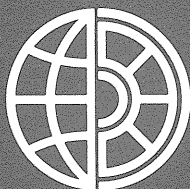


**OTIF**



**INTERGOVERNMENTAL ORGANISATION FOR  
INTERNATIONAL CARRIAGE BY RAIL**

# **Convention**

## **concerning International Carriage by Rail (COTIF)**

from 9th May, 1980

Version applicable as from 1st November, 1996

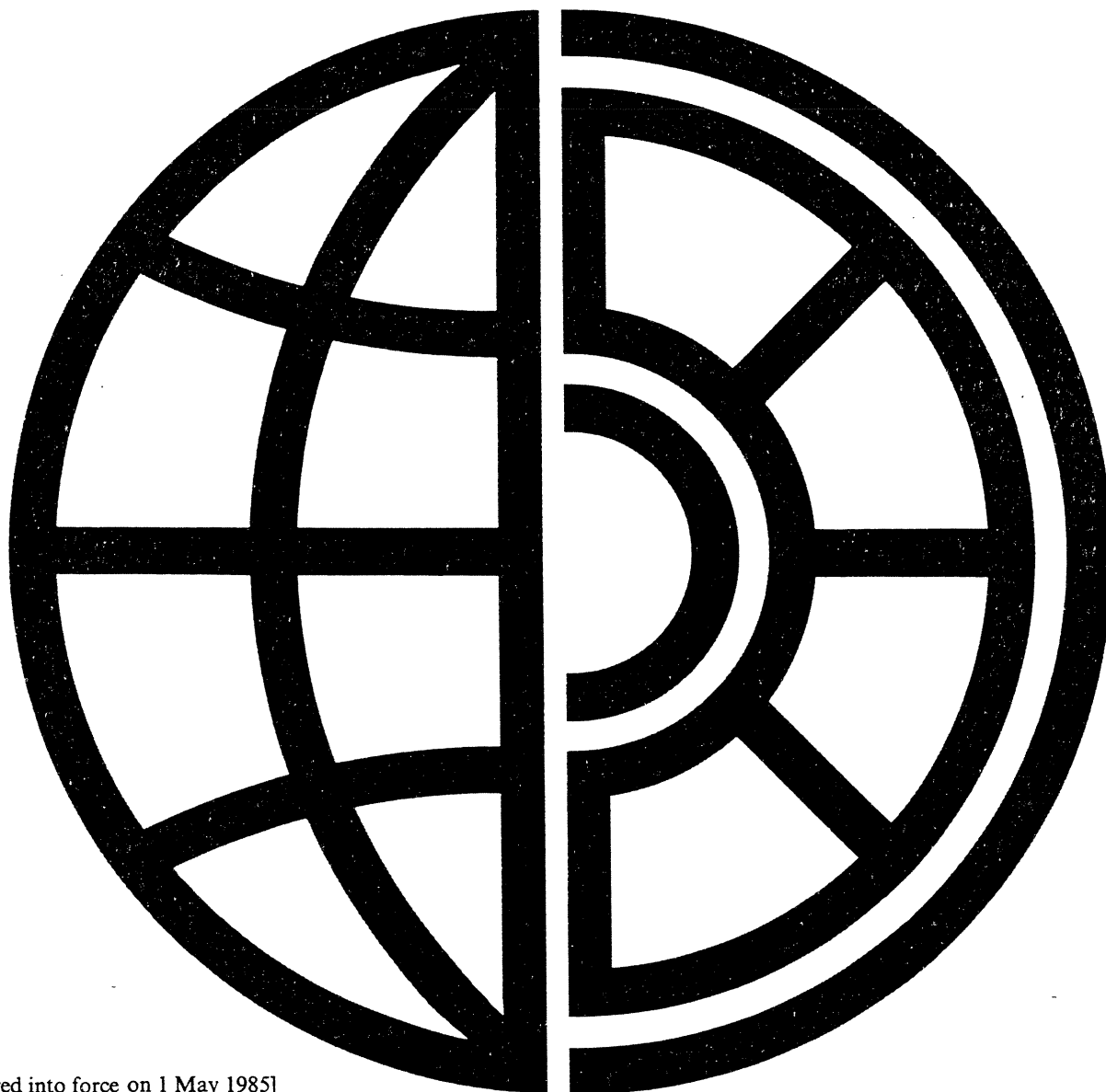
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# Consolidated Text of the Convention

concerning International Carriage by Rail  
(COTIF)

Berne, 9 May 1980

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entered into force on 1 May 1985]

Member States	COTIF		Protocol 1990	
	Ratification or accession	Entry into force	Ratification or accession	Entry into force
1. Albania	01.06.1984	01.05.1985	23.10.1991	01.11.1996
2. Algeria	28.11.1991	01.03.1992	26.03.1993	01.11.1996
3. Austria	08.03.1983	01.05.1985	07.02.1992	01.11.1996
4. Belgium	02.06.1983	01.05.1985	-	-
- Bosnia-Herzegovina	-	-	-	-
5. Bulgaria	15.07.1982	01.05.1985	17.05.1993	01.11.1996
6. Croatia	30.09.1992	01.12.1992	-	-
- Czechoslovakia	28.01.1983	01.05.1985	09.07.1992	-
7. Czech Republic	13.12.1993	01.02.1994	09.07.1992	01.11.1996
8. Denmark	18.06.1981	01.05.1985	10.12.1991	01.11.1996
9. Finland	15.08.1984	01.05.1985	02.09.1991	01.11.1996
10. France	03.09.1982	01.05.1985	08.10.1991	01.11.1996
11. Germany	27.02.1985	01.05.1985	30.04.1993	01.11.1996
12. Greece	23.09.1986	01.11.1986	-	-
13. Hungary	14.01.1982	01.05.1985	-	-
14. Iran	12.04.1985	01.10.1985	13.10.1994	01.11.1996
15. Iraq	08.11.1984	01.05.1985	-	-
16. Ireland	09.09.1986	01.11.1986	-	-
17. Italy	01.03.1985	01.05.1985	07.08.1995	01.11.1996
18. Lebanon	01.12.1983	01.05.1985	-	-
19. Liechtenstein	30.01.1985	01.05.1985	10.08.1995	01.11.1996
20. Lithuania	21.09.1995	01.11.1995	-	-
21. Luxembourg	27.07.1987	01.05.1985	02.06.1994	01.11.1996
- The former Yugoslav Republic of Macedonia	-	-	-	-
22. Monaco	06.12.1989	01.02.1990	-	-
23. Morocco	02.06.1987	01.08.1987	-	-
24. Netherlands	15.01.1982	01.05.1985	03.06.1992	01.11.1996
25. Norway	12.09.1984	01.05.1985	01.07.1992	01.11.1996
26. Poland	07.01.1985	01.05.1985	05.10.1995	01.11.1996
27. Portugal	07.07.1986	01.11.1986	-	-
28. Romania	14.06.1983	01.05.1985	21.04.1992	01.11.1996
29. Slovak Republic	24.03.1994	01.06.1994	-	-
30. Slovenia	15.12.1992	01.03.1993	-	-
31. Spain	15.01.1982	01.05.1985	23.09.1992	01.11.1996
32. Sweden	25.03.1985	01.05.1985	11.04.1994	01.11.1996
33. Switzerland	08.11.1983	01.05.1985	29.08.1995	01.11.1996
34. Syria	-	-	-	-
35. Tunisia	02.07.1984	01.05.1985	-	-
36. Turkey	20.06.1985	01.10.1985	28.06.1994	01.11.1996
37. United Kingdom	10.05.1983	01.05.1985	06.10.1994	01.11.1996
- Yugoslavia	02.08.1982	01.05.1985	-	-

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[OFFICIAL TRANSLATION]

**CONVENTION  
CONCERNING  
INTERNATIONAL CARRIAGE BY RAIL  
(COTIF)**

THE CONTRACTING PARTIES,

meeting in accordance with Article 69, § 1 of the International Convention concerning the Carriage of Goods by Rail (CIM) and of Article 64, § 1 of the International Convention concerning the Carriage of Passengers and Luggage by Rail (CIV) of 7 February 1970 and in accordance with Article 27 of the Additional Convention to the CIV of 26 February 1966 relating to the Liability of the Railway for Death of and Personal Injury to Passengers,

- convinced of the value of an international organisation
  - recognising the need to adapt the provisions of transport law to economic and technical requirements,
- have agreed as follows:

**TITLE I.**

**General Provisions**

**ARTICLE 1**

**Intergovernmental Organisation**

§ 1. The Parties to this Convention shall constitute, as Member States, the Intergovernmental Organisation for International Carriage by Rail (OTIF), hereinafter referred to as “the Organisation”.

