

**General Terms and Conditions of Use**  
**of access services to locations for ticketing services**

**Article I**  
**General provisions**

1. General terms and conditions of use of access services to locations for ticketing services (hereinafter referred to as the “**General Terms of Use**”) supplied by Železnice Slovenskej republiky with registered office located at the address: Klemensova 8, 813 61 Bratislava, Company registration no. 31 364 501, VAT no. SK2020480121, incorporated in the Business Register of District Court Bratislava I, Section Po, Insert no. 312/B as the operator of locations for ticketing services sets out the conditions under which Železnice Slovenskej republiky, Bratislava in abbreviated form “ŽSR“, provides the access services to locations for ticketing services in passenger stations to the service users in terms of the Act no. 513/2009 Coll. on Railroads as amended (hereinafter referred to as the “Act on Railroads”).
2. Provision of access services to locations for ticketing services to the Users - railway undertakings is subject to control and supervision by the Transport Authority, which as a regulatory body is authorized to check compliance with railway network access conditions for applicants under Section 52 and Section 53 of the Act on Railroads and falls under a regulatory framework.
3. In terms with legal regulations applicable in the Slovak Republic, the operator of locations for ticketing services publishes these General Terms of Use governing the relations between the operator of the locations for ticketing services and the railway undertaking in accordance with 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 Act no. 40/1964 Coll. Civil Code as amended.
4. These General Terms of Use shall govern the rights and obligations of the Provider of access services to locations for ticketing services and the User.

**Article II**  
**Introductory provisions**

1. Železnice Slovenskej republiky, Bratislava in abbreviated form “ŽSR” are the Provider of the access service to locations for ticketing services as the operator of locations for ticketing services in terms of Article 54(3) of the Act on Railroads (hereinafter referred to as the “**Provider**”).
2. The recipient of services to access to locations for ticketing services is a railway undertaking whose activity is to provide transportation services aimed at ensuring the transportation of persons by rail (hereinafter referred to as the “**User**”).

3. The service is provided by the Provider to the User against a payment, depending on the scope of the allocated capacity and the category of locations for ticketing services, based on the Contract on the use of locations for ticketing services (hereinafter referred to as the “**Contract**”).
4. In case the User, even after the timetable validity has expired, is interested in the use of locations for ticketing services listed in Annex 1 of the Contract or is interested in additional location for ticketing services for which he has applied for, the User shall comply with conditions laid down for capacity allocation of locations for ticketing services specified in the Network Statement in the year following the year in which he used location for ticketing services under the Contract. Once the conditions set out in the previous sentence of this section have been met, the Provider and the User shall conclude the Annex to the Contract in order to update Annex 1 to the Contract.
5. The User undertakes to use the subject of use for the purpose of selling and dispatch of transport documents. The provision of additional services (travel insurance, etc.) and the sale of additional goods related to passenger transport may be ensured by the User in the location for ticketing services only with the consent of the Provider. If share of these activities listed in the User's request for capacity allocation is found to be major it shall be considered a serious violation of the General Terms of Use, as a result of which the Provider has the right to withdraw the location for ticketing services in breach of the obligation unilaterally by a written notice.
6. The Provider shall allocate the location for ticketing services only for the timetable validity period.
7. In case of withdrawal of the location for ticketing services by unilateral written notification, the location for ticketing services shall be withdrawn at the end of the timetable.

### **Article III**

#### **Take-over and hand-over of the subject of use**

1. The Provider shall transfer to the User the subject of use on the basis of a written Protocol on the handing over and taking over of the location for ticketing services (hereinafter referred to as the “**Protocol**”). The subject of this protocol will be to define the state in which the subject of use is at the time of its transfer to the User. Logging will not occur if the User continues to use the uploaded item.
2. As long as the Provider and the User have not agreed otherwise in writing, the User shall be obliged to make the subject of use on the date of termination of use. its part vacant, clean and upon a written document, the specimen of which is Annex 2 to General Terms of Use, and hand it over to the Provider in the state he took it over, taking into account the usual wear and tear.
3. In the event of founding a different condition of the subject of use from the date of hand-over of the subject of use to the User to the date of returning the subject of use to the Provider, beyond the usual wear and tear, the User is liable to pay to the Provider the damage caused by excessive use of the subject of use or other damage that has arisen.

