



OTIF/RID/CE/GTP/2015/7

23 September 2015

Original: French

RID: 5th Session of the RID Committee of Experts' standing working group
(Zagreb, 23 to 27 November 2015)

Subject: Definitions of “full load”/“wagon load”

Proposal transmitted by the International Union of Railways (UIC)

1. UIC refers to paragraphs 33 to 35 of report OTIF/RID/CE/GTP/2014-B.
2. The term “wagon load” is used to provide clarification of a legal nature in the context of carrying out the contract of carriage, particularly in order to distinguish such transport from part-load consignments and packages when the consignment note is filled out, to delineate responsibilities in terms of loading and unloading and in terms of the different time limits and lastly, to specify the state of the load in the event of loss.
3. The CIM Uniform Rules use the term “full wagon loads” (wagons complets (FR); Wagenladung (DE)). For “full wagon loads”, the consignor is responsible for the loading and after delivery, the consignee is responsible for unloading. It is also stipulated that the consignment and transit periods for part-load consignments and “full wagon loads” are different. There is also a difference when noting anomalies. For example, when drawing up the report in case of loss or damage, there is an explicit reference to “full wagon load” when noting the extent of the damage and defining the partial loss: “part of the load of a full wagon load is missing”.
4. However, this situation does not mean that the terms used in the various modal regulations cannot be harmonised, provided that using the term “wagon load” is not called into question.
5. Complete harmonisation can in fact be achieved by keeping “full load” as a common term in RID and ADR and by pointing out in a Note to the definition of this term in RID 1.2.1 that the term “wagon load” is used in the same sense.

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Proposal

6. Make the following amendments:

(a) In 1.2.1, amend the definition of “full load” as follows (amendments are underlined):

“**Full load**” means any load originating from one *consignor* for which the use of a wagon or large container is exclusively reserved and all operations for the loading and unloading of which are carried out in conformity with the instructions of the *consignor* or of the *consignee*;

NOTE 1: The corresponding term for radioactive material is “*exclusive use*”.

2: This definition covers the term “wagon load” used in the other Appendices to COTIF and in other railway regulations.”

(b) In 1.2.1, delete the definition of “wagon load”.

~~“**Wagon load**” means the exclusive use of a wagon, whether or not the loading space of the wagon is used wholly or in part;~~

~~**NOTE :** The corresponding term for radioactive material is “exclusive use”.~~

(c) In the text of RID, replace “wagon load” by “full load” throughout, or delete “wagon load” when the term is used together with “full load”.