The headquarters of the Organisation shall be at Berne.

§ 2. The Organisation shall have legal personality. It shall in particular have the capacity to enter into contracts, to acquire and dispose of movable and immovable assets and to be a party to legal proceedings.

The Organisation, members of its staff, experts called in by it and representatives of Member States shall enjoy such privileges and immunities as are necessary to discharge their duties, subject to the conditions laid down in the Protocol annexed to the Convention, of which the Protocol shall form an integral part.

Relations between the Organisation and the State in which it has its headquarters shall be regulated by a Headquarters Agreement.

§ 3. The working languages of the Organisation shall be French and German.

**ARTICLE 2**

**Aim of the Organisation**

§ 1. The principal aim of the Organisation shall be to establish a uniform system of law applicable to the carriage of passengers, luggage and goods in international through traffic by rail between Member States, and to facilitate the application and development of this system.

§ 2. The system of law provided for in § 1 may also be applied to international through traffic using in addition to services on railway lines, land and sea services and inland waterways.

Other internal carriage performed under the responsibility of the railway, complementary to carriage by rail, shall be treated as carriage performed over a line, within the meaning of the preceding sub-paragraph.

## ARTICLE 3

### CIV and CIM Uniform Rules

§ 1. Carriage in international through traffic shall be subject to:

- the “Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV)”, forming Appendix A to the Convention;
- the “Uniform Rules concerning the Contract for International Carriage of Goods by Rail (CIM)”, forming Appendix B to the Convention.

§ 2 The lines or services referred to in Article 2, § 1, and § 2, first sub-paragraph, on which such carriage is undertaken, shall be included in two lists: a list of CIV lines and a list of CIM lines.

§ 3 The undertakings responsible for the services referred to in Article 2, § 2, first sub-paragraph, and included

in the lists, shall have the same rights and obligations as those arising for railways under the CIV and CIM Uniform Rules, subject to such derogations as result from the operating conditions peculiar to each mode of transport, which shall be published in the same form as the tariffs.

Nevertheless, the rules as to liability may not be made the subject of derogations.

§ 4. The CIV and CIM Uniform Rules, including their Annexes, shall form an integral part of the Convention.

## ARTICLE 4

### Definition of the expression “Convention”

In the following texts the expression “Convention” covers the Convention itself, the Protocol referred to in Article 1, § 2, second sub-paragraph, the Additional Mandate for the Auditing of Accounts, and Appendices A and B including their Annexes, referred to in Article 3, §§ 1 and 4.

## TITLE II

### Structure and Functioning

## ARTICLE 5

### Organs

The functioning of the Organisation shall be ensured by the following organs:

- General Assembly
- Administrative Committee
- Revision Committee
- Committee of Experts for the Carriage of Dangerous Goods
- Central Office for International Carriage by Rail (OCTI)

## ARTICLE 6

### General Assembly

§ 1. The General Assembly shall be composed of representatives of the Member States.

§ 2. The General Assembly shall:

- (a) establish its rules of procedure;
- (b) determine the composition of the Administrative Committee in accordance with Article 7, § 1;
- (c) issue directives concerning the work of the Administrative Committee and the Central Office;
- (d) fix, for five-year periods, the maximum figure for the annual expenditure of the Organisation, or issue directives relating to the limitation of that expenditure;

- (e) take decisions, in accordance with Article 19, §2, on proposals to amend the Convention;
- (f) take decisions on applications for accession submitted to the General Assembly in accordance with Article 23, §2;
- (g) take decisions on other questions placed on the agenda in accordance with § 3.

§ 3. The Central Office shall convene the General Assembly once every five years or at the request of one-third of the Member States, as well as in the cases provided for in Articles 19, § 2 and 23, § 2, and shall send the draft agenda to the Member States at least three months before the opening of the session.

§ 4. There shall be a quorum in the General Assembly when a majority of the Member States are represented there.

A Member State may arrange to be represented by another Member State; no State may however represent more than two other States.

§ 5. Decisions of the General Assembly shall be taken by a majority vote of the Member States represented at the time of the vote.

However, for the purpose of § 2, (d) and (e), in the latter case where there are proposals to amend the Convention itself or the Protocol, the majority shall be two-thirds.

§ 6. With the agreement of a majority of the Member States, the Central Office shall also invite non-Member States to attend sessions of the General Assembly in an advisory capacity.

With the agreement of a majority of the Member States the Central Office shall invite international organisations concerned with transport matters or with problems which have been placed on the agenda to attend sessions of the General Assembly in an advisory capacity.

§ 7. Before sessions of the General Assembly and as directed by the Administrative Committee, the Revision Committee shall be convened for preliminary consideration of the proposals referred to in Article 19, § 2.

## ARTICLE 7

### Administrative Committee

§ 1 The Administrative Committee shall be composed of representatives of twelve Member States.

The Swiss Confederation shall have a permanent seat.

Other States shall be appointed for five years. The composition of the Committee shall be determined for each five-year period, having regard in particular to an equitable geographical distribution of seats. No Member State may sit on the Committee for more than two consecutive periods.

If a vacancy occurs, the Committee shall appoint another Member State for the remainder of the period.

Each Member State with a seat on the Committee shall appoint one delegate; it may also appoint an alternate.

§ 2. The Committee shall:

- a) establish its rules of procedure and designate by a two-thirds majority the Member State which shall assume the Chairmanship for each five-year period;
- (b) conclude the Headquarters Agreement;
- (c) make regulations to govern the organisation, and functioning of the Central Office and the conditions of service of its staff;

- (d) appoint, taking account of the ability of the candidates and an equitable geographical distribution, the Director General, Deputy Director General, Counsellors and Assistant Counsellors of the Central Office. The Central Office shall inform the Member States in good time of any vacancy which may occur in those posts; the Swiss Government shall propose candidates for the posts of Director General and Deputy Director General;

The Director General and the Deputy Director General shall be appointed for a period of five years, renewable;

- (e) exercise both administrative and financial control over the affairs of the Central Office;
- (f) ensure the correct application by the Central Office of the Convention and of decisions taken by the other organs; it shall, if necessary, recommend measures to be taken to facilitate the application of the Convention and of the decisions;
- (g) give reasoned opinions on questions which may affect the work of the Central Office and are submitted to the Committee by a Member State or by the Director General of the Central Office;
- (h) approve the Central Office's annual programme of work;
- (i) approve the annual budget of the Organisation, the annual report and the annual accounts;
- (j) send to the Member States the annual report, the annual statement of accounts as well as of its decisions and recommendations;
- (k) prepare and send to the Member States, at least two months before the opening of the session of the General Assembly which is to decide the Committee's composition, a report on its work and proposals as to how it should be reconstituted.

§ 3. Unless it decides otherwise, the Committee shall meet at the headquarters of the Organisation.

It shall hold two meetings each year; it shall also meet if the Chairman so decides or at the request of four of its Members.

The minutes of its meetings shall be sent to all Member States.

## ARTICLE 8

### Committees

§ 1 The Revision Committee and the Committee of Experts on the Carriage of Dangerous Goods, hereinafter called the "Committee of Experts", shall be composed of representatives of the Member States.

The Director General of the Central Office or his representative shall attend the meetings in an advisory capacity.

§ 2. The Revision Committee shall:

- (a) take decisions in accordance with article 19, § 3 on proposals to amend the Convention;
- (b) consider in accordance with article 6 § 7 proposals submitted to the General Assembly.

The Committee of Experts shall:

take decisions in accordance with article 19, § 4 on proposals to amend the Convention.

§ 3. The Central Office shall convene the Committees either on its own initiative or at the request of five Member States, or in the case provided for in article 6, § 7, and shall send the draft agenda to the Member States at least two months before the opening of the meeting.

§ 4. There shall be a quorum in the Revision Committee when a majority of the Member States are represented there; there shall be a quorum in the Committee of Experts when one-third of the Member States are represented there.

A Member State may arrange to be represented by another Member State; no State may however represent more than two other States.

§ 5. Each Member State represented shall have one vote; voting shall take place by show of hands or, on request, by nominal vote.

A proposal shall be adopted if the number of votes in favour is:

- (a) equal to at least one-third of the number of Member States represented at the time of the vote;
- (b) greater than the number of votes against.

§ 6. With the agreement of a majority of the Member States the Central Office shall invite non-Member States, and international organisations having competence in transport matters or with problems which have been placed on the agenda, to attend meetings of the Committees in an advisory capacity. Under the same conditions, independent experts may be invited to meetings of the Committee of Experts.

§ 7. The Committees shall elect a Chairman and one or two Deputy Chairmen for each meeting.

§ 8. The proceedings shall be conducted in the working languages. The substance of what is said during a meeting in one of the working languages shall be translated into the other; proposals and decisions shall be translated in full.