**Article IV**  
**Payment and billing terms of use of the subject of use**

1. By these payment and billing terms, the Provider determines the amount of the payment for the use of the subject of use under the concluded Contract.
2. The reimbursement for the subject of use at the passenger transport stations, which are included in the category of the transport point (jpm), is determined by the Measure of the Transport Office no. 2/2018 of 7 September 2018 determining the payment for access to railway infrastructure and service facilities, as follows:

Traffic point category (jpm)	Charge $U_{sz2}$ in EUR for each and every commenced calendar month and square metre excl. VAT
$A_{pm}$	2.35
$B_{pm}$	2.00

3. In case of change of traffic point category, the Provider is entitled unilaterally, without any consent of the User, only on written notice to the User, to change the amount of payment for use of the subject of use. The Provider is obliged to inform the User in writing without any delay, but no later than 14 days from the date of the change, about change of the amount of the payment.
4. Charge shall be invoiced to the User for each calendar month of use and will be included in the invoice for access to the railway infrastructure issued by the Provider. The start, respectively the end of the billing is considered to be the decisive day as the day of takeover or handover of the subject of use by the Parties, and invoicing them for the full month of the takeover or handover of the subject of use. The User will reimburse the Provider for the whole of the billing subject in accordance with the payment and billing terms agreed in the Contract for the access to railway infrastructure concluded with the Railway Undertaking for the relevant period. In the event that an advance payment system is agreed with the User for access to the railway infrastructure, the location for ticketing services payment will be invoiced in the billing invoice.
5. The Provider shall pay for the subject of use the property tax pursuant to Act no. 582/2004 Coll. on Local Taxes and Local Fee for Municipal Waste and Minor Construction Waste, as amended.
6. If the Provider finds violation of the agreed provisions of the Contract by the User or the obligations imposed on the User by generally binding legal regulations or the General terms of use and which the User does not delete within the agreed time limit even after the prior written notification of the Provider, the Provider is entitled to require the User to pay a contractual penalty amounting to:
  - a) 10% of the annual payment for the use of a particular location for ticketing services (excluding VAT), if there has been a breach of obligation in the case of the User who, according to the General terms of use, has the nature of a minor breach of the General Terms of Use; a minor breach of duty is also an infringement which is not expressly identified as a serious violation in the General Terms of Use,

- b) 20% of the annual payment for the use of a particular location for ticketing services (excluding VAT), if there has been a breach of obligation in the given case by the User who, according to the General Terms of Use, has the nature of a serious violation of the General terms of use; a serious breach of duty is also an infringement which is expressly identified as a serious violation in the General Terms of Use.

A contractual penalty may be imposed repeatedly if the User continues to violate the provisions of the Agreement or the obligation imposed on the User by generally binding legal regulations or this General terms of use or if the consequences of an already breached obligation are not remedied within the specified time limit. This is without prejudice to the right of the Provider to compensate for damages incurred as a result of the breach of these obligations, therefore, the Provider may claim the full amount of compensation.

7. In case of delay in payment of the debt, the Provider shall be entitled to charge the User for late payment in accordance with the payment and billing terms agreed in the contract on access to railway infrastructure concluded with the railway undertaking for the relevant period.
8. The agreed c does not include fees for the collection of electricity, gas, water, heat, waste collection and other services. These charges and costs are borne by the User itself, and payments for these utilities and services will be settled through separate subscription agreements with suppliers of these services. The effectiveness of these separate subscription agreements with Service Providers, which are the Provider's components as well as external service providers, will be bound to the effectiveness of the Agreement. The User is obliged to deliver the Subscriber Contract to the Provider within thirty (30) days from the date of entry into force of this Agreement, failing which this failure will be considered a serious breach of the Contract, as a result of which the Provider has the right, by unilateral written notice, to withdraw the location for ticketing services obligations apply.

