
Terms and conditions of access to e-tovorni promet data

I. GENERAL

1. Subject

These Terms and Conditions (T&C) define rail service users' (the User) access to data concerning wagon status and consignment tracking available in SŽ – TP's information system

2. Obligations of SŽ – TP and the User

SŽ – TP provides access to the consignments data as specified below.

SŽ – TP's database comprises data from the Users' consignment notes. To ensure data accuracy, the Users have to follow the relevant manual when completing the consignment note.

II. AVAILABILITY

3. Data type and structure

SŽ – TP provides access to the following types of data:

- Wagon data – data concerning the wagon;
- Consignment data – data concerning the consignment.

4. Data availability

Consignment data is available while the consignment is en route on SŽ network, such as:

- On forwarding/departure (the moment when the contract of carriage is entered into);
- On exiting the country (until the end of the day on which the consignment exited SŽ network);
- On entering the country (the moment when the wagon arrived to SŽ network and was accepted from the neighbouring rail administration);
- On arrival (until the end of the day on which the wagon was handed over to the User).

For loaded runs, consignment data and wagon data are available interchangeably, i.e. a search query for consignment data will also give results for wagon data, and vice versa. For empty wagons, the data is available throughout their retention period on SŽ network.

5. Rights of access to data

Wagon data can be accessed by Users who are wagon owners, or who are wagon keepers with a lease on the wagons or in a special arrangement with SŽ – TP on wagon use. When the User is the wagon owner ("user owner") and is either the consignor, consignee or contractual partner, they may also access the data on consignments in the wagon concerned.

Access to consignment data is limited to Users who are the consignor, the consignee or a contractual partner with respect to the relevant consignment. User owners who are not the consignor, the consignee or a contractual partner cannot access consignment data.

III. ACCESS AND LIABILITY

6. Manner of access

The User can access the data over the Internet. The data is available on SŽ website www.slo-zeleznice.si under the section »Freight Transport«, subsection »E-TP«.

7. System availability

Data access applications are normally available 24/7, except during downtime for hardware or software maintenance.

8. Username and password

Access to the applications requires the relevant SŽ register code and a username and password ("access information") assigned to the User by SŽ – TP. The username and password will be sent by postal mail to the designated contact person.

The User shall keep the access information confidential, and shall limit its use exclusively to the relevant authorized person. The User shall be liable for any damage associated with the use of access information by third parties.

If the User believes that the access information has been compromised, it shall notify SŽ without delay to receive a new password. The User shall bear all costs arising from unauthorized use of access information.

9. Limitation of liability concerning communication network

The User shall use modems and other hardware and the public communications network in line with the relevant regulations, authorizations and permits. SŽ – TP is responsible strictly for its own equipment, and shall not be liable for any irregularities or non-compliances resulting from failure of the User's equipment or from actions by the User.

10. Confidentiality

SŽ – TP shall keep confidential all data concerning the User and any associated business information, and shall not disclose them to third persons.

11. Limitation of liability concerning data

While SŽ – TP assumes, in good faith, that the data provided is quality, accurate and up to date, SŽ – TP shall nonetheless not be held liable for any direct or indirect damage associated with the use of data or with data errors and inaccuracies.

12. Limitation of liability concerning technical difficulties

SŽ – TP shall not be liable for any direct or indirect damage or any inconvenience associated with technical difficulties or service downtimes.

13. Limited use

The User shall use the data strictly for its own purposes and shall not disclose it to third parties without SŽ – TP's consent.

IV. OTHER

14. Termination

Any breach of these Terms and Conditions by the User shall result in withdrawal of all data access permissions.

