that the candidate stops using the facilities. Any work required to restore the facilities may be charged to the candidate if it is proven that it is responsible for the deterioration.

If the candidate refuses to perform a joint inventory at the end of the local implementation contract after being offered two dates, SNCF Réseau shall perform this inventory with a bailiff, after having informed the candidate of the date and time of this inventory by RLAR. All of the costs associated with this process shall be invoiced to the candidate, together with any work required to restore the facilities.

If restoration work is necessary and if the cost of this work is estimated to be more than twenty thousand euros, SNCF Réseau undertakes to consult at least two service providers and shall choose the service provider according to the "best bidder" rule (based on both quality and price).

## **II. FINANCIAL ASPECTS**

### **9. Rates**

The rate for the service is defined in the local implementation contract on the basis of the elements published in Appendix 6.3.1 of the Network Statement in force, with the exception of yards accessible after diagnostics.

### **10. Invoicing and payment**

#### **10.1. Invoicing**

Invoices shall be sent out by mail.

For "confirmed" contracts, the charge is due monthly and in advance, at the beginning of each month throughout the year, starting from the date at which the local implementation contract comes into force. 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 implementation contract, the candidate shall settle the basic monthly charge calculated according to the time passed for the portion of the month. In the event that a timetable slot is shifted, additional timetable slots are ordered or problems are handled, this shall be invoiced in arrears.

For "open" contracts, the charge is due monthly and in arrears. If a scheduled timetable section for an open contract or an additional timetable section for a confirmed contract is cancelled more than three working days before the intended implementation date, only the scheduling costs shall be invoiced. If the notice period is less than three days, the timetable section shall be invoiced.

In the context of a local implementation contract containing a confirmed section and an open section, invoicing is divided up and organised according to the rules specified above. If necessary, the local implementation contract shall specify this point.

## 10.2. Settlement

### 10.2.1. Settlement date

Invoices are payable within forty days of issue (date shown on the invoice). Settlements are paid by bank transfer to a bank account shown on the invoice or by direct debit. SNCF Réseau will not grant a discount for early settlement.

### 10.2.2. Direct debit

In order to facilitate the collection of all the amounts owed by the candidate to SNCF Réseau under the contract, the candidate may authorise SNCF Réseau, or any person whom it may have authorised to represent it, to withdraw all the amounts due to SNCF Réseau from its bank account when they are due.

On the day the contract is signed, the candidate shall provide SNCF Réseau with a SEPA (European) direct debit mandate, correctly filled in and signed (see Appendix 3 of the contract).

The candidate shall ensure that there is a sufficient balance in its account to meet the withdrawals. The withdrawal shall take place on the date on which the invoice is due.

If this commitment is not met, with the result that a sum is not paid by its normal due date, the amount due shall bear interest at the contractual rate of default interest as defined in Article 10.3 of the contract. Furthermore, the candidate shall bear the charge for the rejection of the direct debit.

In the event of a change of banking information, the candidate undertakes to inform SNCF Réseau of its new bank details fifteen (15) days before the next due date.

Given the irrevocable nature of the direct debit mandate provided by the candidate, any objection by the candidate to the said withdrawal shall result in the implementation of Articles 10.2.3 and 10.3 of the contract, which may in turn result in the rightful termination of the contract under the conditions specified in Article 17 below.

### 10.2.3. Financial security

#### *10.2.3.1 Provision of the financial security*

A security deposit or a bank guarantee on first demand shall (if necessary) be provided by the candidate to SNCF Réseau within eight (8) calendar days of the receipt of the request, in the event that non-payment attributable to the candidate is detected.

This is characterised by the non-payment (in full or in part) of an invoice by the deadline, followed by a lack of corrective payment within eight (8) calendar days of the day on which the formal notice is received.

If the financial security is not provided within the deadlines stipulated, the local contract may be rightfully terminated.