## **Article V**

### **Service of documents**

1. The Contracting parties agree that the documents from the side of the User or the Provider shall be delivered to the addresses listed as the Provider's address or, the User's address for service of documents referred to in Art. I of the Contract. As far as the provisions of Art. I. of the Contract do not include an address for service of documents of the Provider's address, or the User's address, the documents shall be delivered to registered office address.
2. In the case of documents serviced by mail at the address provided as the address for service of documents in the Contract as a registered mail or registered mail with a delivery note, these documents are deemed to be delivered to the User or the Provider, even if:
- a) the User or the Provider has denied acceptance of the mail; the consignment is deemed to have been delivered on the date of the refusal to accept the consignment,
  - b) a mail has been stored and the User or the Provider has not taken it within three (3) days of the deposit; the last day of this period is considered to be the date of delivery, even if the User or the Provider has not learned of the deposit,

- c) a mail was returned to the Provider or to the User as undeliverable mainly because it was not possible for the User or The provider at the address specified in the Contract or at the address of his registered office or other register in which he is registered and the other address is not to the Provider or the User is familiar and cannot deliver the document; the document is deemed to have been delivered after three (3) days of the return of the undelivered mail, even if the User, or the Provider will not know about it.
3. Documents are delivered to employees authorized to accept them for the User and the Provider. If such employees are not present, a document is delivered, which is assigned to the person who is entitled to act on behalf of the Provider and of the User.

## **Article VI**

### **Rights and Obligations of the User and the Provider**

1. By signing the hand-over and take-over protocol of an individual location for ticketing services, the user confirms that he/she is familiar with the (technical) status of the subject of use and, in that state, takes it over without reservation.
2. The user will use the subject matter in a proper and cost-effective manner in accordance with this General Terms of Use and will comply with generally applicable regulations relating to the subject of use. Breach of these obligations is considered to be a serious violation of the General Terms of Use, as a result of which the Provider has the right, by unilateral written notice, to withdraw the location for ticketing services to which the violation relates.
3. The User is obliged to cover the costs associated with routine maintenance of the object of use and minor repairs, in particular small repairs related to use of the subject of use, equipment and equipment of the subject of use, which are listed in Annex 3 to these General Terms of Use. The cost of any other maintenance, repair of the subject of use or replacement of individual items of equipment of the subject of use shall be borne by the User only if the cost of individual repair, routine maintenance or replacement according to Annex 3 to these General Terms of Use will not raise the amount of 332.00 EUR excluding VAT (three hundred and thirty-two euros excluding VAT). This does not apply when routine maintenance is supplied by the Provider in accordance with the Annex to the Network Statement - List of traffic points for the ticketing services at the passenger stations.
4. The User is obliged to notify the Provider of the location for ticketing services without undue delay of the repairs required by the Provider. In the event of a breach of this obligation, the User is liable for the damages caused thereby and is not entitled to compensation for any damage that would otherwise be due to the impossibility or limitation of the use of the subject matter for its deficiencies.
5. The user is obliged to bear restrictions on the use of the subject of use to the extent necessary to carry out repairs and maintenance without the need for financial compensation.
6. The User is obliged to allow the Provider's employees to enter the subject of use in order to verify its technical condition, the way of using it and performing the inventory.

7. The User is obliged to allow access to the subject of use by the authorized employees of the Provider for the purpose of the revision of the specified technical equipment located in the subject of use, as well as electrical equipment, central heating, chimney installations, fire extinguishers and hydrants, if they are contained in/on the subject of use, repair and removal of faults on underground and overhead lines; devices located in the subject of use. Breach of this obligation is considered as a serious violation of the General Terms of Use, as a result of which the Provider has the right, by unilateral written notice, to withdraw the location for ticketing services concerned. At the same time, the User is responsible for all damages resulting from breach of this obligation.
8. Inventory of the subject of use and its inventory shall be made once a year, or exceptionally after prior written notice to the User at least 14 days in advance and in the presence of the person assigned.
9. The User is liable for the deficiencies identified by the control under Article VI section 7 of the General Terms of Use to remove at its own expense.
10. The User is not entitled to leave the subject of use or any part thereof for use (sublease), since the right of access to the location for ticketing services belongs only to the User and is not transferable to other natural or legal persons. However, for the avoidance of any doubt, it is agreed that the User is entitled to entrust a third party with the performance of the activities under the following item of these General terms of use in the relevant location for ticketing services. Breach of this obligation is considered to be a serious violation of the Terms of Service, as a result of which the Provider has the right to withdraw the location for ticketing services in violation of the obligation unilaterally by written notice.
11. For the purpose of selling transport documents, a user may conclude a mandate contract or one of the agreements for work performed outside the employment relationship in the location for ticketing services.
12. The user may not make any building modifications of the subject of use without the consent of the Provider. Breach of this obligation is considered to be a serious violation of the Terms of Service, as a result of which the Provider has the right to withdraw the location for ticketing services in violation of the obligation unilaterally by written notice.
13. In case any unlawful activity or any other unauthorized activity carried out on the subject of use by the User gives rise to obligations of the Provider (e.g. penalties, fines, etc.), the User undertakes to fully compensate these obligations.
14. A user may place a mark on a single location for ticketing services that includes only the business name and company logo on one or more panels with a maximum area of ten (10) square meters. Information relating to the sale of travel documents, travel and the public not having the nature of advertising will not be subject to the abovementioned limitations. Ad information will be subject to a separate ad contract.
15. The Provider and the User have agreed on the basis of Article 6(2) of Act no. 314/2001 Coll. on Fire Protection as amended, that the User is obliged to ensure on the subject of use all the fire protection tasks in accordance with the provisions of this Act and the Decree of the Ministry of the Interior of the Slovak Republic no. 121/2002 Coll.

