



DSDiK
Dolnośląska Służba Dróg i Kolei we Wrocławiu



**DOLNY
ŚLĄSK**



**KULTURA
BEZPIECZEŃSTWA
W TRANSPORCIE KOLEJOWYM**

**REGULATIONS OF THE
NETWORK
Lower Silesian Voivodeship
Lower Silesian Road and Railway Service in Wrocław**

DIRECTOR OF DSDiK

Leszek Loch

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Network Regulations 2024/2025

Valid from December 15, 2024, to December 13, 2025

List of amendments

No.	Basis for the amendment	Scope of the introduced amendment	Valid from
1.	Change of maximum speed in POS	Railway line 326	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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Chapter 1 General regulations

§ 1 Definitions

1. This Regulation has been developed based on the applicable legal acts governing the activities of entities in the railway market:
 - Act of March 28, 2003, on railway transport (Journal of Laws of 2024, item 697);
 - Act of March 21, 1985, on public roads (Journal of Laws of 2024, item 320);
 - Act of August 19, 2011, on the transport of dangerous goods (Journal of Laws of 2024, item 643);
 - Regulation of the Minister of Infrastructure and Construction of April 7, 2017, on the provision of railway infrastructure (Journal of Laws of 2024, item 602);
 - RRJ – annual timetable;
 - Regulation of the Minister of Infrastructure of October 12, 2005, on the general technical conditions for the operation of railway vehicles (Journal of Laws of 2016, item 226, as amended);
 - Regulation of the Minister of Infrastructure of July 18, 2005, on the general conditions for railway traffic management and signaling (Journal of Laws of 2015, item 360, as amended);
 - Regulation of the Minister of Transport, Construction and Maritime Economy of January 3, 2013, on the manner of keeping the register and the method of marking railway vehicles (Journal of Laws of 2019, item 918);
 - Regulation of the Minister of Infrastructure and Construction of March 16, 2016, on serious accidents, accidents, and incidents in railway transport (Journal of Laws of 2016, item 369).
2. For the purposes of the Regulations, the following definitions of terms and abbreviations are introduced:
 - 1) Applicant – a railway carrier, an international grouping of economic interests comprising railway carriers or another entity interested in obtaining capacity, in particular the organizer of public railway transport, a forwarder, a consignor of cargo, or a combined transport operator;
 - 2) DSDiK – Lower Silesian Voivodeship Lower Silesian Roads and Railways Service in Wrocław – the manager of railway infrastructure owned by the Lower Silesian Voivodeship;
 - 3) IRJ – individual timetable in accordance with § 8 of the Regulation of the Minister of Infrastructure and Construction of April 7, 2017, on the provision of railway infrastructure;
 - 4) ISZTP – Internet Train Route Ordering System "Zamawiaj i Jedź" an application by PKP Polish State Railways S.A. that enables Applicants and railway carriers to process requests related to capacity allocation;
 - 5) railway line – a designated railway route established by the infrastructure manager, adapted for the operation of train traffic;
 - 6) PKP PLK – PKP Polish State Railways S.A.
 - 7) Train – a railway vehicle or a set of railway vehicles that meets the requirements specified for a train and to which the infrastructure manager has assigned the status of a train;
 - 8) DSDiK employees – employees of DSDiK and other individuals that it employs to execute the

Agreement for allocation or the Agreement for utilization;

- 9) Carrier employees – employees of the carrier and other individuals that it employs to execute the Agreement for utilization;
- 10) President of UTK – President of the Railway Transport Office;
- 11) Carrier or Railway Carrier – an entrepreneur authorized by license to perform railway transport or provide traction services;
- 12) Regulations – Regulations of the Network 2024/2025 of the Lower Silesian Roads and Railways Service in Wrocław;
- 13) Regulations of PKP PLK – Regulations of the Network 2024/2025 of PKP Polish State Railways S.A.;
- 14) Regulation – Regulation of the Minister of Infrastructure and Construction of April 7, 2017, on the provision of railway infrastructure;
- 15) RRJ – annual timetable;
- 16) Emergency situation – a situation in which it is impossible to fulfill the obligations arising from the Use Agreement, caused by a sudden event occurring independently of the will of the parties to the agreement, creating a disruption or a threat of disruption to the operational process on the DSDiK lines, which neither party to the agreement could have foreseen or prevented, despite exercising due diligence.

An emergency situation may arise from:

- a) Introduction of a state of emergency (state of natural disaster, state of exception, state of war) across the entire country or in part of it;
 - b) Social protests such as strikes;
 - c) Terrorist incidents or indicators thereof;
 - d) Other unforeseen events such as floods, fires, hurricanes, landslides, prolonged precipitation, network failures, including those resulting from decisions made by public authorities, leading to changes in the operational process;
- 17) SŽ – Správa železnic, státní organizace, railway infrastructure manager in the Czech Republic;
 - 18) Capacity allocation agreement - an agreement for the allocation of capacity entered into with the Applicant;
 - 19) Utilization agreement – an agreement for the utilization of capacity entered into with the Carrier;
 - 20) Act – Act of March 28, 2003, on railway transport;
 - 21) WRJ – internal train timetable;
 - 22) Infrastructure manager – an entity responsible for managing railway infrastructure or, in the case of constructing new infrastructure, an entity that has joined the construction as an investor; the tasks of the infrastructure manager can be performed by various entities;
 - 23) ZRJ – substitute train timetable containing changes resulting from planned investment, modernization, repair work, and ongoing maintenance.

§ 2 Basic information about the infrastructure manager

1. DSDiK is a budgetary local government unit funded by the Lower Silesian Voivodeship.
2. DSDiK performs tasks on behalf of the Board of the Lower Silesian Voivodeship related to the rights and obligations of the road manager and the railway infrastructure manager as specified in the Railway Transport Act.
3. DSDiK has safety authorization No. PL2120200001 dated April 2, 2020, valid from April 7, 2020, to April 7, 2025.
4. Contact details:

Lower Silesian Voivodeship

Lower Silesian Roads and Railways in Wrocław

Krakowska Street 28, 50-425 Wrocław

Office	tel.	(71) 39 17 100-102
	fax.	(71) 39 17 110
	e-mail:	kancelaria@dsdik.wroc.pl
Unit Service Department	tel.	(71) 39 17 196
Rail Division	tel.	(71) 39 17 185-187

5. Complaints and requests regarding the activities of DSDiK as the railway infrastructure manager should be sent in writing to the correspondence address or via email: kancelaria@dsdik.wroc.pl.

§ 3 General conditions

1. The requirements for the railway infrastructure manager, as well as Applicants and Carriers, are defined by the provisions of the Railway Transport Act, executive acts issued based on it, and other generally applicable legal regulations.
2. The regulations define the principles of cooperation and the requirements necessary to obtain access to and use of the railway infrastructure managed by DSDiK, which apply to all Applicants and Carriers.
3. The detailed relationships between Applicants and Carriers with DSDiK are defined in the Allocation Agreement or the Utilization Agreement, which outline the rights and obligations of the parties, as well as the commercial and legal aspects related to the fulfillment of mutual obligations.

§ 4 Use of the Regulations, dissemination, and making changes

1. The Regulations were developed by DSDiK based on Article 32 of the Railway Transport Act and § 27 of the Regulation of the Minister of Infrastructure and Construction of April 7, 2017, regarding the availability of railway infrastructure.
2. The draft of the Regulations is consulted with entities in the railway market, in accordance with § 27, subparagraph 3 of the Regulation of the Minister of Infrastructure and Construction of April 7, 2017, regarding the availability of railway infrastructure.

3. The Regulations are implemented by the Directive of the Director of DSDiK.
4. The Regulations consist of a descriptive part, which specifies the conditions for: access to railway infrastructure, allocation of capacity, use of allocated capacity, information on charges, and appendices containing the characteristics of railway infrastructure and a list of internal regulations.
5. The draft of the Regulations, a summary of the submitted comments, as well as the adopted Regulations and their amendments, are published on the website of the manager at www.dsdik.wroc.pl in the Railway section.
6. The Regulations are applicable throughout the entire period of preparation, development, and validity of the train timetable for 2024/2025, from December 15, 2024, to December 13, 2025.
7. In justified cases, changes to the Regulations are allowed in accordance with the principles specified in §27, subparagraph 3 of the Regulation of the Minister of Infrastructure and Construction of April 7, 2017, regarding the availability of railway infrastructure. These changes come into effect 10 days from the date of their publication.
8. Changes resulting from amendments to generally applicable legal regulations are made in accordance with the deadlines specified by those regulations.
9. DSDiK updates the data in the appendices to the Regulations as needed.
10. Consultations referred to in paragraphs 2 and 7 are conducted with Applicants via email. Correspondence related to the Regulations should be directed to the following address: kancelaria@dsdik.wroc.pl.
11. Applicants may submit their comments within 14 days of receiving the draft amendment. Failure to respond within the designated time frame to the proposed change in the Regulations indicates acceptance of the amendment.

Chapter 2 Infrastructure

§ 5 Railway infrastructure, technical and operational parameters of the line

1. The Lower Silesian Voivodeship Lower Silesian Roads and Railways in Wrocław manages the railway infrastructure, which includes:
 - 1) Railway line no. 311 section Szklarska Poręba Górna - State Border from km 29.844 to km 43.138
 - 2) Railway line no. 326 section Wrocław Zakrzów - Trzebnica from km 1.260 to km 19.903
 - 3) Railway line no. 341 section Bielawa Zachodnia - Dzierżoniów from km -0.530 to km 5.118
 - 4) Railway line no. 303 section Duninów - Chocianów from km 7.880 to km 10.970
 - 5) Railway line no. 316 section Chojnów - Rokitki from km 21.832 to km 26.755
 - 6) Railway line no. 317 section Gryfów Śląski - Świeradów Zdrój from km 0.668 to km 16.544
 - 7) Railway line no. 283 section Jelenia Góra - Lwówek Śląski from km 2.140 to km 33.316
 - 8) Railway line no. 284 section Jerzmanice Zdrój - Lwówek Śląski from km 24.444 to km 48.157
 - 9) Railway line no. 291 section Szczawno Zdrój - Sobięcin from km 3.400 to km 17.140
 - 10) Railway line no. 302 section Strzegom - Marciszów from km 44.835 to km 73.040
 - 11) Railway line no. 303 section Chocianów - Przemków from km 10.970 to km 31.100
 - 12) Railway line no. 308 section Piszczowice - Jelenia Góra from km 7.945 to km 37.818