The candidate may choose to:

- ✓ Pay as a security deposit, by cheque, giro or bank transfer to an bank account held by SNCF Réseau (details provided in Appendix 4 of this contract), an amount specified in the local contract and calculated on the basis of one (1) month of invoicing; this deposit shall be remunerated at the EONIA rates, with interest due at the end of every month. The candidate shall specify into which account it wishes this to be paid.
- ✓ Provide a bank guarantee on first demand from a well-known financial institution, included in the latest version of the list of credit institutions bound by the French Monetary and Financial Code and with headquarters in France, for the duration of the local implementation contract increased by two months and as security for an amount specified in the local implementation contract and calculated on the basis of one (1) month of invoicing.

If the candidate decides to provide a bank guarantee on first demand, it must use the template specified in Appendix 5 of this contract and produce the original of the bank guarantee on first demand.

The correction of the non-payment(s) and the provision of the financial security by the candidate determines the continuation of the contract, which may be suspended as a result of the candidate failing to meet its obligation to pay for the service.

The candidate may replace one security for another at any time.

#### *10.2.3.2 Implementation of the financial security*

In the event of non-payment, SNCF Réseau may rightfully implement the financial security, i.e. call on all part of the amount guaranteed in the bank or withdraw all or part of the amount provided as a deposit, insofar as the amount remains unpaid, even after a formal notice, sent to the candidate by registered letter with acknowledgement of receipt, remains unheeded for five (5) calendar days from the date of receipt.

#### *10.2.3.3 Updating the amount of the financial security*

If non-payment has forced SNCF Réseau to implement the financial security, the candidate undertakes to immediately refresh the amount of the financial security to the level initially established or to provide a new financial security to SNCF Réseau within one (1) month of the date on which the guarantor made payment or the sum provided as a deposit was withdrawn. If the financial security is not refreshed or renewed within the deadline stipulated above, the contract may rightfully be terminated.

#### *10.2.3.4 Returning the financial security*

At the end of the contract and subject to the full payment of invoices, SNCF Réseau shall return (where necessary):

- Either the bank guarantee against a receipt within a maximum of one (1) month;
- Or (in the event of a security deposit in a bank account), the amount in the bank account, including the remuneration of the deposits net of the applicable bank, social and tax charges within a maximum of one (1) month.

### 10.3. Late payment and non-payment

If settlement is not made with the deadline stipulated, the candidate shall be liable to SNCF Réseau for interest for late payment. Interest for late payment is rightfully due from the day following the settlement date shown on the invoice, without the necessity of a reminder.

In accordance with the provisions of Article L441-6 of the French Commercial Code, the rate to be used for the calculation is the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten percentage points, this sum not being less than three times the legal rate of interest.

The interest for late payment is calculated as follows:

$$I = M \times T \times N/A$$

- I represents the interest for late payment
- M represents the tax settled late
- T represents the interest rate
- N the number of days the payment is delayed inclusive, between the date payment is made and the deadline for payment + 1 day
- A represents the number of days in the calendar year

Invoices for interest for late payment are due on receipt.

However, an additional ten days, from the date the invoice is issued to account for the sending of the invoice, is granted for settlement.

### 10.4. Complaints

Any complaint relating to the execution of this contract must be sent to SNCF Réseau in accordance with the procedure described in Appendix 7 of the Network Statement in force.

In the event of compensation being due from SNCF Réseau, it shall be paid following the signature of a compensation agreement between SNCF Réseau and the candidate.

Payment of compensation shall represent the single and final settlement for all the prejudice suffered by the candidate. In return for the payment of such compensation, the candidate shall renounce all another claims or legal action in connection with the particular occurrence.



### III. IMPLEMENTATION OF LIABILITY

#### 11. Liability between the parties

Each party shall assume liability under ordinary law for injury or property damage they have caused to third parties, including the customers of the candidate or other candidates that may be present on the site.

The parties to this contract shall under no circumstances replace the other party in the execution of the obligations that it has contractually agreed regarding third parties.

##### **11.1 Liability of SNCF Réseau with regard to the candidate**

###### - Conditions in which liability shall be incurred

SNCF Réseau shall assume liability for injury or property damage caused to the candidate if the damage is attributable to its fault or to the fault of any person for whom it is liable.

Specifically, SNCF Réseau undertakes to reimburse the candidate the amounts that the RU may have had to pay to one or more of its staff members due to damage caused by its fault or the fault of any person for whom it is liable.