on Fire Prevention. At the same time, the user undertakes to observe the other obligations arising from the use of the subject matter of the applicable law, in particular Act no. 364/2004 Coll. on Water and on the Amendment of the Act of the Slovak National Council no. 372/1990 Coll. on Offenses (Water Act), as amended, Act No. 79/2015 Coll. on Waste and on amendments and supplements to certain laws as amended, Act no. 17/1992 Coll. on the Environment as amended, Act no. 137/2010 Coll. on Air Protection as amended, Act no. 124/2006 on Occupational Safety and Health Protection and on the amendment of certain acts as amended, and Act no. 401/1998 Coll. on Air Pollution Charges as amended. In the event of breach of these obligations, the User is liable to the Provider for all damages caused by the breach of the User's obligations, respectively penalties imposed on the Provider.

16. The Provider and the User are obliged to immediately notify the Provider of any change of address and other data that are linked to the User's data specified in the Agreement no later than seven (7) days after the User. In the case of such a notice, the document is delivered to the newly-notified address. A breach of this User's obligation is considered to be a serious violation of the Terms of Service, as a result of which the Provider has the right to withdraw the location for ticketing services in violation of the obligation by unilateral written notice.
17. In case of occurrence of a damage event on the Provider's property, the User is obliged to report this event to the Provider without delay, but no later than within 48 hours of the time he learned of the occurrence of the damage event. The user is obliged to inform the Provider about the damage event in writing or by telephone at t. No, which will be included in the protocol drawn up for the specific location for ticketing services given in Annex no. 1 of the Agreement or by sending the information to the mail address of the contact person listed in the protocol. The user is obliged to provide assistance in processing all relevant documents necessary for the destruction of the damage event.
18. The User is not entitled to damages incurred by the Provider on his or her device for fire, theft or natural occurrence. If there is an environmental burden on the user, responsibility, the sanctions imposed by the competent authorities shall be borne by the User himself.
19. The User undertakes to abide by all Provider terms relating to a specific location for ticketing services specified in the Upload and Acquisition Protocol. Breach of these obligations is considered to be a serious violation of the General Terms of Use, as a result of which the Provider has the right, by unilateral written notice, to withdraw the location for ticketing services to which the violation relates.
20. The User undertakes to maintain Railway Station Standards related to the subject of use if applicable. In the event of breach of these obligations, the User is liable to the Provider for all damages caused to the Provider as a result of the breach of the User's obligations, respectively penalties imposed on the Provider. Breach of these obligations is considered to be a serious violation of the General terms of use, as a result of which the Provider has the right, by unilateral written notice, to withdraw the location for ticketing services to which the violation relates.
21. In the event of an accident, the Employee's staff are authorized to enter the location for ticketing services in which the accident occurred without the User's consent to perform the necessary actions to eliminate the accident. If the Provider has free space at the passenger station, they may provide the User with a log-in timetable for the

time necessary to remove the consequences of the crash and to bring the damaged location for ticketing services into service, under the Terms of Access to the location for ticketing services and these General Terms of Use.

