

Terms of use

for service facilities of the CargoBeamer Servizi Terminalistici Italia s.r.l
Special part (ToU-SP):

Terms and conditions

The "Terms of Use for Service Facilities of CargoBeamer Servizi Terminalistici Italia s.r.l." (ToU-GP) apply, subject to the following additions and amendments. There is no exclusive right to use the service facilities.

1. General information

1.1 Purpose and scope of application

With the Terms of Use for Service Facilities (NBS), CargoBeamer publishes the terms of use for the services to be provided for authorised users. The NBS of CargoBeamer are divided into a General Section (ToU-GP) and a Special Section (TOU-SP).

1.2 NBS general part

The ToU-GP regulate the general terms and conditions between CargoBeamer and authorised users.

1.3 NBS special part

In addition to the ToU-GP, the ToU-SP deal with the company-specific part of the business relationship.

1.4 Business relationship

The ToU-GP and ToU-SP therefore apply to the entire business relationship between CargoBeamer and the authorised user resulting from the use of the service facilities and the provision of the services offered.

1.5 Prerequisite for using the service facilities

The prerequisite for using the service facilities is the conclusion of an infrastructure contract between CargoBeamer and the authorised user.

1.6 Publications

The necessary publications to be arranged by CargoBeamer will be made available at the following Internet address: <https://www.cargobeamer.com/technology/domodossola>



2. Supplements to the ToU-GP

2.1 Deviating disclaimer

In deviation from point 6.1.3 of the ToU-GP, the exclusion of liability is set at EUR 100.00 (one hundred) instead of EUR 1,000 . The other provisions of point 6.1.3 of the ToU-GP remain unchanged.

2.2 Defense against environmentally hazardous effects

In addition to the provisions in 7.2 of the ToU-GP, CargoBeamer is entitled to take preventive or damage-reducing measures to prevent or minimise environmentally harmful effects of the RU if the RU does not fulfil its obligations under points 7.1 and 7.2 of the ToU-GP. Any costs incurred by CargoBeamer as a result shall be charged to the RU plus an administrative surcharge of 15 %.

3. Description and access conditions of the service facilities

3.1 General description

CargoBeamer only operates service facilities whose operational and technical standards are designed for goods train transport.

3.2 Overview of service facilities

3.2.1 Fuel pick-up devices

The RU shall provide the following facilities for fuel intake for use by authorised persons:

Route	Device for fuel intake

3.2.2 Local track systems

CargoBeamer shall provide the local track facilities (in particular sidings) listed and described in the Operating Regulations (BO) for use by authorised persons. Track layout plans are included in the BO (Annex 2).

3.3 Operating regulations

The provisions of Decree ANSF No. 4/2012 and the measures issued by ANSFISA pursuant to Art. 7 D.lgs. No. 50/2019 in the field of railway safety.

3.4 Use of radio-controlled traction units

CargoBeamer does not require special authorisation to operate radio-controlled traction units. Point 2.4 of the ToU-GP applies in full to the operation of traction units. Information and restrictions on the operation of radio-controlled traction units on the infrastructure are listed in the BO as amended.

3.5 Provision of operating resources

The operating equipment required to control locally operated points, signalling, telephone and safety equipment (e.g. standard keys and square keys etc.) will be provided to the authorised user in the required quantity and against confirmation of receipt by the operator of the line before traffic commences. After termination of the contractual relationship, the operating equipment must be returned in full. The operator of the route shall procure replacements for lost equipment; any costs incurred in this connection shall be reimbursed in full to the COA by the authorised user.

3.6 System operation by the authorised user

For the independent operation of the operating facilities, the RU is subject to the applicable collection of operating regulations in their currently valid version.

3.7 Disruptions in operational processing

In the event of operational disruptions (see point 5.3 ToU-GP), CargoBeamer shall proceed in accordance with the regulations contained in the collection of operational regulations.

3.8 Emergency management

In the event of hazardous incidents within the meaning of of Art. 3, para. 1, letter n) D.lgs. No. 50/2019 the authorised party shall provide CargoBeamer with the necessary data and documents so that CargoBeamer can carry out the legally required investigations. In addition, the contractual partner shall ensure a suitable emergency management system that is accessible at all times during the period of use. The contact persons and their telephone numbers must be communicated to CargoBeamer's management in writing at least 3 working days before the start of traffic or use of the service facility and before any change.

4. Remuneration principles

The total fees for the use of the service facilities can be found in the list of fees (Annex 1). The fees are in accordance with Artt. 17 ff. D.lgs. No. 112/2015 . Discounts in accordance with Art. 18, Para. 3 are not granted. An environment-related remuneration component is not included. Time-related surcharges or discounts for capacity control are also not taken into account.

4.1 Rail freight transport

Rail freight transport refers to all rail transport services whose purpose and activity is the transport of goods, but not the transport of passengers. Furthermore, rail freight transport includes all journeys that cannot be allocated to the local rail passenger transport or long-distance rail passenger transport services. No market segments are differentiated within the rail freight transport service.

4.2 Infrastructure Utilisation Agreement

In principle, use must be regulated in an infrastructure utilisation agreement. This is available as a sample on the Internet at: <https://www.cargobeamer.com/technology/domodossola>

4.3 Cancellation of Services

Cancellations of service facilities are regulated in Annex 1.

4.4 Capacity allocation and coordination procedures

CargoBeamer endeavours to respond as flexibly as possible to all customer requests. Subject to the availability and staffing of our responsible service facilities, use of the service facilities can also be ordered at short notice. In the event of conflicts with other registrations, CargoBeamer will enter into negotiations with all authorised users involved in order to find an acceptable solution. If an agreement cannot be reached, the fees for the respective registered usage period will be compared and the higher total fee will be prioritised. If the total fees are the same, the application received first shall take precedence.

5. Plant overview

Appendix 1 List of fees

Appendix 2 Operating regulations