

Track Access Agreement

between the Infrastructure Manager

Hafenbahn Schweiz AG

Hafenstrasse 4
4127 Birsfelden
Schweiz

(hereinafter referred to as the "IM")

and

Contractual Partner

Street
Postal code, Town/City
COUNTRY

ERA-VKM initials: XYZ *[if already available upon conclusion of the Agreement].*

(hereinafter referred to as the "RU")

Whereas

This Agreement, including its constituent parts as per section 2.1., forms the Track Access Agreement within the meaning of Art. 15 of the Swiss Rail Network Access Ordinance of 25 November 1998 (RailNAO; SR 742.122). It is essential to conclude this Agreement in order to be able to receive the basic or ancillary services provided by the Swiss Train Path Allocation Body (Schweizerische Trassenvergabestelle, TVS).

1. Contractual object

1.1. Track Access Agreement

1.1.1. The Track Access Agreement governs the relationship between the IM and the RU concerning:

- access to the railway infrastructure in accordance with statutory requirements
- usage of the railway infrastructure by the RU
- provision of services by the IM
- remuneration of the IM for the services provided

1.1.2. Basic and ancillary services are allocated pursuant to Articles 21 and 22 RailNAO by TVS. It publishes the relevant applicable conditions in the IM's Network Statement.

1.2. Services

Services as per Art. 23 RailNAO shall be arranged by the parties separately. They are not covered by the present Agreement.

2. Constituent parts, precedence, duration and renewal of the Agreement

2.1. Constituent parts

The Track Access Agreement is comprised of:

- 1) the present Agreement;
- 2) General Terms and Conditions for the Use of the Railway Infrastructure (AGB-ISB) (published online);
- 3) the Network Statement (published online);
- 4) the IM's List of Infrastructure Services (published online);

2.2. Precedence in the event of contradictions

If individual parts of the Agreement are contradictory, their priority shall be determined according to their ranking in section 2.1.

2.3. Duration and renewal of individual constituent parts

The IM shall inform the RU by email (using the address specified in Annex 1) concerning any new publications or amendments to individual constituent parts of the Agreement. For the purposes of the above, the constituent parts of the Agreement, the List of Infrastructure Services and the Network Statement shall as a general rule remain valid for the duration of a timetable year.

If the RU does not lodge a written objection with the IM within 30 days of receipt of notice concerning any new or amended constituent parts of the Agreement, they shall be deemed to have been tacitly accepted.

3. Services and remuneration

The services of the IM shall be comprised of all basic and ancillary services allocated. If the IM provides services that have not been ordered but that are necessary on operational grounds, they shall be invoiced separately to the RU. The IM shall notify the RU as soon as possible regarding whether these services are required.

The prices of the services shall be calculated on the basis of the published List of Infrastructure Services of the IM.

4. Inception and term

This Agreement shall be valid from the time it is signed by both parties and is concluded for an indefinite period of time. The Agreement shall also remain valid even if the RU does not place any orders or does not use any of the basic or ancillary services allocated to it.

This Agreement shall replace the Track Access Agreement concluded between the IM and the RU on XX/XX/XXXX. [The applicable date shall be the date on which the previous Agreement was last signed]

5. Termination

This Agreement may be terminated by the RU subject to notice of at least 2 months before the timetable change. In all other respects, the AGB-ISB shall apply.

In the event of termination, provision of the services allocated shall cease at the same time as the termination of the Agreement.

6. Applicable law

This Agreement shall be governed exclusively by Swiss law.

7. Jurisdiction

Any disputes relating to the grant of track access, the Track Access Agreement and the calculation of the track price shall be resolved by the Rail Transport Commission Rail-Com in accordance with Art. 40a^{ter} of the Swiss Railways Act (RA; SR 742.101).

Without prejudice to any other mandatory jurisdiction, the courts of Bern shall have jurisdiction over any other disputes arising in relation to the Track Access Agreement.

8. Executed copies

This Agreement shall be executed in duplicate. Each party shall receive one signed copy.

The RU acknowledges that TVS will be allowed to consult the Agreement.

For the IM Hafenbahn Schweiz AG

.....
Place, date

.....
Place, date

[handwritten signature(s) or qualified electronic signature (QES) according to Swiss Law (ESigA). Hybrid forms are not permitted within this Agreement.]

Philipp Schmidt
Delegierter Verwaltungsrat

Kurt Keusch
Operativer Leiter

For the RU Contractual Partner

.....
Place, date

.....
Place, date

[handwritten signature(s) or qualified electronic signature (QES) according to Swiss Law (ESigA). Hybrid forms are not permitted within this Agreement.]

First name surname
Position

First name surname
Position

Annex
Annex 1 Point of contact at the RU

Annex 1

to the Track Access Agreement concluded between the RU [Contractual Party](#) and the Infrastructure Manager Hafenbahn Schweiz AG

Point of contact at the RU

For general questions (e.g. list of other points of contact at the RU) during ordinary business hours

[Competent liaison office or first name surname](#)

[Address](#)

[E-mail address](#)

[Telephone number](#)

Date:

Please report any changes to netzzugang@sbb.ch.