

# Appendix 1 ATS

## Appendix 1 to Agreement on Track Access and Use of Services (ATS)

STANDARD TERMS AND CONDITIONS FOR THE RAILWAY COMPANY'S USE OF SERVICES COVERED BY THE AGREEMENT ON TRACK ACCESS AND THE USE OF SERVICES

(hereinafter referred to as «the Standard Terms»)

## 1. Range of application

The Standard Terms apply to the use of services covered by the Agreement on track access and the use of services (AST), sections 9.1.2, 9.1.3 and 9.1.4, cf. the Railway Regulations, §§ 4-2, 4-4 and 4-5.

The Standard Terms apply only to services provided by Bane NOR, and not to services provided by others.

The Standard Terms do not apply to the rental of service buildings, service kiosks and employee parking offered by Bane NOR at stations, freight terminals, marshalling yards, etc., and the use of other installations, facilities and services which fall outside the list in AST, sections 9.1.2, 9.1.3 and 9.1.4. A separate agreement must be concluded with Bane NOR for such rental and/or use.

## 2. More detailed description of the services

The services regulated by the Standard Terms are described in greater detail in AST, sections 9.1.2, 9.1.3 and 9.1.4. In addition to the use of stations and freight terminals and the facilities that exist as specified by AST, section 9.1.2, this includes the use of marshalling yards, holding areas or similar operating bases and the facilities available there as specified by AST, sections 9.1.2 to 9.1.4.

The installations, including land, buildings and equipment, that are arranged wholly or in part to allow one or more of the services described in greater detail in AST, sections 9.1.2 to 9.1.4 to be provided are referred to below as "Service Installations".

The quality of the services and changes to the service offering are regulated in AST, section 9.1.5.

## 3. Prices and payment for services

Bane NOR may set prices and demand payment for services in accordance with AST, section 13.

## 4. Basic requirements for the railway company

## 4.1 Acceptable and careful use

The railway company is responsible for ensuring that all its activities when using installations and facilities take place in an acceptable and careful manner and do not harm Bane NOR's property or the property of others. This responsibility is applicable irrespective of whether the activity is being performed by its own employees or by others in accordance with an agreement with the railway company. The railway company is obliged to notify Bane NOR promptly of any damage to installations and facilities that must be rectified without delay. Other damage and shortcomings must be reported without unnecessary delay. If the railway company refrains from submitting such notification to Bane NOR, the railway company will lose its potential claim for compensation and will be liable for all damage arising as a result of the delay.

The railway company must not use Service Installations and facilities for purposes other than railway enterprises. Usage must fall within what can be designated normal use of such installations and facilities and must otherwise be compliant with permits issued by Bane NOR.

The railway company's use of tracks, including terminal tracks and other tracks subject to capacity distribution in accordance with the Railway Regulations, must be compliant with what is specified in the allocated timetable.

Bane NOR may provide instructions and guidelines on the use of Service Installations and facilities there to ensure safe and efficient use. The railway company must remain abreast of and comply with such instructions and guidelines as formulated at any time.

## 4.2 Governmental requirements

The railway company must fulfil all requirements in the applicable statutes and regulations that apply to the company, as well as those applicable bans and orders issued pursuant to such.

The railway company must have all the necessary permits and approvals for its activities and must acquire these itself.

The railway company must notify Bane NOR all orders aimed directly at the railway company public authorities in respect of their activities at the Service Installations.

## 4.3 Safety requirements

All work near to live tracks and Bane NOR's high-voltage systems must be carried out in compliance with Bane NOR's requirements for safe work on and at Bane NOR infrastructure. Staff carry out work on and at Bane NOR infrastructure must have completed the courses demanded by Bane NOR. Participation in courses under the auspices of Bane NOR will be funded by the railway company in accordance with rates specified in greater detail.

The railway company must incorporate changes to Bane NOR's provisions on safety in its procedures as soon as Bane NOR has made the railway company aware of the change.

## 4.4 Duration of delays at Service Installations

Service Installations and facilities there can only be used insofar as this is compliant with the allocated capacity. Usage beyond this may be ordered as residual capacity. Parking damaged or non-operational rolling stock is not permitted. If the railway company parks damaged or non-operational rolling stock, Bane NOR may remove it at the expense of the railway company.

## 4.5 Cooperation

The railway company is obliged to cooperate with other users of installations and facilities at the Service Installations in order to ensure efficient, safe use of the Service Installations. The railway company must ensure that tracks, including stabling and terminal tracks, are cleared and made available to other users of installations and facilities by the time other users are given access in accordance with an allocated timetable.

The railway company must notify Bane NOR and other users of installations and facilities of situations which the railway company should understand could have an impact on the implementation and coordination of activities at the Service Installations.

Bane NOR is entitled and obliged to participate in meetings and inspections that are of significance for the use of installations and facilities, and for interaction and coordination with other railway companies using the Service Installations.

Bane NOR may provide instructions and guidelines on how cooperation with other users of the Service Installations and facilities is to take place so as to ensure safe and efficient use of the Service Installations. The railway company must remain abreast of and comply with such instructions and guidelines as formulated at any time.