- 13) Railway line no. 310 section Kobierzyce - Piława Górna from km 0.174 to km 38.645
 - 14) Railway line no. 312 section Wojcieszów - Nowy Kościół from km 16.090 to km 33.430
 - 15) Railway line no. 318 section Srebrna Góra - Bielawa Zachodnia from km 12.380 to km 28.295
 - 16) Railway line no. 319 section Kondratowice - Łagiewniki from km 46.200 to km 51.139
 - 17) Railway line no. 320 section Ciepłowody - Ciepłowody from km 9.982 to km 13.28
 - 18) Railway line no. 322 section Kłodzko Nowe - Stronie Śląskie from km 9.700 to km 24.622
 - 19) Railway line no. 323 section Nowa Wieś Grodziska - Nowa Wieś Grodziska from km 0.303 to km 2.065
 - 20) Railway line no. 327 section Ścinawka Średnia - Radków from km 6.248 to km 14.255
 - 21) Railway line no. 327 section Wolibórz - Nowa Ruda Słupiec from km -5.380 to km 0.000
 - 22) Railway line no. 331 section Rostoka - Rostoka from km 13.332 to km 14.636
 - 23) Railway line no. 335 section Henryków - Ciepłowody from km -0.279 to km 10.080
 - 24) Railway line no. 340 section Mysłakowice - Karpacz from km -0.247 to km 7.055
 - 25) Railway line no. 345 section Kamienna Góra - Piszczowice from km 1.780 to km 3.040
 - 26) Railway line no. 372 section Bojanowo - Góra Śląska from km 0.600 to km 15.305.
2. The DSDiK railway lines are standard gauge, non-electrified, single-track lines.
 3. The basic technical and operational parameters of the infrastructure managed by DSDiK are specified in Appendix No. 1.
 4. The technical and operational conditions of the line are included in WRJ PKP PLK, Appendix No. 1 "Warunki techniczno- ruchowe."
 5. The list of platforms on the railway lines is included in Appendix No. 2.
 6. DSDiK does not provide for the prioritization of the type of transport on the managed railway lines in the sense of Article 29b of the Act.
 7. The National Infrastructure Register (RINF) maintained by the President of the Railway Transport Office is available for registered users on the website <https://rinf.utk.gov.pl>.
 8. Information about service infrastructure facilities is included in *the Access Regulations for service infrastructure facilities managed by the Lower Silesian Voivodeship and the Lower Silesian Roads and Rail Service in Wrocław*, available on the website <https://dsdik.wroc.pl/> in the KOLEJE section.

§ 6 Availability of infrastructure

1. Operational restrictions on the infrastructure may arise, among other things, from:
 - 1) Planned track closures resulting from investment, modernization, repair, or ongoing maintenance work;
 - 2) Damage to rolling stock;
 - 3) Unplanned track closures caused by damage to railway infrastructure;
 - 4) Temporary restrictions on the use of sections of railway lines or the operation of traffic control posts;
 - 5) Emergency or crisis situations;
 - 6) Threats to traffic safety or the safety of transporting people and goods;
 - 7) Needs related to national security and defense;
 - 8) Decisions of the President of the Railway Transport Office or other authorized bodies.
2. The Manager promptly informs the Carrier about the changes resulting from the introduction of operational restrictions via fax or electronically.

3. The schedule of planned track closures is included in Appendix No. 3.
4. On the lines affected by the planned track closures, PKP PLK will develop the ZRJ based on the actual capacity of the lines, in accordance with the PKP PLK Regulations.
5. Information on restrictions regarding the transport of dangerous goods, including the procedures for all participants involved in the transport of dangerous goods on railway lines managed by DSDiK, as well as measures to prevent situations that create threats to people and the environment arising from this process, is included in the regulation "UK-7 Instruction for Transporting Dangerous Goods by Rail of the Lower Silesian Roads and Railways in Wrocław," indicated in Appendix No. 4.

Chapter 3 Access conditions

§ 7 Conditions for submitting applications for capacity allocation

1. The applicant acquires the right to submit requests for the allocation of capacity after concluding an Agreement with the manager for the allocation of capacity.
2. In order to conclude the Agreement, the Applicant submits a written request to DSDiK, in which they specify, in particular:
 - 1) The name, registered office, and address;
 - 2) Data enabling unambiguous identification, including: NIP, Regon, KRS;
 - 3) The planned scope of the ordered capacity;
 - 4) The type of transport for which the Applicant will submit requests for the allocation of transport capacity.
3. In the case of Applicants intending to submit requests for the allocation of transport capacity in the area of railway passenger transport, other than occasional, the Applicant specifies the planned scope of the ordered capacity to the extent that they have concluded a public service contract, presented a statement from the organizer of public railway transport regarding the intention to include trains under the public service contract, or obtained a decision granting open access.
4. The submission of requests for the allocation of transport capacity and their consideration is carried out under the rules specified in § 17-21.
5. The transport capacity allocated to the Applicant cannot be transferred to another Applicant, nor can it be used for the implementation of a different type of transport than indicated in the request for the allocation of transport capacity.
6. An Applicant, who is not a Carrier, may indicate different railway Carriers authorized to use the transport capacity allocated based on individual requests. Within a single request for the allocation of transport capacity, the Applicant specifies one Carrier.
7. An Applicant, who is a Carrier, cannot indicate another railway Carrier to use the transport capacity allocated to them.

§ 8 Conditions for obtaining access to railway infrastructure

1. The Carrier acquires the right to use the railway infrastructure upon concluding a Utilization Agreement.
2. Before concluding the Utilization Agreement, the Carrier is obliged to submit to the manager:
 - 1) A certified copy of a valid license referred to in Article 43 of the Act;
 - 2) A certified copy of a valid safety certificate referred to in Article 18b of the Act;

- 3) A statement that the rolling stock used for the operations will meet the conditions specified in the regulation of the Minister of Infrastructure of October 12, 2005, on the general technical conditions for the operation of railway vehicles;
 - 4) A statement that they undertake to inform about changes, suspension, or revocation of the license and/or safety certificate.
3. The documents referred to in subparagraph 2 must be submitted in Polish or in a certified translation of the originals into Polish.
 4. The carrier that, under the previous train schedules, submitted to DSDiK the documents referred to in subparagraph 2, which have not lost their validity for the 2024/2025 schedule, has the option to submit a statement before concluding the Agreement for use in the 2024/2025 schedule, confirming that these documents remain valid. In the event of changes to these documents, the provisions of subparagraph 2 shall apply.

§ 9 Licenses, safety certificates

1. The competent authority for granting, refusing, amending, suspending, or revoking the license of an entrepreneur based in the territory of the Republic of Poland is the President of the Railway Transport Office.

Contact details:

Railway Transport Office

Al. Jerozolimskie 134, 02 – 305 Warsaw.

www.utk.gov.pl

2. The issuance, extension of validity, modification, and revocation of safety certificates, as well as the maintenance and updating of their register, are tasks of the President of the Railway Transport Office, in the scope of supervision over entities whose activities impact railway traffic safety and the safety of railway operations. The contact details of the Railway Transport Office are provided in subparagraph 1.

§ 10 General commercial conditions

The detailed conditions of cooperation between Applicants and railway Carriers with the manager are established in the Allocation Agreement or the Utilization Agreement, which define the rights and obligations of the parties, as well as the commercial and legal aspects related to the fulfillment of mutual obligations.

§ 11 Framework agreement

1. DSDiK does not plan to enter into agreements for the reservation of capacity beyond the duration of the RRJ 2024/2025.
2. At the justified request of the Applicant, DSDiK may enter into an agreement for the reservation of capacity beyond the duration of the RRJ, in accordance with the provisions of Article 31 of the Act.

§ 12 Operational regulations

1. The provisions applicable to the Applicant and the Carrier using the railway infrastructure managed by DSDiK are as follows:
 - The internal regulations of DSDiK listed in Appendix No. 4.
 - Regulations of PKP PLK S.A. concerning the management of railway traffic.
2. In cross-border traffic, additional rules for managing railway operations are specified by separate agreements, regulations, or contracts.
3. The Carrier is obliged to comply with the rules and conditions for managing traffic on railway lines specified by the regulation of the Minister of Infrastructure dated July 18, 2005, concerning the general conditions for railway operations and signaling.
4. New internal regulations and changes to the existing regulations are implemented through Orders issued by the Director of DSDiK.
5. DSDiK informs Carriers of changes to internal regulations specified in Appendix No. 4 and the documents referred to in subparagraph 2, no later than 7 days before the changes come into effect.
6. Internal regulations, agreements, and technical regulations are sent free of charge in electronic form upon the request of the Carrier.

§ 13 Personnel

Employees of the Carrier engaged in positions directly related to the operation and safety of railway traffic, as well as train drivers, must possess qualifications specified in the Act and the relevant implementing regulations issued on its basis.

§ 14 Rolling stock

1. The Carrier ensures that the operated railway rolling stock:
 - Meets the technical conditions specified in the regulation of the Minister of Infrastructure of October 12, 2005, regarding the general technical conditions for the operation of railway vehicles.
 - Is equipped with the appropriate documents in accordance with the regulation of the Minister of Transport of November 2, 2006, regarding the documents that should be present in railway vehicles and is marked according to the guidelines resulting from the regulation of the Minister of Transport, Construction and Maritime Economy of January 3, 2013, regarding the method of maintaining the register and the method of marking railway vehicles.
 - Each railway vehicle has a restoration to operation issued by the Carrier confirming that the vehicle is technically sound;
 - Wheelsets of the rolling stock ensure electrical short-circuiting of the rail tracks – the resistance of the wheelset must not exceed 50 m.
2. The allowable unevenness of the loads on the bogies, axles, and wheels of a given axle of the railway vehicle must not exceed the values specified in § 6 of the "UK-8 Instructions for the Transport of Extraordinary Shipments by the Lower Silesian Road and Rail Service in Wrocław."
3. Rail vehicles with traction that operate on lines equipped with trackside automatic train braking devices should have installed and functional devices that cooperate with the trackside equipment.
4. Traction vehicles used in regular passenger service must be equipped with radio communication

devices connected to the remote train stopping system "Radio-Stop."

5. Other traction vehicles must be equipped with radio communication devices that enable contact with the traffic dispatcher.
6. Devices operating in the train and shunting radio communication network must not be made available for use by other users who are not authorized to work in these networks.

§ 15 Transport of exceptional consignments

1. Train runs with extraordinary shipments are carried out within the framework of RRJ and IRJ, after previously establishing the transport conditions.
2. Detailed information regarding the organization and procedures for extraordinary shipments is defined by the regulation "UK-8 Instruction on the Principles of Transporting Extraordinary Shipments by Rail of the Lower Silesian Roads and Railways in Wrocław."
3. The applicant or carrier informs DSDiK of the intention to send an extraordinary shipment at least 30 days before the planned transport. If, due to a railway incident or operational reasons, it becomes necessary to develop the transport conditions for the extraordinary shipment, i.e., a railway vehicle with a Vmax of 20 km/h, the development of these conditions will occur without unnecessary delay to quickly restore the line's passability.
4. DSDiK defines the transport conditions for extraordinary shipments on the lines managed by DSDiK in accordance with the Instruction referred to in subparagraph 2.
5. The applicant or carrier submits a request for permission to transport an extraordinary shipment to the Railway Traffic Management Center of PKP PLK, in accordance with the cooperation agreement of the managers regarding the connection of railway lines in the current train schedule and the PKP PLK Regulations.
6. PKP PLK, based on the cooperation agreement of the managers regarding the connection of railway lines, develops, in accordance with the PKP PLK Regulations, the timetable for the transport of trains with extraordinary shipments.
7. DSDiK, in the case of track closures that occur on its territory and for reasons attributed to DSDiK, updates previously issued approvals for the transport of extraordinary shipments in consultation with the carrier.

