Capacity Agreement

General terms & conditions applicable to the reservation of railway infrastructure capacities

INFRABEL

This agreement for capacity reservation, hereinafter referred to as “the Agreement”, is concluded between,

Of the one part:

Infrabel, a public limited company in law, with registered office at Marcel Broodthaersplein 2, 1060 Brussels, registered in the Crossroads Bank for Enterprises under number 0869.763.267; represented by *[NAME]* as *[FUNCTION]*

Hereinafter referred to as “Infrabel”

And of the other part:

[NAME OF THE COMPANY], with registered office at *[ADDRESS]*, registered in *[XXX]*, represented by *[NAME]*, as *[FUNCTION]*

Hereinafter referred to as “the non-railway undertaking applicant”,

Infrabel and the non-railway undertaking applicant are hereinafter referred to jointly as “the Parties” and individually as “a Party”.

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Introduction

Having regard to the European legislation applicable to access to the railway infrastructure, and in particular Council Directive 91/440/EEC of 29 July 1991 on the development of the Community's railways and Directive 2001/14/EC of the European Parliament and of the Council of 26 February 2001 on the allocation of railway infrastructure capacity and the levying of charges for the use of the railway infrastructure, recast by Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area, and Regulation (EU) No 913/2010 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight ("the Regulation");

Having regard to the Belgian legislation applicable to access to the infrastructure, and in particular the Law of 30 August 2013 establishing the Rail Code (hereinafter referred to as "the Rail Code") and the related Royal Decrees

Having regard to the Network Statement (NS) published on Infrabel's website www.Infrabel.be and the general terms and conditions of the track access Agreement annexed to the NS

Since any railway undertaking or other natural or legal persons or entities, such as the competent public authorities within the meaning of Regulation (EEC) No 1370/2007, and shippers, freight forwarders and combined transport operators, who/which have an interest in acquiring infrastructure capacity for public-service or commercial reasons, may apply for the reservation of train paths under the law

Since Infrabel, as the Belgian railway infrastructure manager, allocates the capacities to non-railway undertaking applicants demonstrating an interest

Since the non-railway undertaking applicant is not a railway undertaking and the term "non-railway undertaking applicant" here means that the non-railway undertaking applicant contracting party is not a railway undertaking

Since only railway undertakings that have a licence and a safety certificate and have concluded a Track Access Agreement with Infrabel have access to the railway infrastructure and can use the reserved train paths under this Agreement

Having regard to the need for Infrabel to make optimum use of the railway infrastructure and, consequently, to have the reserved train paths used efficiently by a railway undertaking

Since, in relation to the Belgian rail network of freight corridors within the meaning of the Regulation, a Single Point of Contact for each Corridor (the so-called Corridor One Stop Shop) decides on the requests for pre-arranged paths and the reserve capacity on behalf of the infrastructure managers concerned and informs them accordingly, based on the applicable rules, as provided for in Section 4 of the Corridor Information Document of each freight corridor

the Parties agree as follows:

General terms and conditions applicable to the reservation of railway infrastructure capacities

Article 1: Subject matter of the Agreement

1.1 In the context of compliance with the terms and conditions of the Network Statement (NS) (www.Infrabel.be), the Agreement lays down the general and special terms and conditions of an administrative, financial and legal nature applicable to the reservation by the non-railway undertaking applicant of infrastructure capacity on the Belgian rail network and the other services provided by Infrabel.

1.2. The Agreement comprises two parts:

- the first part, which sets out the general terms and conditions for the reservation of railway infrastructure capacity and applies to all non-railway undertaking applicants who/that are not railway undertakings,
- the second part, containing the special terms and conditions for the reservation of railway infrastructure capacities, and which is specific to the particular situation of the non-railway undertaking applicant.

The two parts cannot be seen in isolation and together they constitute the Agreement.

1.3 Infrabel shall provide the non-railway undertaking applicant with the capacities and the other Services, in accordance with the terms of the Agreement and the NS.

Article 2: Definitions

Railway infrastructure capacity, hereinafter referred to as "Capacity"	The ability to plan the train paths required for a railway infrastructure element for a certain period;
Network Statement or NS	The statement that is published on the internet (www.Infrabel.be) and which sets out in detail the description of the network, general traffic rules, time limits, procedures and criteria on the arrangements for levying user charges and allocating railway infrastructure capacity; this document also contains all other information necessary for submitting requests for railway infrastructure capacity.
Railway undertaking	Company with private- or public-law status that has been granted a licence under the applicable European legislation and the principal activity of which is to provide transport services for goods and/or passengers by rail; that company must provide traction. This term also covers undertakings that provide traction only.
Designated railway undertaking	The Railway Undertaking validly designated by the non-railway undertaking applicant pursuant to the terms of the Agreement, as the party that will use the capacities and other Services reserved by the non-railway undertaking applicant.

