

# CONTRACT PERTAINING TO THE USE OF THE RAIL INFRASTRUCTURE OF GRAZ-KÖFLACHER BAHN UND BUSBETRIEB GMBH

(Infrastructure Usage Contract)

concluded between

**Schieneninfrastruktur-Dienstleistungsgesellschaft mbH**, FN 261480 f, Lassallestraße 9 b, 1020 Vienna, hereinafter referred to as SCHIG,

acting on behalf and on the account of

**Graz-Köflacher Bahn und Busbetrieb GmbH**, Köflacher Gasse 35-41, 8020 Salzburg, hereinafter referred to as GKB,

and

the railway undertaking \_\_\_\_\_, hereinafter referred to as [the] RU, acting in its own name and on its own account.

## 1 Subject matter

1.1 GKB operates an integrated railway undertaking as defined by Article 1c of the Federal Railways Act (*EisbG*), as published in the Federal Law Gazette (*BGBl.*) No. 60/1957, as amended. The role of the allocation body, as defined by Article 62 of the Federal Railways Act, in terms of the railway infrastructure of GKB, is undertaken by SCHIG on the basis of the agency agreement concluded between SCHIG and GKB dated 21 January 2005.

1.2 The RU shall, in its own name, under its own responsibility, and on its own account, provide railway freight transportation services on the basis of the Uniform Rules concerning the Contract for International

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ATU61643056

ID of the named office: 2212  
Certified in accordance with ISO 9001

Carriage of Goods by Rail (CIM) and pursuant to the carriage and passenger rights legislation applicable in Austria (EisBFG), as amended.

The RU shall, at the request of SCHIG, be required at any time during the term of this contract to provide evidence that it meets the preconditions as defined by the Point 2.2 of the Network Statement (NWS, Annex 1).

- 1.3 The RU uses the entire railway infrastructure of GKB exclusively for this purpose in accordance with the provisions of this contract and its annexes within the scope defined in the relevant infrastructure usage contract.

## **2 Performances on the part of GKB**

- 2.1 In accordance with the provisions of the Federal Railways Act, GKB shall permit the RU to make use of the railway infrastructure of GKB to the extent defined in the relevant infrastructure usage contract (Annex 3) and in accordance with the timetable, and GKB shall provide the services defined in this contract and its annexes.

- 2.2 Any additional services (e.g. the provision of traction energy) are not encompassed by this contract and shall be agreed upon separately with the competent service provider.

## **3 Performances on the part of the RU**

Unless otherwise and previously agreed with GKB, any services not provided by GKB are to be provided exclusively by the RU itself. – Refer to Point 3 of the Standard Terms and Conditions (AGB) (Annex 2)

#### **4 Remuneration**

Compensation for the services to be provided by GKB in accordance with Point 2 above is defined on the basis of the rates set out in the Infrastructure Usage Contract (Annex 3) and the Network Statement (Annex 1).

#### **5 Contractual term**

This contract shall come into effect for timetable period                    on                    and shall remain in effect until                    and terminate automatically on this date without the need to be specifically terminated. The terms and conditions set out in the standard terms and conditions of the Infrastructure Usage Contract (AGB, Annex 2), as amended, shall also apply.

#### **6 Other provisions**

##### **6.1 The following annexes constitute integral elements of this contract:**

6.1.1 Annex 1: Network Statement (NWS) including Network Access Product Catalogue

6.1.2 Annex 2: Standard Terms and Conditions of the Infrastructure Usage Contract (AGB)

6.1.3 Annex 3: Infrastructure Usage Contract

6.2 The RU hereby confirms receipt of one copy of each of the NWS (Annex 1), the Standard Terms and Conditions (AGB, Annex 2), the Infrastructure Usage Contract (Annex 3) and the Network Access Product Catalogue (Annex 4) upon which this agreement is based.

6.3 Any fees and duties incurred in connection with the setting up and performance of this contract shall be borne by the RU even in the event that payment of these is prescribed on the part of SCHIG or GKB.

6.4 No verbal side agreements exist alongside this agreement. Any and all amendments or supplements to this contract and its annexes are, unless defined otherwise in the Standard Terms and Conditions (AGB), to be committed to writing and signed by both parties hereto in order to be legally binding. The same shall also apply to any waiver of this requirement to commit to writing.

