**Annex 7.3.2.D**

## **Agreement on Use of Ticket Offices at Service Facilities**

Riga,          202

**State joint-stock company Latvijas Dzelzceļš**, unified registration No. 40003032065, in the person of                   (name, surname, position), who is acting in accordance with                   (title of the power of attorney, document date, document No.), hereinafter referred to as LDz, on the one hand,

and

       (company name, registration No.), in the person of                   (name, surname, position), who is acting in accordance with       (title of the power of attorney, document date, document No.), hereinafter referred to as the Railway Undertaking, on the other hand,

hereinafter collectively referred to as the Parties and individually as a Party, for the purposes of providing access to ticket offices at service facilities, hereby enter into the following agreement on transferring ticket offices *(if the Railway Undertaking also requires utility rooms and LDz has such rooms, the agreement shall read as follows) and the related utility rooms* at service facilities to the Railway Undertaking for a fee (hereinafter referred to as the Agreement):

1. **Subject matter of the Agreement**
	1. LDz shall give the Railway Undertaking the right, and the Railway Undertaking shall accept the right to use non-residential premises with a total area of       **m**2       for a fee in accordance with the provisions of Annex No.       to the Agreement, hereinafter referred to as the Premises.
	2. The boundaries of the Premises are laid out in the attached plans of the Premises in Annex No. (2) to the Agreement.
	3. The condition of the Premises and their location at the time of handover is set out in the documents attached to the Agreement: delivery and acceptance certificates (Annex No. (3) to the Agreement) and the plans of the Premises, and the Railway Undertaking is aware of this.
	4. The Railway Undertaking shall have the right to stop using of one or more Premises by notifying LDz at least 1 (one) month in advance, in which case the Parties shall amend the Annexes to the Agreement (No.1, No.2 and No.3) accordingly.
2. **Procedure of settlements**
	1. The Railway Undertaking shall pay a fee for the use of the Premises in accordance with the costs set out in Annex No. (1.1) to the Agreement, which altogether shall be **EUR**      (      *euros*,       cents) and value added tax (VAT) of **EUR**      (      *euros*,       cents) **per month**.

The fees for the use of the premises shall include fees for utilities (heat, electricity, water and sewage disposal, municipal waste management, and sanitary cleaning *if sanitary cleaning of the Premises is performed by LDZ, as specified in* Annex No. (1) to the Agreement.