Timetable	The information on all scheduled train and rolling stock movements to be carried out on the railway infrastructure concerned during the period of operation of the working timetable.
Regulation	Regulation (EU) No 913/2010 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight.
Distribution	The allocation of railway infrastructure capacities by the infrastructure manager.
Services	The services referred to in the NS provided by Infrabel.
Train path	The infrastructure capacity required for a given train to move from one point to another at a given moment in time.
Train path day	Train path for a given calendar day.
Pre-arranged path	Predefined train path on a Freight Corridor, pursuant to the Regulation. A pre-arranged train path can be allocated on the whole Corridor or on sections crossing one or more borders.
Reserve capacity	Capacity - e.g., pre-arranged paths - remaining available during the current timetable for ad hoc market needs, pursuant to Article 14(5) of Regulation (EU) No 913/2010.
Regulatory body	The Regulatory Body for Railway Transport and for Brussels Airport Operations, as designated in accordance with the Rail Code as the authority responsible for the economic regulation of rail transport.

Article 3: Designation of the railway undertaking(s)

3.1 By means of a "Designation Agreement" concluded between the non-railway undertaking applicant and the railway undertaking that will use the capacity allocated to the non-railway undertaking applicant as well as, where applicable, the other services chosen by the non-railway undertaking applicant on the basis of the capacity Agreement.

The non-railway undertaking applicant is solely responsible for designating the railway undertaking.

The non-railway undertaking applicant may conclude several Designation Agreements.

3.2 The non-railway undertaking applicant informs Infrabel of the name of the designated railway undertaking for each train path day, within the deadlines and under the conditions set out in the NS.

3.3 The non-railway undertaking applicant may designate only one railway undertaking for the use of its capacity per train path day.

The non-railway undertaking applicant may change the designated railway undertaking by designating a new railway undertaking in its place and by notifying Infrabel at the latest 7 calendar days before the train path day.

3.4 Without prejudice to the right of the non-railway undertaking applicant to change the designated railway undertaking within the time limits set out in Article 3.3 of this Agreement, the capacities may not be used by a railway undertaking other than the one that the non-railway undertaking applicant has designated in accordance with the terms of the Agreement to carry out its activities.

3.5 For the pre-arranged paths and reserve capacity of the freight corridor concerned, the rules set out in the Corridor Information Document shall apply.

Article 4: Request, Modification, cancellation, suspension and withdrawal of capacities

4.1 Any request for infrastructure capacity by a non-railway undertaking applicant shall be made in accordance with the rules set out in the NS.

4.2 The non-railway undertaking applicant has the right to modify the infrastructure capacity allocated to it in accordance with the principles set out in the NS. The non-railway undertaking applicant may cancel the use of all or part of the infrastructure capacity allocated to it in accordance with the NS.

Capacity made available because of changes made by the non-railway undertaking applicant or as a result of its cancellation may be reallocated by Infrabel.

4.3 Infrabel may suspend or withdraw the right to use the allocated capacity or modify the capacity, under the conditions and according to the rules set out in the DRR.

Disruptions to traffic do not entitle the non-railway undertaking applicant who holds the capacity to any compensation from Infrabel.

4.4 The non-railway undertaking applicant may mandate the designated railway undertaking to deal with Infrabel regarding any request for modification or cancellation of the infrastructure capacity allocated to the non-railway undertaking applicant.

Any request for modification or cancellation made by the designated railway undertaking mandated by the non-railway undertaking applicant is deemed to be submitted by the non-railway undertaking applicant.

The non-railway undertaking applicant may revoke the mandate granted to the designated railway undertaking at any time.4.5 The non-railway undertaking applicant must provide Infrabel, in good time, with the information required for Infrabel to process its capacity request, the modification or the cancellation of the allocated capacity, in accordance with the NS.

Article 5: Operational communication

5.1 Infrabel shall provide the non-railway undertaking applicant, in good time, with all the information necessary for the implementation or operation of the service for which capacity has been allocated. This information may relate to:

(i.) The major changes concerning the quality or capacity of the infrastructure used

(ii.) The suspension or withdrawal of capacities under the conditions set out in the NS

(iii.) Modification of capacity, under the conditions set out in theNS.