###### - Limits of liability:

SNCF Réseau shall under no circumstances assume any liability for immaterial damage such as financial or commercial prejudice, loss of customers, commercial inconvenience, increases in costs and overheads, loss of profits, damage to brand image and operating losses that could result from accidents or damage suffered by the RU.

##### **11.2 Liability of the candidate with regard to SNCF Réseau**

###### - Conditions in which liability shall be incurred

The candidate shall assume liability for injury or property damage caused to SNCF Réseau if the damage is caused by its fault or the fault of any person for whom it is liable or by something that is in its custody, or if it result from non-compliance with the conditions for the use of the facilities as specified in this contract.

The candidate undertakes to reimburse SNCF Réseau the amounts that SNCF Réseau may have had to pay to one or more of its staff members due to damage caused by its fault or the fault of any person for whom it is liable.

It should be noted that any use of the facilities by the candidate outside of the contractually agreed timetable sections and any use of the facilities of sites other than those which are subject to a local implementation contract is improper use and constitutes a fault.

The candidate undertakes to use the facilities allocated in such a way that they only withstand normal wear in relation to the activity performed.

#### - Limits of liability:

The candidate shall under no circumstances assume any liability for immaterial damage such as financial or commercial prejudice, loss of customers, commercial inconvenience, increases in costs and overheads, loss of profits, damage to brand image and operating losses that could result from accidents or damage suffered by SNCF Réseau.

#### **12. Transport of dangerous goods and exceptional consignments**

The transport of dangerous goods and exceptional consignments are forbidden on the facilities without the exceptional and formal authorisation of SNCF Réseau. The terms "exceptional consignment" and "dangerous goods" shall be understood in the meaning established in the Network Statement in force.

#### **13. Insurance or equivalent measures**

The candidate shall undertake to take out and maintain insurance cover throughout the duration of the contract, or an equivalent measure to that imposed under a railway undertaking licence, to meet the requirements specified by its railway operator's licence, in order to cover it against all the financial consequences of its liabilities in relation to SNCF Réseau or third parties in the execution of this contract.

#### **14. Hardship clause**

If the economic, political, financial or technical conditions that prevailed at the conclusion of the national contract or a local implementation contract should have changed such that the balance of the contract is upset, new conditions that are satisfactory for both parties shall be negotiated. If no agreement can be reached in the two months following notification by the injured party to the other party requesting the negotiation of the new conditions, the injured party may terminate this contract immediately, without this termination giving rise to compensation.

This clause applies equally to the local implementation contracts.

### **IV. MISCELLANEOUS PROVISIONS**

#### **15. Entry into force and duration**

This contract shall enter into force on 10 December 2017, subject to the signature of both parties or on the day when the second signature is affixed in the event that the parties do not sign the contract at the same time.

This contract shall expire on 08 December 2018.

Three (3) months before the expiry of this contract, the candidate shall approach the PSEF to agree a contract for the use of SNCF Réseau transshipment facilities for a new period; the candidate shall have no right to tacit renewal of this contract.

## **16. Intuitu personae and transfer**

It shall be expressly agreed between the parties that this contract and the local implementation contracts have been concluded taking into account the nature, the personality, the reputation and the financial situation of the candidate.

Any substantial modification of the commercial, legal or financial situation of the candidate must be made known to SNCF Réseau immediately.

This contract may not be transferred, totally or partially, against payment or otherwise by either party without the prior written approval of the other party.

Any transfer shall be subject to a prior written additional clause defining the conditions and procedure of the said transfer.

The transferor shall be liable for all invoices regarding services that have been provided before the date the contract is transferred.

Non-compliance with the stipulations of this article shall rightfully terminate this contract.

As an exception to the stipulations of this article and subject to notifying the candidate at least 45 days in advance, SNCF Réseau may transfer all or part of this contract to a company which it controls within the meaning of Article L. 233-3 of the Commercial Code. From the date of the transfer, this company shall replace SNCF Réseau in the exercise of its rights and obligations as they arise under this contract.

This clause applies equally to the local implementation contracts.

## **17. Suspension and cancellation of this contract and the local implementation contracts**

17.1. In the event of serious or repeated failure on the part of one of the parties to the contract to meet any one of its essential obligations under the laws and regulations in force or under the terms of the contract, the other party may serve notice by means of a registered letter with acknowledgement of receipt demanding that an end be put to such failure within a maximum of 15 days and that all measures be deployed to ensure that such behaviour not recur.

