

**Contract No. xx/20xx
on the allocation of railway infrastructure capacity (hereinafter “Contract“)**

concluded in terms of Article 269 (2) of the Act No. 513/1991 Coll. the Commercial Code as amended and in compliance with Article 40 of the Act No 513/2009 Coll. on Railroads and on amendments of some acts

between

Business name: **Železnice Slovenskej republiky**

Registered office: **Klemensova 8**
813 61 Bratislava
Incorporated in the Business Register of the District Court Bratislava I, Section Po, Insert No. 312/B

Statutory body: **XXXXXXXXXX**
Director General, Železnice Slovenskej republiky

Representative for discussions: **XXXXXXXXXX**
Director, Department of Commerce of DG ŽSR

Bank details: **Všeobecná úverová banka, a.s.**

Account no. **35-4700012/0200**

BIC: **SUBASKBX**

IBAN: **SK11 0200 0000 3500 0470 0012**

CIN: **31 364 501**

VAT registration no.: **SK2020480121**

(hereinafter “infrastructure manager”)

and

Business name: **XXXXXXXXXX**

Registered office: **XXXXXXXXXX**
Incorporated in the Business Register **XXXXX**

Statutory body: **XXXXXXXXXX**

Bank connection: **XXXXXXXXXX**

Bank account: **XXXXXXXXXX**

Company identification number: **XXXXXXXXXX**

VAT registration no.: **XXXXXXXXXX**

(hereinafter “applicant”)

PREAMBLE

The Contract is concluded in accordance and in reference with the Act of the National Council of the Slovak Republic No. 513/2009 Coll. on Railroads and on amendments of some acts (hereinafter the "Act on Railroads").

ARTICLE I

SUBJECT OF THE CONTRACT

The Infrastructure Manager undertakes to enable the Applicant to use the allocated infrastructure capacity and the Applicant undertakes to use the infrastructure capacity in accordance with the present contract and, in the cases provided for by the present contract, to pay for the allocation of the infrastructure capacity.

Mutual relations between the Infrastructure Manager and the Applicant shall be governed by the present contract and relevant provisions of the Act on Railroads and the Act of the National Council of the Slovak Republic No 258/1993 Coll. on Železnice Slovenskej republiky as amended by later regulations.

ARTICLE II

DURATION OF THE CONTRACT

The present Contract shall be concluded for the Timetable validity period 20XX / 20XX.

ARTICLE III

OBLIGATIONS OF THE APPLICANT

1. The Applicant not intending to provide transport services shall designate a Railway Undertaking [or Railway Undertakings], which will use train paths presented in Annex 1 "List of allocated train paths for Timetable 20XX / 20XX" (hereinafter "designated Railway Undertaking"). Designated Railway Undertaking shall have concluded the Contract on the access to railway infrastructure (terms for conclusion of the Contract on the access to railway infrastructure are published on the ŽSR website: www.zsr.sk in the section "Railway Undertaking/Infrastructure/Network Statement").
2. Designated Railway Undertaking shall be determined by the Applicant within the period between the subscription of the present Contract and 30 days prior required train operation at the latest. The designation shall be proved by the Applicant with submission of the signed (notice) form "Acceptance of designation of the Railway Undertaking by the Applicant" signed by both the Railway Undertaking and the Applicant (template form is published on the ŽSR website www.zsr.sk in the section "Railway Undertaking/Infrastructure/Network Statement"). Designation may be a single (single authorization of the same Railway Undertaking for each day of operation) or individual (different Railway Undertaking for each day of operation). In case the Applicant does not submit the form by 30 days before the date of requested train operation, the Applicant shall be deemed not to have designated a Railway Undertaking.
3. Trains of the Railway Undertaking using assigned train paths shall respect agreed technical and operating parameters presented in Annex 2 "Technical and operating parameters of assigned train paths" for the duration of the present Contract.
4. In case of non-usage or revocation of allocated infrastructure capacity the provision of Chapter 4.6 of the Network Statement shall apply.
5. The Applicant shall be obliged to pay charges for allocated capacity pursuant to Article V of the present Contract.