5.2 The non-railway undertaking applicant may mandate the designated railway undertaking to receive the communications described in point 5.1. If the non-railway undertaking applicant decides to mandate the designated railway undertaking, it must notify Infrabel of this by e-mail. The mandate will take effect within five working days of the notification. If necessary, the non-railway undertaking

applicant may specify to Infrabel on which day(s) of the week and in which time slot(s) the mandate will take effect.

Any communication between Infrabel and the designated railway undertaking mandated by the non-railway undertaking applicant is deemed to be transmitted by the latter to the non-railway undertaking applicant.

The non-railway undertaking applicant may revoke the mandate given to the designated railway undertaking at any time. This revocation will take effect no later than five working days after it has been notified to Infrabel by e-mail.

5.3 Any communication relating to the use of the infrastructure and safety is made exclusively between Infrabel and the designated railway undertaking and is deemed to be made simultaneously to the non-railway undertaking applicant, without the latter being able to rely on any ignorance of this fact. The non-railway undertaking applicant shall be personally responsible for obtaining from the designated railway undertaking that it informs him in good time of any communication made to the designated railway undertaking by Infrabel in this area.

Article 6: Pricing and invoicing of charges

6.1 Pricing of charges

The non-railway undertaking applicant pays Infrabel the charges related to the allocated capacity and, if applicable, to the other services, as described in the DRR. In addition, the payment terms are specified in the special conditions.

A monthly advanced payment is due from the non-railway undertaking applicant for the services as described in the special conditions.

Infrabel calculates the total charge due at the end of each month taking into account the advances already received.

The pricing rules applicable in the event of suspension or withdrawal of capacity by Infrabel, in the event of modification or cancellation of capacity by the non-railway undertaking applicant, or in the event of restrictions or disturbances affecting traffic, are set out in the NS.

6.2 General rules for invoicing

6.2.1 Contesting the invoice

The notification of contestation of an invoice (or of several billing elements) does not remove the obligation to settle all invoiced amounts within the time limits set.

6.3.2 Invoicing terms and conditions

The non-railway undertaking applicant shall indicate an invoicing address and the chosen method of payment in the special terms and conditions. The non-railway undertaking applicant shall notify Infrabel of any change in invoicing address or payment method. The change shall take effect on the first day of the second month following notification to Infrabel.

6.2.3 Non-payment

In the absence of full payment within 30 days of receipt of the invoice, the amounts due will automatically be increased by statutory interest in accordance with the terms and conditions set out in the NS.

In addition to the amount of interest, a lump sum of 100 euros without fees is added for handling charges.

In the event of late payment for two consecutive instalments relating to the user charge, Infrabel may inter alia decide to suspend the benefit of infrastructure use for all the capacities allocated to the non-railway undertaking applicant.

Infrabel will use all legal means to recover the sums due from the non-railway undertaking applicant.

Article 7: Sanctions

7.1 In the event of a breach of Article 3, Infrabel may refuse to allow the non-railway undertaking applicant to use the capacity at any time, ipso jure and without prior notice, without prejudice to Infrabel's right to claim the penalties for the cancellation of capacity as provided for in the NS.

7.2 Any breach of Article 3.2 shall be deemed to constitute a renunciation of the train path day by the non-railway undertaking applicant. This train path day is therefore cancelled.

The non-railway undertaking applicant is liable to pay the charge calculated in accordance with the NS for the train path day thus cancelled, without prejudice to Infrabel's right to claim compensation for any damage resulting from the breach.

7.3 In the cases provided for in paragraphs 1 and 2 of this article, the non-railway undertaking applicant may not claim any compensation for the cancellation incurred.

The capacity concerned is then deemed to be available again.

Article 8: Compliance with the timetable

Except in the case of fraud, The Parties shall not be entitled to claim compensation from each other for the damage they may suffer in the event of delays in rail traffic, irrespective of the cause, including in the case of gross negligence.

Consequently, Infrabel and the non-railway undertaking applicant shall bear their own costs and losses incurred arising from such a delay and shall renounse any legal action against each other as a result.

Article 9: Liability

9.1 Liability for appointees and subcontractors

Each Party shall be liable for its appointees and subcontractors.

The designated railway undertaking of the non-railway undertaking applicant is not its subcontractor.