If at the end of this period the situation has not been put to rights or if suitable arrangements have not been adopted to this end, the other party may rightfully terminate the contract, without prejudice to all the damages and interest it may be entitled to claim.

17.2. This contract shall be rightfully terminated by SNCF Réseau, in full or in part, by means of a registered letter with acknowledgement of receipt, without prejudice to all the damages and interest or the complete settlement of the sums due it may be entitled to claim and without the candidate being entitled to compensation, in the following cases:

- for the railway undertaking, loss of its railway operator's licence or safety certificate;
- if the candidate is in a situation of cessation of payments or judicial liquidation - in application of Article 10.3 of this contract, non-payment of the charges due for the use of freight yards.

17.3. The candidate may also terminate the contract, by means of a registered letter with acknowledgement of receipt, if it no longer wishes to use the freight yards, subject to the provision of one month's notice and the complete settlement within this period of the sums due to SNCF Réseau on the date on which such termination shall take effect.

## **17b – Force majeure and similar events**

A case of force majeure shall be any irresistible, unpredictable event outside the control of the parties to the contract, making it impossible for one or the other of them to fulfil its obligations in full or in part.

Moreover, within the meaning of these general conditions, the following events shall be deemed to explicitly constitute events that are similar to cases of force majeure:

- accidental occurrences (such as fire, explosion, collision with road vehicles, suicides and attempted suicides, collisions with people or animals on railway property, etc.) or acts of wilful or criminal damage (sabotage, vandalism, etc.) ascribable to third parties;
- natural disasters or weather-related phenomena (frost, snow, heat waves, floods, storms, etc.) of an intensity and/or on a scale deemed exceptional by comparison with normal conditions in metropolitan France;
- any strikes among the personnel of the railway and action taken on such occasions. Other than in cases falling into the context of force majeure as recognised by the Cour de cassation (Court of Justice) in its judgement dated 11 January 2000 (appeal no. 97-18215), the candidate and SNCF network will not be allowed to use strikes among the members of their own workforce as an argument to escape from their obligations under this contract;
- measures taken or demanded by the public authorities for reasons linked with national defence, public or civil safety or by the judicial authorities or the fire and emergency services, and the inconvenience caused by their operations.

The parties to the contract shall incur no liability and shall have no obligation to repair the damage suffered by one or the other because of failure to perform or deficient performance of all or part of their obligations, if such failure to perform or deficient performance is due to the occurrence of an event falling into the category of force majeure or a similar event.

The contractual obligations that cannot be performed because of a case of force majeure or a similar event shall therefore be suspended throughout the duration of the said event.

The party reporting a case of force majeure or a similar event shall be obliged to deploy all the resources at its disposal to limit the scale of the event and its duration. Any party which, by action or omission, has aggravated the consequences of the event shall only be entitled to invoke the event with respect to those effects that would have occurred, if such action or omission had not taken place.

If a case exonerating a party from its obligations lasts for more than one month and if it affects the execution of the contract in its entirety, either party may terminate the contract, without the other party being entitled to compensation of any sort, by sending the other a registered letter with acknowledgement of receipt. Termination shall come into effect on expiry of a period of 15 calendar days from the date on which the said letter was despatched. In the event that the contract is not affected as a whole by the event, the Parties shall come together to determine in good faith which obligations may be considered to be terminated and the concrete conditions governing this termination.

## **18. Changes to the facilities and their access conditions**

### **18.1. Construction, development and scheduled maintenance**

SNCF Réseau may, in order to carry out construction, development or maintenance work on the yards or tracks belonging to it, temporarily become unable to perform all or part of a local implementation contract.

If this work will significantly disrupt the execution of the local implementation contract, SNCF Réseau undertakes to warn the candidate as soon as it is aware of its schedule, before starting the work, and to inform it of the likely duration of the work. Together with the candidate, SNCF Réseau shall endeavour to find a solution, where this is possible in terms of the technical and economic schedule, that minimises the impact for all the candidates.