* 1. By the 5th of each month, LDz shall submit to the Railway Undertaking an invoice for the use of the Premises for the current month and the Railway Undertaking shall pay the invoice within 10 (ten) days after the receipt thereof. The payment shall be made by bank transfer to a bank account specified in the LDz invoice. The date on which the money is credited to LDz’s current account shall be considered the date of payment.
	2. Invoices under the Agreement shall be drawn up electronically, they shall be sent to the Railway Undertaking electronically to an email address specified in the Agreement, shall be valid without signature, and shall be binding on both Parties. An invoice shall be deemed to have been received on the working day following the day on which it is sent to the email address specified in the Agreement.
	3. Invoices prepared by LDz in accordance with the Agreement shall be sent from LDz email address rekini@ldz.lv to the Railway Undertaking’s email address      . Either Party shall promptly inform the other Party should the email addresses specified in the Agreement change.
	4. VAT shall apply to all payments at the rate applicable at the time of provision of the services. Should the VAT rate change, the total amount of the Agreement with VAT shall change accordingly.
	5. All costs associated with the making of payments and banking services under the Agreement shall be borne by the Party making the payment.
	6. In the event of late payment of the amounts specified in Paragraph 2.1 of the Agreement, the Railway Undertaking shall pay default interest of 0.1% of the amount not paid by the due date for each day of delay. Pursuant to Section 1763 of the Civil Law, the accrual of default interest shall stop once this amount reaches the amount unpaid.
	7. Based on invoices submitted by LDz, the Railway Undertaking’s payments under the Agreement shall be credited to LDz in the following order:
		1. The amount that the Railway Undertaking may owe LDz;
		2. Current payments;
		3. Any default interest.
	8. Should the payment terms specified in the Agreement be different from the terms specified in an invoice of LDz, the payment terms specified in the Agreement shall prevail.
	9. In the event the Railway Undertaking is unable, as a result of LDz’s actions or inaction, to use the Premises or one of the Premises for the purposes specified in the Agreement and has notified LDz thereof, the fee specified in this Part of the Agreement shall be proportionally reduced for the relevant month on the basis of an executed document.
	10. Payment of default interest shall not relieve the Railway Undertaking from due performance of its obligations to LDz under the Agreement. The amount of default interest paid shall not be used to cover losses sustained by LDz.
	11. LDz shall have the right to revise the fee for the use of the Premises not more frequently than once a year, giving the Railway Undertaking at least one month’s notice, if the annual inflation in Latvia is at least 5% as compared to the past year.
1. **Duration of use of the Premises**
	1. The Agreement shall enter into force on the date of its signature and shall be in force until          202  .
2. **Handing over and acceptance of the Premises**
	1. LDz shall hand over and the Railway Undertaking shall accept the Premises by means of delivery and acceptance certificates for the Premises, signed by authorized representatives of the Parties and attached to the Agreement.
	2. The delivery and acceptance certificates shall also contain information on the equipment of the Premises, i.e. utility networks (power supply, fire safety and firefighting equipment), air ventilation systems, air conditioners.
	3. Upon expiry or early termination of the Agreement, either in its entirety or in respect of any particular Premises, the Railway Undertaking shall hand over the given Premises and keys to LDz within 5 (five) days in a condition not worse than that in which they were accepted in accordance with the provisions of the Agreement and as set out in Paragraph 4.2 of the Agreement, subject to normal wear and tear of the Premises. If, after the handover of the Premises, it is found that the Premises have not been properly cleaned or maintained, provided that they were to be cleaned by the Railway Undertaking in accordance with the Agreement, LDz shall have the right to have them cleaned or repaired at the Railway Undertaking’s expense, and the Railway Undertaking shall promptly pay the invoice for such work, accompanied by documents substantiating the cost of such work.
	4. Should the Railway Undertaking fail to vacate the Premises as provided in Paragraph 4.3 of the Agreement, LDz shall send the Railway Undertaking a written notice stating that the Railway Undertaking must vacate the Premises and remove its belongings within 10 (ten) days. If the Premises are not vacated of the Railway Undertaking’s belongings within the period specified in the notice, LDz shall have the right to move them to a room(s) in another place(s) by executing a relevant document. The cost of moving and storing such property in the possession and/or ownership of the Railway Undertaking shall be borne in full by the Railway Undertaking.
	5. When vacating the Premises or one of the Premises in accordance with Paragraph 4.3 of the Agreement, the Railway Undertaking shall remove only those items that belong to the Railway Undertaking and only those improvements to the Premises or one of the Premises that have been made by the Railway Undertaking and which can be separated without damaging the internal and/or external appearance and technical condition of the Premises.
3. **Obligations and rights of the Railway Undertaking**
	1. The Railway Undertaking shall have the following obligations:
		1. To use the Premises in accordance with the purposes specified in the Agreement;
		2. To obtain independently and at its own expense all the necessary approvals, permits and other necessary documents in order to carry out its business activity at the Premises: sale of rail passenger tickets. The Railway Undertaking shall bear all the difficulties and costs associated with obtaining the necessary consents, permits and other documents independently and at its own expense. This obligation does not include the obligation to ensure that the Premises and the buildings in which the Premises are situated are fit for the purposes of the Agreement;
		3. To treat the Premises and their fixtures and fittings, the building in which the Premises are situated, and area adjacent thereto with due care;
			1. To not damage the components of utility systems important for fire safety (control panels, detectors, loudspeakers, wires, sound and lighting devices, fire hydrant equipment, etc.), if such systems are installed at the Premises;
			2. To not damage electrical wiring, lightning protection and earthing equipment, if any;
		4. To observe and comply with the laws and regulations of the Republic of Latvia, binding regulations and decisions of state authorities and local authorities, as well as lawful requirements of the relevant insurance company, State Fire and Rescue Service, LDz and other competent authorities;
		5. The Railway Undertaking shall be responsible for compliance with fire safety rules in the Premises in accordance with the applicable regulatory enactments on fire safety and firefighting. The Railway Undertaking shall:
			1. Provide the Premises with fire extinguishers and ensure they are in working order (inspection and maintenance);
			2. Organize fire safety briefings for employees in accordance with the requirements of the fire safety rules;
			3. Set up fire safety signs at the Premises in accordance with the requirements of the fire safety rules;
		6. *(if sanitary cleaning of the Premises is performed by the Railway Undertaking, the Agreement shall read)* Perform sanitary cleaning in accordance with Annex No. 4 to the Agreement in the Premises stated in Annex No. 1 to the Agreement;
		7. To not obstruct access to the Premises by representatives of LDz in order to inspect compliance of the Premises with the provisions of the Agreement;
		8. To pay the fee for the use of the Premises and make other payments to LDz in the amount and within the period specified in Part 2 of the Agreement;
		9. Should the Agreement expire and be not extended, but the Premises are not vacated by the Railway Undertaking, to pay the fee and other charges specified in Part 2 of the Agreement for the period of use of the Premises;
		10. In the event of an emergency at the Premises, to notify LDz in writing on the day the emergency occurs (Customer Service Centre phone: 80021181, email: uzzinas@ldz.lv) and promptly take all appropriate and possible measures to eliminate or mitigate consequences of the emergency;
		11. To maintain the Premises and the equipment therein (including the power supply system), in accordance with the operating instructions, in good order, allowing for normal wear and tear;
		12. To ensure that the Railway Undertaking’s employees comply with the internal rules of conduct of LDz, if such have been submitted to the Railway Undertaking. The Railway Undertaking shall be liable for all actions or inaction of its employees as if they were the Railway Undertaking’s own actions or inaction;
		13. If the Premises have been damaged by the fault or negligence of the Railway Undertaking, its authorized persons or employees, the Railway Undertaking shall immediately commence repair of the damage and shall repair the damage within the shortest possible period of time. Should the Railway Undertaking fail to comply with the obligation set out in this paragraph, LDz shall have the right to repair the damage at the Railway Undertaking’s expense. In that event, the Railway Undertaking shall during that period pay in full all payments due to LDz under the Agreement;
		14. To keep the Premises continuously insured under a valid insurance contract where LDz is the beneficiary. The insurance contract shall provide for insurance benefits in respect of losses caused by the following risks: fire, water supply and utility network breakdowns, natural disasters. The Railway Undertaking shall conclude the insurance contract within 15 (fifteen) days from the date of signing the Agreement with LDz and submit the original insurance policy to LDz;
		15. Upon signing the Agreement, the Railway Undertaking confirms that it has read the basic principles of business ethics of Latvijas Dzelzceļš Group’s cooperation partners, published on the Group's website [www.ldz.lv](http://www.ldz.lv), and confirms its compliance with these principles, and shall strictly adhere to these principles and ensure that its employees and subcontractors involved in the performance of the Agreement also adhere to the principles.

