

Contract on the use of locations for ticketing services
(hereinafter referred to as the „Contract“)

No.

concluded in terms of Article 269 (2) of the Act No. 513/1991 Coll. the Commercial Code as amended, Article 54 of the Act No. 513/2009 Coll. on Railroads and on amendment of certain laws, Act No. 116/1990 Coll. on the Lease and Sublease of Non-residential Premises as amended, and the Act No. 40/1964 Coll. the Commercial Code as amended.

Article I

CONTRACTING PARTIES

**1. Operator of locations
for ticketing services
(Operator)**

Business name:	Železnice Slovenskej republiky
Registered office:	Klemensova 8, 813 61 Bratislava
Statutory body:	Director General of ŽSR
Representative for negotiations:	Director, Asset Management Centre of ŽSR Bratislava
Address:	Holekova 6, 811 04 Bratislava
Legal form:	other legal entity
Registration:	Business Register of District Court Bratislava I, Section: Po, Insert No: 312/B
Registration No.:	313 64 501
Tax No.:	2020480121
VAT No.:	SK2020480121
VAT data:	the operator is entered in a VAT register
Bank details:	Unicredit Bank Czech Republic and Slovakia, a.s. the branch of the foreign bank
SWIFT:	UNCRSKBX
IBAN:	SK84 1111 0000 0011 8562 9116
Correspondence address:	ŽSR - Asset Management Centre ŽSR Bratislava Holekova 6, 811 04 Bratislava

(hereinafter referred to as the „Operator“)



2. Railway Undertaking:

(User)

Business name:

Registered office:

Statutory body:

Legal form:

Registration:

Registration No.:

Tax No.:

VAT No.:

VAT data: the tenant is/is not a taxable person in terms of Article 3 of the Act on Value Added Tax

Bank details:

SWIFT/BIC:

IBAN:

Mailing address:

Invoicing address:

(hereinafter referred to as the “User”),

(hereinafter referred together as the “Contracting parties”).

Article II

SUBJECT OF THE USE

1. Locations for ticketing services listed in Annex 1 to this Contract, which are the property of the State and are administered by the Provider pursuant to Act No. 258/1993 Coll. on Železnice Slovenskej republiky as amended, shall be subject of the use (hereinafter referred to as “**Subject of the use**”). If any location for ticketing services is equipped with the inventory of the Provider in accordance with Annex 1 to this Contract, the inventory shall also be regarded a part of Subject of the use.



Locations for ticketing services listed in Annex 1 to this Contract shall be leased by the Provider to the User on the basis that the User has been allocated the capacity of concerned locations for ticketing services under the applicable Network Statement for the relevant period.

2. The amount to be paid for the use of Subject of the use is specified in Article IV (2) of the General terms and conditions of the use of access services to locations for ticketing services.

Article III

FINAL PROVISIONS

1. The Contract shall be governed by the law applicable in the Slovak Republic. The relations between the Contracting parties which are not governed by the Contract shall be governed by the provisions of Act No. 513/1991 Coll. Commercial Code as amended, Act No. 513/2009 Coll. on Railroads and on amendment of certain laws, as amended, Act No. 116/1990 Coll. on the Lease and Sublease of Non-residential Premises as amended, and as a subsidiary by the provisions of Act No. 40/1964 Coll. Civil Code as amended and other general binding rules. Any disputes arising under this Contract shall be settled by the competent court of the Slovak Republic in accordance with the provisions of Act No. 160/2015 Coll. Civil Dispute Proceedings.
2. Terms and conditions not governed under this Contract shall be governed by the General Terms and Conditions of the Use that form integral part of the Contract, and are attached, and form part of the content of the Contract.
3. By signing the Contract, the User agrees with the General Terms and Conditions of the Use and the Network Statement and the Contracting parties undertake to abide by them.

Option a)

4. The Contract shall enter into force on the date of its signature by both Contracting parties and become effective on the date following the date of its first publication in accordance with the Civil Code in conjunction with Act No. 211/2000 Coll. on Free Access to Information and on amendments and supplements to certain acts (hereinafter the "Freedom of Information Act").

Option b)

The Contract shall enter into force on the date of its signature by both Contracting parties and becomes effective on DD/MM/YYYY. However, the effectiveness of the Contract may not commence before the date following the date of its first publication in the Central Register of Contracts of the Government Office of the Slovak Republic in accordance with the Civil Code in conjunction with Act No. 211/2000 Coll. on Free Access



to Information and on amendments and supplements to certain acts (hereinafter the "Freedom of Information Act").

5. The Contracting parties hereby acknowledge that they are obliged persons in accordance with the Freedom of Information Act, and subject to the aforesaid, the Contract shall be published following the Contract is signed by both Contracting parties.

Option in case a railway undertaking is not a obliged person:

The Contracting parties hereby acknowledge that the Provider is obliged person in accordance with the Freedom of Information Act and subject to the aforesaid, the Contract shall be published following the Contract is signed.

6. The Provider's rights and obligations shall be exercised by its relevant organizational units in accordance with its valid establishment plan.
7. The Contracting parties declare that they have the capacity to undertake legal obligations, that they have read and fully understand the content of the Contract before signing, that the Contract was concluded by mutual consent in accordance with the law, with their free will, seriously, definitely and not in distress or under considerably disadvantageous conditions. The Contract shall be signed by both Contracting parties.
8. If it is established that any of the provisions of the Contract (or a part thereof) is invalid and/or ineffective and the reason for such invalidity does not apply to the entire Contract, such invalidity and/or ineffectiveness shall not result in the invalidity and/or the Contract itself. In such a case, both Contracting parties undertake without undue delay to replace such provision (part thereof) with the new one in order to preserve the purpose pursued by the conclusion of the Contract and the provisions concerned. The structure of the Contract and its headings shall not be relevant to the interpretation of the Contract.
9. This Contract may terminate only by way of written notice in terms of Article VII of the General Terms and Conditions of the Use.
10. The purpose of the lease of locations for ticketing services, the amount to be paid and the payment (remuneration) due date for the use of locations for ticketing services and the method of payment are given in the General Terms and Conditions of the Use.
11. This Contract is concluded for a period of 5 (five) years from the date of its entry into force.
12. The Contracting parties acknowledge and express their agreement with the publication of the Contract and its possible amendments in accordance with the Civil Code in conjunction with the Freedom of Information Act.



13. The Contract is executed in four (4) copies, of which the Provider receives two (2) copies and the User two (2) copies.

The Provider:

In Bratislava on
(Place and Date)

.....
Železnice Slovenskej republiky, Bratislava

In abbreviated form "ŽSR"
*(in terms of Regulation No. 2/ 2009
of ŽSR Director General)*

The User:

In on
(Place and Date)

.....
*(Business name
of the Railway Undertaking)*

*(full name of statutory body
member and indication of his/her
position)*

