

**Annex II - Table comparing the contractual clauses in the EU Member States**

	<b>Documents</b>	<b>Possible negotiation</b>	<b>Basis of liability</b>	<b>Limitation of liability</b>	<b>Damage covered</b>	<b>Concomitant causes</b>	<b>Other actions</b>	<b>Notice of claim</b>
<b>BE Infrabel</b>	Contract (model in the Network statement copied from CUI)	Partially on possible damage resulting for RU/IM from disruptions	<p>Liability of IM which caused damage during the use of infrastructure and having its origin in the infrastructure</p> <p>Liability of RU which caused damage during the use of the infrastructure by means of transport used or by the persons or goods carried.</p> <p>Relief: IM and RU can be relieved for - bodily loss (and IM also for damage resulting from CIV):     . external circumstances despite the required care - to the extent of the victim's fault     . third party's behaviour despite the required care - property loss (and IM also for damage resulting from CIV), to the extent of the victim's fault</p>	<p>- Nuclear accident caused by the operator of a nuclear installation - No liability &lt; 2500 €</p>	<p>-bodily loss -damage to property -IM towards RU, pecuniary loss as resulting from damages paid under CIV and CIM)</p>	Liabilities to the extent of the attributable cause	Limited to the same extent as the contract	/
<b>DE Deutsche Bahn Netz</b>	Contract (General Terms and Conditions) included in the Network Statement	No	<p>Provided in statutory provisions (7.5.1.1. of the Network Statement) Strict liability for the integral damage</p>	<p>No liability for damage to properties &lt; 10.000 €</p>	<p>- property damage if &lt; 10.000€ - personal injury</p>	If causer of damage to third party unknown, Parties liable in equal proportions	/	/
<b>DK Rail Net Denmark</b>	No contract provided / Network Statement available but no liability provisions	No answer	Nothing in the NS / should be provided in the contract	Nothing in the NS / should be provided in the contract	Nothing in the NS / should be provided in the contract	/	/	/

	provided – states that the access agreement shall contain such liability provisions							
<b>EL EDISY S.A.</b>	No contract provided (probably due to the absence of competition) / NS is still being completed - no liability provisions provided – reference to the statutory provisions	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>ES Adif</b>	No contract provided / Network Statement available but no liability provisions provided – reference to the statutory provisions	N/A	Provided in statutory provisions	N/A	N/A	N/A	N/A	N/A
<b>FR RFF</b>	Contract (General Terms and Conditions)	No	1) liability of IM: - if default in the infrastructure - fault in the management of the infrastructure  2) liability of RU: - if people or goods transported is at the origin of the liability - equipment default - fault in the use of infrastructure  Relief:	-no liability < 10.000 € (unless due to wilful misconduct) -no liability for immaterial damage such as financial or commercial damage, loss of clients, raise of general costs, loss of profit, loss of	- bodily loss - material damage -immaterial damage (including .for IM: fees not charged and compensation for cancellation of fees .for RUs: immobilisation of trains, damages paid to RU's clients by law)	Parties agree to their respective part of liability	Limited to the same extent as the contract	3 years

			<ul style="list-style-type: none"> <li>- force majeure, unavoidable external causes</li> <li>- fault/order of IM / RU</li> <li>- the fact of a third party</li> </ul>	<ul style="list-style-type: none"> <li>reputation, etc.</li> <li>-liability limited to 1000x the amount of the fees concerned for immaterial damage</li> </ul>				
<b>HU MÁV</b>	Contract (model in the Network statement - Annex 2.4, Chapter V)	No answer but settling procedure is said non-discriminatory	<p>1. Liability based on fault (breach of the law)</p> <p>Relief: Force majeure</p> <p>2. Risky activity: Strict liability (meaning causality between damage and activity of the IM or between damage and operation of trains by IM)</p> <p>Relief -beyond the risky activity -victim's fault -abnormality (or malfunctioning) in the sphere of the other activities</p>	/	<ul style="list-style-type: none"> <li>- bodily injuries</li> <li>- provided in statutory provisions (all type of damage provided there is a causal link)</li> </ul>	<ul style="list-style-type: none"> <li>- liabilities to the extent of the attributable cause</li> <li>-contributory negligence (for bodily injuries)</li> </ul>	/	/
<b>IE Irish Rail</b>	None	None	N/A	N/A	N/A	N/A	N/A	N/A
<b>LT JSC Lietuvos Gelezinkeliai</b>	No contract provided / Network Statement available but no liability provisions provided	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>PL PLK</b>	No contract provided / Network Statement available but only contains general	N/A	Provided in statutory provisions and in Contract	<ul style="list-style-type: none"> <li>- No liability if exceptional or crisis situation</li> <li>- PKP is not liable when RU does not adhere</li> </ul>	<ul style="list-style-type: none"> <li>- not the costs borne as a result of accounting for other contracts signed by the party</li> <li>- not the loss of benefits</li> </ul>	N/A	N/A	N/A

	principles (hereby described)			to the parameters of the journey	Except - if stems from law - if intentional guilt or gross negligence - if contract with another RU			
<b>RO CFR</b>	Contract (Annex 2 of the Network Statement)	No	<p>IM liable if accident because of / as a result of the performance of the specific activities</p> <p>Relief for bodily &amp; pecuniary loss: -Force majeure -circumstances not connected to IM -victim's fault -third party</p> <p>Relief for material damage &amp; pecuniary loss: RU's fault</p> <p>liability of RU if: - damages caused by rolling stock, passengers or goods; - by trains, convoys and rolling stock used for supply; - liable for integrity of transportation</p> <p>Relief: Force majeure</p>	/	<p>IM is liable for: -bodily loss -damages to property -pecuniary losses resulting from national and international conventions</p> <p>RU is liable for: Not specified (general rules would apply – foreseeable and direct damage)</p>	Liabilities to the extent of the attributable cause	/	/
<b>UK 1 Network Rail</b>	Contract approved by RB (ORR)	Different liability caps per client	<p>Liability based on fault:</p> <p>1) liability of IM: - a failure to comply with Safety obligations - Environmental damage arising directly from acts or omissions of BRB or IM - negligence</p> <p>2) liability of RU:</p>	If exceeds Liability Cap referred to in the contract	Relevant losses: all costs, losses (including loss of profit and loss of revenue), expenses, payments, damages, liabilities, interest	/	/	/