§ 9. The minutes shall summarise the proceedings. Proposals and decisions shall be reproduced in full. With regard to decisions, the French text shall prevail.

Copies of the minutes shall be distributed to Member States.

§ 10. The Committees may appoint working groups to deal with specific questions.

§ 11. The Committees may establish their own rules of procedure.

## ARTICLE 9

### Central Office

§ 1. The Central Office for International Carriage by Rail shall provide the Secretariat of the Organisation.

§ 2. The Central Office shall, in particular,

- (a) carry out the duties entrusted to it by the other organs of the Organisation;
- (b) examine proposals to amend the Convention, if necessary with the assistance of experts;
- (c) convene the Committees;
- (d) send to Member States, in due time, the documents necessary for the meetings of the various organs;
- (e) maintain and publish the lists of lines provided for in article 3, § 2;
- (f) receive communications from the Member States and from transport undertakings, and communicate them, where appropriate, to the other Member States and other transport undertakings;
- (g) maintain and publish a card-index of legal precedents;
- (h) publish a periodical bulletin;
- (i) represent the Organisation in relations with other international organisations competent to deal with questions relevant to the aims of the Organisation;
- (j) draw up the Organisation's draft annual budget and submit it to the Administrative Committee for approval;
- (k) manage the financial affairs of the Organisation within the limits of the approved budget;
- (l) endeavour, at the request of a Member State or transport undertaking, by using its good offices, to settle disputes between such States or undertakings arising from the interpretation or application of the Convention;

- (m) give, at the request of the parties concerned—Member States, transport undertakings or users—an opinion on disputes arising from the interpretation or application of the Convention;
- (n) collaborate in the settlement of disputes by arbitration in accordance with Title III;
- (o) facilitate, as between transport undertakings, financial relations arising from international traffic and the recovery of outstanding debts.

§ 3. The periodical bulletin shall contain the information necessary for the application of the Convention, as well as studies, judgments and important information for the interpretation, application and development of railway transport law; it shall be published in the working languages.

## ARTICLE 10

### List of lines or services

§ 1. Member States shall send to the Central Office notifications concerning the inclusion of lines or services in or deletion of lines or services from the lists provided for in Article 3, § 2.

In so far as they link Member States, the lines or services referred to in Article 2, § 2 shall only be included in the lists with the agreement of those States; for the deletion of such a line or service, notification by one of those States shall suffice.

The Central Office shall notify all the Member States of the inclusion or deletion of any line or service.

§ 2. A line or service shall become subject to the Convention one month after the date of notification of its inclusion.

§ 3. A line or service shall cease to be subject to the Convention one month after the date of notification of its deletion, except for traffic already in transit, which shall be carried to its destination.

## ARTICLE 11

### Finances

§ 1. The expenditure of the Organisation shall be fixed for each financial year by the Administrative Committee on the basis of a proposal by the Central Office.

The expenditure of the Organisation shall be financed by the Member States in proportion to the length of the lines listed. However, services on sea routes and inland waterways shall count only in respect of one-half of the length of their routes; in the case of other lines or services operated under special conditions, the contribution may be reduced by up to one-half by agreement between the Government concerned and the Central Office, subject to the approval of the Administrative Committee.

§ 2. When sending its annual report and statement of accounts to the Member States, the Central Office shall invite them to pay their contributions towards the expenditure of the past financial year as soon as possible and not later than 31 December of the year in which the documents are sent out.

After that date, the amounts due shall bear interest at the rate of five per cent per annum.

If, two years after that date, a Member State has not paid its contribution, its right to vote shall be suspended until it has fulfilled its obligation to pay.

On expiry of a further period of two years, the General Assembly shall consider whether the attitude of that State should be regarded as a tacit denunciation of the Convention and, where necessary, shall determine the effective date thereof.

§ 3. Contributions that have fallen due shall remain payable in the cases of denunciation referred to in § 2 and in Article 25, and in cases of suspension of the right to vote.

§ 4. Sums not recovered shall as far as possible be made good out of the resources of the Organisation; they may be spread over four financial years. Any remaining deficit shall be debited in a special account to the other Member States, in so far as they were parties to the Convention during the period of non-payment; the debit shall be proportional to the length of their lines listed on the date on which the special account is opened.

§ 5. A State which has denounced the Convention may become a Member State again by accession, provided that it has paid the sum due.

§ 6. A charge shall be made by the Organisation to cover the special expenses arising from activities provided for in Article 9, § 2, (l) to (n); in the cases provided for in Article 9, § 2, (l) and (m), the charge shall be determined by the Administrative Committee on the basis of a proposal by the Central Office; in the case provided for in Article 9, § 2 (n), Article 15, § 2 shall apply.

§ 7 The auditing of accounts shall be carried out by the Swiss Government, according to the rules laid down in the Additional Mandate annexed to the Convention itself and, subject to any special directives of the Administrative Committee, in conformity with the provisions of the Financial and Accounting Regulations of the Organisation.

### **TITLE III**

#### **Arbitration**

#### **ARTICLE 12**

##### **Competence**

§ 1. Disputes between Member States arising from the interpretation or application of the Convention, as well as disputes between Member States and the Organisation arising from the interpretation or application of the Protocol on privileges and immunities may, at the request of one of the parties, be referred to an Arbitration Tribunal. The parties shall freely determine the composition of the Arbitration Tribunal and the arbitration procedure.

§ 2. Disputes

- (a) between transport undertakings,
- (b) between transport undertakings and users,
- (c) between users,

arising from the application of the CIV Uniform Rules and the CIM Uniform Rules, if not settled amicably or brought before the ordinary tribunals may, by agreement between the parties concerned, be referred to an Arbitration Tribunal. Articles 13 to 16 shall apply to the composition of the Arbitration Tribunal and the arbitration procedure.

§ 3. Any State may, on signing the Convention or depositing its instrument of ratification, acceptance, approval or accession reserve the right not to apply all or part of the provisions of § 1 and § 2.

§ 4. Any State which has made a reservation in pursuance of § 3 may withdraw it at any time by informing the depositary Government. The withdrawal of the reservation shall take effect one month after the date on which the depositary Government notifies it to the States.

#### **ARTICLE 13**

##### **Agreement to refer to arbitration. Registry**

The Parties shall conclude an agreement to refer to arbitration, which shall, in particular, specify:

- (a) the subject matter of the dispute;
- (b) the composition of the Tribunal and the agreed period for nomination of the arbitrator or arbitrators;
- (c) the place where it is agreed that the Tribunal is to sit.

The agreement to refer to arbitration must be communicated to the Central Office which shall act as Registry.

## ARTICLE 14

### Arbitrators

§ 1. A panel of arbitrators shall be established and kept up to date by the Central Office. Each Member State may nominate to the panel of arbitrators two of its nationals who are specialists in international transport law.

§ 2. The Arbitration Tribunal shall be composed of one, three or five arbitrators in accordance with the agreement to refer to arbitration.

The arbitrators shall be selected from persons who are on the panel referred to in § 1. Nevertheless, if the agreement to refer to arbitration provides for five arbitrators, each of the parties may select one arbitrator who is not on the panel.

If the agreement to refer to arbitration provides for a sole arbitrator, he shall be selected by mutual agreement between the parties.

If the agreement to refer to arbitration provides for three or five arbitrators, each party shall select one or two arbitrators as the case may be; these, by mutual agreement, shall appoint the third or fifth arbitrator, who shall be President of the Arbitration Tribunal.

If the parties cannot agree on the selection of a sole arbitrator, or the selected arbitrators cannot agree on the appointment of a third or fifth arbitrator, the appointment shall be made by the Director-General of the Central Office.

§ 3. The sole arbitrator, or the third or fifth arbitrator, must be of a nationality other than that of either party, unless both are of the same nationality.

The intervention of a third party in the dispute shall not affect the composition of the Arbitration Tribunal.

## ARTICLE 15

### Procedure. Costs

§ 1. The Arbitration Tribunal shall decide the procedure to be followed having regard in particular to the following provisions:

- (a) it shall enquire into and determine cases on the basis of the evidence submitted by the parties, but will not be bound by their interpretations when it is called upon to decide a question of law;
- (b) it may not award more than the claimant has claimed, nor anything of a different nature, nor may it award less than the defendant has acknowledged as due;
- (c) the arbitration award, setting forth the reasons for the decision, shall be drawn up by the Arbitration Tribunal and notified to the parties by the Central Office;
- (d) save where the mandatory provisions of the law of the place where the Arbitration Tribunal is sitting otherwise provide and subject to contrary agreement by the parties, the arbitration award shall be final.

§ 2. The fees of the arbitrators shall be determined by the Director-General of the Central Office.

