

Addendum to the Track Access Agreement

Law of 30 April 2007 *concerning urgent railway provisions*

This addendum to the agreement for the use of the railway infrastructure concerns the railway undertaking [NAME OF RAILWAY UNDERTAKING, ADDRESS] – registered in the CBE with the registration number [•] – represented by [NAME, POSITION].

THE FOLLOWING HAS BEEN STATED FIRST OF ALL:

The infrastructure manager and the railway undertaking concluded an agreement for the use of the railway infrastructure (hereinafter referred to as the “**Track Access Agreement**”).

The railway undertaking is liable for the passenger fee and/or the contribution of the railway undertakings, as referred to in Articles 12 and 15 of the Law of 30 April 2007 *concerning urgent railway provisions*.

In accordance with Article 18 of the Law of 30 April 2007 *concerning urgent railway provisions*, the Track Access Agreement must include the option for the infrastructure manager to:

“- suspend or exclude the capacity on the Infrastructure or, in the absence thereof, on other relevant segments of the railway infrastructure allocated to a railway undertaking which, during the period of validity of this capacity, fails to fulfil all or part of its obligations under Articles 12 to 16 or under agreements concluded on the basis of Article 13, paragraph 2, after being given notice of default by the infrastructure manager; or

- not to renew the capacity on the Infrastructure or, in the absence thereof, on other relevant segments of the railway infrastructure allocated to a railway undertaking which, during the two previous periods of validity, has failed to fulfil all or part of the aforementioned obligations, after being given notice of default by the infrastructure manager.”

IT HAS THEREFORE BEEN AGREED AS FOLLOWS:

Article 1 – Object

The purpose of this addendum is to regulate the management of railway infrastructure capacity by the infrastructure manager, in accordance with Article 18 of the Law of 30 April 2007 *on urgent railway provisions*.

Article 2 – Management of railway infrastructure capacity in accordance with Article 18 of the Law of 30 April 2007

In cases where the railway undertaking liable for the passenger fee and/or the contribution of railway undertakings within the meaning of the Law of 30 April 2007, fails, during the period of validity of the capacity allocated by the infrastructure manager, and after being given notice by the latter, to fulfil all

or part of its obligations under Articles 12 to 16 of the same Law or under the agreement concluded on the basis of paragraph 2 of Article 13 of the same Law, the infrastructure manager may decide to suspend or exclude the allocated capacity on the infrastructure within the meaning of Article 3 of the aforementioned Law or, in the absence thereof, on other relevant segments of the railway infrastructure.

In cases where the railway undertaking liable for the passenger fee and/or the contribution of railway undertakings within the meaning of the Law of 30 April 2007, during the two preceding periods of validity and after being given notice of default by the infrastructure manager, remains in total or partial default of its obligations under Articles 12 to 16 or under the agreement concluded on the basis of paragraph 2 of Article 13 of the aforementioned Law, the infrastructure manager may decide not to renew the allocated capacity on the infrastructure within the meaning of Article 3 of the aforementioned Law or, in the absence thereof, on other relevant segments of the railway infrastructure.

Article 3 – Miscellaneous

In accordance with Article 9.3 of the Track Access Agreement, this addendum shall be attached to the Track Access Agreement.

Article 4 – Implementation

This addendum shall apply from the date of signature.

Done in [•], in two originals, each party acknowledging receipt of its own copy.

On behalf of Infrabel,

On behalf of the railway undertaking,