No compensation may be claimed by the candidate from SNCF Réseau because of the unavailability of the tracks during this work.

### **18.2. Unscheduled restoration**

In the event of a failure that prevents the safe use of all or part of a yard or track, SNCF Réseau may suddenly be obliged, without notice, to close off access or to forbid its use for the time required to restore its condition. SNCF Réseau shall inform the candidate as soon as it is aware of the situation and shall ensure that it considers possible solutions with the RU.

Except in the case of duly proven fault on the part of SNCF Réseau and duly justified injury to the candidate, no compensation may be claimed from SNCF Réseau because of unscheduled works to restore the facilities to working order. If agreement cannot be reached between the parties, the candidate may submit a request for an amicable settlement in accordance with Article 27 of this contract.

### **18.3. Temporary closure of the yard or one of its constituent parts**

Under exceptional circumstances, specifically at the request of the police or in the event of proven danger to the safety of people or property, all or part of a yard or a track may be closed. SNCF Réseau shall inform the candidate as soon as it is aware of the situation and shall ensure that it considers possible solutions with the RU.

Except in the case of duly proven fault on the part of SNCF Réseau and duly justified injury to the candidate, no compensation may be claimed from SNCF Réseau because of unscheduled works to restore the facilities to working order. If agreement cannot be reached between the parties, the candidate may submit a request for an amicable settlement in accordance with Article 27 of this contract.

## **19. Confidentiality**

Without prejudice to the exchange of information strictly necessary between SNCF Réseau and the candidates as part of the meetings held to draw up this contract, both SNCF Réseau and the candidate undertake not to disclose to any third party, in any form, spoken or written confidential information, regardless of the medium (specifically, paper, electronic or digital storage device).

"Confidential information" shall be taken to mean:

- The content of the contract;
- Any document or information disclosed by a party during the period of validity of the contract, regardless of the medium (verbal, written, digital, etc.), including, without limitation, all information, documents or data whether economic, technical, commercial, operational, strategic or other in nature, concerning the activity, customers, operational processes or methods, current or future of the candidate and of SNCF Réseau and any disputes that might arise between the parties regarding this contract and its execution, and any document or information labelled as such by either party.

Both for the service ordering phase and the execution of the contract and for the two (2) years following the expiry of the contract (regardless of the reason), the parties mutually undertake, with regard to confidential information received from the other party:

- (i) to protect them and keep them strictly confidential;
- (ii) not to disclose them to third parties without the explicit prior written consent of the other party;
- (iii) only disclose to member of their staff (employees, subsidiaries or service providers, including subcontractors) to whom this disclosure is necessary for the execution of the contract;
- (iv) to limit their use to what is strictly required for the execution of the contract obligations.

Therefore, the parties shall take all necessary steps to ensure that their employees, managers, administrators, personnel and service providers that may have knowledge of confidential information as part of their duties are informed of this requirement for confidentiality and comply with its content.

All confidential information communicated between the parties, regardless of the format and medium, shall remain the property of the disclosing party.

These provisions shall not apply to information which:

- i. has fallen into the public domain (through no fault of the recipient);
- ii. was already known to the recipient in good faith before being communicated as part of the contract. This knowledge must be proven by the existence of appropriate documents within the recipient's files;
- iii. has been disclosed to a third party or a public authority in accordance with legal or regulatory requirements or in execution of a court order. Specifically, the duty of confidentiality shall not apply in the event that the information or the document is revealed to exercise its rights or claims before the Railway and Road Regulation Authority, the competition authority or any other court.

## **20. Ownership**

These provisions and the local implementation contracts shall in no way constitute real rights in the public domain nor effect a transfer of ownership to the candidate.

## **21. Modification of the national contract and the local implementation contracts**

This contract and the local contracts may only be modified by means of an amendment signed by a representative of each party, duly authorised to this effect.

In the event that the legislative and regulatory framework is modified or if there is an arbitration or judicial settlement, the parties undertake to introduce, where required, any adaptations required to this contract and the local contracts.

However, in the event that the provisions of the Network Statement in force concerning the use of freight yards are modified, the parties undertake to introduce, where required, any adaptations required to this contract and the local contracts.

If the decisions mentioned above should be cancelled, in whole or in part, the applicable provisions shall revert to those initially in place before modification.