The Tribunal shall determine in its award the amount of costs and expenses and shall decide how they and the fees of the arbitrators are to be apportioned between the parties.

## ARTICLE 16

### Limitation. Enforcement

§ 1. The commencement of arbitration proceedings shall have the same effect, as regards the interruption of periods of limitation, as that attributed by the applicable provisions of substantive law to the institution of an action in the ordinary courts.

§ 2. The Arbitration Tribunal's award in relation to transport undertakings or users becomes enforceable in each of the Member States on completion of the formalities required in the State where enforcement is to take place. The merits of the case shall not be subject to review.



## **TITLE IV**

### **Miscellaneous Provisions**

#### **ARTICLE 17**

##### **Recovery of debts outstanding between transport undertakings**

- § 1. Outstanding accounts in respect of transport operations subject to the Uniform Rules may be forwarded to the Central Office by the creditor transport undertaking for assistance in securing payment; to that end the Central Office shall formally call upon the debtor transport undertaking to pay the sum due or state the reasons for its refusal to pay.
- § 2. If the Central Office considers that the grounds for refusal are adequate, it shall advise the parties to have recourse either to the competent court or to the Arbitration Tribunal in accordance with Article 12, § 2.
- § 3. If the Central Office considers that the whole or part of the sum is properly due it may, after taking expert advice where appropriate, call upon the debtor transport undertaking to pay the whole or part of the debt to the Central Office; the sum so paid shall be retained until the competent court or the Arbitration Tribunal has given a final decision on the merits of the case.
- § 4. If within a fortnight the undertaking does not pay the sum fixed by the Central Office, the latter shall send a further formal notice and draw attention to the consequences of non-compliance.
- § 5. If no payment is received within two months after such further notice, the Central Office shall notify the Member State having jurisdiction over the undertaking, of the action taken and of the grounds therefor, inviting that Member State to take further action and in particular to consider whether the lines or services of that undertaking should remain on the list.
- § 6. If the Member State declares that, notwithstanding the failure to pay, it wishes the undertaking's lines or services to remain on the lists, or if it fails to reply to the Central Office communication within a period of six weeks, it shall be deemed to guarantee the settlement of all debts arising from transport operations subject to the Uniform Rules.

#### **ARTICLE 18**

##### **Judgments. Attachment. Security for costs.**

§ 1. Judgments pronounced by the competent court under the provisions of the Convention after trial or by default shall, when they have become enforceable under the law applied by that court, become enforceable in each of the other Member States on completion of the formalities required in the State where enforcement is to take place. The merits of the case shall not be subject to review.

This provision shall apply neither to judgments which are provisionally enforceable, nor to awards of damages in addition to costs against a plaintiff who fails in his action.

The first subparagraph shall apply equally to judicial settlements.

§ 2. Debts arising from a transport operation subject to the Uniform Rules, owed to one transport undertaking by another transport undertaking not under the jurisdiction of the same Member State, may only be attached under a judgment given by the judicial authority of the Member State which has jurisdiction over the undertaking entitled to payment of the debt sought to be attached.

§ 3. Rolling stock belonging to a railway, as well as all transport equipment belonging to that railway, such as containers, loading tackle and sheets may not be seized on any territory other than that of the Member State having jurisdiction over the owner railway, except under a judgment given by the judicial authority of that State.

Private owners' wagons, as well as all transport equipment contained in such wagons and belonging to the owner of the wagon, may not be seized on any territory other than that of the State in which the owner is domiciled, except under a judgment given by the judicial authority of that State.

§4. Security for costs shall not be required in proceedings founded on the provisions of the Convention.

## TITLE V

### Amendment of the Convention

#### ARTICLE 19

##### Competence

§1. Member States shall send their proposals for amending the Convention to the Central Office, which shall immediately bring them to the notice of the other Member States.

§2. The General Assembly shall take decisions on proposals to amend provisions of the Convention not referred to in §§3 and 4.

The inclusion of a proposal for an amendment on the agenda for a session of the General Assembly must be supported by one-third of the Member States.

When seized of a proposal for an amendment the General Assembly may decide, by the majority required under article 6, §5, that such proposal is closely linked with one or more provisions the amendment of which is within the competence of the Revision Committee in accordance with §3. In that case the General Assembly is also empowered to take decisions on the amendment of such provision or provisions.

§3. Subject to decisions taken by the General Assembly in accordance with §2, subparagraph 3, the Revision Committee shall take decisions on proposals to amend the provisions listed below:

a) *Additional Mandate for the Auditing of Accounts;*"

(b) *CIV Uniform Rules:*

- Articles 1, §3, 4, §2; 5 (except §2), 6, 9 to 14, 15 (except §6), 16 to 21, 22, §3; 23 to 25, 37, 43 (except §2 and §4), 48, 49, 56 to 58 and 61;
- the amounts expressed in units of account in Articles 30, 31, 38, 40 and 41, where the purpose of the amendment is to increase those amounts;

(c) *CIM Uniform Rules:*

- Articles 1, §2; 3 §§2 to 5; 4, 5, 6 (except §3), 7, 8, 11 to 13, 14 (except §7), 15 to 17, 19 (except §4), 20 (except §3), 21 to 24, 25 (except §3), 26 (except §2), 27, 28 §§3 and 6; 29, 30 (except §3), 31, 32 (except §3), 33 (except §5), 34, 38, 39, 41, 45, 46, 47 (except §3), 48 (only in so far as it is a question of adaptation to international maritime transport law), 52, 53, 59 to 61, 64 and 65;
- the amount expressed in units of account in Article 40, where the purpose of the amendment is to increase that amount;
- Regulations concerning the International Haulage of Private Owners' Wagons by Rail (RIP), Annex II;
- Regulations concerning the International Carriage of Containers by Rail (RiCo), Annex III;
- Regulations concerning the International Carriage of Express Parcels by Rail (RIEx), Annex IV.

§4. The Committee of Experts shall take decisions on proposals to amend the provisions of the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), Annex I to the CIM Uniform Rules.

## ARTICLE 20

### **Decisions of the General Assembly**

§ 1. Amendments decided upon by the General Assembly shall be recorded in a Protocol signed by the representatives of the Member States. The Protocol shall be subject to ratification, acceptance or approval; instruments of ratification, acceptance or approval shall be deposited as soon as possible with the depositary Government.

§ 2. When the Protocol has been ratified, accepted or approved by more than two-thirds of the Member States, the decisions shall come into force on the expiry of a period of time determined by the General Assembly.

§ 3. As soon as the decisions enter into force, the application of the CIV and CIM Uniform Rules shall be suspended in respect of traffic with and between those Member States which, one month before the date fixed for such entry into force, have not yet deposited their instruments of ratification, acceptance or approval. Such suspension shall be notified to Member States by the Central Office; it shall end one month after the date of notification by the Central Office of the ratification, acceptance or approval of the said decisions by the States concerned.

Such suspension shall not apply to Member States which notify the Central Office that, without having deposited their instruments of ratification, acceptance or approval, they will apply the amendments decided upon by the General Assembly.

## ARTICLE 21

### **Decisions of the Committees**

§ 1. Amendments decided upon by the Committees shall be notified to the Member States by the Central Office.

§ 2. Such decisions shall come into force for all Member States on the first day of the twelfth month following the month in which the Central Office notifies them to the Member States, unless one-third of the Member States have objected within four months from the date of such notification.

However, if a Member State lodges objections to a decision of the Revision Committee within the period of four months and denounces the Convention not later than two months before the date fixed for the entry into force of that decision, the latter shall only come into force at the time when the denunciation by the State concerned takes effect.

## TITLE VI

### **Final Provisions**

## ARTICLE 22

### **Signature, ratification, acceptance and approval of the Convention**

§ 1. The Convention shall remain open at Berne, with the Swiss Government, until 31 December 1980, for signature by the States which have been invited to the 8th Ordinary Revision Conference for the CIM and CIV Conventions.

§ 2. The Convention shall be subject to ratification, acceptance or approval; instruments of ratification, acceptance or approval shall be deposited with the Swiss Government, the Depositary Government.

## ARTICLE 23

### Accession to the Convention

§ 1. Those States which have been invited to the 8th Ordinary Revision Conference for the CIM and CIV Conventions but have not signed the new Convention within the period specified in Article 22, § 1, may nevertheless signify their accession to the Convention before it comes into force. The instrument of accession shall be deposited with the Depositary Government.

§ 2. Any State wishing to accede to this Convention after it comes into force shall address its application to the Depositary Government together with a note on the situation of its rail transport undertakings from the standpoint of international traffic. The Depositary Government shall communicate them to the Member States and to the Central Office.