§ 16 Dangerous goods

1. Dangerous goods are materials and items of which transport is prohibited by the regulations of the International Regulations for the Transport of Dangerous Goods by Rail (RID) or allowed only under specific conditions. The transport of dangerous goods by rail refers to any movement of dangerous goods by wagon, taking into account the stops required during this transport and the activities related to this transport.
2. Regulations regarding the transport of dangerous goods by rail are contained in the "UK-7 Instructions for the Transport of Dangerous Goods by Rail of the Lower Silesian Roads and Railways in Wrocław," listed in Appendix No. 4, as well as in the legal acts specified on the website.: <https://www.gov.pl/infrastruktura/przewoz-towarow-niebezpiecznych>.

Chapter 4 Capacity Allocation

§ 17 Introduction

1. Capacity allocation is granted based on applications submitted by Applicants who have entered into a Capacity Allocation Agreement.
2. The applications referred to in subparagraph 1 may concern the allocation of capacity for a train route, the allocation of new capacity, or the modification of allocated capacity.
3. In the application for capacity allocation for a train route, the Applicant indicates related applications whose implementation is necessary for the allocation of the requested train route.
4. Only applications for capacity allocation that have been submitted within the specified deadline and contain the information referred to in § 4, subparagraphs 1-4 and § 5, subparagraph 1 of the Regulation will be accepted for consideration.

§ 18 Submitting applications for train path allocation

1. Based on the cooperation agreement between the railway infrastructure managers regarding the connection of railway lines concluded between DSDiK and PKP PLK, the Applicant submits a request to PKP PLK for capacity allocation for a train route, within the framework of RRJ, IRJ, and ZRJ, according to the rules specified in the PKP PLK Regulations.
2. The application for capacity allocation for a train route within the framework of RRJ and IRJ is submitted electronically via ISZTP on the website <https://skrj.plk-sa.pl> or using the OCTOPUS service in SKRJ in the AKTIV version prepared by PKP PLK, according to the rules specified in the PKP PLK Regulations.
3. PKP PLK accepts applications for train route allocation within the framework of RRJ and IRJ for the 2024/2025 train schedule within the deadlines specified in the PKP PLK Regulations.
4. PKP PLK develops and allocates train routes and informs Applicants about the allocated routes within the framework of RRJ and IRJ in accordance with the provisions of the PKP PLK Regulations.
5. The RRJ project is developed taking into account the provisions of § 3, subparagraph 7 of the Regulation.
6. DSDiK does not offer services related to shunting operations.

§ 19 Changes to train schedules

1. Based on the agreement between DSDiK and PKP PLK regarding the cooperation of managers in connecting railway lines, PKP PLK conducts an update of the timetable involving changes according to the rules and deadlines specified in the PKP PLK Regulations.
2. The timetable update includes:
 - 1) Consideration of applications for train route allocations concerning the assignment of new train routes;
 - 2) Consideration of applications for train route allocations concerning modifications to assigned train routes regarding: shortening or lengthening the train route, changing the location and time of stops, changing the length and gross weight of the train, changing the series of the powered railway vehicle, changing the declared percentage of braking weight, changing the

train speed;

- 3) Preparation of proposals for changes to assigned train routes that are necessary due to changes in railway infrastructure parameters;
- 4) Preparation of proposals for changes to assigned train routes that are possible due to changes in railway infrastructure parameters, or the changes mentioned in points 2 and 3.
3. The update involves implementing changes reported in a separate application, except for the resignation from a train route, which can only be done in the manner specified in § 24.
4. Applications for changes must be submitted via ISZTP.
5. In the case of reporting changes within the RRJ update that generate changes to the train schedules of other Applicants, the RRJ update takes place after obtaining consent from the interested Applicants.
6. Changes to the train schedule are introduced as a result of investments, repairs, or maintenance work related to railway lines.
7. DSDiK, before starting the development of the ZRJ project, informs Applicants about the commencement of work on the ZRJ and about track closures that will be included in the ZRJ during that period, including closures that require the introduction of replacement communication.
8. PKP PLK, based on the cooperation agreement of the management regarding the connection of railway lines, develops the ZRJ for the appropriate periods of the modified traffic organization, in accordance with the PKP PLK Regulations, which it sends to Applicants electronically.

§ 20 Modification of allocated capacity

1. The Applicant may submit a request for the modification of the allocated capacity.
2. Based on the cooperation agreement between DSDiK and PKP PLK regarding the connection of railway lines, PKP PLK considers requests for the modification of the allocated capacity according to the rules specified in the PKP PLK Regulations.
3. The request for the modification of the allocated capacity should be submitted via ISZTP through the "Modification of Allocated Capacity" tab or through the OCTOPUS interface prepared by PKP PLK in the active section.
4. Reducing the weight of the train does not require submitting a request for the modification of the allocated train route; however, it is possible to submit such a modification request until the train is launched.

§ 21 Coordination and resolution of train path conflicts, congested infrastructure

1. Based on the cooperation agreement between DSDiK and PKP PLK regarding the connection of railway lines, in the event of a conflict between submitted requests for the allocation of train routes or allocated routes on DSDiK lines, PKP PLK initiates a coordination process according to the rules specified in the PKP PLK Regulations.
2. If, despite the actions mentioned in subparagraph 1, it is not possible to fulfill the orders specified in the requests for the allocation of train routes in accordance with the Applicants' expectations, DSDiK promptly informs the President of UTK and the concerned Applicants that the railway line managed by DSDiK or its section is overbooked, excluding cases referred to in § 7, subparagraph

- 11, item 1 of the Regulation. DSDiK also notifies about the railway line or its section where a lack of capacity is expected to occur in the upcoming, nearest period of RRJ development.
3. For overbooked railway lines managed by DSDiK or their sections, DSDiK presents the results of the analysis of the line's capacity and a plan to increase the capacity to the President of UTK, according to the rules specified in the Regulation.
 4. The allocation of train routes on overbooked sections of railway lines is based on the results of the auction mentioned in § 7, subparagraph 11, item 4 of the Regulation, conducted according to the rules contained in Appendix No. 5.

§ 22 Capacity allocation

1. The allocation of capacity for the purpose of maintenance, revitalization, and modernization is carried out according to the rules specified in this chapter.
2. The train passage for the purposes mentioned in subparagraph 1 is carried out based on the developed train schedule or the regulations governing the operation on the line, based on agreements concluded with DSDiK.
3. For train passages for internal purposes related to infrastructure maintenance, commissioned by DSDiK, no fees are charged.
4. In order to conclude a Capacity Allocation Agreement for the 2024/2025 timetable, the Applicant, being the carrier, submits a written request for the conclusion of the allocation agreement, according to the template provided in Appendix No. 7.
5. In the case of applicants intending to submit requests for capacity allocation in the area of railway passenger transport, other than occasional transport, the applicant specifies in the Allocation Agreement the planned scope of the ordered capacity to the extent that they have concluded a public service obligation agreement and presented a statement from the public railway transport organizer regarding the intention to include trains in the agreement.

§ 23 Temporary communication

1. In the event of restrictions on the use of railway infrastructure due to reasons on the part of DSDiK, the Carrier may carry out passenger transport using road transport means, adapted to the number of travelers. The transport must be carried out by a road carrier holding the appropriate licenses. The choice of substitute means of transport should be efficient, i.e., it should ensure the best outcome at the lowest possible costs.
2. The planning of substitute transport due to scheduled track closures takes place in the process of developing and agreeing on the ZRJ. DSDiK employees collaborate with the railway carrier's employees to determine the stopping points for substitute transport within the railway area managed by DSDiK.
3. DSDiK is obligated to cover the additional costs incurred by the Carrier as a result of conducting substitute transport if this arises from reasons on the part of DSDiK. The additional costs mentioned above are the difference between the costs for minimum access to the railway

infrastructure that the Carrier would have incurred if the journey had been carried out without any restrictions on the use of the railway infrastructure, arising from reasons on the part of DSDiK, and the full documented costs borne by the Carrier for the provision of substitute transport services by the service provider. The full costs referred to above relate to the amount from the invoice issued by the service provider performing substitute transport services, which includes the costs of providing a road vehicle along with its driver.

4. To settle the costs of substitute transport, the Carrier will be required to submit a statement regarding the assessment of the efficiency and rationality of the organization of substitute transport, as well as a statement confirming that the additional costs of substitute transport will not be reimbursed by the organizer of collective transport.
5. The settlement of substitute transport costs is carried out in accordance with the provisions of the Utilization Agreement.
6. The introduction of substitute transport by the Carrier due to the reasons mentioned in § 26 and unplanned track closures not included in the ZRJ is carried out through operational agreement with DSDiK. Before implementing substitute transport, the Carrier informs DSDiK by providing:
 - 1) The date and time of the introduction of substitute transport;
 - 2) A list of trains for which substitute transport will be introduced;
 - 3) The route of the substitute transport.

The above-mentioned information should also be provided in written form.

7. The carrier is obliged to cover the costs resulting from actions taken to ensure the continuity and safety of railway traffic, provided that the reasons determining the introduction of substitute transport lie on their side.

§ 24 Renunciation of allocated capacity

1. The applicant has the right to withdraw from the assigned train route or its part.
2. Based on the agreement between DSDiK and PKP PLK regarding the connection of railway lines, PKP PLK accepts the withdrawal from the assigned train route according to the rules specified in the PKP PLK Regulations.
3. Withdrawal from the assigned train route is made through ISZTP.
4. A reservation fee is charged for not utilizing the assigned train route, in the amount specified in § 34.
5. The applicant receives confirmation of the withdrawal. The confirmation is automatically generated by ISZTP and sent via email to the address of the person submitting the withdrawal. In case of ISZTP failure, the withdrawal of the entire or part of the assigned train route should be submitted to the appropriate territorial position for train schedule construction at PKP PLK.
6. Providing incorrect data in the application for withdrawal from the assigned capacity results in the withdrawal not being accepted.

§ 25 Actions taken in case of disruptions

1. Detailed regulations regarding actions taken in the event of disturbances, the procedure for

appointing and operating railway commissions, the rules for qualifying events and potentially dangerous situations, as well as the principles for documenting ongoing proceedings are specified in the regulation "UK 5 Instruction on the Principles of Conduct in Cases of Serious Accidents, Incidents, and Railway Incidents of the Lower Silesian Road and Railway Authority in Wrocław," mentioned in Appendix No 4.