Once the local implementation contract is signed, SNCF Réseau may still develop, where required, the local operating document and any technical documents depending on the applicable legal and regulatory provisions, including the provisions of the Network Statement.

## **22. Obligations laid down in connection with defence, public safety and security**

SNCF Réseau may have to modify or suspend the execution of this contract or a local implementation contract in application of the Transport Code, the Defence Code or any other applicable text.

As part of the security policy for the sites on which the facilities subject to this contract are located, the candidate shall assume responsibility for organising the security of its staff, customers and property. Staff of the police services and the gendarmerie shall have jurisdiction to take any action on behalf of SNCF Réseau.

In the cases listed under Article L.2221-2 of the Defence Code and according to the provisions of Article L.2223-12 et seq. of the same Code, and when required in the interests of national safety and security, SNCF Réseau may have to provide the services governed by this contract to the national defence and safety authorities requiring them as a priority.

Similarly, in situations in which national safety, national security or public health are at stake, particularly due to law enforcement operations, disruptions to the execution of the stipulations of this contract may be caused; these are beyond the control of SNCF Réseau, which shall do its utmost to fulfil to the best of its ability its obligations under this contract.

Each party shall be responsible for its obligations towards the administrative, legal, and military authorities and the police. It shall keep abreast of the security measures that may be imposed on it by the public authorities, particularly with regard to anti-terrorist or health measures.

The candidate acknowledges and accepts that SNCF Réseau may temporarily suspend, where required, the execution of all or part of this contract or a local contract, or may implement staff-manned access controls for certain facilities in order to fulfil its obligations.

SNCF Réseau may in particular be obliged to take special security measures, on a permanent or temporary basis, potentially at the express request of the public authorities, with regard to the protection of people, facilities or sensitive rolling stock, specifically requiring the implementation of staff access controls. The candidate undertakes to comply with the measures in question.

The candidate shall provide, where required, its support to help meet the requirements of the authorities.

By express agreement between the parties, no legal action or claim whatsoever may be initiated or formulated by either of the parties in the event that the execution of this contract or a local contract is suspended or modified to meet the obligations imposed in connection with defence, public safety, security or public health. A lack of knowledge of these obligations shall not excuse either party of any violation.

### **23. Compliance with environmental, social and railway regulations**

The candidate undertakes to take all necessary measures to ensure compliance with, in particular, the applicable environmental regulations and the safety obligations for railway operation, specifically on the site on which the facilities are located.

The candidate must ensure that its staff and any person attending facilities subject to a local implementation contract at its request are aware of and strictly comply with the applicable regulations concerning traffic and stabling on SNCF Réseau premises, as well as the authorised itinerary and the particular safety provisions specified in the local operating document.

The candidate must also comply, where necessary, with any order or instruction issued by the movements operative responsible for the operational management of rail movements entering or leaving the site on which the facilities are located.

The candidate shall not be entitled to claim any compensation for damage or disruption resulting from its non-compliance with any of these rules.

### **24. Concomitant activities on the facilities**

The capacity of freight yards is limited. As a result, and taking SNCF Réseau's obligations regarding access to freight yards into account, the timetable sections allocated to the candidate under the local contracts are allocated on a temporary basis.

In the event that new candidates wish to access the facilities subject to a local implementation contract, and the new requests are incompatible with the timetable sections still available, all players present and wishing to be present on these facilities shall enter into negotiations with the aim of agreeing a new distribution of the facilities and the timetable sections for their use that satisfies all players. The candidate undertakes to participate in these negotiations when requested to do so by SNCF Réseau.

In the absence of a satisfactory conclusion to the negotiations, SNCF Réseau may terminate the local implementation contract in question by RLAR with a notice period of seven days from the date of submission and offer, as the facilities manager, the candidate a new local implementation contract with new timetable sections; the timetable sections whose actual use has been proved by the candidate shall remain allocated to the candidate in this new contract, unless the candidate has agreed to the modification of the allocated timetable sections.