The application shall be deemed to be accepted six months after the aforesaid communication, unless five Member States lodge objections with the Depositary Government. The Depositary Government shall inform the applicant State as well as the Member States and the Central Office accordingly. The new Member State shall comply with the provisions of Article 10 without delay.

In the event of an objection, the Depositary Government shall submit the application for accession to the General Assembly for decision.

Following the deposit of the instrument of accession, this shall take effect on the first day of the second month following the month during which the Central Office has notified the Member States of the list of lines and services of the new Member State.

§ 3. Any accession to the Convention may only relate to the Convention and amendments in force at that time.

## ARTICLE 24

### Entry into force of the Convention

§ 1. When the instruments of ratification, acceptance, approval or accession have been deposited by fifteen States, the Depositary Government shall contact the Governments concerned with a view to reaching agreement on the entry into force of the Convention.

§ 2. The entry into force of the Convention shall have the effect of abrogating the International Conventions concerning the Carriage of Goods by Rail (CIM) and the Carriage of Passengers and Luggage by Rail (CIV) of 7 February 1970 as well as the Additional Convention to the CIV relating to the Liability of the Railway for Death of and Personal Injury to Passengers of 26 February 1966.

## ARTICLE 25

### Denunciation of the Convention

Any State which wishes to denounce the Convention shall inform the Depositary Government. The denunciation shall take effect on 31 December of the following year.

## ARTICLE 26

### Functions of the Depositary Government

The Depositary Government shall inform the States which have been invited to the 8th Ordinary Revision Conference for the CIM and CIV Conventions, any other States which have acceded to the Convention, and the Central Office:

- (a) of signatures to the Convention, of the deposit of instruments of ratification, acceptance, approval or accession and of notifications of denunciation;
- (b) of the date on which the Convention is to enter into force pursuant to Article 24;
- (c) of the deposit of instruments of ratification, acceptance or approval of the protocols referred to in Article 20.

## ARTICLE 27

### **Reservations to the Convention**

Reservations to the Convention may only be made if there is provision for them in the Convention.

## ARTICLE 28

### **Texts of the Convention**

The Convention shall be concluded and signed in the French language.

The French text shall be accompanied by official translations in German, English, Arabic, Italian and Dutch.

The French text alone shall prevail.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Convention.

DONE at Berne, this ninth day of May one thousand nine hundred and eighty, in a single original in the French language, which shall remain deposited in the archives of the Swiss Confederation. A certified copy shall be sent to each of the Member States.

*[For Signatures and Ratifications see page 38.]*

## DECLARATIONS AND RESERVATIONS

### ALBANIA

On acceding to the Convention the Government of the People's Socialist Republic of Albania made the following declarations:

[Translation]

“ La République populaire socialiste d'Albanie déclare que, pour saisir l'arbitrage d'un différend, il est nécessaire, dans chaque cas particulier, l'accord de toutes les parties au différend.

- (a) Les lignes ferroviaires de la République populaire socialiste d'Albanie sont ouvertes seulement pour le trafic international des marchandises;
- (b) L'adhésion de la République populaire socialiste d'Albanie sera effective après la liaison des chemins de fer albanais avec le réseau ferroviaire international.”

[Unofficial translation]

The People's Socialist Republic of Albania declares that, when submitting a dispute to arbitration, it is necessary to have the agreement of all parties to the dispute for each individual case.

- (a) The railways of the People's Socialist Republic of Albania are only open for the international carriage of goods;
- (b) The accession of the People's Socialist Republic of Albania will become effective after the Albanian railways have been linked to the international railway network.

### AUSTRIA

On ratifying the Convention the Government of the Republic of Austria made the following reservation:

“ La République d'Autriche se réserve le droit, conformément au paragraphe 1 de l'article 3 de l'annexe A à la Convention, de ne pas appliquer les dispositions concernant la responsabilité civile des chemins de fer en cas de mort ou blessures de voyageurs, lorsque l'accident est survenu sur son territoire et le voyageur est ressortissant autrichien ou séjourne en Autriche de façon habituelle.”

[Unofficial translation]

The Republic of Austria reserves the right, in accordance with Article 3(1) of Annex A to the Convention, not to apply the provisions regarding the civil liability of railways in the case of death of or personal injury to passengers where the accident occurs in its territory and the passenger is an Austrian national or is normally resident in Austria.

### BULGARIA

On ratifying the Convention the Government of the People's Republic of Bulgaria made the following reservations:

“ En conformité avec les dispositions de l'art. 12§3 de la Convention, la République Populaire de Bulgarie n'appliquera pas les dispositions de l'art. 12§1.”

En conformité avec les dispositions de l'art. 3§1 des Règles uniformes concernant le contrat de transport international ferroviaire des voyageurs et des bagages, la République Populaire de Bulgarie se réserve le droit de ne pas appliquer aux voyageurs victimes d'accidents survenus sur son territoire l'ensemble des dispositions relatives à la responsabilité du chemin de fer en cas de mort ou de blessures de voyageurs, lorsque ceux-ci sont des ressortissants bulgares ou des personnes ayant leur résidence habituelle en République Populaire de Bulgarie.”

[Unofficial translation]

In accordance with Article 12(3) of the Convention, the People's Republic of Bulgaria will not apply the provisions of Article 12(1) thereof.

In accordance with Article 3(1) of the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail, the People's Republic of Bulgaria reserves the right not to apply to passengers involved in accidents occurring in its territory the whole of the provisions concerning the liability of the railway in the case of death of or personal injury to passengers when such passengers are Bulgarian nationals or have their usual place of residence in the People's Republic of Bulgaria.

## CZECHOSLOVAKIA

On signing the Convention the Government of the Czechoslovak Socialist Republic made the following reservations:

“Conformément à l'article 12, § 3 de la Convention relative aux transports internationaux ferroviaires (COTIF), conclue le 9 mai 1980 à Berne, le République Socialiste Tchèqueoslovaque n'appliquera pas son article 12, § 1 et, conformément à l'article 3, § 1 de l'Appendice A—Règles uniformes de la CIV, elle n'appliquera pas aux voyageurs victimes d'accidents survenus sur son territoire l'ensemble des dispositions concernant la responsabilité de chemin de fer en cas de mort et de blessures de voyageurs, lorsque ceux-ci sont des ressortissants de la République Socialiste Tchèqueoslovaque et des personnes ayant leur résidence permanente en République Socialiste Tchèqueoslovaque.”

[Unofficial translation]

The Czechoslovak Socialist Republic, in accordance with Article 12, § 3 of the Convention concerning International Carriage by Rail (COTIF), concluded at Berne on 9 May 1980, will not apply Article 12, § 1 thereof and, in accordance with Article 3, § 1 of Appendix A—CIV Uniform Regulations, will not apply to passengers involved in accidents occurring in its territory the whole of the provision concerning the liability of the railway in case of death or of personal injury to passengers, when such passengers are nationals of the Czechoslovak Socialist Republic or have their usual place of residence in the Czechoslovak Socialist Republic.

## DENMARK

On ratifying the Convention the Government of the Kingdom of Denmark made the following reservation:

“Le Danemark se réserve, en vertu des termes de l'article 3 des Règles uniformes concernant le contrat de transport international ferroviaire des voyageurs et des bagages (CIV), le droit de ne pas appliquer ladite convention aux voyageurs victimes d'accidents survenus sur le territoire danois, lorsque ceux-ci sont citoyens danois ou des personnes ayant leur résidence habituelle au Danemark.”

[Unofficial translation]

Denmark reserves the right, under the terms of Article 3 of the Uniform Rules concerning contracts for international carriage of passengers and luggage by rail (CIV), not to apply that Convention to passengers involved in accidents occurring in Danish territory, where the former are Danish citizens or persons normally resident in Denmark.

## FINLAND

On ratifying the Convention the Government of Finland made the following reservation:

“Conformément à l'article 3 de l'Appendice A de la Convention (Règles Uniformes concernant le contrat de transport international ferroviaire de voyageurs et de bagages, CIV), la Finlande se réserve de droit de ne pas appliquer aux voyageurs victimes d'accidents survenus sur son territoire l'ensemble des dispositions relatives à la responsabilité du chemin de fer en cas de mort et de blessures de voyageurs, lorsque ceux-ci sont ses ressortissants ou des personnes ayant leur résidence habituelle en Finlande.”

[Unofficial translation]

In accordance with Article 3 of Appendix A to the Convention (Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail, CIV), Finland reserves the right not to apply to passengers involved in accidents occurring in its territory the whole of the provisions concerning the liability of the railway in case of death of, or personal injury to, passengers, when such passengers are Finnish nationals or have their usual place of residence in Finland.