ARTICLE IV

OBLIGATIONS OF THE INFRASTRUCTURE MANAGER

The Infrastructure Manager shall be obliged to:

1. enable the use of allocated infrastructure capacity on the conditions stipulated by the Act on Railroads and by the legislation **and the present Contract**,
2. provide the Applicant with information on planned investment works if it is assumed they will have impact on allocated infrastructure capacity.

ARTICLE V

CHARGING SCHEME

1. In case the Applicant designates the Railway Undertaking in conducting transport services on assigned train paths in terms of Annex 1 "List of assigned train paths for Timetable 20XX / 20XX", the payer of charges for the access to railway infrastructure under the generally binding legal regulation setting charges for the access to railway infrastructure published in terms of Article 53 (1) (a) of the Act on Railroads, shall be the designated Railway Undertaking under the terms stipulated in the contract on the access to railway infrastructure.
2. In case the Applicant uses a train path solely, he shall be the payer for the access to railway infrastructure under generally binding legal regulation setting charges for the access to railway infrastructure published in terms of Article 53 (1) (a) of the Act on Railroads, shall be the designated Railway Undertaking under the terms stipulated in the contract for the access to railway infrastructure.
3. In case the Applicant shall designate no Railway Undertaking to use a train path or he shall not use it, the payer of charge for ordering and allocation of capacity U_1 , under generally binding legal regulation setting charges for the access to railway infrastructure published in terms of Article 53 (1) (a) of the Act on Railroads, shall be the Applicant.

ARTICLE VI

TERMS OF PAYMENT

1. In case the Applicant is the payer of the charge U_1 , the Infrastructure Manager shall issue an invoice and shall send it to the applicant by 10th day of the following month at the latest.

Invoice due date shall be 14 days form the date of issuance.

The Applicant may require the Infrastructure Manager to send scanned invoices on the day of their issuance to the specified electronic address. The original invoice shall be sent by mail.

For execution of the payment at maturity, the Infrastructure Manager may apply interest on late payments under the Commercial Code of the unpaid amount for each day of delay.

2. The invoice shall contain details pursuant to the Act of the National Council of the Slovak Republic No. 222/2004 Coll. on Value Added Tax as amended by later regulations. In case the invoice will not contain the applicant shall be entitled to return the invoice to the infrastructure manager no later than three days from date of reception. Due date of returned invoice shall cease to lapse and a new due date shall lapse from the day of issuance of a new corrected invoice.
3. In case the Applicant fails to pay the invoice within the due date, the Infrastructure Manager shall send a written reminder to settle the invoice.
4. The contractual parties shall mutually be informed in writing on change of accounts and other dispositions for the payment of invoices. These changes must be announced without any no later than 30 days prior required due date of the payment or settlement.

ARTICLE VII

COMMON ARRANGEMENTS

1. The Infrastructure Manager under this contract shall grant the infrastructure capacity in the form of a train path for duration of one timetable period. The subject of this contract shall not be the capacity and train paths for other periods (reserved capacity under a framework agreement, train paths for timetable amendments and ad-hoc paths).

In case the applicant requires infrastructure capacity for a shorter term (requirements for amendment for the timetable and ad hoc paths) the terms under Chapter 4 of the Network Statement shall apply.