The Carrier shall immediately inform LDz if a situation is identified in which any of the basic principles of business ethics of the cooperation partners of Latvijas Dzelzceļš Group has been violated, as well as inform LDz about measures being taken to resolve the situation and prevent its recurrence in the future. Should such information be not provided and LDz becomes aware that the Railway Undertaking has violated any of the basic principles of business ethics of the cooperation partners of Latvijas Dzelzceļš Group, further cooperation will be assessed in accordance with the procedure and to the extent provided for by law.

Should the Railway Undertaking, in the course of performance of the Agreement, learn or reasonably suspect that an employee of a company of Latvijas Dzelzceļš Group, personally or through an intermediary, solicits, accepts or offers any kind of material values, property or other benefits to any person with the intention of inducing the adoption of certain unlawful decisions, obtaining unlawful benefits or advantages, or achieving any other selfish purpose for personal interests, interests of LDz or any other person, the Railway Undertaking shall immediately inform the Fraud Prevention Department of the holding company of Latvijas Dzelzceļš Group by using the relevant means of communication on the Group’s website [www.ldz.lv](http://www.ldz.lv). The report must include information, facts or evidence that verify the activities in question or provide reasonable grounds to suspect such activities. LDz guarantees that such information shall be comprehensively and objectively assessed and that the whistleblower, the company he or she represents or any of its employees shall face no unjustified negative consequences or action.