## GERMAN DEMOCRATIC REPUBLIC

On ratifying the Convention the Government of the German Democratic Republic made the following reservations:

“Die Deutsche Demokratische Republik erklärt in Uebereinstimmung mit Artikel 12 § 3 des Uebereinkommens über den internationalen Eisenbahnverkehr (COTIF) vom 9 Mai 1980, dass sie sich durch Artikel 12 § 1 des Uebereinkommens bezüglich der Beilegung von Streitigkeiten zwischen den Mitgliedstaaten der Zwischenstaatlichen Organisation für den internationalen Eisenbahnverkehr (OTIF) durch eine schiedsgerichtliche Entscheidung nicht als gebunden betrachtet.”

“Die Deutsche Demokratische Republik erklärt in Uebereinstimmung mit Artikel 3 § 1 des Anhangs A zum Uebereinkommen über den internationalen Eisenbahnverkehr (COTIF) vom 9 Mai 1980, dass sie die Bestimmungen des Anhangs A zum Uebereinkommen über den internationalen Eisenbahnverkehr (COTIF) vom 9 Mai 1980 über die Haftung der Unfall auf dem Territorium der Deutschen Demokratischen Republik ereignet und der betroffene Reisende Bürger der Deutschen Demokratischen Republik ist oder in der Deutschen Demokratischen Republik seinen gewöhnlichen Aufenthalt hat.”

[Unofficial translation]

In accordance with the third paragraph of Article 12 of the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, the German Democratic Republic states that it does not consider itself bound by the first paragraph of Article 12 of that Convention, which concerns the settlement of disputes between Member States of the Intergovernmental Organisation for International Carriage by Rail (OTIF) by a decision of the Arbitration Tribunal.

In accordance with the first paragraph of Article 3 of Appendix A to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, the German Democratic Republic states that it will not apply the provisions of Appendix A to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, on the liability of the railway in case of death or of personal injury to passengers, if the accident occurs in the territory of the German Democratic Republic and the passenger concerned is a citizen of the German Democratic Republic or is normally resident in that country.

#### IRAN

On ratifying the Convention the Government of the Islamic Republic of Iran made the following reservation:

“La République islamique d’Iran se réserve le droit, conformément au paragraphe 1 de l’article 3 de l’annexe A à la Convention, de ne pas appliquer les dispositions concernant la responsabilité civile des chemins de fer en cas de mort ou blessures de voyageurs, lorsque l’accident est survenu sur son territoire et le voyageur est ressortissant iranien ou séjourne en Iran de façon habituelle.”

[Unofficial translation]

The Islamic Republic of Iran reserves the right, in accordance with Article 3(1) of Annex A to the Convention, not to apply the provisions on civil liability of railways in the case of death of, or personal injury to, passengers, when the accident occurs in its territory and the passenger is an Iranian national or is habitually resident in Iran.

#### IRAQ

On ratifying the Convention the Government of the Republic of Iraq made the following reservations:

[Unofficial translation]

The Republic of Iraq is not to be considered bound by the text of paragraph 1 Article 12 of the Convention, which provides that any dispute between the contracting parties about the interpretation or application of this Convention can be referred to a court of arbitration on the request of one of the parties, since disputes of this nature can only be subjected to arbitration with the agreement of all the parties to the dispute on each occasion separately, and this in application of paragraph 3 of Article 12 of the Convention.

There shall not be applied all the provisions of the Convention concerning the responsibility of the railways in the case of the death of or injury to passengers in the case of citizens of the Republic of Iraq and citizens of other states customarily resident in Iraq if they are victims of accidents occurring within Iraqi territory.

The ratification of the Republic of Iraq does not signify in any manner recognition of what is called “Israel” and does not lead to the entry of Iraq into dealings with it on matters contained in the Convention and the Protocol.

#### POLAND

On ratifying the Convention the Government of the Polish People’s Republic made the following declarations:

~~“1. La République Populaire de Pologne déclare, en vertu de l’article 12 § 3 de la Convention, qu’elle n’appliquera pas des dispositions contenues dans §§ 1 et 2 dudit article.~~

2. La République Populaire de Pologne déclare, en vertu de l’article 3 § 1 des règles uniformes CIV, qu’elle n’appliquera pas l’ensemble des dispositions relatives à la responsabilité du chemin de fer en cas de mort et de blessures de voyageurs, lorsque l’accident aurait lieu sur le territoire de la République Populaire de Pologne et le voyageur est le ressortissant polonais ou la personne ayant sa résidence habituelle dans la Pologne.”



[Unofficial translation]

~~1. The Polish People's Republic declares, pursuant to Article 12(3) of the Convention, that it will not apply the provisions of paragraphs 1 and 2 of that Article.~~

2. The People's Republic of Poland declares, pursuant to Article 3(1) of the CIV Uniform Rules, that it will not apply the whole of the provisions concerning the civil liability of the railway in case of death of, or personal injury to, passengers when the accident occurs in the territory of the People's Republic of Poland and the passenger is a Polish national or has his usual place of residence in Poland.

## ROMANIA

The Government of the Socialist Republic of Romania signed the Convention:

“En faisant la réserve prévue à l'article 12, paragraphe 3, de la COTIF et celle prévue à l'article 3, paragraphe 1, des Règles uniformes CIV.”

[Unofficial translation]

. . . making the reservations for which provision is made in Article 12, paragraph 3 of the COTIF and in Article 3, paragraph 1 of the CIV Uniform Regulations.

On ratifying the Convention the Government of the Socialist Republic of Romania made the following declarations:

“(a) La République Socialiste de Roumanie déclare qu'elle ne se considère pas liée par les dispositions de l'article 12, 1<sup>er</sup> paragraphe, de la Convention, selon lesquelles tout différend entre les parties contractantes concernant l'interprétation ou l'application de cette Convention pourrait être soumis au règlement par arbitrage sur le demande de l'une des parties.

La République Socialiste de Roumanie estime que de pareils différends ne pourraient être soumis à l'arbitrage qu'avec l'accord de toutes les parties en litige, pour chaque cas séparément.

(b) La République Socialiste de Roumanie déclare qu'elle ne se considère pas liée par les dispositions des Règles uniformes concernant le contrat de transport international ferroviaire des voyageurs et des bagages se rapportant à la responsabilité du chemin de fer en cas de mort et de blessures de voyageurs victimes d'accidents survenus sur son territoire, lorsque ceus-ci sont des citoyens roumains ou des personnes ayant leur résidence habituelle en République Socialiste de Roumanie.”

[Translation]

“(a) The Socialist Republic of Romania declares that it does not deem itself bound by the provisions of Article 12(1) of the Convention, which state that any dispute between the contracting parties concerning the interpretation or application of the Convention may be referred for settlement by arbitration at the request of one of the parties.

The Socialist Republic of Romania considers that such disputes may be referred to arbitration only with the agreement, in each individual case, of all the parties to the dispute.

(b) The Socialist Republic of Romania declares that it does not deem itself bound by provisions of those of the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail which relate to the liability of the railway in case of death of or personal injury to passengers involved in accidents occurring in its territory, where such passengers are Romanian citizens or have their usual place of residence in the Socialist Republic of Romania.”

## SWEDEN

On ratifying the Convention the Government of Sweden made the following declaration:

“La Suède déclare, en vertu de l'article 3 § 1 des règles uniformes CIV, qu'elle n'appliquera pas l'ensemble des dispositions relatives à la responsabilité du chemin de fer en cas de mort et de blessures de voyageurs, lorsque l'accident aurait lieu sur son territoire et les voyageurs sont ses ressortissants ou des personnes ayant leur résidence habituelle en Suède.”

[Unofficial translation]

Sweden declares, pursuant to Article 3(1) of the CIV Uniform Rules, that it will not apply the whole of the provisions concerning the liability of the railway in case of death of, or personal injury to, passengers where the accident occurs in its territory and the passengers are Swedish nationals or have their usual place of residence in Sweden.

**PROTOCOL  
ON THE PRIVILEGES AND IMMUNITIES  
ON THE INTERGOVERNMENTAL ORGANISATION  
FOR INTERNATIONAL CARRIAGE BY RAIL (OTIF)**

**ARTICLE 1**

§ 1. Within the scope of its official activities, the Organisation shall enjoy immunity from jurisdiction and execution save:

- (a) to the extent that the Organisation shall have expressly waived such immunity in a particular case;
- (b) in the case of a civil action for damages brought by a third party arising from an accident caused by a motor vehicle or other means of transport belonging to, or operated on behalf of, the Organisation, or in respect of a traffic offence involving such a means of transport;
- (c) in the case of a counter-claim directly connected with proceedings initiated by the Organisation;
- (d) in the case of attachment by court order, of the salary, wages and emoluments payable by the Organisation to a staff member.