22. The Provider is obliged to inform the User at the latest thirty (30) days of the commencement of the investment action concerning the location for ticketing services.
23. If the User's share in the allocated train path capacity is reduced, if the proportion of the planned number of trains of the applicant stopping at the transport point, The User is not using the location for ticketing services. The Provider has the right to ask the User in writing to release, process, and log the allocated location for ticketing services capacity. Failure to comply with this obligation is considered to be a serious violation of the Terms of Service, as a result of which the Provider has the right, by unilateral written notice, to withdraw the location for ticketing services to which the breach relates.
24. In the event that the Provider, while the timetable is in force, terminates an investment action as well as removes the location for ticketing services accident, the Provider shall transfer the location for ticketing services to the User in accordance with Art. III of these General terms of use, in so far as the location for ticketing services concerned will be shown to the User again.
25. According to § 40 par. 3 of Act No. 251/20012 Coll. on energy - Adjustments to the location of the specified meter are provided by the electricity customer at their own expense. The installation of the specified meter is ensured by the operator of the ŽSR distribution system at its own expense.

## **Article VII Termination**

1. The contractual relationship can be terminated:
  - a) by written agreement of the Contracting parties
  - b) The Provider may terminate the Contract in writing if the User is more than one month late in paying the payment for the subject of use.

The notice period is one month (1) month and commences on the first (1) day of the calendar month following receipt of a written notice.

- c) The User may terminate the Contract in writing, in case:
  - c1) he/she loses the ability to operate the activity for which the subject of use has been granted for use;
  - c2) the subject of use becomes without the fault of the User not eligible for the agreed use;
  - c3) if the Provider has not handed-over the location for ticketing services to the User in a condition that is capable of the agreed use and does not maintain the use of the item in a condition capable of the agreed or normal use and does not ensure



proper performance of the services the provision of which is associated with the use of the subject of use.

The notice period is one month (1) month and commences on the first (1) day of the calendar month following receipt of the written notice.

d) the termination of the Contract without any further action, namely:

d1) the date of the declaration of bankruptcy of the Property of the User pursuant to Section 23, Par. 1 of Act no. 7/2005 Coll. on Bankruptcy and Restructuring and on Amendments to Certain Acts, as amended,

d2) the date on which the User enters in accordance with Article 70 section 2 of the Act no. 513/1991 Coll. The Commercial Code as amended into liquidation,

In the event of the termination of the Contract pursuant to letter d), the User is obligated to release the object, use it and send it to the Provider without undue delay.

e) withdrawing from the Contract by the User under Article VIII section 4 of the General Terms of Use. The legal effects of withdrawal shall occur from the date of delivery of the written notice of withdrawal to the other Contracting party.

The user is obliged to unbundle, clear and protocol to the Provider without undue delay after the effective withdrawal has expired.

f) before the date of expiry of the Contract.

2. The contractual relationship to a particular location for ticketing services is terminated by withdrawal of the location for ticketing services by unilateral written notice to the User of the Provider in cases of:

a) serious breach of obligations under the Contract or the General Terms of Use. Serious breach of duty is also a breach that is explicitly identified as a serious violation in the Contract or the General Terms of Use.

b) if the User or the person using the location for ticketing services, despite written notice, gravely infringes the peace or order,

c) if it was decided to remove the building, which prevents the use of location for ticketing services.

3. The contractual relationship to a specific location for ticketing services is interrupted by withdrawal of the location for ticketing services by a unilateral written notice to the User of the Provider in the following cases:

a) performing of investment actions and removal of disturbances on/in location for ticketing services,

b) if it was decided on changes to the building, which prevents from using the location for ticketing services.

4. The legal effects of withdrawal of the location for ticketing services occur as of the date of receipt of a written notice of withdrawal of the location for ticketing services to the User. Obligations of the Contracting Parties referred to in Art. III of these General Terms of Use are not affected by the withdrawal of the location for ticketing services. Deadline for protocol delivery or the Provider shall specify the subject of use in writing.
5. The contractual relationship to a specific location for ticketing services is terminated by the location for ticketing services protocol handover to the Provider if the User affected by the location for ticketing services cannot use it. The User is obligated to prove its inability to use the location for ticketing services.
6. A contractual relationship to an individual location for ticketing services shall end on the date of the effective date of the decision to grant the right of ownership to the building in which such location for ticketing services is located in accordance with Section 28(3) of Act No. 162/1995 Coll. on the real estate cadastre and the entries of ownership and other rights to the real estates (the cadastre act) as amended.
7. The user commits to the occurrence of the facts mentioned in section 1 letter d1) and d2) of the General Terms of Use without delay - no later than five (5) days in writing to the Provider of the location for ticketing services, otherwise the User will be obliged to pay the settlement at the agreed amount in the sense of Article IV of the General Terms of Use until the date of delivery of the written notice to the Provider.
8. The notice must be preceded by written notice by the Provider to the User of the breach of the contractual terms.