6.5 Three copies of this contract shall be prepared, one of which shall be received by GKB, SCHIG and the RU respectively.

Ulrich Puz, MBA  
Vienna, on  
Schieneninfrastruktur-Dienstleistungsgesellschaft mbH

RU  
Vienna, on

- Annex 1 Network Statement (NWS) including Network Access Product Catalogue
- Annex 2 Standard Terms and Conditions (AGB)
- Annex 3 Infrastructure Usage Contract (scope of usage and performance as well as charges and terms of payment)
- Annex 4 Network Access Product Catalogue

**Annex 1:**

## **NETWORK STATEMENT (NWS)**

The NWS of GKB can be accessed on the Internet at .

**Annex 2:**

## **STANDARD TERMS AND CONDITIONS (AGB)**

The Standard Terms and Conditions, as amended, are published on the website of GKB –  
Link – .

**Annex 3:**

## **INFRASTRUCTURE USAGE CONTRACT**

**(Scope of usage and performance as well as charges and methods of payment)**

On the basis of Points 1 to 6 of the Infrastructure Usage Contract dated \_\_\_\_\_ concluded  
between

**Schieneninfrastruktur-Dienstleistungsgesellschaft mbH**, FN 261480 f, Lassallestraße 9  
b, 1020 Vienna, hereinafter referred to as SCHIG,

acting on behalf and on the account of

**Graz-Köflacher Bahn und Busbetrieb GmbH**, Köflacher Gasse 35-41, 8020 Graz,  
hereinafter referred to as GKB,

and

the railway undertaking \_\_\_\_\_, hereinafter referred to as [the] RU, acting in its own name  
and on its own account.

hereby agree the following details:

### **1. Basic services provided by GKB**

1.1 SCHIG hereby grants, on behalf of and on the account of GKB, the RU permission,  
from \_\_\_\_\_ until \_\_\_\_\_, to use the entire railway infrastructure of GKB in accordance  
with the timetable documentation prepared which forms an integral element of this  
infrastructure usage contract. Days of operation, seasons, the number of trains per  
day of operation and the types of train in service are defined in the timetable  
documentation.

1.2 In accordance with Point 11.3 of the NWS, GKB shall provide the RU with details  
regarding the current position of a train at the request of the contact person or point  
of contact defined under Point 5.

1.3 GKB shall also advise the RU and provide the same with administrative support (troubleshooting) in the event of disruptions in terms of operations as defined by Points 14 and 15 of the AGB.

1.4 The RU shall be entitled to utilise the rail infrastructure of GKB in accordance with the track capacity defined under Point 1.1 on the defined days of operation.

Any additional usage of the railway infrastructure of GKB during the current timetable period or the provision of additional services shall be subject to a special order placed by the RU. The track capacity allocated on the basis of such special orders shall be based on the relevant scheduling arrangements to be prepared by GKB. The scheduling arrangements shall form an integral element of this infrastructure usage contract.

## **2 Performances on the part of the RU**

The RU shall ensure that GKB is provided with the international list of carriages (*internationale Wagenliste*) no later than two hours before departure.

All other services are to be provided by the RU itself.

## **3 Details of the rolling stock to be used**

The RU declares that the rolling stock to be used complies with the regulations set out under Point 5 of the AGB. Inspections of the rolling stock and the testing of the brakes shall be performed by the RU.

## **4 Compensation for the use of the railway infrastructure of GKB**

4.1 The rates for the rail journey and for the provision of other services on the part of GKB shall be based on the relevant current version of the Network Access Product Catalogue (Annex 4).

4.2 The final statement of services shall be based on the relevant current version of the terms relating to payment for access to the rail infrastructure of GKB and those services and railway infrastructure facilities actually used by the RU



4.3 The following terms of payment are hereby agreed: 14 days net (without deductions)

## 5 Contact person

5.1 SCHIG designates as its permanent contact (office):

Graz Köflacher Bahn und Busbetrieb GmbH  
Köflacher Gasse 35-41  
8020 Graz  
Tel.:  
Fax.:  
Email:

5.2 The RU names as its permanent contact (office):

5.3 SCHIG designates as its permanent contact (office):

SCHIG mbH  
Rail Infrastructure Service  
Department Peter Paczelt  
T. +43 (0) 1 812 73 43 - 1008  
F. +43 (0) 1 812 73 43 - 1700  
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