2. The rules for making notifications, including in the case of events significant for maintaining safety and continuity of operations, as well as the safety of individuals, property, or the environment, and in the event of disturbances in the train schedule execution, are specified in the Utilization Agreement.
3. If there are deviations from the train schedule due to the fault of the parties to the Utilization Agreement, including the cases mentioned in § 26, subparagraph 1, the parties to this Agreement bear mutual responsibility towards each other and other users of the railway lines for the resulting disruptions in the operation of the railway line.
4. According to the provisions of the Act, DSDiK is obliged to suspend or restrict traffic on all or part of the railway line in the event of a threat to the safety of operations or the safety of transporting people and goods.
5. DSDiK informs the concerned Carriers about the occurrence of disruptions affecting their operational activities. In the event of operational disturbances, DSDiK takes actions, considering the interests and after consulting with the concerned Carriers, aimed at restoring normal operating conditions. For this purpose, DSDiK may implement, among others: reducing the speed of train passage, canceling trains, shortening routes, connecting trains, managing the transfer of passengers from canceled trains to the nearest trains in the given direction (even of another Carrier) along with ordering additional stops for trains, etc. After reallocating passengers to another train, the train operates as an empty passenger train to a station agreed upon with the Carrier for the remainder of the route.
6. DSDiK may use the railway vehicle and employees of the Carrier to remove operational disruptions, particularly in cases where it is necessary to recover damaged rolling stock. In situations where the need for additional use of a powered railway vehicle is caused by the fault of the Carrier, the settlement of costs incurred in this regard is carried out in accordance with the principles contained in the Utilization Agreement.
7. The Carrier and DSDiK are obliged to cover documented direct costs resulting from actions taken to ensure the continuity and safety of railway operations, in order to eliminate the effects of events or potentially dangerous situations caused by reasons on their part.
8. Payments arising from obligations related to subparagraph 7 are regulated according to the principles defined in the Utilization Agreement.

§ 26 Procedures in case of incidents or potentially dangerous situations in rail transport

1. In the event of an occurrence (serious accident, accident, incident) or a potentially dangerous situation in railway transport, the participants in the journey are obliged to act in accordance with the regulation of the Minister of Infrastructure and Construction of March 16, 2016, regarding serious accidents, accidents, and incidents in railway transport, as well as Instruction Uk-5 on the rules of conduct in matters of serious accidents, accidents, and railway incidents.

2. Every employee of the Carrier and DSDiK who notices that an event may occur or has occurred, particularly those mentioned in subparagraph 1, is obliged to:
 - 1) to use all available means to eliminate the threats, prevent their escalation, and mitigate the consequences;
 - 2) to inform the employee at the nearest traffic control post.
3. If, as a result of the event or potentially dangerous situation mentioned in subparagraph 1, there is or may be a direct threat of damage to the environment, contamination of infrastructure elements, or there is a risk of explosion, fire, or other dangers to the functioning of the railway, the employee of the Carrier and DSDiK is obliged to immediately notify the employee at the nearest traffic control post, through which notifications are made in accordance with the regulation referred to in subparagraph 1, and all possible measures to eliminate threats are implemented.
4. DSDiK and the Carrier are jointly obligated to:
 - 1) To provide assistance to the injured;
 - 2) Actions aimed at minimizing the negative effects of the events or potentially dangerous situations referred to in subparagraph 1;
 - 3) Actions in removing damages and restoring railway traffic as quickly as possible;
 - 4) Actions in determining the causes of events or potentially dangerous situations referred to in subparagraph 1;
 - 5) Actions in removing sources of environmental pollution and its effects.
5. After the proceedings regarding an event causing losses to one of the parties of the Utilization Agreement are completed, DSDiK appoints a team to determine the losses incurred and responsibility for them. The Carrier may also appoint a team if one has not been established by DSDiK within 7 days from the date of the railway commission's work completion. The team consists of representatives from DSDiK and the Carrier with appropriate authorizations. Each meeting of the team is recorded by the appointing party and signed by all team members, and the minutes from the last meeting, in addition to determining the number of losses and responsibility for them, specify the method and deadline for financial settlements. The basis for the team's work is the final report of the railway commission or the report from the State Commission for Railway Accident Investigation.
6. The findings of the team referred to in paragraph 5 are binding for all parties involved in the proceedings. In the event that the amount of losses incurred and the scope of the parties' responsibility cannot be agreed upon, the determinations are made through legal means.
7. Claims arising from events or potentially dangerous situations referred to in paragraph 1, not caused by DSDiK, are pursued by the interested parties on their own.
8. The detailed rules for settlements, which will be based on the events mentioned in paragraph 1, are specified in the Utilization Agreement.
9. If, as a result of an event or potentially dangerous situation mentioned in subparagraph 1, for which the Carrier is responsible, the railway infrastructure of DSDiK is damaged, the repair of the damaged elements is carried out by DSDiK or by third parties acting on behalf of DSDiK, at DSDiK's discretion. The total costs associated with this will be charged to the Carrier based on the final report or the final statement in accordance with the provisions of subparagraphs 5 and 6.
10. For journeys carried out by DSDiK or the Carrier to mitigate the effects of events or potentially

dangerous situations mentioned in subparagraph 1 occurring on lines managed by DSDiK, no train schedule is developed for the section affected by the event, and the journey takes place according to the provisions of the internal regulations of PKP PLK S.A.

§ 27 Capacity allocation for service infrastructure facilities

Access to service infrastructure facilities is granted under the principles indicated in *the Access Regulations for service infrastructure facilities managed by the Lower Silesian Voivodeship Lower Silesian Roads and Railways in Wrocław*, available on the website www.dsdik.wroc.pl in the *Koleje* section.

Chapter 5 Services

§ 28 Scope of services

1. DSDiK provides railway infrastructure in accordance with the concluded agreements, applying the principles and conditions specified in the Regulations and the internal regulations outlined in Appendix No. 4.
2. DSDiK provides the following services:
 - 1) As part of the minimum access to railway infrastructure, listed in § 29;
 - 2) Access to service infrastructure facilities.

§ 29 Minimum access to infrastructure

Minimum access to railway infrastructure includes:

- 1) Handling requests for capacity allocation;
- 2) Enabling the use of railway infrastructure, including railway switches, within the allocated capacity.
- 3) Traffic control and providing information about train movements;
- 4) The provision of information required for the implementation or operation of transport for which capacity has been granted.

§ 30 Access to service infrastructure facilities and provision of services

The conditions for access to service infrastructure facilities and the list of services provided are included in *the Access Regulations for service infrastructure facilities managed by the Lower Silesian Voivodeship Lower Silesian Roads and Rail Service in Wrocław*, available on the website www.dsdik.wroc.pl in the *Koleje* section.

Chapter 6 Charges

§ 31 Principles for setting charges

1. DSDiK applies uniform rules for charging fees to all Applicants/Carriers for the entire railway network under its management.
2. The charges for access to infrastructure have been developed based on the provisions of Article

33 of the Act and Chapter 10 of the Regulation.

3. The basic fee mentioned in § 32 is determined based on the assigned train route.
4. For using the railway lines or sections of railway lines reported to the President of UTK as congested during the congestion period referred to in Article 34, subparagraph 1 of the Act, DSDiK charges the auction winner, starting from the first day of the RRJ's validity, an increased basic fee established as a result of the auction conducted in accordance with the principles mentioned in Appendix No. 5.

§ 32 Minimum access to railway infrastructure

1. The fee for minimum access to railway infrastructure includes the services listed in § 29.
2. The fee referred to in subparagraph 1 includes the basic fee for services performed under minimum access to railway infrastructure related to the completed train passage, in accordance with the Price List for the use of railway infrastructure.
3. The Price List for the use of railway infrastructure is included in Appendix No. 6.
4. The basic fee is determined as the product of the train's distance and the unit rate specified for the train's passage over a distance of one kilometer.
5. The unit rate of the basic fee is determined as the sum of the portion of the rate dependent on the weight of the train and the category of the railway line, the portion of the rate dependent on the traction of the train, and the portion of the rate related to the type of transport carried out.
6. The portion of the rate dependent on the weight of the train and the category of the railway line is determined as the product of the average rate dependent on the weight of the train and the categories of railway lines, along with the coefficients that differentiate the average rate based on the weight of the train and the average category of the line sections.
7. The portion of the rate related to the type of transport carried out, in accordance with § 21 sec. 20 of the Regulation, amounts to 0 PLN/train kilometer for all types of transport.
8. DSDiK does not foresee charging railway carriers a fee for services performed as part of the minimum access to railway infrastructure related to the completed maneuvers.
9. DSDiK does not charge a fee for the allocated capacity for the parking of railway vehicles as part of the minimum access to railway infrastructure.
10. Fees for minimum access to railway infrastructure and reservation fees, as mentioned in § 34, are paid by the Applicant/Carrier according to the detailed rules contained in the Allocation Agreement or the Utilization Agreement.

§ 33 Charges for access to service infrastructure facilities

Fees for the provision of services mentioned in § 30 are charged in accordance with the provisions of *the Regulation on access to service infrastructure facilities managed by the Lower Silesian Voivodeship Lower Silesian Roads and Railways in Wrocław*, available on the website www.dsdik.wroc.pl in the *Koleje* section.

§ 34 Charges for unused capacity

1. In the event that the Carrier does not utilize all or part of the train route allocated under the

annual timetable for reasons attributable to them, the reservation fee for the unused portion of the allocated train route is:

- 1) 25% of the basic fee for the planned train journey:
 - a) In the event of failure to submit a resignation from the allocated route;
 - b) For the period from the day of submitting the resignation to the day preceding the implementation of the train timetable change, for which the deadline for submitting applications has not yet expired.
 - 2) 5% of the basic fee for the planned train journey in the event of submitting a resignation from the allocated route, for the period from the day of implementing the change to the train timetable, for which the deadline for submitting applications has not yet expired, until the end of the annual train timetable period. The fee amounts to 0% of the basic fee for the planned train journey for the period during which the train timetable was changed at the request of the manager.
2. In the event of non-utilization by the Carrier for reasons attributable to them, of all or part of the train route allocated in a manner other than that adopted for the annual train schedule, the reservation fee for the unused section of the train route amounts to:
- 1) 25% of the basic fee, in the case of not submitting a resignation from the allocated route or submitting it less than 12 hours before the planned train operation;
 - 2) 20% of the basic fee, in the case of submitting a resignation from the allocated route within a period of not less than 12 hours and less than 36 hours before the planned train operation;
 - 3) 15% of the basic fee, in the case of submitting a resignation from the allocated route within a period of not less than 36 hours and less than 72 hours before the planned train operation;
 - 4) 10% of the basic fee, in the case of submitting a resignation from the allocated route within a period of not less than 72 hours and not more than 30 days before the planned train operation;
 - 5) 0% of the basic fee for the planned train journey, in the case of submitting a resignation from the allocated route more than 30 days before the planned train operation.
2. Reservation fees, as mentioned in paragraphs 1 and 2, amount to 0% of the basic fee for the planned train journey in the case where the non-utilization of the train route is a result of a request for the allocation of a train route concerning the modification of the allocated train route, submitted as part of a schedule change.
3. In the case of non-utilization of a part of the allocated capacity resulting from the carrier's reduction of the planned train weight, a reservation fee of 50% of the reduction of the basic fee will be charged due to the decrease in train weight, which does not require a change in the allocated train route.
4. For the non-utilization of the allocated capacity, if the Applicant does not indicate a railway carrier that will utilize the allocated capacity, or if the railway carrier indicated by the Applicant does not conclude an Agreement for utilization with DSDiK, a reservation fee will be charged to the Applicant in accordance with § 20 of the Regulation. The settlement of receivables will be conducted according to the relevant provisions of the PKP PLK Regulations.
5. The reservation fee is not charged in the event that the journey is not carried out due to reasons attributable to DSDiK or in the case of an emergency situation.