§ 2. The property and assets of the Organisation, wherever situated, shall be immune from any form of requisition, confiscation, sequestration or any other form of seizure or distraint, except to the extent that this is rendered necessary as a temporary measure for the prevention of accidents involving motor vehicles belonging to or operated on behalf of the Organisation, or by enquiries in connection with such accidents.

However, if expropriation is necessary in the public interest, all the appropriate steps must be taken to avoid interference in the exercise by the Organisation of its activities and adequate prompt compensation must be paid in advance.

§ 3. In respect of the exercise of its official activities, the Organisation and its property and income shall be exempted from direct taxes by each Member State. Where purchase or services of substantial value and strictly necessary for the exercise of the official activities of the Organisation are made or used by the Organisation and where the price of such purchases or services includes taxes or duties, appropriate measures shall, whenever possible, be taken by the Member States to grant exemption from such taxes and duties or to reimburse the amount thereof.

No exemption shall be granted in respect of taxes or charges which are no more than payment for services rendered.

Goods imported or exported by the Organisation and strictly necessary for the exercise of its official activities, shall be exempt from all duties and charges levied on import or export.

No exemption shall be granted under this Article in respect of goods purchased or imported, or services provided, for the personal benefit of the staff members of the Organisation.

§ 4. Goods acquired or imported under § 3 may not be sold or given away, nor used otherwise than in accordance with the conditions laid down by the Member States which have granted the exemptions.

§ 5. The official activities of the Organisation referred to in this Protocol are those activities which correspond to the aims defined in Article 2 of the Convention.

**ARTICLE 2**

§ 1. The Organisation may receive and hold any kind of funds, currency, cash or securities; it may dispose of them freely for any purpose provided for in the Convention and hold accounts in any currency to the extent required to meet its obligations.

§2. For its official communications and the transmission of all its documents, the Organisation shall enjoy treatment no less favourable than that accorded by each Member State to other comparable international organisations.

### ARTICLE 3

Representatives of Member States shall, while exercising their functions and during journeys made on official business, enjoy the following privileges and immunities in the territory of each Member State:

- (a) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; such immunity shall not apply, however, in the case of damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by a representative of a State, nor in the case of a traffic offence involving such a means of transport;
- (b) immunity from arrest and from detention pending trial, save when apprehended *flagrante delicto*;
- (c) immunity from seizure of their personal luggage save when apprehended *flagrante delicto*;
- (d) inviolability for all their official papers and documents;
- (e) exemption for themselves and their spouses from all measures restricting entry and from all aliens' registration formalities;
- (f) the same facilities regarding currency and exchange control as those accorded to representatives of foreign Governments on temporary official mission.

### ARTICLE 4

The staff members of the Organisation shall, while exercising their functions, enjoy the following privileges and immunities in the territory of each Member State:

- (a) immunity from jurisdiction in respect of acts, including words spoken and written, done by them in the exercise of their function, and within the limits of their prerogatives, even after they have left the service of the Organisation; such immunity shall not apply, however, in the case of damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by a staff member of the Organisation, nor in the case of a traffic offence involving such a means of transport;
- (b) inviolability for all their official papers and documents;
- (c) the same facilities as regards exemption from measures restricting immigration and governing aliens' registration as are normally accorded to staff members of international organisations; members of their families forming part of their households shall enjoy the same facilities;
- (d) exemption from national income tax, subject to the introduction for the benefit of the Organisation of an internal tax on salaries, wages and emoluments paid by the Organisation; nevertheless the Member States may take these salaries, wages and emoluments into account for the purpose of assessing the amount of tax to be charged on income from other sources; Member States shall not be obliged to apply this exemption from tax to payments, retirement pensions and survivor's pensions paid by the Organisation to its former staff members or their assigns;
- (e) in respect of exchange control, the same privileges as are normally accorded to staff members of international organisations;
- (f) in time of international crisis, the same repatriation facilities for themselves and the members of their families forming part of their households as are normally accorded to staff members of international organisations.

## ARTICLE 5

Experts upon whose services the Organisation may call shall, while exercising their functions in relation to, or undertaking missions on behalf of, the Organisation, enjoy the following privileges and immunities to the extent that these are necessary for the exercise of their functions, including during journeys made in the exercise of their functions and in the course of such missions:

- (a) immunity from jurisdiction in respect of acts, including words written and spoken, done by them in the exercise of their functions; such immunity shall not apply, however, in the case of damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by an expert, nor in the case of a traffic offence involving such a means of transport; experts shall continue to enjoy such immunity even after they have ceased to exercise their functions in relation to the Organisation;
- (b) inviolability for all their official papers and documents;
- (c) the exchange control facilities necessary for the transfer of their remuneration;
- (d) the same facilities, in respect of personal luggage, as are accorded to agents of foreign Government on temporary official mission.

## ARTICLE 6

§ 1. The privileges and immunities provided for in this Protocol are instituted solely to ensure, in all circumstances, the unimpeded functioning of the Organisation and the complete independence of the persons to whom they are accorded. The competent authorities shall waive any immunity in all cases where retaining it might impede the course of justice and where it can be waived without prejudicing the achievement of the purpose for which it was accorded.

§ 2. The competent authorities for the purposes of § 1 shall be:

- the Member States, in respect of their representatives,
- the Administrative Committee, in respect of the Director General,
- the Director General, in respect of other staff members and of experts upon whose services the Organisation may call.

## ARTICLE 7

1. Nothing in this Protocol shall call into question the right of each Member State to take every necessary precaution in the interests of its public security.

2. The Organisation shall co-operate at all times with the competent authorities of the Member States in order to facilitate the proper administration of justice, to ensure the observance of the laws and regulations of the Member States concerned and to prevent any abuse arising out of the privileges and immunities provided for in this Protocol.

## ARTICLE 8

No Member State shall be obliged to accord the privileges and immunities referred to in this Protocol under

- Article 3, excluding item (d)
- Article 4, excluding items (a), (b) and (d)
- Article 5, excluding items (a) and (b)

to its own nationals or to persons who are permanent residents of that State.

## ARTICLE 9

The Organisation may conclude with one or more Member States complementary agreements to give effect to the provisions of this Protocol as regards such Member State or Member States, and other agreements to ensure the efficient functioning of the Organisation.

*“ Additional Mandate*

for the Auditing of Accounts

1. The Auditor shall audit the accounts of the Organisation, including all the trust funds and special accounts, as he considers necessary in order to ensure:

- a) that the financial statements are in conformity with the ledgers and accounts of the Organisation;
- b) that the financial transactions which the statements account for have been carried out in conformity with the rules and regulations, budgetary provisions and other directives of the Organisation;
- c) that securities and cash held at banks or in the cash box have either been audited by reference to certificates received directly from the depositories of the Organisation, or actually counted;
- d) that the internal checks, including the internal audit of the accounts, are adequate;
- e) that all assets and liabilities as well as all surpluses and deficits have been posted according to procedures that he considers satisfactory.

2. Only the Auditor shall be competent to accept in whole or in part certificates and supporting documents furnished by the Director General. If he considers it appropriate, he may undertake an examination and detailed audit of any accounting record relating either to financial transactions or to supplies and equipment.

3. The Auditor shall have unrestricted access, at any time, to all ledgers, accounts, accounting documents and other information which he considers needful.

4. The Auditor shall not be competent to reject such and such a heading of the accounts, but he shall immediately draw to the attention of the Director General any transaction of which the regularity or appropriateness appears to him to be questionable, so that the latter may take the requisite measures.

5. The Auditor shall present and sign a certificate in respect of the financial statements with the following wording: “ I have examined the financial statements of the Organisation for the financial year which ended on 31 December. . . . . My examination consisted of a general analysis of the accounting methods and the checking of the accounting records and other evidence which appeared to me to be necessary in the circumstances.” That certificate shall indicate, according to the circumstances, that:

- a) the financial statements satisfactorily reflect the financial position at the date of expiry of the period in question as well as the results of the transactions carried out during the period which ended on that date;
- b) the financial statements have been drawn up in accordance with the accounting principles mentioned;
- c) the financial principles have been applied in accordance with procedures which accord with those adopted during the previous financial year;
- d) the financial transactions have been carried out in conformity with the rules and regulations, budgetary provisions and other directives of the Organisation.