## **25. Autonomy of the clauses**

In the event that one of the provisions of the contract or of a local implementation contract appears contrary to the applicable legal or regulatory provisions, including the Network Statement chapter "Use of freight yards", or if one of the provisions has been found to be invalid by a competent court, all other provisions shall remain fully in force and shall continue to take effect, unless the execution of the contract becomes impossible.

## **26. Address for service**

The candidate and SNCF Réseau elect the address of their registered office as domicile for all written correspondence, unless stipulated otherwise. If there is a change in the delegate(s) and/or bank, address, email or telephone details, the candidate is obliged to inform the PSEF by registered letter with acknowledgement of receipt, or by any other means permitting confirmation of receipt, respecting a notice period of 15 days.

## **27. Disputes**

### **27.1 Applicable law and language**

This contract and the local implementation contracts are subject to French law. All written or oral exchanges between the parties and in particular, technical exchanges relating to operational problems associated with the application of this contract, shall be made in French.

In the event of translation, only the French version shall be legally binding.

### **27.2. Disputes between the parties**

#### *27.2.1. Settlement of disputes via conciliation or court procedures*

Any disputes arising between the parties in the course of the execution of this contract for the use of a transshipment facility may be resolved through a conciliation process provided that the dispute does not concern the level of the charges for using the freight yards and without any prejudice for one or the other party having recourse to emergency procedures in order to protect its rights or to appeal to the Railway and Road Regulation Authority.

A conciliation process is initiated with a registered letter with acknowledgement of receipt addressed to the other party.

The chosen conciliators must be natural persons who are impartial to both parties and who present guarantees of their independence and professionalism, with each party then appointing one such person, unless they agree on a single conciliator, in which case such a conciliator shall act with the costs shared.

In the event that the conciliation process should fail, the matter may be initiated, when appropriate, to the Paris courts to examine the disputes, irrespective of the number of defendants or introduction of third parties, even in the event of urgent referrals or emergency injunctions.

#### *27.2.2 Appeals to the Railway and Road Regulation Authority (ARAFER)*

The appeal procedures mentioned above shall not prevent one or other of the parties from lodging an appeal with the relevant railway regulation authority.

Signed in \_\_\_\_\_, on \_\_\_\_\_

in two original copies, initialled on each page.

For SNCF Réseau,	For the Railway Undertaking,
<b>Jean LORIN</b> <i>PSEF Director</i> <i>Seal</i>	<b>Name</b> <i>Position</i> <i>Seal</i>

## APPENDIX 1: LOCAL ORDER FORM

*Available on the PSEF website and blank version printable  
(<http://www.psef.sncf-reseau.fr/pages/bons-de-commande>)*

## APPENDIX 2: CONTACT DETAILS FOR THE CONTACT PERSONS APPOINTED BY THE TWO PARTIES FOR THE CONTRACT


### CANDIDATE

Bodies/Addresses	Name/Job title	Contact details

### SNCF RÉSEAU

<b>Plateforme de Services aux Entreprises Ferroviaires (PSEF)</b> 174, avenue de France 75013 PARIS - FRANCE	<b>PSEF</b> <i>(open 8 am to 5 pm from Monday to Friday, excluding French national holidays)</i>	<b>+331 53 94 95 45</b> <b><u>services.psef@sncf.f</u></b> <b>r</b>
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# APPENDIX 3: SEPA DIRECT DEBIT MANDATE