§ 35 Implementation plan

1. All passenger trains of the carrier intended for the transport of persons are considered to be running on schedule if their maximum delay, which occurred during the train's journey upon arrival at the stopping points ordered by the Applicant and located on the network managed by DSDiK, did not exceed 5 minutes for passenger trains and 15 minutes for other trains.
2. The percentage of the carrier's trains that are not delayed due to its fault, known as the carrier's qualified punctuality, is defined in the Agreement for utilization. The qualified punctuality during the validity period of the annual train schedule cannot be lower than 90% for passenger trains and 70% for other trains.
3. The amount of compensation for each minute of train delay is determined by the average cost of providing railway infrastructure for passenger trains and other trains, specified according to the rates for the 2024/2025 timetable, multiplied by the operational work expressed in train kilometers for 1 minute calculated based on the 2024/2025 timetable.
4. Compensation due to the carrier for train delays qualifies for all passenger and freight trains intended for the transport of persons and goods, whose maximum delay during the train's journey upon arrival at the stopping points ordered by the Applicant exceeded 5 minutes for passenger trains and 15 minutes for other trains, excluding trains that were launched based on route allocation requests submitted later than 5 days before the planned launch of the train.
5. To determine the number of minutes of delay eligible for compensation, the greatest difference between the actual arrival time at the commercial stopping point ordered by the Applicant and located on the network managed by DSDiK and the scheduled arrival time is taken into account.
6. The number of secondary train delays eligible for compensation is limited in such a way that the qualification of a train delay to the primary cause cannot exceed 300 minutes. For secondary delays that are a consequence of the primary cause above this threshold, the category of delays from group 9 will be applied—secondary causes for which neither DSDiK nor the carrier are responsible and do not bear financial consequences.
7. The causes of delays will be classified based on the provisions of § 16 of the Regulation.
8. DSDiK coordinates the payment of compensation in the following manner:
 - 1) DSDiK pays the carrier compensation if the trains of the carrier mentioned in subparagraph 4 are delayed on the route by DSDiK (including its subcontractors) and/or other carriers operating on the DSDiK line;
 - 2) The carrier pays DSDiK compensation for delays of trains from other railway carriers mentioned in subparagraph 4 if it caused their delay;
 - 3) The basis for the settlement of compensation for each accounting period regarding train delays is the authorized documentation maintained by DSDiK's Railway Division, agreed upon with the carrier;
 - 4) Compensation settlements are carried out on a monthly cycle, and each accounting period should be completed by the 20th day of the following month after the accounting period. The settlement should also include delays of trains for which the carrier has submitted complaints.
 - 5) In situations where determining the causes of a train delay requires conducting an explanatory procedure and it is not possible to settle the delay within the timeframe specified in item 4, corrections to the settlements resulting from reclassification of the delay causes

will be accounted for in the next accounting period. This particularly applies to train delays related to incidents (serious accidents, accidents, or incidents) and potentially dangerous situations, as well as determining those responsible;

- Based on the documentation maintained by DSDiK, as mentioned in item 3, DSDiK determines the percentage share of all participants in the transport process involved in causing the train delay, in terms of the number of minutes of delay specified in accordance with item 5;
- According to the percentage share in the train delay determined in accordance with paragraph 6, DSDiK establishes the number of minutes of delay assigned to each party responsible for the train delays in relation to the number of minutes of delay specified in accordance with item 5. The number of minutes of delay (chargeable minutes) will be calculated for the purpose of compensation amounts and will serve as the basis for issuing invoices.

6) Principles of delay agreements and handling appeals:

- Carriers verify and authorize journeys and delays based on the documentation maintained by DSDiK Railway Division, which is sent to the carriers by electronic mail to the specified address by the 10th working day of the month following the accounting month.
- 2) After verification, carriers are required to send the authorized delay documentation to the manager at the specified email address within three working days of receiving the delay documentation from DSDiK. If the authorized delay documentation is not sent within three days, DSDiK considers that the carrier has agreed to classify the reasons for the delays.
 - 3) The carrier may file a complaint regarding the classification of delays with the Railway Division of DSDiK within 2 working days from the date of receiving the delay documentation.
 - 4) In the event of a complaint by the carrier regarding the accuracy of the description of the train delay cause, designated employees of DSDiK are required to promptly make a decision regarding the carrier's objections from the moment the complaint is submitted.
 - 5) In the process of handling complaints by DSDiK regarding the causes of train delays, the principle applies that all doubtful and unexplained causes of train delays resulting from irregularities in the functioning of railway infrastructure resources are the responsibility of DSDiK. If in a specific case the cause has been established and points to the carrier as the culprit, and the carrier believes they are not responsible for the delay, the burden of proof lies with them.

10. The procedure for settling compensation for train delays is defined by the Utilization Agreement.

§ 36 Settlement of receivables

1. The settlement of Applicants and Carriers for the services provided is carried out according to the principles outlined in the Allocation Agreement and the Utilization Agreement.
2. The settlement of receivables is carried out with a payment term of 14 days from the date of receipt of the invoice.
3. Interest for delays in settling receivables is charged as specified in the agreements.
4. To the fees mentioned in this chapter, the applicable goods and services tax is added based on separate regulations.

Chapter 7 Proceedings during the execution of the Agreement

§ 37 Organization of train journeys

1. A set of wagons or other railroad vehicles coupled to an active traction vehicle or a traction vehicle with propulsion signaled and ready to run obtains the status of a train when it is declared ready to depart at the starting station. Train status is maintained by all trains entering from other managers' networks based on the timetable.

Train status expires in the event of:

- 1) Arrival of the train at the final station specified in the timetable or departure of the train from the DSDiK network,
- 2) Notification by the train driver at an intermediate station that the train is unable to continue its journey for reasons attributable to the Carrier, or failure to declare its readiness to depart within 24 hours of arrival at the intermediate station.

If the status of a train expires, it is restarted after a new train path is assigned. Train traffic on DSDiK lines is carried out according to the developed train schedule.

2. The realization of journeys is preceded by dispatching planning for the launch of trains.
3. On the basis of the agreement, concluded between DSDiK and PKP PLK, on the cooperation of managers in the area of railroad interconnection, dispatching planning on railroad lines managed by DSDiK is carried out according to the rules set forth in the Regulations of PKP PLK.
4. In the event that, for technical and operational reasons or the need for efficient use of railroad lines, there is a need to adapt the organization of services to new conditions revealed during the use of railroad lines/segments, DSDiK shall notify Carriers of the changes that may be affected by these requirements.
5. DSDiK sets a threshold volume of train path utilization on a section of railroad infrastructure with insufficient capacity at 90%, failure to meet which entitles the manager to deprive the Carrier of the right to use it.

§ 38 Verification activities carried out by DSDiK employees

1. DSDiK employees with personal SMS auditor badges are authorized to conduct verification activities in the field:
 - 1) equipping the Carrier's employees and railroad vehicle with the following documents and appurtenances:
 - a) License and driver's certificate,
 - b) The current internal train schedule and Appendix No. 2 to the WRJ (WOS);

- c) A test card for the train's brake and pneumatic equipment;
 - d) Printed written orders;
 - e) A list of railroad vehicles in the train set;
 - f) Reinstatement;
 - g) Signal utensils
 - 2) Train compilation in accordance with the parameters of the assigned train path;
 - 3) Confirmation of the operability of the radio in the driver's cab and on the equipment of the conductor team;
 - 4) Familiarity with the sections of the line served by the train crew.
2. DSDiK shall notify the Carrier of the results of the verification activities within 14 days of their completion.

§ 39 Compensation, settlements for failure to meet obligations

1. Failure to meet obligations under the Usage Agreement will result in liability for damage caused to the other party.
2. Liability for the damage referred to in subparagraph 1 does not apply to:
 - 1) Costs incurred as a result of settlements of other contracts concluded by a party, if these contracts were concluded without prior agreement with the other party to the Utilization Agreement to the extent of possible claims (in particular, for contractual penalties and damages incurred by the party);
 - 2) Lost benefits, except for claims arising from Usage Agreements with other Carriers, if this condition has been introduced in the Usage Agreement with the Carrier in question.
3. Liability for the damage referred to in subparagraph 1 applies in particular to the compensation paid by the Carrier on the basis of transport law, applicable regulations of the European Union, in particular the Regulation of the European Parliament and of the Council (EU) 2021/782 of April 29, 2021 concerning the rights and obligations of passengers in rail traffic and contracts, for delays and damages in transportation caused by the fault of DSDiK.
4. DSDiK's liability for non-performance of obligations under the Utilization Agreement is excluded in the event of the Carrier's failure to meet the transit parameters, which are part of the train schedule.
5. The liability of the parties for failure to perform their obligations under the Utilization Agreement is excluded in the event of emergencies.
6. If, as a result of non-performance or improper performance of the Utilization Agreement, a third party suffers damage, the party that compensated the third party for the damage suffered may assert a claim for reimbursement in whole or in appropriate part from the other party.
7. The carrier is obliged to cover the costs of bringing the environment up to the required standards if it causes environmental pollution in excess of the environmental quality standards set by law.

8. DSDiK shall not be liable for damages incurred by the Carrier caused by the actions of third parties for whose actions DSDiK is not responsible.

§ 40 Preparing and reporting a train for running

1. Preparation of the train for running is the responsibility of the Railway Carrier.
2. Before setting out a train on the road, at the starting station and at intermediate stations where it changes its composition, the following should be done:
 - 1) Put together the composition according to the timetable;
 - 2) Perform a technical inspection;
 - 3) Perform the required brake test;
 - 4) Properly signal the train;
 - 5) Check that there are no obstacles under the wheels of the train and that its hand and parking brakes are off;
 - 6) Other actions necessary to maintain the safety and efficiency of rail traffic specified in the internal regulations of the manager and the carrier.
3. The readiness of the train for departure is reported to the commanding traffic officer in the manner specified in the Technical Regulations of the station and should include the following information:
 - 1) Train number;
 - 2) Own name;
 - 3) The number and series of the railroad vehicle;
 - 4) The length of the train in meters and its total weight;
 - 5) Information about the presence of wagons with dangerous goods or high-risk goods (TWR) in the train composition;
 - 6) The time of notification.
4. The traffic officer records the contents of the notification in the telephone log and confirms to the notifier the acceptance of the train's readiness to depart, stating:
 - 1) The name of the acceptor;
 - 2) The time of acceptance of the notification;
 - 3) The number under which the notification was registered in the telephone log.
5. Notification of readiness for departure is considered to have been made in time obliging the manager to complete the journey in accordance with the Contract for Use, only if it is made before the scheduled departure of the train, at the time established in the technical regulations, except for a change of the traction team, after which notification of readiness for departure should be made in time to allow the scheduled departure of the train.
6. In the event of failure to meet the deadline for notification of readiness for departure of the train, according to the rules described above, the Carrier shall not be entitled to claim against the manager regarding the punctuality of the journey.