2. The method of application for train paths is presented in Chapter 4 of the Network Statement.

ARTICLE VIII

FINAL PROVISIONS

1. Provisions of the present Contract may be amended or modified by written amendment signed by authorized representatives of both contracting parties.
2. Contracting parties shall mutually agree that legal relations not stipulated by this contract shall be governed by the Commercial Code and by other legal regulations valid on the territory of the Slovak Republic.
3. In accordance with the Act on Railroads, the Infrastructure Manager shall publish the Network Statement, which the both parties undertake to comply with.
4. Contracting parties shall agree that all disputable cases will be addressed in preference by a contract. In case no agreement is reached, all disputes originated in legal relations arising from this Contract or in connection with this Contract, shall be submitted for decision to relevant General Court of the Slovak Republic.
5. The contract shall be made in six copies of which both the infrastructure manager and the railway undertaking shall obtain three copies. The Slovak text of the present contract and all regulations and guidelines of the IM, the Network Statement, and any other documents referred to in the present contract shall be binding.
6. All documents under the present Contract shall be delivered by post, courier or personally to the address of the registered office of the contracting parties stated in the relevant register (usually the Business Register) at the time of sending the document. In the event that the document has not been received, the document cannot be delivered because it has been refused or its delivery has otherwise been refused by the act or omission of any of the contracting parties, the contracting parties agree that the document is deemed delivered on the date of refusal or failure to accept it; and in the event it is not possible to determine such a date, the date on which the document is returned to the other party as undeliverable.
7. In the event that any provision of the present Contract becomes (or later becomes) invalid or ineffective or inapplicable, it shall not affect the other provisions of the present Contract that remain valid and effective. The contracting parties undertake, by agreement, to replace an invalid or ineffective or inapplicable provision with a new provision which corresponds to the originally intended purpose of an invalid or ineffective or inapplicable provision within a reasonable time from the date of delivery of a request by one of the contracting parties to the other contracting party
8. This contract shall enter into force on date of its subscription by authorized representatives of both contracting parties and become effective on date following its publishing in terms of Article 47(a) and the Act No. 40/1964 Coll. the Civil Code, as amended.

9. The Contracting Parties declare that they have duly read this Agreement before signing it, that it has been concluded after mutual negotiation by the contracting parties according to their rightful and free will, certainly, seriously and comprehensibly, but not in a harsh and conspicuous disadvantage.

10. The inseparable part of the present contract shall be:

Annex 1 List of assigned train paths for Timetable 20XX / 20XX

Annex 2 Technical and operating parameters of allocated train paths

Done in Bratislava, on

Done in, on.....

on behalf of the Infrastructure Manager

on behalf of the Railway Undertaking

Director General
Železnice Slovenskej republiky
xxxxxxxxxx

xxxxxxxxxx

xxxxxxxxxx

Annex 1 - List of assigned train paths for Timetable 20XX / 20XX

The content of this annex shall be defined on case by case basis.

Template:

Pn 50000 Velká Ida (19:05) - (19:42) Turňa nad Bodvou
Applicant YY 70 km/h, U4, 900 t, 500 m, G, 53%, r=3%

Pn 40000 pp Hranice na Moravě CZ (03:15) - Mosty u Jablunkova CZ
(05:55) - (06:06) Čadca (06:18) - (06:54) Žilina
Applicant YY 90 km/h, T4, 2200 t, 616 m, P, 60%, r=5%

Annex 2 - Technical and operating parameters of assigned train paths

The content of this annex shall be defined on case by case basis.

Template:

1	2	3	5	6	7	8
Pn 47000 Dopravca YY						
Ferencváros HU - Bratislava hl.st. - Kúty - Petrovice u Karviné CZ						
Bratislava hl.st. - Bratislava-Lamač privesené postrkové HKV						
HKV r.240. Normatív hmotnosti: Bratislava hl.st. - Bratislava-Lamač T 800 ton						
Bratislava-Lamač - Kúty T 1500 ton						
Brzdiace percentá platia pre vlaky nákladnej dopravy 401 až 700 m						
x Bratislava hl.st.	0		6 26		6 33	90/48
x Bratislava-Lamač	0	8			41	85/60
x Devínska Nová Ves	0	8	6 49	139	9 08	
x Zohor	0	11 ⁵			19 ⁵	90/60
x Malacky	0	8 ⁵			28	
x Veľké Leváre	0	6 ⁵			34 ⁵	
x Sekula	0	8 ⁵			43	
x Kúty	0	6	9 49	43	10 32	
Spolu ...		57	+	139	= 3 h 16 min	