<b>MANDAT de Prélèvement SEPA</b>		
Référence Unique du Mandat	A P S F 0 0 0 0 0 0	
<small>En signant ce formulaire de mandat, vous autorisez (A) {NOM DU CREANCIER} à envoyer des instructions à votre banque pour débiter votre compte, et (B) votre banque à débiter votre compte conformément aux instructions de {NOM DU CREANCIER}.</small>		
<small>Vous bénéficiez du droit d'être remboursé par votre banque selon les conditions décrites dans la convention que vous avez passée avec elle. Une demande de remboursement doit être présentée : dans les 8 semaines suivant la date de débit de votre compte pour un prélèvement autorisé, et vos droits concernant le présent mandat sont expliqués dans un document que vous pouvez obtenir auprès de votre banque.</small>		
Veillez compléter les champs marqués *		
Votre Nom	* ..... 1	
Votre adresse	* ..... 2	
	* Numéro et nom de la rue ..... 3	
	* Code Postal ..... 4	* Ville ..... 4
	* Pays ..... 4	
Les coordonnées de votre compte	* ..... 5	
	* Numéro d'identification international du compte bancaire - IBAN (International Bank Account Number) ..... 6	
	* Code international d'identification de votre banque - BIC (Bank Identifier code) ..... 6	
Nom du créancier	* S N C F R E S E A U ..... 7	
I.C.S	* F R 6 9 C M L 5 1 9 5 6 1 ..... 8	
	* 15/17 RUE JEAN PHILIPPE RAMEAU CS 80001 ..... 9	
	* 9 3 4 1 8 ..... 10	* L A P L A I N E S T D E N I S C E D E X ..... 10
	* Code Postal ..... 11	
	* Pays ..... 11	
Type de paiement :	* Paiement récurrent / répétitif <input checked="" type="checkbox"/> Paiement ponctuel <input type="checkbox"/> ..... 12	
Signé à	* ..... 2 JJ MM AAAA ..... 13	
Signature(s) :	* Veuillez signer ci-dessous : <div style="border: 1px solid black; height: 50px; width: 100%; margin-top: 5px;"></div> ..... 13	
<small>Note: Vos droits concernant le présent mandat sont expliqués dans un document que vous pouvez obtenir auprès de votre banque.</small>		
<b>Informations relatives au contrat entre le créancier et le débiteur - fournies seulement à titre indicatif.</b>		
Code identifiant du débiteur	..... 14	
Contrat concerné	..... 15	
<small>Les informations contenues dans le présent mandat, qui doit être complété, sont destinées à n'être utilisées par le créancier que pour la gestion de sa relation avec son client. Elles pourront donner lieu à l'exercice, par ce dernier, de ses droits d'oppositions, d'accès et de rectification tels que prévus aux articles 38 et suivants de la loi n° 78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés.</small>		
A retourner à :	Zone réservée à l'usage exclusif du créancier	
SNCF Réseau - Plateforme de Services aux Entreprises Ferroviaires 174, Avenue de France 75013 PARIS		

## APPENDIX 4: BANK DETAILS OF SNCF RESEAU

SNCF Réseau's bank account details are the following:

Account holder: SNCF RESEAU péages

Domiciliation: PARIS OPERA

Bank code: 30003

Account number: 03620 00020216907

RIB: 50

IBAN: FR76 30003 03620 00020216907 50

BIC-ADDRESS SWIFT: SOGEFRPPHPO

# APPENDIX 5: TEMPLATE OF A BANK GUARANTEE PAYABLE ON FIRST DEMAND

**BANK GUARANTEE PAYABLE ON FIRST DEMAND**

The undersigned (*name, first name or business name, legal status, registered office, number and place of registration*)

.....  
 .....

hereby undertakes, irrevocably and unconditionally, on its own behalf and on behalf of (*name, first name or business name, legal status, registered office, number and place of registration of the instructing party*)

.....  
 .....

to pay **SNCF RÉSEAU**, a public industrial and commercial undertaking, entered under No. B 412 280 737 on the Bobigny trade register, with registered headquarters at 15-17 rue Jean-Philippe Rameau, CS 80001, 93418 La Plaine Saint-Denis Cedex, independently of the legal validity and effects of the contract of ..... dated ....., on first demand, according to the conditions below and without asserting any exceptions or objections arising from the said contract or from any related dispute, any amount up to a maximum of (*maximum amount of the guarantee in figures and letters*) ..... euros.

Modification or removal of factual or legal relations or links that may exist as of this day between ourselves and the originator, may not discharge us from the present guarantee. All the provisions of the present undertaking shall retain their full effect, irrespective of any change in the financial or legal status of the originator.

The request for payment must be sent to us by registered letter with acknowledgement of receipt testifying that the requested amount is owed by the debtor.

Our guarantee will be reduced by each payment made by us under this guarantee.

We shall bear all the costs of this guarantee and its continuations.

This guarantee is governed by French law. For the interpretation and execution of this document, the Paris Commercial Court shall be competent.

Signed in ..... on .....

Signature of the guarantor *preceded by the handwritten phrase: "to guarantee on first demand (in figures and letters)*..... euros".