

## **ANNEXE 7.2**

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

*Contract Reference:*

BETWEEN THE UNDERSIGNED:

**SNCF RÉSEAU SA**, limited liability company with share capital of €621,773,000, entered on the trade and companies register under number 412 280 737, with registered office at 15-17 rue Jean-Philippe Rameau, CS 80001, 93418 LA PLAINE SAINT DENIS Cedex, represented by 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:

- **SIDINGS**: refers to the commercial sidings (see NS §7.3.5) used by the BENEFICIARY for everyday use only, i.e. stabling sidings and working sidings 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 § 7.3.5.2 of the applicable Network Statement, for a current permanent, recurrent or temporary use, excluding industrial spaces.

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

### **Article I. LEGAL FRAMEWORK**

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

Refer to the Common Contractual Conditions (Appendix 7.1)

### **Article III. APPLICABLE DOCUMENTS**

Refer to the Common Contractual Conditions (Appendix 7.1)

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

Refer to the Common Contractual Conditions (Appendix 7.1)

### **Article V. DOCUMENTATION AND INFORMATION**

Refer to the Common Contractual Conditions (Appendix 7.1)

The contact details of the PSEF are:

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

Postal address:

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

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

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

## II. PROVISIONS FOR THE USE OF THE SIDINGS

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

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

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

In the **declaration**, the RU undertakes to declare this service to SNCF Réseau for each month M, using the declaration form entitled "sidings declarations" available on request from the PSEF. This form must be sent to SNCF Réseau by e-mail to [dmc\\_valorisation\\_ventes@reseau.sncf.fr](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.

#### For the BENEFICIARY

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

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

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

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

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

### Article VIII. INSPECTION RIGHTS

Refer to the Common Contractual Conditions (Appendix 7.1)

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

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

### Article X. ENTRY INTO FORCE - DURATION

#### *Entry into force*

This contract enters into force:

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

**End**

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

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

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

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

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

## **III. FINANCIAL PROVISIONS**

### **Article XII. USE CHARGE**

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

### **Article XIII. 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 XIV. SETTLEMENT**

Invoices shall be sent to the following address:

Recipient: .....  
Address: .....  
Intra-community VAT No.: FR .....  
SIRET: .....  
BUPO (if necessary): .....

#### **Additional information:**

Department receiving the invoice: .....  
Name of the Contact Person: .....  
Email address: .....  
Tel.: .....

## **Article XV. FINANCIAL GUARANTEE**

## **Article XVI. LATE PAYMENT INTERESTS**

Refer to the Common Contractual Conditions. (Annex 7.1)

# **IV. LIABILITY AND INSURANCE**

## **Article XVII. LIABILITY AND INSURANCE**

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

Refer to the Common Contractual Conditions. (Annex 7.1)

# **V. END OF CONTRACT**

## **Article XIX. 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. (Annex 7.1)

## **Article XX. 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 XXI. CHANGES TO THE SIDINGS AND THEIR ACCESS CONDITIONS**

## **Article XXII. CONFIDENTIALITY**

Refer to the Common Contractual Conditions. (Annex 7.1)

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

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

**Article XXVI. COMPLIANCE WITH THE APPLICABLE REGULATION**

**Article XXVII. CONCOMITANT ACTIVITIES IN THE FACILITIES**

**Article XXVIII. AUTONOMY OF THE CLAUSES**

**Article XXIX. ELECTION OF DOMICILE**

**Article XXX. DISPUTES**

Refer to the Common Contractual Conditions. (Annex 7.1)

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

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

**For the BENEFICARY**

**For SNCF RÉSEAU**