

AGREEMENT ON THE ALLOCATION OF RAILWAY INFRASTRUCTURE CAPACITY

(Railway Infrastructure Capacity Agreement)

concluded between

Schieneninfrastruktur-Dienstleistungsgesellschaft mbH, FN 261480 f, Jakov-Lind-Straße 2, Stiege 2, 4. OG, 1020 Vienna, hereinafter referred to as SCHIG,

on behalf and for account of

Steiermärkische Landesbahnen, Eggenberger Straße 20, 8020 Graz, hereinafter referred to as STLB,

and

the party entitled to railway infrastructure capacity (non-railway undertaking) , hereinafter referred to as NRU, which acts on its own behalf and for its own account.

1. Subject Matter of the Agreement

- 1.1 STLB manages an integrated railway undertaking pursuant to § 1c Eisenbahngesetz [*Austrian Railway Act*], Federal Law Gazette no. 60/1957 as amended (hereinafter referred to as EisbG). The function of the allocation body pursuant to § 62 EisbG concerning the railway infrastructure of STLB is exercised by SCHIG on the basis of the transfer agreement between SCHIG and STLB of 12 April 2016.
- 1.2 The NRU is a natural or legal person, such as public authorities in the scope of Directive (EC) no. 1370/2007, forwarders, carriers and combined traffic undertakings, with a public or private sector interest in the acquisition of railway infrastructure capacity (§57a Z2 EisbG)

- 1.2 The Agreement comprises the railway infrastructure capacity listed in Annex 1. The NRU is authorised and obliged to transfer this railway infrastructure capacity to a railway undertaking. The use for a type of railway service other than specified in the railway infrastructure capacity request and/or the allocation and transfer to another party entitled to railway infrastructure capacity is not allowed.
- 1.3 In the event of a breach of section 2.1, the NRU will be excluded from the allocation of railway infrastructure capacity for one network timetable period (§ 63, Section 4, EisebG).

2. Assignment of the Train Path to the Railway Undertaking

2.1 The railway undertaking pursuant to Section 1.2 has to be made known to STLB and/or SCHIG by the NRU

- 30 days before the first circulation day of the allocated railway infrastructure capacity at the latest,
- at least upon making of the request insofar as the time until the first circulation day of the allocated railway infrastructure capacity is less than 30

days. The NRU has to assign the railway infrastructure capacity only to a railway undertaking which fulfils the requirements according to sections 2.2 to 2.5 of the RNTU and has a valid infrastructure usage agreement of STLB.

- 2.2 If the railway infrastructure capacity is only assigned to the railway undertaking within the timetable period and if it is terminated prematurely, the NRU may assign the railway infrastructure capacity to another railway undertaking in compliance with sections 1.2 and 2.1.
- 2.3 Insofar as the NRU fails to comply with the time limits specified in section 2.1, the respective train paths will no longer be subject matter of the agreement and consequently freely available again.

3 Fee

The fee for the railway infrastructure capacity used will be invoiced to the railway undertaking pursuant to the terms of the IUA, whereby the NRU assumes joint liability for the payment of the fee.

4 Term of the Agreement

The Agreement enters into force with the timetable period as of and shall be valid until and automatically ends on this day without requiring a separate cancellation. In addition to that, the General Terms and Conditions to the Infrastructure Usage Agreement as amended from time to time apply (GTC, Annex 2)

5 Other Provisions

5.1 Integral Components of this Agreement are:

5.1.1 Annex 1: Railway Network Terms of Use (RNTU)

5.1.3 Annex 2: Train Path Agreement-NRU

5.2 The NRU confirms having received one copy each of the RNTU (Annex 1) and the Train Path Agreement-NRU (Annex 2) on which this Agreement is based.

5.3 All fees and charges incurred in connection with the drawing up and execution of this Agreement will be borne by the NRU even if they are invoiced to SCHIG or STLB.

5.4 There are no oral ancillary agreements to this Agreement. Any and all alterations and amendments to this Agreement and its annexes require the written form and have to be signed by both parties in order to be valid. This shall also apply to a waiver of the written form requirement.

5.5 This Agreement is executed in three copies, of which STLB, SCHIG and the NRU receive one each.

Vienna, on
Schieneninfrastruktur-Dienstleistungsgesellschaft mbH

NRU Vienna, on

Annex 1 Railway Network Terms of Use (RNTU)
Annex 2 Train Path Agreement-NRU

Annex 1:

RAILWAY NETWORK TERMS OF USE (RNTU)

The RNTU of STLB are available on the Internet at .

Annex 2:

TRAIN PATH AGREEMENT-NRU

According to sections 1 to 5 of the Train Path Agreement dated _____ concluded between

Schieneninfrastruktur-Dienstleistungsgesellschaft mbH, FN 261480 f, Jakov-Lind-Straße 2, Stiege 2, 4. OG, 1020 Vienna, hereinafter referred to as SCHIG,

on behalf and for account of

Steiermärkische Landesbahnen; Eggenberger Straße 20, 8020 Graz; hereinafter referred to as STLB,

and

the party entitled to railway infrastructure capacity (non-railway undertaking) _____, hereinafter referred to as NRU, which acts on its own behalf and for its own account,

the following details are agreed on:

For the network timetable period relevant to the Agreement, the railway infrastructure capacity specified in section 6 is allocated on the lines below (section 1) and on the basis of the train-related data announced by the NRU (section 2):

1. Line(s)

Line xxx- xxx	Direction of traffic 1
Line xxx- xxx	Direction of traffic 2

2. Days of service and times of service

Day(s) of service	Departure	Arrival	Specifics

3 Train parameters

3.1. Type of traffic

Passenger traffic	
Freight traffic	

3.2. Train composition/equipment

Train formation	xxx
Form of traction	xxx
V/max	xxx km/h
Train length	xxx m
Train weight (empty)	xxx to
Braked weight percentage	xxx
Continuous automatic train-running control	Yes/No
Intermittent train-running control	Yes/No
Train radio system	xxx
Printing capacity	Yes/No
Emergency brake override (EBO)	Yes/No
Loudspeakers on the train	Yes/No

4 Pursuant to section 2.1. of the Railway Infrastructure Capacity Agreement, the NRU designates the following railway undertaking

Train path xxx from xx/xx/xxxx to xx/xx/xxxx the railway undertaking xxxxxx

5 Contact person

5.1 STLB designates as its permanent contact person (contact point):

Steiermärkische Landesbahnen
Eggenberger Straße 20
8020 Graz
Phone:
Fax:
Email:

5.2 The NRU designates as its permanent contact person (contact point):

5.3 SCHIG designates as its permanent contact person (contact point):

SCHIG mbH
Railway infrastructure services team
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6. Railway Infrastructure Capacity List