About any deviation from the parameters specified in the train timetable, an authorized employee of the

Carrier (driver or other employee designated by the technical regulations) should inform the traffic officer of the type and cause of the resulting impediments to travel and determine the expected delay of the train due to this. Before the departure of the train, the traffic officer should provide the train driver with the necessary current information, instructions and authorizations.

Appendix No. 1

Technical and operational parameters of the line

1. Maximum speed:

- 1) Line 311 - 50 km/h,
- 2) Line 326 - 80 km/h (on the section from km 10,330 to km 13,130 100 km/h),
- 3) Line 341 – 80 km/h,
- 4) Line 303 on the Duninów - Chocianów section - 100 km/h,
- 5) Line 316 – 80 km/h,
- 6) Line 317 – 80km/h,
- 7) Line 283 – 0 km/h,
- 8) Line 284 – 0 km/h,
- 9) Line 291 – 0 km/h,
- 10) Line 302 – 0 km/h,
- 11) Line 303 on the Chocianów – Przemków section – 0 km/h,
- 12) Line 308 – 0 km/h,
- 13) Line 310 – 0 km/h,
- 14) Line 312 – 0 km/h,
- 15) Line 318 – 0 km/h,
- 16) Line 319 – 0 km/h,
- 17) Line 320 – 0 km/h,
- 18) Line 322 – 0 km/h,
- 19) Line 323 – 0 km/h,
- 20) Line 327 – 0 km/h,
- 21) Line 331 – 0 km/h,
- 22) Line 335 – 0 km/h,
- 23) Line 340 – 0 km/h,
- 24) Line 345 – 0 km/h,
- 25) Line 372 – 0 km/h.

2. Speed limits:

Railroad line	Location of road limit or speed limit		The reason for the speed limit	Speed up to km/hr in direction	
	from km	to km		odd	even
	31,292	31,298		20	20

311 section Szklarska Poręba Górna - State Border	32,829	32,8 35	limited visibility	20	20
	35,560	36,5 66		20	20
	36,726	36,7 32		20	20
	37,350	37,8 76		20	20
326 section Wrocław Zakrzów - Trzebnica	1,292	1,39 0	curve with a radius of 335 m	50	50
	7,748	7,87 3	limited visibility	40	-
	15,757	15,7 67		20	20
341 section Bielawa Zachodnia – Dzierżoniów Śląski	0,138	0,26 3	limited visibility	-	40
	2,131	2,13 7		20	-
	4,916	5,03 6		40	-
	5,036	5,15 6		-	40

3. Maximum allowable axle load:

- 1) Line 311 – 196 kN/axle,
- 2) Line 326 – 200 kN/axle,
- 3) Line 341 – 200 kN/axle,
- 4) Line 303 on the Duninów – Chocianów section – 196 kN/axle,
- 5) Line 316 – 196 kN/axle,
- 6) Line 317 – 196 kN/axle,
- 7) Line 283 – 0 kN/axle,
- 8) Line 284 – 0 kN/axle,
- 9) Line 291 – 0 kN/axle,
- 10) Line 302 – 0 kN/axle,
- 11) Line 303 on the Chocianów – Przemków section – 0 kN/axle,
- 12) Line 308 – 0 kN/axle,
- 13) Line 310 – 0 kN/axle,
- 14) Line 312 – 0 kN/axle,
- 15) Line 317 – 0 kN/axle,
- 16) Line 318 – 0 kN/axle,
- 17) Line 319 – 0 kN/axle,
- 18) Line 320 – 0 kN/axle,
- 19) Line 322 – 0 kN/axle,
- 20) Line 323 – 0 kN/axle,

- 21) Line 327 – 0 kN/axle,
- 22) Line 331 – 0 kN/axle,
- 23) Line 335 – 0 kN/axle,
- 24) Line 340 – 0 kN/axle,
- 25) Line 345 – 0 kN/axle,
- 26) Line 372 – 0 kN/axle,

The Administrator may allow a vehicle to travel in excess of the permissible pressure on the line at the individual request of the Carrier.

4. Permissible length of running trains:

- 1) Line 311 – 100 m passenger trains,
- 2) Line 326 – 100 m passenger trains,
- 3) Line 341 – 100 m passenger trains,
- 4) Line 303 on the Duninów – Chocianów section – 100 m passenger trains,
- 5) Line 316 – 100 m passenger trains,
- 6) Line 317 – 100 m passenger trains,
- 7) Line 283 – 0 m,
- 8) Line 284 – 0 m,
- 8) Line 291 – 0 m,
- 9) Line 302 – 0 m,
- 10) Line 303 on the Chocianów – Przemków section – 0 m,
- 11) Line 308 – 0 m,
- 12) Line 310 – 0 m,
- 13) Line 312 – 0 m,
- 14) Line 318 – 0 m,
- 15) Line 319 – 0 m,
- 16) Line 320 – 0 m,
- 17) Line 322 – 0 m,
- 18) Line 323 – 0 m,
- 19) Line 327 – 0 m,
- 20) Line 331 – 0 m,
- 21) Line 335 – 0 m,
- 22) Line 340 – 0 m,
- 23) Line 345 – 0 m,
- 24) Line 372 – 0 m.

In extraordinary situations, the manager may authorize a train of longer length at the individual request of the Carrier.

5. Length of stopping distance:

- 1) Line 311 – 500 m,
- 2) Line 326 – 500 m,

- 3) Line 341 – 500 m,
- 4) Line 303 on the Duninów – Chocianów section – 500 m,
- 5) Line 316 – 500 m,
- 6) Line 317 – 500 m,
- 7) Line 283 – 0 m,
- 8) Line 284 – 0 m,
- 9) Line 291 – 0 m,
- 10) Line 302 – 0 m,
- 11) Line 303 on the Chocianów – Przemków section – 0 m,
- 12) Line 308 – 0 m,
- 13) Line 310 – 0 m,
- 14) Line 312 – 0 m,
- 15) Line 318 – 0 m,
- 16) Line 319 – 0 m,
- 17) Line 320 – 0 m,
- 18) Line 322 – 0 m,
- 19) Line 323 – 0 m,
- 20) Line 327 – 0 m,
- 21) Line 331 – 0 m,
- 22) Line 335 – 0 m,
- 23) Line 340 – 0 m,
- 22) Line 345 – 0 m,
- 23) Line 372 – 0 m.

6. Structure gauge: A.

Appendix No. 2
List of platforms

Name of facility	Line	Start [km]	End [km]	Type	Usable length [m]	Platform height [mm]	Surface	Type of paving	Architecture	Facilities:	Additional equipment
Szklarska Poręba Huta	311	31,012	31,112	1k	100	550	U	K P	W Ł	P I	S z P
Polana Jakuszycka	311	37,000	37,140	1k	140	300	G	K		P	-
Wrocław Pawłowice	326	2,600	2,700	1k	100	550	U	K P	W Ł	P I	S z P
Ramiszów	326	5,547	5,647	1k	100	550	U	K P	W Ł	P I	S z
Pasikurówice	326	7,493	7,593	1k	100	550	U	K P	W Ł	P I	S z P
Siedlec Trzebnicki	326	10,373	10,473	1k	100	550	U	K P	W Ł	P I	S z
Pierwoszków Miłocin	326	13,166	13,266	1k	100	550	U	K P	W Ł	P I	S
Brochocin Trzebnicki	326	15,646	15,746	1k	100	550	U	K P	W Ł	P I	S z P
Trzebnica	326	19,680	19,780	1k	100	550	U	K P	-	P I	-
Bielawa Zachodnia	341	0,025	0,125	1k	100	550	U	K P	W Ł	P I	S z P
Bielawa Centralna	341	1,314	1,414	1k	100	550	U	K P	W Ł	P I	S z P
Chocianów	303	10,307	10,407	1k	100	550	U	K P	W Ł	P I	PF

Biała Górna	316	24,158	24,258	1k	100	550	U	K P	W Ł	P I	S z P
Proszówka	317	3,090	3,175	1k	85	550	U	K P	W Ł	P I	S z P
Mirsk	317	8,722	8,822	1k	100	550	U	K P	W Ł	P I	S z P
Mroczkowice	317	11,984	12,084	1k	100	550	U	K P	W Ł	P I	S z P
Orłowice	317	13,879	13,979	1k	100	550	U	K P	W Ł	P I	S z P
Świeradów Zdrój	317	16,397	16,482	1k	85	550	U	K P	W Ł	P I	S z P

Note:

Type - type of platform:

1k - single edge platform

Surface - the type of surface found on a platform:

U - hardened,

G - ground.

Type of paving - the type of platform surface paving used:

K - cobblestones, stone,

P - concrete slab, pavement,

Z - ground surface improved with gravel.

Architecture - situated architectural objects serving passengers:

W - shelter, roof structure with walls,

Ł - bench,

Po - waiting room.

Facilities:

P - ramp,

I - tactile and visual markings present on the platform surface.

Additional equipment:

S - bicycle stand,

Sz - bicycle stand with canopy,

P - car park.

Appendix No. 3

Schedule of planned track closures

Lower Silesian Voivodeship - The Lower Silesian Road and Railway Service in Wrocław is not planning any track closures in the 2024/2025 train schedule.