Annex 1: Wagon data

Technical data
1. Home station
2. Wagon intended for transport
3. Date of overhaul
4. Overhaul interval
5. Date of regular inspection
6. Regular inspection interval
Wagon status data
7. Wagon number
8. Wagon type and subtype
9. Wagon location
10. Wagon status
11. Date of last change
12. Time of last change
13. Forwarding station
14. Destination station
15. Description of previous load
16. Type of intermediate handling
17. Station of intermediate handling
18. Tare (in kg)
19. Length (in m)
20. Number of axles
21. Mass of consignment (in kg)

Annex 2: Consignment data

Data type :
1. Status of consignment (wagon)
2. Forwarding No
3. Date of forwarding
4. Forwarding railway
5. Forwarding station
6. Destination station
7. Destination railway
8. Date of arrival
9. Type of transport
10. NHM code
11. Description of goods
12. Wagon No
13. Consignee
14. Consignor
15. Customer agreement
16. Number of ITU
17. Container No
18. Gross mass of consignment

Terms and conditions of access to e-specification data**I. GENERAL****1. Subject**

These Terms and Conditions (T&C) define the freight payers' (the Users) access to data concerning consignment specifications attached to invoices.

Users can access, over the internet, two types of specifications:

- specification in electronic format (a digital version of the specification in paper format);
- e-specification (defined in "Priročnik za uporabo – centralni obračun in fakturiranje vagonskih pošiljk", or "User manual – Centralized charging and invoicing of wagon-load consignments" in English).

2. Obligations of SŽ – TP and the User

SŽ – TP provides access to the consignments data as specified below.

SŽ – TP's specifications database consists of data from the Users' consignment notes. To ensure data accuracy, the Users have to follow the relevant manual when completing the consignment note.

II. AVAILABILITY

3. Data type and structure

SŽ – TP provides access to specifications data with respect to consignments included in centralized charging. A list of items making up the data is defined in User manual – Centralized charging and invoicing of wagon-load consignments.

4. Data availability

The data can normally be accessed ten days after the end of the relevant accounting period.

- First accounting period (Day 1 to 10) – on the 20th day of the current month;
- Second accounting period (Day 11 to 20) – on the 30th day of the current month;
- Third accounting period (Day 21 to 30) – on the 10th day of the following month.

The data is stored and accessible for up to three months.

5. Rights of access to data

Access to the specifications data for centralized charging is limited to users who are the freight payers for the consignment concerned. Users other than the freight payer (such as the consignor, consignee, or contractual partner) may not access the specifications data.

III. ACCESS AND LIABILITY

6. Manner of access

The User can access the data over the Internet. The data is available on SŽ website www.slo-zeleznice.si under the section »Freight Transport«, subsection »E-TP«.

7. System availability

Data access applications are available 24/7, except during downtime for hardware or software maintenance.

Access to the applications requires the relevant SŽ register code and a username and password ("access information") assigned to the User by SŽ – TP. The username and password will be sent by postal mail to the designated contact person.

The User shall keep the access information confidential, and shall limit its use exclusively to the relevant authorized person. The User shall be liable for any damage associated with the use of access information by third parties.

If the User believes that the access information has been compromised, it shall notify SŽ without delay to receive a new password. The User shall bear all costs arising from unauthorized use of access information.

8. Limitation of liability concerning data

While SŽ – TP assumes, in good faith, that the data provided is quality, accurate and up to date, SŽ – TP shall nonetheless not be held liable for any direct or indirect damage associated with the use of data or with data errors and inaccuracies.

9. Limitation of liability concerning communication network

The User shall use modems and other hardware and the public communications network in line with the relevant regulations, authorizations and permits. SŽ – TP is responsible strictly for its own equipment, and shall not be liable for any irregularities or non-compliances resulting from failure of the User's equipment or from actions by the User.

10. Limitation of liability concerning technical difficulties

SŽ – TP shall not be liable for any direct or indirect damage or any inconvenience associated with technical difficulties or service downtimes.

11. Data protection

SŽ – TP shall keep confidential all data concerning the User and any associated business information, and shall not disclose them to third persons.

12. Limited use

The User shall use the data strictly for its own purposes and shall not disclose it to third parties without SŽ – TP's consent.

13. Termination

Any breach of these Terms and Conditions by the User shall result in withdrawal of all data access permissions.