

## **APPENDIX 3.5.2. TO THE NETWORK STATEMENT**

### **2020 NATIONAL CONTRACT FOR THE USE OF PUBLIC DOMAIN SIDINGS BELONGING TO SNCF RESEAU FOR CURRENT USE**

*Contract Reference:*

BETWEEN THE UNDERSIGNED:

**SNCF RÉSEAU 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 Jean Lorin, Rail Company Service Platform Director (PSEF), duly authorised for the purposes hereof,

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

And,

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

Hereinafter referred to as "**the BENEFICIARY**".

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

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

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

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

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

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

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<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 12 December 2019 and 1 January 2020. This change of legal form does not affect in any way the provisions of this National Contract.*

- **SIDINGS:** refers to the commercial sidings (see NS §3.6.4) used by the BENEFICIARY for current use only, i.e. for operations having a direct link with rail production

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## **OBJECT OF THE CONTRACT**

In order to meet the operational needs of users of the national rail network for the performance of their rail activities, this contract aims to enable its BENEFICIARY to use SNCF Réseau's commercial sidings, such as defined under § 3.6.4.2 of the applicable Network Statement, for a current use, and excluding industrial spaces.

# **I. GENERAL PROVISIONS FOR THE USE OF SIDINGS**

## **Article I. LEGAL FRAMEWORK**

Refer to the Common Contractual Conditions

## **Article II. COMPLIANCE WITH LAWS AND REGULATIONS**

Refer to the Common Contractual Conditions

## **Article III. CONTRACTUAL DOCUMENTS**

The use of a siding is governed by the following documents, in decreasing order of priority:

1. the Network Statement in force and the provisions of its appendices which concern the service facilities
2. the Common Contractual Conditions;
3. this National Contract and its appendices
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 sidings is understood to be a reference to all of the documents listed above.

The signature of the above-listed documents (for the documents requiring signatures) takes priority over all documents and correspondence previously exchanged between the parties.

## **Article IV. TYPE OF PROVISION**

Refer to the Common Contractual Conditions

## Article V. DOCUMENTATION AND INFORMATION

Refer to the Common Contractual Conditions

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);
- Postal address: 174, avenue de France 75013 PARIS

The Person in charge of the Contract on behalf of the applicant is:

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

## II. PROVISIONS FOR THE USE OF THE SIDINGS

### Article VI. CONDITIONS FOR THE USE OF THE SIDINGS

Use of the sidings mainly requires the conclusion of a contract between the RU and SNCF Réseau for recurring usage and possibly a declaration if such a contract has not been entered into (whatever the reason) or if the nature of the requirement is incompatible with simple contracting (one-time and occasional use).

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

In the **declaration**, the RU undertakes to declare this service to SNCF Réseau for each month M, using the declaration form entitled “sidings declarations” available on the Customer and Partner portal of the [sncf-reseau.fr](http://sncf-reseau.fr) website. This form must be sent to SNCF Réseau by e-mail to [dmc\\_valorisation\\_ventes@reseau.sncf.fr](mailto:dmc_valorisation_ventes@reseau.sncf.fr) no later than the 20th of the month M+1. When the declaration procedure is applied, no Local Contract is proposed to the user. In this regard and in such a situation, the following provisions will not apply.

#### For the BENEFICIARY

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

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

#### Use by a subcontractor, agent or representative

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

## **Article VII. REQUIREMENTS FOR THE USE OF THE SIDINGS**

Refer to the Common Contractual Conditions

## **Article VIII. INSPECTION RIGHTS**

Refer to the Common Contractual Conditions

## **Article IX. SCHEDULING THE USE OF THE SIDINGS**

The procedures implemented to allocate capacity on sidings for current use are set out in Article 4.9.1 of the applicable NS.

## **Article X. ENTRY INTO FORCE - DURATION**

### ***Entry into force***

This contract enters into force:

- Either from the first day of the timetable considered if the National Contract is signed before this date.
- Or from the signature date of the National Contract if it is signed after the first day of the timetable considered.

### ***End***

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

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

## **III. FINANCIAL PROVISIONS**

### **Article XI. USE CHARGE**

The use charge is defined in the Local Contract based on the elements published in Appendix 6.3.1 to the applicable NS.

### **Article XII. INVOICING**

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

### **Article XIII. SETTLEMENT**

Invoices shall be sent to the following address:

Recipient:

Address:

Intra-community VAT No.: FR

SIRET:

BUPO ref.:

#### **Additional information:**

Department receiving the invoice:

Name of the Contact Person:

Email address:

Tel.:

### **Article XIV. FINANCIAL GUARANTEE**

Refer to the Common Contractual Conditions.

### **Article XV. LATE PAYMENT INTERESTS**

Refer to the Common Contractual Conditions.

## **IV. LIABILITY AND INSURANCE**

### **Article XVI. LIABILITY AND INSURANCE**

Refer to the Common Contractual Conditions.

### **Article XVII. OBLIGATIONS OF THE BENEFICIARY IN THE CASE OF AN INSURANCE CLAIM**

Refer to the Common Contractual Conditions.

## **V. END OF CONTRACT**

### **Article XVIII. RELEASE OF THE SIDINGS BY THE BENEFICIARY**

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

### **TERMINATION OF THE LOCAL CONTRACT**

Reminder:



- The Common Contractual Conditions apply for the whole term of the timetable to which they are attached.
- The National Contract applies to the category of Service Facility concerning it for the whole term of the timetable to which it is attached.
- The Local Contract applies for the duration set out therein.

Refer to the Common Contractual Conditions.

#### **Article XIX. RELEASE OF THE PREMISES**

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

#### **Article XX. CHANGES TO THE SERVICE FACILITIES AND THEIR ACCESS CONDITIONS**

Refer to the Common Contractual Conditions.

#### **Article XXI. CONFIDENTIALITY**

Refer to the Common Contractual Conditions.

#### **Article XXII. OWNERSHIP**

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

#### **Article XXIII. MODIFICATIONS**

Refer to the Common Contractual Conditions.

#### **Article XXIV. OBLIGATIONS REQUIRED AS REGARDS DEFENCE, PUBLIC SAFETY AND SECURITY**

Refer to the Common Contractual Conditions.

#### **Article XXV. COMPLIANCE WITH THE APPLICABLE REGULATION**

Refer to the Common Contractual Conditions.

#### **Article XXVI. CONCOMITANT ACTIVITIES IN THE FACILITIES**

Refer to the Common Contractual Conditions.

#### **Article XXVII. AUTONOMY OF THE CLAUSES**

Refer to the Common Contractual Conditions.

**Article XXVIII. ELECTION OF DOMICILE**

Refer to the Common Contractual Conditions.

**Article XXIX. DISPUTES**

Refer to the Common Contractual Conditions.

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

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

**For the BENEFICARY**

**For SNCF RÉSEAU**