Appendix No. 4

List of internal regulations and other documents

No.	Number	Name
1	UK-5	Instruction on the principles of dealing with serious accidents, accidents and railroad incidents of the Lower Silesian Road and Railway Service in Wrocław
2	UK-7	Instruction on the conduct of transport of dangerous goods by rail Lower Silesian Road and Railway Service in Wrocław
3	UK-8	Instruction on the rules for transporting emergency shipments by rail Lower Silesian Road and Railway Service in Wrocław
4	-	Regulations for conducting traffic on the section of cross-border traffic Szklarska Poręba Górna (RP) - Harrachov (ČR)
5	-	Local Border Agreement Harrachov (ČR) - Szklarska Poręba Górna (RP)
6	-	Regulations for access to service infrastructure facilities managed by the Lower Silesian Road and Railway Service in Wrocław



Appendix No. 5

Rules for conducting auctions of unallocated capacity

1. The auction is organized by DSDiK, which appoints a team to conduct the unallocated capacity auction. The chairman of the unallocated capacity auction team shall be an employee appointed by DSDiK.
2. The subject of the auction is the amount of increase in the unit rate of access to overcrowded railroad infrastructure specified in the invitation to participate in the auction according to Model No. 1, which is attached to these rules.
3. The duties of the auction chairman include, in particular:
 - 1) Verification of the presence of interested Applicants and the authorizations provided;
 - 2) Characterize the situation created after completion of the coordination process on the section of the railroad line considered overcrowded;
 - 3) Determination of the amount of increase in the basic fee declared by Applicants for each train route;
 - 4) Indication of the order in which requests for capacity allocation for train paths will be processed;
 - 5) Verification of the draft RRJ in terms of unallocated capacity, taking into account the new order of consideration of applications affected by the auction;
 - 6) Determination of the amount of increase in the basic fee for train paths for which, as a result of the auction, it is possible to reduce deviations from the requirements specified in the application, in relation to the draft RRJ;
 - 7) Provide Applicants with a new proposal for routes requested on the congested infrastructure section, including alternative or variant routes, or refuse to allocate capacity;
 - 8) Determination of Applicants who have been assigned train routes and the amount of increase in the basic fee.
4. Applicants interested in the use of overcrowded railroad infrastructure who have submitted equivalent train path applications due to the priorities listed in § 7, subparagraph 7 of the Ordinance are invited to participate in the auction after the coordination process for train path applications is completed.
5. As a condition of the Applicant's admission to the auction, the Applicant must present, prior to the auction, to the auctioneer an authorization to represent the Applicant drawn up in accordance with Model No. 2, attached to these rules.
6. The auction shall be held at the place and date established in the invitation to participate in the auction.
7. The auction is conducted only with the participation of the incoming invited Applicants. Written bids will not be considered.



8. The auction consists of an oral bidding of the amount of the increase in the basic fee for individual train paths according to the submitted capacity allocation requests subject to the auction.
9. The auctioned minimum amount of the base fee increase is PLN 2 (excluding VAT).
10. The end of the bidding process is preceded by the auctioneer's confirmation three times of the last bid amount of the base fee increase for a specific route.
11. The Applicant, in the event of receipt of a new route proposal referred to in item 3 subitem 7, within 5 working days of its receipt, has the opportunity to withdraw applications for which the RRJ project does not meet the requirements specified in the application. The Applicant's failure to withdraw the applications is tantamount to acceptance of the proposal referred to in Section 3(7).
12. The auction organizer shall prepare, in accordance with Model No. 3 attached to these rules, a record of the auction with the indication of the Applicant to whom the free capacity was allocated. The auction protocol should be signed by representatives of the auction organizer and representatives of the Applicants.
13. Participants in the auction may make comments on the auction in the auction protocol.
14. The auction protocol is provided to all Applicants participating in the auction.
15. Complaints about the conducted auction should be submitted no later than 3 days after receiving the auction report to DSDiK.
16. The amount of the increase in the unit rate of the basic fare for travel on overcrowded rail infrastructure during the period of overcrowding, determined pursuant to Section 12, will be included in the Use Agreement.
17. Additional information on the auction is provided by the auctioneer listed in the invitation referred to in item 2.

Template No. 1

.....
(Auction number)

.....
(Place and date)

INVITATION

to participate in the auction of unallocated capacity of railroad infrastructure managed by the Lower Silesian Voivodeship Lower Silesian Road and Railway Service in Wrocław within the framework of the development of the annual train timetable 2024/2025.

I would like to inform you that during the development of the annual train schedule 2024/2025, the overcrowded railroad infrastructure characterized below was found. For the allocation of train paths with the use of overcrowded railroad infrastructure, it is necessary to conduct an auction of unallocated capacity of access prices referred to in § 7, subparagraph 11, item 4 of the Regulation of the Minister of Infrastructure and Construction of April 7, 2017 on the provision of railroad infrastructure (Journal of Laws of 2024, item 602).

Accordingly, I invite the authorized representative of the Applicant to attend the auction of unallocated capacity, which will be held in accordance with the auction rules attached as Appendix No. 5 to the Network Regulations 2024/2025. If the authorized representative does not arrive, the decision on the allocation of the train path will be made without the participation of the absent representatives of the Applicants.

Subject of the auction: the amount of the unit rate increase

Overflow section:

Overflow period:

Interested applicants:

No	Applicant	Application No.
.		
1.		
2.		
3.		
4.		
5.		

DSDiK cell conducting the auction:

Contact details of the cell conducting the auction:

Phone number:

Fax:

E-mail:

Auction venue:

Start date and expected end date of the auction:

Template No. 2

.....
(Letter number)

.....
(Place and date)

AUTHORIZATION

I hereby authorize Mr./Ms.
with ID
to represent
(name of applicant)

in the auction of unallocated capacity pursuant to § 7(11)(4) of the Ordinance of the Minister of Infrastructure and Construction of April 7, 2017 on the provision of railroad infrastructure (Journal of Laws of 2024, item 602) in terms of the invitation to participate in the auction no.....of....., and in particular to make decisions on behalf of necessary in the aforementioned proceedings.

Contact details of the Applicant's representative:

Mailing address:

E-mail:

Phone number:

.....
(signature of authorized person to represent the applicant)



Template No. 3

.....
(Auction number)

.....
(Place and date)

Minutes of the auction of unallocated capacity

1. On, an unallocated capacity auction was held at , in accordance with the invitation to participate in the auction No. dated.
2. The auction was attended by representatives of the applicants, the auction organizer and according to the attached list.

A representative did not attend the auction:

3. The chairman of the auction indicated that the subject of the auction would be the amount of the increase in the unit rate for access to congested rail infrastructure specified in the invitation to participate in the auction with the following characteristics of the free capacity to be auctioned:
Overflow period:

No.	Line no.	Name of the overflowing section	km of the beginning	km of the end	Length [km]	From	To
1.							
2.							

4. Auction results:

- 1) In the overflowed section described in line 1 of the table in paragraph 3 of the minutes, the various applicants offered the following amounts for the increase in the base fee:

1. train route from:

No.	Applicant	Amount of increase in basic fee excluding VAT [PLN]	Application No.
1.			
2.			
3.			

5. Train routes were allocated to the applicants who offered the largest amounts listed in item 4.
6. Other auction arrangements:
7. This protocol forms the basis for the preparation of the draft annual timetable 2024/2025 taking into account the allocated train paths based on the outcome of the auction.
8. Comments from the auctioneer:

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

Template No. 3

9. Comments from the applicants' representatives:



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

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

(signatures of representatives of the
auctioneer)

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

(signatures of applicants'
representatives)

Appendixes:

1. List of auction participants
2. Authorization of representatives of Applicants



Appendix to the minutes

List of participants in the auction of unallocated capacity held on

.....

N o.	First name and surname	Company	Phone number	Signature
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10 .				
11 .				
12 .				
13 .				
14 .				
15 .				



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Appendix No. 6

Price list of fees for the use of railroad infrastructure managed by the Lower Silesian Voivodeship Lower Silesian Road and Railway Service in Wrocław, valid for the 2024/2025 train timetable.

- 1. Fee for processing a capacity request**
- 2. Method of determining the unit rate of the basic fee**
- 3. Unit rate of shunting fee**
- 4. Booking fees**
- 5. Fee for parking of railroad vehicles**
- 6. Additional charges**

Method of determining the unit rate of the basic charge
for the 2023/2024 train timetable
approved by the President of the Railway Transport Office
with Decision DRR-WLKD.730.2023.LB of 16 August 2023.

The Lower Silesian Voivodeship Lower Silesian Road and Railway Service in Wrocław informs that the rates for minimum access to rail infrastructure managed by DSDiK, published in the Appendix to the Network Regulations for the 2023/2024 timetable, remain unchanged and will be valid for the 2024/2025 timetable.

Network Regulations 2024/2025

Pursuant to Section 33(1) of the Act, the Administrator has developed a charging system for the duration of the 2024/2025 annual train timetable, based on the same principles for all Applicants for the entire railway network.

The price list contains the information referred to in Article 33, subparagraph 13 of the Law.

1. Fee for processing a capacity request

DSDiK does not charge Applicants a fee for processing the capacity allocation application. The service of train timetable construction and path allocation within the train timetable is conducted is carried out for DSDiK by PKP PLK within the framework of the agreement on cooperation of managers in the area of railroad road connection concluded annually. The above fee is charged in accordance with PKP PLK's Price List.

2. Method of determining the unit rate of the basic fee

Pursuant to § 21, subparagraph 1 of the MliB Ordinance, the unit rate of the basic fee is determined as the sum of the part of the rate depending on direct costs and the part of the rate related to the type of transportation provided.

2. 1 Sub rates:

2.1.1 The part of the rate related to the type of transport performed

In accordance with § 21, subparagraph 16 of the MliB Regulation, the part of the rate related to the type of transport provided was assumed at PLN 0/pockm, due to the fact that the operation of the transport is dependent on public funding.

2.1.2. Part of the rate depending on direct costs

According to § 21, subparagraph 2 of the MliB Ordinance, the direct cost portion is determined as the sum of the portion of the rate based on the weight of the train and the category of the railroad and the portion of the rate based on the traction of the train.

a) Part of the rate depending on the traction of the train

The infrastructure managed by DSDiK is non-electrified. In view of the above, and having regard to § 21, subparagraph 12, item 2 of the Decree of the Minister of Infrastructure and Infrastructure, the value of the traction-dependent rate was assumed at the level of 0 PLN/pockm.

b) Part of the rate depending on the weight of the train and the category of railroad lines

The average rate depending on train weight and railway line category, which, according to § 21, subparagraph 4 of the Decree of the Minister of Infrastructure and Consumer Protection, is established as a quotient of planned direct costs and planned operational work, is PLN 5.14 net/pockm. For the average rate calculated in this way, an average train weight of 111.01 tonnes was established. This value represents the weighted average of operational work for lines no. 311, 326 and 341 from the last completed period of the annual cycle as well as estimated train weights for railway lines no. 303 and 316 according to § 21, subparagraph 8 of the MliB Regulation.

The coefficient differentiating the average rate depending on the weight of the train with a value of 1, in Network Regulations 2024/2025

accordance with § 21, subparagraph 10, item 1 of the MliB Ordinance, was placed in the weight range of $0 < m \leq 100$ tons. At the same time, the other coefficients were set so that the unit rate increased with the increase in the weight of the train and the planned revenue from the basic fee was equal to the planned amount of direct costs.

The values of sub-rates and differential coefficients are shown in the table below:

Table 1 Sub-rates and differential factors

Train weight	$0 < m \leq 100$	$100 < m \leq 200$	$200 < m \leq 300$	$300 < m \leq 400$	$400 < m \leq 500$	$500 < m \leq 600$
Factor that differentiates the average rate according to the weight of the train	1,00	1,01	1,02	1,03	1,04	1,05
Factor that differentiates the average rate according to the category of railroad lines	1	1	1	1	1	1
Part of the rate depending on the weight of the train and the category of the railroad [PLN net/pockm].	5,14	5,19	5,24	5,29	5,35	5,40
Part of the rate depending on the traction of the train [PLN net/pockm].	0	0	0	0	0	0
The part of the rate related to the type of transport performed [PLN net/pockm].	0	0	0	0	0	0

2.2 Basic fee unit rates:

In view of the above, the unit rates of the basic fee for minimum access to railroad infrastructure are as shown
Network Regulations 2024/2025



in Table 2.