### **Article VIII**

#### **Amendments to the General Terms of Use**

1. 1. The Provider is entitled to issue and make amendments to the General Terms of Use.
2. The General Terms of Use are integrated part of the Contract between the Provider and the User and form part of its content.
3. The Provider is entitled to unilaterally modify or replace these General Terms of Use unilaterally due to changes in the relevant legislation, their alignment, changes in the needs of the use of the railway network and their possibilities for providing railway services, or for other commercial reasons. This change shall be published by the Provider on the website [www.zsr.sk](http://www.zsr.sk) in terms of use of the timetable railway network at least six (6) months prior to the effective date of the amendment of the General Terms of Use.
4. In the event of disagreement of the User with the General Terms of Use, the User is entitled to withdraw in writing from the Agreement, the change of which concerns the immediate effect, and at the latest until the entry into force of the change of the General Terms of Use, the rights and obligations of the parties being governed prior to the entry into force of the change of the General Terms of Use.
5. If the User does not withdraw within the time limit specified in Article 4 of the Contract, the General Terms of Use agrees with the change of the General Terms of

Use and the Provider and the User's relations are governed by the amended General Terms of Use from the effective date.

6. Consent with amendment of the General Terms of Use shall be considered granted also by tacit expression of the goodwill of the User, consisting in the performance of de facto and legal acts, which after the amendment of the General Terms of Use enters into force continues with the contractual relationship with the Provider, is also considered to be the consent to the change of the General Terms of Use. From that moment on, the contractual relationship between the Provider and the User is governed by the amended General Terms of Use.
7. The General Terms of Use also apply after the legal relationship between the parties has ceased, and until the settlement of their mutual contractual relationship.

### **Article IX Final provisions**

1. The General Terms of Use shall enter into force on the date of their publication on the ŽSR website <https://www.zsr.sk/dopravcovia/>.

## Annex 1 to the General Terms of Use

*TEMPLATE*  
**Protocol on hand-over and take-over  
of the location for ticketing services**

in terms of Article III section 1  
of the General terms of use of access services to locations for ticketing services

**1. Providing entity  
(the Provider):**

Business name: **Železnice Slovenskej republiky, Bratislava  
v skratenej forme "ŽSR"**  
Registered office: Klemensova 8, 813 61 Bratislava  
Reg. no.: 313 64 501  
Organizational unit: Správa majetku ŽSR Bratislava, Holekova 6, 811 04  
Bratislava  
(hereinafter referred to as "SM BA" )

Represented by: .....  
(name, surname, position, workplace)

(hereinafter referred to as "**Providing entity**")

**and**

**2. Receiving entity  
(the User):**

Business name: .....  
Registered office: .....  
Reg. no.: .....  
Organizational unit: .....  
Represented by: .....  
(name, surname, position, workplace)

(hereinafter referred to as "**Receiving entity**")

**Article I**

1. On the basis of the Contract no. .... of ..... on the use of locations for ticketing services (hereinafter referred to as the "Contract") the transferring entity is committed to hand over to Receiving entity for using of (in running order – *to be indicated for Option 1*) the subject of use:

**Option 1**

Room no. ...., **part of the room no. ....**, of area ..... sq. meters, located on ..... above ground floor ..... of building, railway station ....., which the Transferring entity used for the purpose of ticketing services.

**When using the room(s) the following shall be indicated:**

Room(s) is/are as indicated in the drawing of the ground plan, which forms Annex 1 of this Protocol.

**When placing of ticket vending machines the following shall be indicated:**

Location of ticket vending machine/machines is marked in the layout plan, which forms Annex 1 of this Protocol.

**Option 2**

Land, **part of the land**, reg. .... KN, parcel no. ..., type of land ..., of area ..., located in the cadastral area ..., which is ... incorporated in Property deed no. ... listed in District Court..., Cadastral department .....

The land is marked in a copy of the photograph of the cadastral map, which forms Annex 1 of this Protocol.

**Article II**

**Option 1**

1. In terms of abovementioned Contract, the Providing entity hands over to Receiving entity the subject of use under Article I of this Protocol as follows:

**Key to the room/rooms:**

room no. .... number of keys ..... pcs

room no. .... number of keys ..... pcs

room no. .... number of keys ..... pcs

**Inventory** (indicate if it is not listed on the notice board in the room):

.....  
.....  
.....  
.....