* 1. The Railway Undertaking shall have no right to:
		1. Use the facade of the building, as well as areas adjacent to the buildings where the Premises are located, to display posters and advertisements without written permission of LDz;
		2. Keep pets and other animals on the Premises without written permission of LDz;
		3. Distribute to the public the plans of the Premises, or to present them to or provide them to third parties without the consent of LDz.
	2. The Railway Undertaking shall have the right to:
		1. Use the Premises without interference and in accordance with the purposes of the Agreement;
		2. Use all common areas (corridors, staircases, etc.), the use of which is necessary for the normal use of the Premises;
		3. At its own expense, reconstruct, redesign, renovate, as well as carry out routine repairs in the Premises it has been allowed to use, provided that LDz has issued a written permission.
1. **Obligations and rights of LDz**
	1. LDz shall have the following obligations:
		1. To ensure that the Premises are:
			1. Subject to technical maintenance

*(if sanitary cleaning of the Premises is done by LDz, the Agreement shall read)* and sanitary cleaning in accordance with the requirements set forth in the applicable regulatory enactments and Annex No. 4 in places where, according to Annex No. 1, such work is performed by LDz;

* + - 1. Accessible in accordance with the provisions of Annex No. (1) to the Agreement.
		1. To provide the Railway Undertaking with a place for displaying signs, information and other materials that deal with train movements;
		2. To inform the Railway Undertaking about repairs to external engineering networks and communication systems; LDz shall do everything in its power to renew operations interrupted due to the repairs as soon as possible. LDz shall not be liable for disruptions of heating, water, power supply systems and telephone lines if such disruptions occur on the territory of a city or municipality and are not caused by the fault of LDz;
		3. To submit invoices to the Railway Undertaking as provided in Part 2 of the Agreement;
		4. To ensure that the Railway Undertaking’s employees are able to use the Premises unhindered and unimpeded by LDz or any other person acting on behalf of LDz in accordance with requirements or instructions of LDz, throughout the period of use of the Premises, and ensure the following:
			1. The building in which the Premises are situated complies with fire safety requirements set out in regulatory enactments;
			2. Maintenance of the fire safety system (automatic fire detection and alarm system, emergency voice alarm communications) and system components (control panels, detectors, loudspeakers, wires, sound and light alarm, fire hydrants, etc.) in working condition in accordance with the requirements of the Fire Safety Rules, if such system has been installed;
			3. Maintenance and inspections of electrical wiring, lightning protection and earthing in accordance with the requirements of the Fire Safety Rules, if such have been installed;
			4. Maintenance and inspections of heating and ventilation systems in accordance with the requirements of the Fire Safety Rules;
			5. Maintenance of external and internal fire water supply systems in accordance with the requirements of the Fire Safety Rules;
			6. Maintenance of the area at the building in which the Premises are located in accordance with the requirements of the Fire Safety Rules;
			7. Compliance of escape routes and emergency exits with the requirements of the Fire Safety Rules;
			8. Providing common areas with firefighting equipment (fire extinguishers), maintenance (inspections and servicing) of firefighting equipment;
			9. Development of evacuation plans, if necessary in accordance with the requirements of the Fire Safety Rules;
			10. Development of fire safety instructions in accordance with the requirements of the Fire Safety Rules;
			11. Providing the Premises with fire safety signs in accordance with the requirements of the Fire Safety Rules.
		5. *(if sanitary cleaning of the Premises is carried out by LDz, the Agreement shall read as follows)* Toperform sanitary cleaning at the Premises described in Annex No. (1) to the Agreement in accordance with the requirements specified in Annex No. (4);
		6. If the Parties agree so, to repair damage to the Premises specified in delivery-acceptance certificates for the Premises after reaching agreement on a schedule of repairs, including timeframes, priority damages and locations;
		7. To carry out the necessary repairs to prevent technical damage or eliminate the consequences of an accident in the building, which pose or may pose threat to the occupants of the building. The Railway Undertaking shall not hamper or unreasonably delay carrying out of such repairs;
	1. LDz shall have the following rights:
		1. To take the necessary action to vacate the Premises in the event of expiry or early termination of the Agreement in accordance with the provisions of the Agreement and the applicable laws and regulations;
		2. To receive from the Railway Undertaking payments of penalties and compensation imposed on the Railway Undertaking for improper activities at the Premises;
		3. For the duration of the Agreement and upon its expiry, to require the Railway Undertaking to remove all changes and additions to the Premises that have been made without written permission and consent of LDz. If this is acceptable to LDz, the Railway Undertaking may compensate for the removal of changes and additions to the Premises not agreed upon with LDz by paying LDz a lump sum, the amount of which shall be agreed upon the Parties in writing;
