

## **APPENDIX 3.2.2**

# **MODEL OF SPECIAL TERMS AND CONDITIONS OF THE CONTRACT ALLOCATING TRAIN PATHS ON THE INFRASTRUCTURE OF THE NATIONAL RAIL NETWORK**

BETWEEN

**SNCF RESEAU SA**<sup>1</sup>, entered on the Bobigny Trade and Companies 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 Arnaud Sohier, Sales Director,

Of the first part,

AND

The authorised candidate AC, hereinafter referred to as “**name of the candidate**” or “**the AC**”, a company (*legal form*) with a capital of €....., registered in (*City*), under the number....., with registered headquarters at (*address*), represented by (*surname, first name and job title of the signatory*),

On the other hand,

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

The following has been agreed:

---

<sup>1</sup> As of 1 January 2020, SNCF Réseau will become a public limited company with public capital. The Infrastructure Manager shall remain a public industrial and commercial undertaking during the 2020 timetable between 15 December 2019 (at 00:00) and 31 December 2019. This change of legal form does not affect in any way the provisions of these Special Terms and Conditions to the contract for the use of the infrastructure.

# CONTENTS

- ARTICLE 1 - PURPOSE ..... 4
- ARTICLE 2 - PERIOD OF VALIDITY OF THE CONTRACT ..... 4
- ARTICLE 3 - TRANSPORT SERVICES ..... 4
- ARTICLE 4 – HANDLING OF CAPACITY REQUESTS ..... 4
- ARTICLE 5 – CALCULATION METHODS FOR CHARGES..... 4
- ARTICLE 6 - CHARGE INVOICING TERMS..... 4
- ARTICLE 7 - TERMS OF PAYMENT ..... 5
- ARTICLE 8 - INVOICE CHALLENGES ..... 5
- ARTICLE 9 - AMENDMENT ..... 5
- ARTICLE 10 - EMPLOYEES APPOINTED BY THE PARTIES ..... 5
- ARTICLE 11 - ENTIRETY ..... 6

## **ARTICLE 1 - PURPOSE**

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

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

## **ARTICLE 2 - PERIOD OF VALIDITY OF THE CONTRACT**

The validity period of this contract extends to the 2020 timetable, except for the complete settlement of sums due by SNCF Réseau or the AC.

This contract cannot be tacitly renewed.

## **ARTICLE 3 - TRANSPORT SERVICES**

The AC declares that this contract applies to the *passenger/freight\** transport services it organises on the national rail network.

*\* Delete where not applicable.*

## **ARTICLE 4 – HANDLING OF CAPACITY REQUESTS**

SNCF Réseau ensures the processing of AC requests for capacity under the conditions provided for by the regulations in force, the network reference document and this contract.

## **ARTICLE 5 – CALCULATION METHODS FOR CHARGES**

Charges due to SNCF Réseau are calculated in accordance with the regulations in force and the provisions of Chapter 6 of the Network statement of the national rail network.

## **ARTICLE 6 - CHARGE INVOICING TERMS**

Invoices are sent to the AC at the following address:

*(to be completed)*

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

## ARTICLE 7 - TERMS OF PAYMENT

The AC 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 AC will provide SNCF Réseau with the payment details at the following e-mail address: [compta\\_clients@reseau.sncf.fr](mailto:compta_clients@reseau.sncf.fr)

The SNCF Réseau bank details are:

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

The AC's bank details are as follows: *(to be completed)*

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

## ARTICLE 8 - INVOICE CHALLENGES

Invoices issued by SNCF Réseau may be challenged by the AC within one year of their due date in accordance with the procedure described in Appendix 7 of the Network Statement.

## ARTICLE 9 - AMENDMENT

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

## ARTICLE 10 - EMPLOYEES APPOINTED BY THE PARTIES

For the execution of this contract:

- SNCF Réseau appoints the following person as contact for the AC: Arnaud SOHIER, Sales Director, 174 avenue de France 75013 Paris, 01 53 94 34 35 / [arnaud.sohier@reseau.sncf.fr](mailto:arnaud.sohier@reseau.sncf.fr).
- The AC appoints the following contact person for SNCF Réseau: *(name, job title, address, telephone/email)*.

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

## **ARTICLE 11 - ENTIRETY**

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

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

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

**On**

**For SNCF Réseau**

Arnaud SOHIER

Group Business Development Director

**On**

**For the AC**