

INF. 3

17 October 2023

(English only)

RID: 16th Session of the RID Committee of Experts' standing working group
(London, 20 to 23 November 2023)

Subject: Clarification of the role of the consignor in the consignment of empty uncleaned tank-wagons for the carriage of refrigerated liquefied gases

Proposal transmitted by the International Union of Railways (UIC)

Introduction

1. At its autumn 2023 session, the RID/ADR/ADN Joint Meeting discussed the following proposal submitted by UIC: "Clarification of the provisions on the holding time for the carriage of tanks with refrigerated liquefied gases" (ECE/TRANS/WP.15/AC.1/2023/26 – OTIF/RID/RC/2023/26).
2. In this document, UIC proposed:
 - To add clarification for tanks/tank-containers to RID/ADR/ADN 4.3.3.6;
 - To submit corresponding clarification for portable tanks in the Model Regulations 4.2.3.8; and
 - To make explicit what is regarded as the consignor's responsibility, i.e. to determine the holding time and to dispatch tanks which are empty and uncleaned with the pressure lowered to such an extent that the pressure limiting device(s) will not activate during carriage by rail.

3. Based on the proposal and the expert discussion, the Joint Meeting's informal working group on tanks concluded as follows¹:

“Item 3: Clarification of the provisions on the holding time for the carriage of tanks with refrigerated liquefied gases.”

Document: ECE/TRANS/WP.15/AC.1/2023/26 (UIC)

5. There was general support for the principle. It was agreed that the consignor is responsible for offering the empty uncleaned tank-wagons and tank-containers in a condition that the pressure relief devices are not activated during carriage.

6. It was discussed that wording along the same lines as reproduced below could be used to amend chapter 4.2.

7. The following proposal was adopted after a modification of the proposed wording and it was agreed that wording along these lines could be used for portable tanks:

Proposal 4

Amend 4.3.3.5 by adding a new sentence at the end to read:

“The requirements of 4.3.3.5 need not be complied with for empty, uncleaned tanks/tank-containers.”

Proposal 5

Amend 4.3.3.6 to read (new wording underlined):

4.3.3.6 Tanks/Tank-containers shall not be offered for carriage:

(a) In an ullage condition liable to produce an unacceptable hydraulic force due to surge within the shell;

(b) When leaking;

(c) When damaged to such an extent that the integrity of the tank-container or its lifting or securing arrangements may be affected;

(d) Unless the service equipment has been examined and found to be in good working order;

and for refrigerated liquefied gases:

(e) Unless the actual holding time for the refrigerated liquefied gas being carried has been determined;

(f) Unless the duration of carriage, after taking into consideration any delays which might be encountered, does not exceed the actual holding time;

(g) Unless the pressure is steady and has been lowered to a level such that the actual holding time may be achieved⁴;

¹ Quoted from item 3 of the [Report of the Working Group on Tanks](#), ECE/TRANS/WP15/AC1/2023/GE/INF.46.

(h) When empty, uncleaned, unless the pressure has been reduced to a level that ensures that the pressure relief devices will not activate during carriage⁴.

4. Footnote 4 in 4.3.3.6 reads as follows: “Guidance is provided in the European Industrial Gases Association (EIGA) document “Methods to prevent the premature activation of relief devices on tanks” available at www.eiga.eu.”
5. The working group on tanks confirmed the notion that “the consignor is responsible for offering the empty uncleaned tank-wagons and tank-containers in a condition that the pressure relief devices are not activated during carriage” (see paragraph 3 above).
6. The report of the working group on tanks and the amendments to RID/ADR/ADN 4.3.3.5 and 4.3.3.6 were approved by the Joint Meeting.

Considerations

7. The working group on tanks did not agree to specify the responsible participant in RID/ADR/ADN 4.3.3.6, as proposed by UIC, on the grounds that this was not the right place to specify participants’ responsibilities.
8. However, UIC has found examples in RID where a specific safety obligation is assigned to a participant in Chapter 4.2. In the chapter dedicated to the use of portable tanks, in 4.2.1.9.1, RID and ADR not only assign a specific obligation to a participant, but also differ with regard to which participant is responsible for that particular obligation:
 - RID 4.2.1.9.1 reads as follows:

“Prior to filling, **the filler** shall ensure that the appropriate portable tank is used and that the portable tank is not filled with substances which in contact with the materials of the shell, gaskets, service equipment and any protective linings, are likely to react dangerously with them to form dangerous products or appreciably weaken these materials. **The consignor** may need to consult the manufacturer of the substance in conjunction with the competent authority for guidance on the compatibility of the substance with the portable tank materials.”
 - While ADR 4.2.1.9.1 reads:

“Prior to filling, **the consignor** shall ensure [...] these materials. **The consignor** may need [...] portable tank materials.”
9. The working group on tanks also discussed the option of specifying the consignor’s obligation (concerning empty, uncleaned tanks) in 1.4.2.1 ‘Safety obligations of the main participants, consignor’, on the grounds that the obligations cited in that chapter are of a general nature, do not contain specific obligations and are not (meant to be) exhaustive, and that therefore, the inclusion of one specific obligation does not fit the purpose of that paragraph.
10. UIC can follow the reasoning with regard to 1.4.2.1, even though there are examples in Chapter 1.4 that do exactly that:
 - 1.4.3.7.1 pertaining to the unloader prescribes in its safety obligations four specific actions ((a), (b),(d) and (f)).

- Out of the eleven safety obligations in 1.4.3.3 (pertaining to the filler), ten are specific actions that must be performed in the context of 1.4.1. Only the note at the end is a general requirement, as it refers to the establishment of procedures to ensure that the filler meets all its obligations.
11. The amendments accepted by the Joint Meeting are an improvement. Nevertheless, doubts about who is responsible for fulfilling the requirements of 4.3.3.6 may still arise with some participants in the carriage of dangerous goods, such as the unloader, the consignee, or the competent authorities, which in turn can still contribute to the premature activation of the pressure limiting device(s).

Question

12. UIC asks the RID Committee of Experts' standing working group to reconsider the possibility of making explicit in either Chapter 1.4 or 4.3.3.6 that it is the consignor's obligation to determine the holding time and to ensure that empty, uncleaned tank-wagons and tank-containers for the carriage of refrigerated liquefied gases must not be offered for carriage unless the pressure has been reduced to a level that ensures that the pressure relief devices will not activate during carriage. This clarification of the role of the consignor is of particular importance for rail transport, as the transport is unaccompanied.
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