9.2 Liability and damages

9.2.1 Each Party shall be held liable for the direct damage caused to the other Party by the performance of its obligations under this Agreement, without prejudice to the provisions of the Track Access Agreement concluded between the designated railway undertaking and Infrabel:

1. Physical damage (death, injury or any other damage to physical or psychological integrity)
2. Material damage (destruction or damage to movable and immovable property).

Each Party shall be exempt from such liability:

1. If the damage is caused by force majeure or or fortuitous event
2. If the damage is caused by the fault of the other Party, or of persons for whom it is liable under the Agreement.

9.2.2 In the event of liability as provided for in this article, the compensation shall be paid in accordance with Articles 9.2.3 to 9.2.9.

9.2.3 Compensation in the event of death

- In the event of death, compensation shall include:
  a) the unavoidable costs resulting from death, in particular those relating to the transport of the mortal remains and their return
  b) if death does not occur immediately, the compensation referred to in Article 9.2.4.
- If, because of death, persons to whom the deceased had or would have had a maintenance obligation in the future are deprived of it, they must also be compensated for this loss. The action for compensation of persons for whom the deceased was responsible for maintenance without being required to do so by law remains subject to Belgian law.

9.2.4 Compensation in the event of injury

In the event of injury or any other damage to physical or psychological integrity, compensation shall include:

- the necessary costs, in particular those of treatment and transport,
- compensation for the damage caused either by total or partial incapacity for work or by an increase in needs.

9.2.5 Compensation for other personal injury

Belgian law determines whether, and to what extent, the infrastructure manager or the non-railway undertaking applicant must pay compensation for personal injuries not covered by Articles 9.2.3 and 9.2.4.

9.2.6 Arrangements and amount of compensation in the event of death and injury

a. The compensation referred to in Article 9.2.3 b) and Article 9.2.4 b) must be awarded in the form of a capital sum. However, if Belgian law permits the payment of an annuity, the compensation will be paid in this way, if the injured person or the beneficiaries referred to in Article 9.2.3 b) so require.

b. The amount of compensation to be awarded in accordance with Article 9.2.6 a) shall be determined in accordance with Belgian law.

9.2.7 Loss of the right to invoke limitations of liability

The limitations of liability provided for by the parties in this Agreement and the provisions of Belgian law that limit the compensation to a certain amount shall not apply if it is proved that the damage has arisen from an act or omission by the party causing the damage, either with the intent to cause such damage or through reckless conduct and knowing that such damage is likely to result from it.

9.2.8 Conversion and interest

Where the calculation of compensation involves the conversion of sums expressed in foreign currency units, this shall be done based on the exchange rate on the day and at the place of payment of the compensation.

The person entitled may claim interest on the compensation, calculated at the rate of five per cent per annum, from the date on which the conciliation proceedings commence, of recourse to the arbitration tribunal provided for in Title V of the Convention concerning International Carriage by Rail of 9 May 1980 (within the context of the Protocol of Amendment of 3 June 1999) or of the judicial application.

9.2.9 Liability in the event of a nuclear accident

The infrastructure manager and the non-railway undertaking applicant shall be exonerated from any liability under this Agreement where the damage has been caused by a nuclear accident and where, pursuant to the laws and regulations of a state concerning liability in the field of nuclear energy, the operator of a nuclear installation or a person appointed in its place is liable for such damage.

9.2.10_Where the causes attributable to Infrabel and the causes attributable to the non-railway undertaking applicant have contributed to the damage, each Party shall only be liable for the damage to the extent that its causes have contributed to the damage.

If it is not possible to determine to what extent the various causes have contributed to the damage, each party shall bear the damage it has suffered.

9.3 Other actions

9.3.1 In all cases where this Agreement is applicable, any claim for liability, on whatever grounds, may only be brought against Infrabel or the non-railway undertaking applicant under the conditions and limitations of this Agreement.

The same shall apply to any claim against subcontractors for which Infrabel or the non-railway undertaking applicant is liable under this Article, without prejudice to the application of the Track Access Agreement between Infrabel and the designated railway undertaking.

9.3.2 In the event that, as a result of an error or lack of communication on the part of the non-railway undertaking applicant towards Infrabel, the compensation intended to cover all or part of the loss suffered by the non-railway undertaking applicant is paid by Infrabel to the designated railway undertaking, the non-railway undertaking applicant shall be personally responsible for settling with the designated railway undertaking the terms and conditions of a sharing between them or a retrocession of the compensation paid by Infrabel; Infrabel remains totally unrelated to this Agreement and to any other Agreement concluded between the non-railway undertaking applicant and the designated railway undertaking.