		4. LDz shall have the right to, at any time and upon notifying the Railway Undertaking, carry out a general inspection of the Premises in order to verify compliance with the provisions of the Agreement, carry out the necessary technical inspections of the Premises and repairs, as well as inspect the Premises in other cases, if LDz so requires;
		5. LDz shall have the right to show the Premises to potential users of the Premises by giving prior notice to the Railway Undertaking;
		6. LDz shall not be liable for the Railway Undertaking’s equipment, inventory and other property located at the Premises;
		7. In the cases referred to in Paragraph 7.3 of the Agreement, notify the Railway Undertaking and require the Railway Undertaking to remedy the ascertained deficiencies within 15 (fifteen) days from the date of sending the notice;
		8. LDz shall have the right to instruct the Railway Undertaking to display its signs and other information materials in another place, even if he original places are specified in the delivery and acceptance certificate for the Premises, pursuant to Paragraph 5.2.1, as well as to prohibit display of information which does not comply with the requirements of the Carriage by Rail Law.
1. **Amendments to and early termination of the Agreement**
	1. All amendments and supplements to the Agreement shall be made in writing by the Parties and shall be attached to and become integral part of the Agreement.
	2. The Agreement may be terminated if the Parties agree so in writing, as well as in other cases provided for in the Agreement and the laws and regulations of the Republic of Latvia.
	3. LDz shall have the right to unilaterally terminate the Agreement early, taking into consideration provisions of Paragraph 6.1.4 of the Agreement and by notifying the Railway Undertaking in writing 30 (thirty) days in advance, without compensating the other Party for any losses and costs incurred if the Railway Undertaking has not remedied the breaches identified in accordance with the notice:
		1. The Railway Undertaking uses the Premises for purposes other than those provided for in the Agreement or breaches the terms and conditions of the use of the Premises;
		2. The Railway Undertaking fails to pay the fee for the Premises or make other payments by the deadlines specified in the Agreement;
		3. The Railway Undertaking degrades technical condition of the Premises, damages the Premises by its actions, for which a deed has been drawn up;
		4. The Railway Undertaking subleases the Premises or uses the Premises for joint operations with third parties without consent of LDz;
		5. The Railway Undertaking arbitrarily, without LDz’s consent or in violation of the relevant regulatory enactments, reconstructs, renovates or repairs the Premises;
		6. The Railway Undertaking fails to comply with other obligations set out in Part 5 of the Agreement after repeated notice;
		7. The Railway Undertaking fails to comply with the provisions of the Civil Law or other regulatory enactments of the Republic of Latvia concerning the use and maintenance of the Premises.
	4. In addition to the provisions of Paragraph 7.3 of the Agreement, LDz shall have the right to unilaterally terminate the Agreement early by giving the Carrier 30 (thirty) days’ prior written notice, without compensating the other Party for any losses caused by early termination of the Agreement, if the place where the Premises are located has lost its status of a service facility.
	5. The Parties shall have the right to unilaterally terminate or withdraw from the Agreement by notifying the other Party in writing immediately if the Agreement cannot be performed due to international or national sanctions or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization affecting significant financial and capital market interests during the performance of the Agreement.
	6. The Railway Undertaking shall have the right to terminate the Agreement early by giving 30 (thirty) days’ prior written notice to LDz.
	7. In cases not provided for in the Agreement, it may be terminated only in accordance with the procedure specifically provided for by the laws and regulations of the Republic of Latvia.
	8. Upon the occurrence of any of the circumstances referred to in Paragraphs 7.3, 7.4, 7.5 and 7.6 of the Agreement, the Railway Undertaking shall vacate the Premises in accordance with the provisions of Part 4 of the Agreement.
	9. Upon the expiry of the Agreement, LDz shall not reimburse the Railway Undertaking for necessary and valid costs, unless the Parties agree otherwise.
	10. If the Agreement is terminated early on the initiative of LDz and through no fault of the Railway Undertaking, the Railway Undertaking shall have the right to claim compensation from LDz for the cost of the Railway Undertaking’s investment in proportion to the period of use of the Premises, excluding depreciation, provided that the cost of the Railway Undertaking’s investment for the benefit of the property of LDz, its value and nature, have been agreed upon in writing with LDz, and for which a delivery and acceptance certificate has been signed by LDz and the Railway Undertaking.
	11. Repair projects at the Premises agreed upon by the Parties and implemented by the Railway Undertaking in accordance with Paragraph 5.1.2 of the Agreement shall become property of LDz in accordance with delivery and acceptance certificates signed by both Parties.