**Table 2 Unit rates of basic fee
for minimum access
to railroad infrastructure**

Category of railroad line	Total gross weight of the train [t]	Unit rate [PLN net/pockm]
1	$0 < m \leq 100$	5,14
	$100 < m \leq 200$	5,19
	$200 < m \leq 300$	5,24
	$300 < m \leq 400$	5,29
	$400 < m \leq 500$	5,35
	$500 < m \leq 600$	5,40

3. Unit rate of shunting fee

According to Article 33, subparagraph 8 of the Law, the shunting fee is a fee charged for services performed as part of minimum access to rail infrastructure, related to shunting performed.

Due to technical and operational constraints in the railroad infrastructure, it is not possible to carry out shunting on the railroad lines managed by DSDiK for the time being and to download appropriate fees on this account.

4. Reservation fees

Pursuant to § 20 and 23 of the MliB Ordinance, the following reservation fees are charged:

4.1. Fee charged to the applicant for not using the allocated capacity

In accordance with the agreement between DSDiK and PLK on the cooperation of managers in the area of railroad interconnection, the capacity allocation service is conducted by PLK.

Reservation fee, for non-use of allocated capacity, if the applicant fails to designate a rail carrier to use the



allocated capacity, or the rail carrier designated by the applicant fails to conclude a Use Agreement, shall be charged to the applicant in accordance with the in accordance with PLK's Price List.

4.2. Fee charged to the carrier for not using the allocated capacity

In the case of non-use by the carrier, for reasons attributable to him, of all or part of the train path allocated within the annual timetable, the reservation fee for the unused part of the allocated train path is:

- 1) 25% of the base fare for scheduled train travel:
 - a) in the absence of resignation from the assigned route,
 - b) for the period from the date of resignation to the day preceding the implementation of the change in the train schedule, for which the application deadline has not yet expired;
- 2) 5% of the basic charge for the scheduled train journey in the case of resignation from the assigned route, for the period from the date of implementation of the train schedule change, for which the deadline for submission of applications has not yet expired, until the end of the annual train schedule period. The fee is 0% of the basic fee for the scheduled train journey for the period in which the train schedule was changed at the request of the manager.

In case of non-use by the carrier, for reasons attributable to him, of all or part of the train path allocated in a mode other than that adopted for the annual timetable, the reservation fee for the unused section of the allocated train path is:

- 1) 25% of the basic fare for a scheduled train trip in the absence of submission of a cancellation of an assigned route or submission of a cancellation less than 12 hours before the scheduled start of the train;
- 2) 20% of the basic fare for a scheduled train trip if a cancellation of the assigned route is submitted not less than 12 hours and less than 36 hours before the scheduled start of the train;
- 3) 15% of the basic fare for a scheduled train trip if a cancellation of the assigned route is submitted not less than 36 hours and less than 72 hours before the scheduled start of the train;
- 4) 10% of the basic fare for a scheduled train trip in case of cancellation of the assigned route not less than 72 hours and not more than 30 days before the scheduled start of the train;
- 5) 0% of the basic fee for a scheduled train trip in case of cancellation of an assigned train route more than 30 days before the scheduled start of the train.

Reservation fees will not be charged if the unused train path is a consequence of a train path application for modification of the allocated train path submitted as part of a change in the train schedule.

If part of the allocated capacity is not used as a result of the carrier's reduction in the scheduled train weight, a reservation fee of 50% of the reduction in the basic fee as a result of the reduction in the train weight that does not require a change in the allocated train path will be charged.

The reservation fee is not charged in case of failure to complete the trip for reasons attributable to the Lower Silesian Road and Railway Service in Wrocław or in case of an emergency situation.

5. Fee for parking of railroad vehicles

Pursuant to Article 33, subparagraph 10 of the Law, the maximum time for stopping rail vehicles under minimum access to rail infrastructure for which no fee is charged for allocated capacity has been set at 7 hours. Due to the fact that there are no instances of railroad vehicles stopping under minimum access to railroad infrastructure longer than 7 hours on the railroad lines managed by DSDiK, DSDiK does not charge for allocated



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capacity for stopping of railroad vehicles under minimum access to railroad infrastructure.

6. Additional charges

DSDiK does not provide for the collection of fees referred to in Article 33, subparagraph 12 of the Law.

Appendix No. 7

.....

.....

(Applicant's company stamp)

(place and date)

Lower Silesia Province
Lower Silesian Road and Railway Service in Wrocław
Railroad Division
Krakowska 28 Street
50-425 Wrocław
kancelaria@dsdik.wroc.pl

**Application for an agreement on the allocation of capacity
In the 2024/2025 train timetable**

Part A

Applicant Details	
1) Applicant's name:	
2) Headquarters:	
3) Postal code and address:	
4) TAX NUMBER:	
5) REGON:	
Applies to legal entities registered in the National Court Register	
National Court Register number:	
Company registered in the register of entrepreneurs kept by the District Court in:	
Commercial Division No. of the National Court Register:	
Concerns limited liability companies	
Limited Liability Company - amount of share capital:	
Joint stock company - the amount of fully paid-up share capital:	



Qualities of an Applicant <i>/Choice Marker - YES/</i>	
<i>Applicant who is a carrier:</i>	
<i>An applicant that is an organizer of public mass transportation:</i>	
<i>Non-carrier applicant:</i>	
Planned scope of ordered capacity:	
Capacity used for transportation: <i>/Choice Marker – YES/</i>	
<i>Individuals:</i>	
<i>Items:</i>	
<i>Individuals and items:</i>	
Passenger transportation: <i>/Choice Marker - YES/</i>	
<i>Occasional:</i>	
<i>Other than occasional:</i>	
Allocation of train schedule capacity (RJP) <i>/Choice Marker - YES/</i>	
<i>Annual and Individual:</i>	
<i>Individual only:</i>	
Person authorized to apply for granting the Applicant access to the Internet Train Path Ordering System (ISZTP).	
<i>First name and surname</i>	
<i>Mailing address:</i>	
<i>E-mail:</i>	
<i>Phone:</i>	



Contact details of the Applicant for the transmission of information related to the execution of the contract	
First name and surname	
Address:	
E-mail:	
Phone:	
Possible comments	

Part B

Required documents /copies attached to the application - certified "true to the original"/	
1) License no:	
2) Safety Certificate - Part A number:	
3) Safety Certificate - Part B number:	
Required Carrier Statements:	
We declare that we will inform the Lower Silesian Voivodeship Lower Silesian Road and Railway Service in Wrocław about changes, suspension or revocation of licenses or safety certificates.	
We declare that for the implementation of journeys we will use rolling stock that meets the conditions specified in the Regulation of the Minister of Infrastructure dated October 12, 2005, on the general technical conditions for the operation of railroad vehicles.	
Types of transportation /Choice Marker - YES/	
Passenger transportation:	
Carriage of goods:	
Contact details of the Carrier for the transmission of information related to the performance of the contract	
First name and surname	
Address:	



<i>E-mail:</i>	
<i>Phone:</i>	
Possible comments	

INFORMATION CLAUSE

Pursuant to Article 13(1)-(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016) - hereinafter referred to as "RODO" - I kindly inform you that:

- The administrator of your personal data is the Lower Silesian Voivodeship - Lower Silesian Road and Railway Service in Wrocław, 28 Krakowska Street, 50-425 Wrocław, contact number 71 39 17 100 during business hours 700 - 1500 from Monday to Friday, e-mail: kancelaria@dsdik.wroc.pl.
- The Lower Silesian Road and Railway Service in Wrocław has appointed a Data Protection Inspector, whose details are available at www.bip.dsdik.wroc.pl in the "Contacts" tab. To contact the Data Protection Inspector, please use the following e-mail address: iod@dsdik.wroc.pl. The Data Protection Inspector can also be contacted in writing at the address indicated in item 1, with the note "Data Protection Inspector".
- The Lower Silesian Road and Railway Service in Wrocław processes your personal data for the purposes of and on the basis of the following regulations:
 - In the case of sole proprietors and representatives or proxies of commercial companies and business entities operating under other legal forms - in order to take actions related to the conclusion and performance of the relevant contract, including settlement and documentation of transactions - (Article 6(1)(b) and (c) of the RODO);
 - In order to perform a legal obligation arising from the prevention of fraud and irregularities detrimental to the economic interest of public finance sector units within the meaning of public finance regulations, tax and accounting regulations, and anti-corruption regulations, as well as to handle reports of violations of the law - (Article 6(1)(c) RODO).
- Your personal data may be shared:
 - To public authorities and entities performing public tasks or acting on behalf of public authorities, to the extent and for the purposes that arise from the provisions of generally applicable law, in particular to control bodies;
 - In terms of ensuring the right to public information;
 - Entities that provide invoicing, billing, mail and parcel delivery, legal, auditing, debt collection, archiving, and IT, email and hosting service providers.
- Your personal data will be processed for the period necessary for the conclusion, execution, settlement of the contract and fulfillment of the purposes of processing, for the period after which any claims will become time-barred and then, stored for the time resulting from the provisions of the Act of July 14, 1983 on the national archival resource and archives.
- In connection with the processing of personal data, you are entitled to:
 - The right of access to personal data, including the right to obtain a copy of such data;
 - The right to rectify personal data;
 - The right to erasure of personal data ("right to be forgotten");
 - The right to restrict the processing of personal data;
 - The right to data portability;
 - The right to object to data processing - in case DSDiK in Wrocław or the Joint Administrator processes your personal data on the basis of a legitimate interest.
- Where the processing of personal data is based on Article 6(1)(a) of the RODO, you have the right to withdraw this consent at any time. Such revocation shall not affect the lawfulness of the processing carried out on the basis of the consent before its revocation.
- Your personal data will be processed for the period necessary for the conclusion, execution, settlement of the contract and fulfillment of the purposes of processing, respectively, for the period after which any claims will become time-barred and then, as far as archival materials are concerned, for the period resulting from the provisions of the Act of July 14, 1983 on the national



DSDiK
Dolnośląska Służba Dróg i Kolei we Wrocławiu



**DOLNY
ŚLĄSK**



**KULTURA
BEZPIECZEŃSTWA**
W TRANSPORCIE KOLEJOWYM

archival resource and archives.

9. Your personal data will not be transferred to recipients outside the European Economic Area.
10. In matters related to the processing of personal data, you have the right to lodge a complaint with the supervisory authority - the President of the Office for Personal Data Protection.
11. Personal data will not be processed by automated means and will not be profiled.

.....
(signature, stamp of Applicant)