## 4.6 Equipment

The railway company's equipment cannot be placed at the Service Installations in such a manner that it causes inconvenience for the activities of Bane NOR and others. At freight terminals, forklift trucks, loading and unloading equipment and suchlike must be positioned on the terminal site in compliance with Bane NOR's instructions. If the railway company has to place load carriers in interim storage at a public terminal site, a special agreement on this must be concluded with Bane NOR, cf. ATS, section 9.1.6.

The railway company must not use equipment that may damage Bane NOR's property or the property of others. Bane NOR can set limits for weight, size, etc. for equipment used on platforms and at installations in general.

## 5. Primary operating responsibility

The railway company's primary operating responsibility is regulated in AST, section 15.

## 6. Hazardous goods

The railway company is responsible for ensuring that all hazardous goods are handled in accordance with applicable regulations. The necessary communication with public authorities must be established by the railway company. The railway company is “responsible for the terminal” in accordance with the Regulation on land transport of hazardous goods, § 8. Upon request, Bane NOR must be given information on the railway company’s handling of hazardous goods in the public areas at the freight terminals.

## 7. Responsibility for operation and maintenance

Bane NOR’s responsibility for the operation and maintenance of Service Installations is regulated in AST, section 9.4.2. Bane NOR’s responsibility for rectifying faults, shortcomings and suchlike is regulated in AS, section 9.4.1, second paragraph.

Bane NOR may demand that the railway company holds responsibility for operation of all external areas at Service Installations specified in greater detail, including snow clearance, sanding and sweeping of roads, access, car parks and platforms, and maintenance of vegetation. The railway company may work in cooperation with other users of the Service Installations for such operation and maintenance.

## 8. The railway company’s measures at or changes to installations and facilities, etc.

The railway company cannot implement measures at or changes to installations and facilities, including establishing installations or undertaking other investments at the property, without the prior written consent of Bane NOR.

Prior consent from Bane NOR is also required if the railway company wishes to use more power, water, air, drainage, etc. than was specified at the agreement date and if any such increased use will make it necessary to set up new equipment, installations, etc.

If Bane NOR gives prior consent to the railway company to allow it to undertake measures, change work, etc. itself at the facilities, Bane NOR may at the same time specify whether the railway company has to completely or partly remove or reverse the measure, change works, etc. when moving away from the premises. Unless agreed otherwise, the measure, change works, etc. described in this section 8 will be transferred free of charge to Bane NOR after use, unless Bane NOR demands that the facilities be returned to their original condition.

The railway company is responsible for acquiring the necessary public permits and otherwise complying with all public requirements applicable to work carried out in accordance with this section 8.

## 9. Emergency response plans

The railway company must coordinate its emergency response plans with Bane NOR and other railway companies using the Service Installations. Bane NOR may provide more detailed instructions on coordination of emergency response plans which the railway company is obliged to comply with, cf. AST, section 10.2.3.

## 10. The railway company's responsibility for others

The railway company is responsible for ensuring that agents and independent contractors, subcontractors and its own customers, including forwarding agents and train companies, suppliers of goods and services, visitors and anyone else whom the railway company may allow to access the Service Installations, observes applicable regulations, instructions and guidelines and any licences issued by Bane NOR. The railway company must ensure that the stakeholders are made aware of and comply with the Standard Terms, and the railway company must conclude agreements with the stakeholders which specify the obligations pursuant to the Standard Terms.

If the railway company uses others in connection with the use of the services pursuant to AST, sections 9.1.2, 9.1.3 and 9.1.4, Bane NOR may deal with the railway company as if the railway company itself were using the services.

## 11. Liability for damage to Bane NOR's and third-party property

When using the following Service Installations and services provided there, the railway company is liable, regardless of fault, for losses caused to Bane NOR's or third-party property as a consequence of damage for which the railway company, its suppliers or others for whom the railway company is responsible:

- Bane NOR's stations
- Bane NOR's freight terminals
- Bane NOR's marshalling yards
- Bane NOR's stabling tracks

The railway company's liability is regulated in the provisions on compensation in AST, section 17.2 for all other losses suffered by Bane NOR as a consequence of any damage or inconvenience which the railway company may cause Bane NOR when using services to which the Standard Terms apply.

## 12. Bane NOR's liability to the railway company

Bane NOR is liable for damage and losses caused by Bane NOR to the railway company on the basis of general liability rules, unless this liability is regulated in the provisions on compensation in AST, section 17.2.

## 13. Non-conformance management

All non-conformances with respect to requirements applicable to safety linked with activities at the Service Installations must be reported immediately between the parties. Personnel involved in the activities at the Service Installations must report accidents and incidents to Bane NOR and the railway company without delay, cf. AST, section 8, third paragraph.

## 14. Bane NOR's access to installations and facilities

The Standard Terms involve no restriction to Bane NOR's ownership rights and rights of disposal relating to the public areas at the Service Installations. Among other things, this means that Bane NOR can carry out work, including operation, maintenance and renewal work, or make alterations to the installation without the train company being able to demand compensation for the inconvenience this causes to its activities. When carrying out such work, Bane NOR must give due consideration to the activities of the train company.

## 15. Amendment of the Standard Terms

AST, section 6, is applicable accordingly when the Standard Terms are amended.

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