	12. If the Agreement is terminated early due to the fault of the Railway Undertaking, the Railway Undertaking shall not be compensated for the necessary valid expenses, unless the Parties agree otherwise.
	13. In the event the Parties agree to extend the term of the Agreement set out in Part 3, the provisions of Paragraph 7.10 of the Agreement regarding reimbursement of the Railway Undertaking’s costs during the previous period of use of the Premises shall terminate on the date on which the agreement to extend the term of the Agreement comes into force.
2. **Settlement of disputes and liabilities of the Parties**
	1. The Parties shall settle their disputes through negotiations. If a dispute cannot be settled through negotiations, it shall be resolved in a court of the Republic of Latvia.
	2. Either Party shall compensate direct damages incurred by the other Party as a result of a breach, improper performance or non-performance of an obligation of the former Party under the Agreement.
	3. In the event of a dispute between the Parties over damage, the amount of damage may be determined by independent experts whose services shall be paid for by the Party that has caused or is responsible for the damage.
	4. The Parties shall not be liable for any failure to perform or improper performance of the provisions of the Agreement as a result of force majeure circumstances, such as natural disasters, earthquake, hurricane, flood, riot, acts of war of any nature, prohibitions and actions of public authorities, as well as other developments of an exceptional nature which the Parties could not have foreseen or in any way prevented.
	5. If a Party cannot perform its obligations in whole or in part due the circumstances referred to in Paragraph 8.4 of the Agreement, the period for performance of the obligations shall be extended by a period equivalent to the period during which these circumstances existed.
	6. If the circumstances referred to in Paragraph 8.4 of the Agreement persist for more than 2 (two) months, either Party shall have the right to terminate the Agreement, in which case neither Party shall have the right to claim compensation for any damages due to the occurrence of such circumstances.
	7. A Party that is unable to perform its obligations due to the circumstances referred to in Paragraph 8.4 of the Agreement shall immediately notify the other Party in writing of the occurrence of such circumstances and present documents confirming such circumstances.
3. **Trade secrets**
	1. The terms and conditions of the Agreement, as well as information concerning cooperation between the Parties or information about either Party that has come to the knowledge of the other Party as a result of the performance of the Agreement, shall be considered trade secrets of the respective Party and shall not be disclosed to third parties during and after the term of the Agreement without prior written consent of the Parties. This obligation shall not apply to (1) information in the public domain and (2) information that must be disclosed to relevant public authorities in accordance with applicable law and is disclosed to such authorities.
	2. A Party that receives information containing trade secrets of the other Party shall use the information solely for the purposes of the Agreement, taking into account commercial interests of the Parties and the given confidentiality obligation.
4. **Personal data protection**
	1. The Parties hereby acknowledge that they have been informed that personal data provided by either Party, if necessary for the performance of the Agreement and the provision of the services, may be processed only in accordance with the subject matter of the Agreement, within the scope of the Agreement, for the duration of the Agreement, and only in accordance with the requirements of the applicable laws and regulations.
	2. The Parties shall inform employees identified in the Agreement as contact persons that their contact information may be transferred within the scope of their employment and for the performance of their duties, as well as of their rights as data subjects in accordance with the applicable laws and regulations on the protection of personal data.
	3. Either Party shall ensure protection of personal data provided by the other Party in accordance with the applicable regulatory enactments.
	4. The Parties shall not hand over to third parties personal data submitted by the other Party. Where the Parties may be obliged to do so under applicable law, they shall inform the other Party thereof before handing the personal data over, unless this is prohibited by applicable law.
	5. Each Party shall be independently responsible to the Data Subject for non-compliance with the personal data protection and processing rules and, should a Party be found liable, the Party shall satisfy the Data Subject’s claims related to personal data breach and its remediation, as well as pay administrative fines related to the personal data breach and pay the damages awarded by a court ruling.
	6. The Parties shall destroy personal data provided by the other Party as soon as the need to process these data ceases.
5. **Other provisions**
	1. The Parties shall designate the following contact persons for the duration of the Agreement:
		1. Contact person of LDz – (Māra Ozola, Senior Commercial Specialist at the Commercial Department of the Real Estate Division, phone: 67234810, 29531554, email: Mara.Ozola@ldz.lv) shall coordinate and resolve issues related to the performance of the Agreement;