9.3.3 The Parties shall indemnify each other against any claim, enquiry or appeal relating to the Agreement, from any third party or person for whom they are liable.

9.3.4 In accordance with the principle of non-discrimination between all applicants, the non-railway undertaking applicant may in no way claim more rights vis-à-vis Infrabel with regard to the reservation of infrastructure capacity than those granted to railway undertakings under the Track Access Agreement.

9.4 Dispute settlement

Except as otherwise stated in the special terms and conditions, each party shall refrain from asserting claims against the other party for damage arising from the same event that is less than EUR 2,500.

Article 10: Insurance

It is up to the non-railway undertaking applicant to decide, under its own responsibility, to take out an insurance policy covering the financial consequences of its liability towards Infrabel, as referred to in Article 9, for the entire duration of the Agreement.

The non-railway undertaking applicant is requested to provide Infrabel with proof or a copy of the insurance policy that it has taken out and to inform Infrabel of any significant change (suspension, cancellation, etc.).

Article 11: Confidentiality

Each Party undertakes to treat all due confidentiality and not to communicate to third parties any information that is inherent in and related to the Agreement exchanged between the Parties or obtained from one of them and which he issuing Party qualifies as confidential and/or must be considered as confidential in accordance with the laws and regulations in force,, except when one of the following conditions is met:

- If a Party is summoned to appear before a court of law, with regard to its relations with the bodies supervising the railway market or other administrative bodies
- In the case of Agreement in writing from the Party that supplied the confidential information
- In the case of Infrabel, in consultation with the managers of other networks or within the framework of Agreements and/or rules with foreign infrastructure managers, and provided that the recipient of such information undertakes to grant it the same degree of confidentiality
- If the information is easily or normally accessible or publicly available
- Where information provided by a Party is essential for technical or security-related reasons, inter alia for subcontractors and/or their employees and/or their representatives, provided that such recipients are bound by confidentiality rules which adequately guarantee the confidentiality of the information.

The special terms and conditions of the Agreement are deemed confidential.

The Parties agree not to invoke the confidentiality of the data either among themselves or towards the designated railway undertaking.

This obligation of confidentiality shall remain valid for a period of five years following the expiry of the Agreement.

Article 12: Duration and termination

12.1 The Agreement shall be concluded for a timetable period and shall be tacitly renewed.

Either Party may terminate the Agreement by registered letter no later than three months before the expiry of the current timetable period. The tacit renewal of the Agreement does not prejudice the obligation forthe non-railway undertaking applicant to submit a new capacity request for each timetable period in accordance with terms and conditions set out in this Agreement and in the NS, and to designate in all circumstances a railway undertaking to use the capacity, as provided for in the Agreement. .

12.2 However, the Agreement shall be terminated by operation of law, if the non-railway undertaking applicant loses this status, as provided for by the Rail Code, namely

- in a situation where objective circumstances reveal that the non-railway undertaking applicant clearly no longer has a commercial or public interest in continuing the Agreement
- in the situation where the non-railway undertaking applicant obtains a railway undertaking licence within the meaning of the Rail Code. The non-railway undertaking applicant shall notify Infrabel when it applies for a railway undertaking licence.

The Agreement will also be terminated by operation of law if one of the parties is in a situation of bankruptcy or judicial reorganisation. The Party that causes the termination of this Agreement is liable to the other Party for any consequential damage and cannot claim any compensation as a result of the termination.

Infrabel reserves the right to withdraw the allocated capacity:

- due to a serious or repeated failure to fulfil one of the obligations of the Agreement
- following failure to pay the monthly advances of the user charge for two successive instalments.

Article 13: Applicable law

The Agreement is subject to Belgian law.

Article 14: Competent court

In the event of a dispute concerning the Agreement and the rights and obligations arising therefrom, as well as its formulation, implementation and expiry, the Parties shall negotiate in good faith with a view to reaching an amicable settlement.

If no such settlement is reached within two months of the dispute arising, either Party may submit the dispute to the exclusive jurisdiction of the courts and tribunals of Brussels, without prejudice to the powers conferred by the law on other bodies.

Article 15: Miscellaneous

15.1 In the event of incompatibility between a provision of the general terms and conditions and a provision of the special terms and conditions, the latter shall prevail.

15.2 The nullity and/or non-application of any provision of the Agreement shall not affect the validity of the other provisions of the Agreement. In the event of the nullity and/or non-application of any provision of this Agreement, the Parties undertake to negotiate in good faith and to replace it with a valid or applicable equivalent provision.