**Option 1.1 (for ticket vending machines)**

1. Under the above mentioned Contract, Providing entity hands over the subject of use to Receiving entity in terms of Article I of this Protocol – part of the room no. .... for the purpose of installation of a ticket vending machine.

**Option 2**

1. In terms of abovementioned Contract, the Providing entity hands over to Receiving entity the subject of use – the land under Article I of this Protocol as follows:

**Article III**

1. Receiving entity confirms the take-over of the subject of use against a signature in terms of Article II of this Protocol.

*Option 1*

2. Receiving entity confirms by signing of the Protocol that it was made familiar by Providing entity with actual condition of the subject of use – room(s) no. ...., *part of the room no. ....* at the time of its receipt.

*Option 2*

2. Receiving entity confirms by signing of the Protocol that it was made familiar by Providing entity with actual condition of the subject of use – the land indicated in Article I of this Protocol at the time of its receipt.

**Article IV**

1. Receiving entity is obliged in the course of using of the subject of use to comply with the conditions stipulated by this Contract and General Terms of Use of access services to locations for ticketing services, listed in the Network Statement.

*Indicate only when using non-residential premises*

2. If a damage event occurs on the subject of use, Receiving entity shall be obliged to inform Providing entity of the damage event not later than forty-eight (48) hours from the time he was aware of the event in writing or by telephone at tel. no. ... *(relevant OSM will add contact of a competent person)* or by sending information to an e-mail address: .....

**Article V**

**Other agreed terms and conditions regarding the subject of use:**

.....  
.....  
.....  
.....  
.....

In witness of:

**Transferring entity:**

Name and surname:

Signature:

**Receiving entity:**

Name and surname:

Signature:

Place: ..... Date: .....  
Annex 2 to the General Terms of Use

*TEMPLATE*  
**Protocol on hand-over and take-over  
of the location for ticketing services**

in terms of Article III section 2  
of General terms of use of access services to locations for ticketing services

**1. Providing entity  
(the Provider):**

Business name: **Železnice Slovenskej republiky, Bratislava  
v skratenej forme “ŽSR“**  
Registered office: Klemensova 8, 813 61 Bratislava  
Reg. no.: 313 64 501  
Organizational unit: Správa majetku ŽSR Bratislava, Holekova 6, 811 04  
Bratislava  
(hereinafter referred to as “SM BA” )

Represented by: .....  
(name, surname, position, workplace)

(hereinafter referred to as “**Transferring entity**”)

**and**

**2. Receiving entity  
(the User):**

Business name: .....  
Registered office: .....  
Reg. no.: .....  
Organizational unit: .....  
Represented by: .....  
(name, surname, position, workplace)

(hereinafter referred to as “**Receiving entity**”)

**Article I**

1. Under the Contract on the use of locations for ticketing services no. .... of .....  
(hereinafter referred to as the “Contract”) the Transferring entity returns the subject of use  
to the Receiving entity:

*Option 1*

Room no. ...., *part of the room no. ....*, of area ..... sq. metres, located on ..... above ground floor ..... of building, railway station ....., which the Transferring entity used for the purpose of ticketing services.

*Option 2*

Land, *part of the land*, reg. .... KN, parcel no. ..., type of land ..., of area ..., located in the cadastral area ..., which is ... incorporated in Property deed no. ... listed in District Court..., Cadastral department .....

**Article II**

*Option 1*

In terms of abovementioned Contract, Providing entity hands over to Receiving entity the subject of use under Article I of this Protocol as follows:

**Key to the room/rooms:**

room no. .... number of keys ..... pcs

room no. .... number of keys ..... pcs

room no. .... number of keys ..... pcs

**Inventory:**

.....  
.....  
.....  
.....  
.....

*Option 1.1 (for ticket vending machines)*

In terms of abovementioned Contract, Providing entity hands over to Receiving entity the subject of use – part of the room no. ...., in which ticket vending machine has been placed and is operated.

*Option 2*

1. In terms of abovementioned Contract, Providing entity hands over to Receiving entity the subject of use – the land under Article I of this Protocol as follows:

**Article III**

1. Receiving entity confirms the take-over of the subject of use against a signature in terms of Article II of this Protocol.