 The Railway Undertaking’s contact person –                   (name, surname, position)

Phone No.:      , email address:      , shall have the right to sign the delivery and acceptance certificates for the Premises and shall deal with matters related to the performance of the Agreement.

* 1. The Agreement shall be binding on the Parties’ authorized representatives, representatives, successor entities, and the rights and obligations of both Parties set forth therein may not be assigned by either Party to third parties without the other Party’s written consent.
	2. All notices under the Agreement shall be sent to the addresses provided below and all notices, except invoices, shall be considered to have been received when delivered personally, as acknowledged by the recipient’s signature, or submitted with an electronic signature by email to info@ldz.lv, or 7 (seven) days after sent by registered mail in the territory of the Republic of Latvia. If a Party alters the contact details below, it shall notify the other Party thereof within 7 (seven) days.
	3. The representatives of the Parties signing the Agreement hereby confirm that they have been delegated the right to sign the Agreement on behalf of the Parties they represent, and that their right to sign has been registered in accordance with the regulatory enactments, as well as that they have been delegated authority to the extent necessary for the conclusion (signing) of the Agreement in accordance with the conditions set out therein.
	4. Should any provision of the Agreement cease to have legal effect, the remaining provisions of the Agreement shall not be affected thereby.
	5. The Agreement encompasses all agreements between the Parties with respect to the subject matter of the Agreement and supersedes all prior written and verbal agreements and negotiations between the Parties.
	6. The Agreement has been drawn up in the Latvian language and signed in 2 (two) original copies, one of which shall be kept by LDz and the other by the Railway Undertaking. Both copies of the Agreement shall be valid and have the same legal effect.
	7. The following Annexes are attached to the Agreement and form integral part thereof:

Annex No. (1). – List of Premises indicating where LDz performs sanitary cleaning and the price of the service;

Annex No. (2) – Plans of the Premises;

Annex No. (3) – Delivery and acceptance certificates for the Premises;

Annex No. (4) – List of sanitary cleaning duties and periodicity thereof on the Premises.

1. **Banking details and signatures of the Parties**

**LDz:**

**State joint-stock company Latvijas Dzelzceļš** – 3 Gogoļa Street, Riga, LV-1547,

unified registration No.40003032065, VAT reg. No. LV40003032065.

Current account No. LV17RIKO0000080249645, Latvian branch of Luminor Bank AS, SWIFT code RIKOLV2X.

**Railway Undertaking:**

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| --- | --- | --- |
|  |  |  |
| **LDz:** |  | **Railway Undertaking:** |

**Annex No. (1)**

         202

## to the Agreement on Use of Ticket Offices at Service Facilities

**Annex No. (2)**

         202

to the Agreement on Use of Ticket Offices at Service Facilities

Plans of the Premises

**Annex No. (3)**

         202

to the Agreement on Use of Ticket Offices at Service Facilities

Delivery and acceptance certificates for the Premises

**Annex No. 4**

         202

to the Agreement on Use of Ticket Offices at Service Facilities

List of sanitary cleaning duties and periodicity thereof on the Premises

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **List of sanitary cleaning duties** | **1 time per day** | **1 time per working day** | **1 time per week**  | **1 time per month** | **2 times per month** | **1 time per quarter** | **1 time per year** | **2 times per year** | **When necessary/ on a regular basis/as per regulatory enactments** |
| 1 | Wiping horizontal and vertical surfaces with a damp cloth |  |  |  |  |  |  |  |  |  |
| 2 | Emptying of waste bins |  |  |  |  |  |  |  |  |  |
| 3 | Cleaning and washing different floor surfaces, with detergent added to the water |  |  |  |  |  |  |  |  |  |
| 4 | Cleaning window and door surfaces on both sides |  |  |  |  |  |  |  |  |  |
| 5 | Deratization of the Premises (rodent extermination) |  |  |  |  |  |  |  |  |  |
| 6 | Disinsectization of the Premises (insect extermination) |  |  |  |  |  |  |  |  |  |
| 7 | Other activities, including liquidation of the consequences of an accident |  |  |  |  |  |  |  |  |  |