156.3 A delay or failure to require the exercise of a right or an appeal under the Agreement shall not constitute a waiver of the right to exercise, or of the right of recourse.

15.4 Infrabel has the right to amend this Agreement in accordance with the regulations if this is necessary for the management of the Belgian railway infrastructure, according to changes to the applicable regulations or according to recommendations or injunctionsthat it receives from the supervisory bodies (including the Regulatory Body). Infrabel will immediately notify the non-railway undertaking applicant in writing of these changes. If the non-railway undertaking applicant informs Infrabel within thirty (30) days of such written notification that it cannot accept with these changes, the non-railway undertaking applicant has the right to terminate the Agreement by operation of law by means of a simple notice, without any intervention of the Court, without notice or compensation. In the absence of a reply from the non-railway undertaking applicant within the above-mentioned thirty (30) days, the non-railway undertaking applicant shall be deemed to have approved those changes.

15.5 Appendices to the Capacity agreement shall only be binding if they have been agreed in writing and attached to the Capacity agreement.

15.6 The Agreement shall be concluded between independent co-contractors each of whom shall be fully responsible for its own activities. Each party shall be responsible for all obligations arising out of its activities, whether under the Agreement or otherwise, and accordingly neither party shall be liable for the debts or obligations of the other..

15.7 The Agreement does not entail any waiver by Infrabel of the rights granted to it by the Rail Code, the NS and the Regulations.

15.8 This Agreement replaces any previous Agreements concluded between the parties with the same purpose.

15.9 This Agreement applies from the date of signature by the Parties.

Special terms and conditions for the reservation of railway infrastructure capacities

1. Principle

These special terms and conditions, together with the general terms and conditions, form the Capacity agreement between Infrabel and the non-railway undertaking applicant.

2. Rail transport service

The rail transport operations in question concern: national/international passenger/freight transport.

3. Services and financial terms and conditions

3.1 Services covered by the user charge

The calculation and collection of the user charge are described in the NS (including the appendices)

The non-railway undertaking applicant is required to pay a monthly advance payment. This advance payment shall be calculated based on traffic forecasts for the timetable concerned.

The amounts of the advance payments (excluding VAT) and the dates of invoicing and payment are set out in a table attached to this agreement.

This table may be revised by Infrabel at the request of the non-railway undertaking applicant if the quantity of the train paths used by the non-railway undertaking applicant increases or decreases during the term of the agreement.

The advance payment for user charge (excluding the use of the electrical supply equipment for traction power) must be paid on the 20th of the month preceding the month in which traffic is to take place.

Infrabel draws up the regularisation invoices for the charge every month. This is based on the actual use and takes into account the advance payments already made.

Infrabel shall also send a detailed pro forma invoice five days before the official invoice is sent. The non-railway undertaking applicant has five days to send its comments to Infrabel. If Infrabel has not received any comments within five days, it will charge the non-railway undertaking applicant the full amount of the pro forma invoice to. If the non-railway undertaking applicant has submitted its comments, Infrabel will charge only the part that is not contested. After receiving the invoice, the non-railway undertaking applicant has 30 days to pay it.

The advance payment for the use of the electrical supply equipment for the traction current must be paid in accordance with the provisions set out in the NS (including its appendices).

3.2 Other services

The other services provided to non-railway undertaking applicants are the “Your XXL” and “Your Power” services. The conditions for applying for these services and the calculation and collection of the related charges are described in the NS (including its appendices).

4. Billing terms and conditions

4.1 Billing address

Invoices from Infrabel shall be sent to the following address:

[*NAME OF non-railway undertaking applicant*]

[*Service concerned*]

[*Street*]

[*Postcode - City*]

And by e-mail via the following addresses: [*e-mail address*]

4.2 Payment method

Payments shall be made by bank transfer.

4.3 Payment term

Each invoice issued by Infrabel is payable within 30 calendar days to the following account number:

Bpost bank: 679-0023037-48

IBAN: BE11 6790 0230 3748

BIC: PCHQBEBB

Appendices

1. Advance payments related to the user charge
2. Insurance certificates or equivalent measures

Drawn up in two copies in Brussels on [*XX XXXX 20XX*]

Ann BILLIAU	[*NAME OF CEO*]
Chief Client Officer Infrabel Customer and Business Excellence	CEO [*NAME OF non-railway undertaking applicant*]