**Article IV**

**Other agreed terms and conditions regarding the return of the subject of use to the Provider (e.g. the date of removal of the deficiencies found, completion of the missing inventory, settlement of compensation for the discovered damages, etc.):**

.....  
.....  
.....  
.....

In witness of:

**Transferring entity :**

Name and surname:

Signature:

**Receiving entity:**

Name and surname:

Signature:

Place: ..... Date: .....

## Annex 3 to the General Terms of Use

### List of minor repairs and routine maintenance provided by the User at his own expense

#### 1. Sanitary facilities:

- 1.1 Fixing loose fixtures (sanitary basins, kitchen sinks, WCs, flushing cisterns, sinks, showers, bidets, etc.) or their holders, brackets, boxes, hangers, etc.,
- 1.2 Repairs and replacement of fittings (seals, outlet valves, control valves, taps, etc.)
- 1.3 Repair, replacement of siphons, grease traps, kitchen waste crushers
- 1.4 Repair, replacement of fixed or hose shower,
- 1.5. Repair, replacement of chains and bays to fixtures,
- 1.6 Repair and replacement of hangers, supports, roses, flushing rods, etc.,
- 1.7. Repair, replacement of doors to the curved ascending pipe or to the siphon of the panel,
- 1.8 Repair, change of toilet paper box
- 1.9 Cleaning clogged waste pipes into the drainage pipe outlet
- 1.10 Repair, replacement of flushing device siphon, float mechanism, lever, flush seal. tank, passage valve in front of tank, tank and toilet cuffs, parachute saddle grinding etc.
- 1.11 Repair, replacement of toilet seat cover with cover,
- 1.12 Replace of the seal or valve plugs
- 1.13 Repairing a pressure flusher with replacement of small flush components. mechanism,
- 1.14 Repair, replacement of sink frames and sinks.

#### 2. Electrical equipment

- 2.1 Repair, replacement of switches of all types,
- 2.2 Repair, replacement of drawers, pushbuttons, sockets, bell and signaling devices, including the door button, bell transformer and local battery
- 2.3 Repairing luminaires, replacing their components, including replacing bulbs or fluorescent lamps.

#### 3. Cookers, gas or electric cookers, gas appliances

- 3.1 Repair, replacement of burners
- 3.2. Repair, replacement or refilling of bolts, rivets and other small parts,
- 3.3 Repair, replacement of electrical switches
- 3.4 Repair, replacement of thermostats
- 3.5 Repair of plates and oven for baking
- 3.6 Replacing the power cord or hose
- 3.7 Replacing the baking tray, baking tray and oven tray.

#### 4. Heat consumption meters, central heating

- 4.1 Repair of individual heat consumption meters
- 4.2 Repair of thermostatic valves
- 4.3 Repairing the inlet, outlet or vent valve
- 4.4 Restoration of protective coatings.

#### 5. Cooling equipment

- 5.1 Replacing the cartridge and coolant or oil
- 5.2 Lubrication and cleaning of engine and compressor
- 5.3 Replacing the seal
- 5.5 Drive Belt Replacement
- 5.6 Thermostat setting and repair
- 5.7 Repair, replacement of power cord.

#### **6. Windows, doors, fittings and locks**

- 6.1 Repair, replacement of keys, olives, labels, buttons, prismatic glass, mailbox, interlocks, hinges, shutter catchers, latches, rail locks, pulleys, ventilation, chain, rods, locks, locks, keys
- 6.2. Repair and replacement of window or door seals
- 6.3 Minor repairs to glazing bars
- 6.4 Glazing of window or door wings
- 6.5 Minor repairs, replacement of window sills,
- 6.6 Repair, replacement of roller shutter mechanism, blinds,
- 6.7 Repair, Canvas Replacement, Cord
- 6.9 Repair, replacement of bars, replacement of plates.

#### **7. Surfaces of building structures (walls, floors, paving)**

- 7.1. Repair of loose ceramic or other tiles or tiles up to 2 m<sup>2</sup>;
- 7.2 Repair and replacement of skirting board
- 7.3 Fixing, replacing floorboards,
- 7.4 Fixing, replacement of wooden decking boards up to 2 m<sup>2</sup>
- 7.5 Repair of floor coverings
- 7.6. Restoration of lime or oil wall paints;
- 7.7 Restoration of protective coatings of metal structures in or on the subject of lease (railings, lumbing structures, metal distribution boxes, etc.)
- 7.8 Repairs, cleaning, replacement of wallpaper.