6. In his report on the financial transactions, the Auditor shall mention:
- a) the nature and extent of the audit which he has carried out;
  - b) factors connected with the completeness or correctness of the accounts, including as appropriate:
    - 1. information necessary for the correct interpretation and assessment of the accounts;
    - 2. any sum which ought to have been collected but which has not been passed to account;
    - 3. any sum which has been the subject of a regular or conditional expenditure commitment and which has not been posted or which has not been taken into account in the financial statements;
    - 4. expenditure in support of which no sufficient vouchers have been produced;
    - 5. whether or not ledgers have been kept in good and due form. It is necessary to note cases where the material presentation of the financial statements diverges from accounting principles generally recognised and invariably applied;
  - c) other matters to which the attention of the Administrative Committee should be drawn, for example:
    - 1. cases of fraud or presumption of fraud;
    - 2. wastage or irregular use of funds or other assets of the Organisation (even when the accounts relating to the transaction carried out were in order);
    - 3. expenditure which could subsequently lead to considerable costs for the Organisation;
    - 4. any defects, general or particular, in the system of checking the receipts and expenses or the supplies and equipment;
    - 5. expenditure not in conformity with the intentions of the Administrative Committee, taking account of transfers duly authorised within the budget;
    - 6. overstepping of appropriations, taking account of changes resulting from transfers duly authorised within the budget;
    - 7. expenditure not in conformity with the authorisations which govern it;
  - d) the correctness or incorrectness of the accounts relating to supplies and equipment, established from the inventory and the examination of the ledgers.

In addition, the report may mention transactions which have been posted in the course of an earlier financial year and about which new information has been obtained or transactions which are due to be carried out in the course of a later financial year and about which it seems desirable to inform the Administrative Committee in advance.

7. The Auditor shall on no account include criticisms in his report without first affording the Director General an adequate opportunity of giving an explanation.

8. The Auditor shall inform the Administrative Committee and the Director General of the findings made as a result of the audit. He may, in addition, submit any comments that he considers appropriate about the financial report to the Director General.

9. Where the Auditor has carried out a summary audit or has been unable to obtain adequate supporting documents, he shall mention the fact in his certificate and his report, specifying the reasons for his observations as well as the consequences which result therefrom for the financial position and the posted financial transactions."

**Appendix A to the Convention concerning International Carriage  
by Rail (COTIF) of 9 May 1980**

**UNIFORM RULES  
CONCERNING THE CONTRACT FOR INTERNATIONAL  
CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)**

**TITLE I**

**General provisions**

**ARTICLE 1**

**Scope**

§ 1 Subject to the exceptions provided for in Articles 2, 3 and 33, the Uniform Rules shall apply to all carriage of passengers and luggage including motor vehicles, under international transport documents made out for a journey over the territories of at least two States and exclusively over lines or services included in the list provided for in Articles 3 and 10 of the Convention, as well as, in appropriate cases, to carriage treated as carriage over a line in accordance with Article 2, § 2, sub-paragraph 2 of the Convention.

The Uniform Rules shall also apply, as far as the liability of the railway in case of death of, or personal injury to, passengers is concerned, to persons accompanying a consignment whose carriage is effected in accordance with the Uniform Rules concerning the Contract for the International Carriage of Goods by Rail (CIM).

§ 2. The international tariffs shall determine the places between which international transport documents shall be issued.

§ 3. In the Uniform Rules, the term “station” covers: railway stations, ports used by shipping services and all other establishments of transport undertakings, open to the public for the execution of the contract of carriage.

**ARTICLE 2**

**Exceptions from scope**

§ 1. Carriage between stations of departure and destination situated in the territory of the same State, performed over the territory of another State only in transit, shall not be subject to the Uniform Rules:

- (a) if the lines or services over which the transit occurs are exclusively operated by a railway of the State of departure; or
- (b) if the States or railways concerned have agreed not to regard such carriage as international.

§ 2. Carriage between stations in two adjacent States and carriage between stations in two States involving transit through the territory of a third State shall, in cases where the lines or services over which the carriage is performed are exclusively operated by a railway of one of those three States and where there is nothing to the contrary in the laws and regulations of any of the said States, be governed by the internal traffic regulations applicable to that railway.

**ARTICLE 3**

**Reservation concerning liability in case of death of, or personal injury to, passengers**

§ 1. Each State may, at the time when it signs the Convention or deposits its instrument of ratification, acceptance, approval or accession reserve the right not to apply to passengers involved in accidents occurring in its territory the whole of the provisions concerning the liability of the railway in case of death of or personal injury to passengers, when such passengers are nationals of or have their usual place of residence in that State.

§ 2. Each State which has made the reservation mentioned above may withdraw it at any time by informing the Depositary Government. Withdrawal of the reservation shall take effect one month after the date on which the Swiss Government notifies Member States of it.

## ARTICLE 4

### Obligation to carry

§ 1. The railway shall be bound to undertake the carriage of any passengers and luggage subject to the terms of the Uniform Rules, provided that:

- (a) the passenger complies with the Uniform Rules, the supplementary provisions and the international tariffs;
- (b) carriage can be undertaken by the normal staff and transport resources which suffice to meet usual traffic requirements;
- (c) carriage is not prevented by circumstances which the railway cannot avoid and which it is not in a position to remedy.

§ 2. When the competent authority decides that a service shall be discontinued or suspended totally or partially, such measures shall, without delay, be brought to the notice of the public and of the railways; the latter shall inform the railways of the other States of the measures with a view to their publication.

§ 3. Any contravention of this Article by the railway may constitute a cause of action for compensation for the loss or damage caused.

## ARTICLE 5

### Tariffs. Private agreements

§ 1. The international tariffs shall contain all the special conditions applicable to carriage, in particular the information necessary for calculating fares and other charges and, where necessary, the conditions for conversion of currencies.

The conditions of international tariffs may not derogate from the Uniform Rules unless the latter expressly so provide.

§ 2. The international tariffs shall be applied to all users on the same conditions.

§ 3. Railways may enter into private agreements for reduced fares or charges or other concessions, provided that comparable conditions are afforded to passengers in comparable circumstances.

Reductions in fares or charges or other concessions may be granted for the purpose of the railway or public services, or for charitable, educational or instructional purposes.

Publication of the measures taken under the first and second subparagraphs shall not be compulsory.

§ 4. The publication of international tariffs shall be compulsory only in those States whose railways are parties to such tariffs as railways of departure or destination. The tariffs and amendments thereto shall come into force on the date specified when they are published. Increases in fares or charges, and any other measures that have the effect of making the conditions of carriage prescribed in such tariffs more rigorous, shall come into force six days after their publication at the earliest.

Modifications to the fares and other charges provided for in the international tariffs made in order to take account of fluctuations in rates of exchange, as well as corrections of obvious errors, shall come into force on the day after their publication.

§ 5. At every station which is open for international traffic, the passenger should be able to acquaint himself with the international tariffs or with extracts therefrom showing the prices for international tickets on sale at that station and the corresponding registered luggage charges.



## ARTICLE 6

### **Unit of account. Rate of exchange or of acceptance of foreign currency**

§ 1. The unit of account referred to in the Uniform Rules shall be the Special Drawing Right as defined by the International Monetary Fund.

The value in Special Drawing Right of the national currency of a State which is a member of the International Monetary Fund shall be calculated in accordance with the method of valuation applied by the International Monetary Fund for its own operations and transactions.

§ 2. The value in Special Drawing Right of the national currency of a State which is not a member of the International Monetary Fund shall be calculated by the method determined by that State.

The calculation must express in the national currency a real value approximating as closely as possible to that which would result from the application of § 1.

§ 3. In the case of a State which is not a member of the International Monetary Fund and whose legislation does not permit the application of § 1 or § 2 above, the unit of account referred to in the Uniform Rules shall be deemed to be equal to three gold francs.

The gold franc is defined as 10/31 of a gramme of gold of millesimal fineness 900.

The conversion of the gold franc must express in the national currency a real value approximating as closely as possible to that which would result from the application of § 1.

§ 4. Within three months after the entry into force of the Convention and each time that a change occurs in their method of calculation or in the value of their national currency in relation to the unit of account, States shall notify the Central Office of their method of calculation in accordance with § 2, or of the results of the conversion in accordance with § 3.

The Central Office shall notify the States of this information.

§ 5. The railway shall publish the rates at which:

- (a) it converts sums expressed in foreign currencies but payable in domestic currency (rates of conversion);
- (b) it accepts payment in foreign currencies (rates of acceptance).

## ARTICLE 7

### **Supplementary provisions**

§ 1. Two or more States or two or more railways may make supplementary provisions for the execution of the Uniform Rules. They may not derogate from the Uniform Rules unless the latter expressly so provide.

§ 2. The supplementary provisions shall be put into force and published in the manner required by the laws and regulations of each State. The Central Office shall be notified of the supplementary provisions and of their coming into force.

## ARTICLE 8

### **National law**

§ 1. In the absence of provisions in the Uniform Rules, supplementary provisions or international tariffs, national law shall apply.

§ 2. "National law" means the law of the State in which the person entitled asserts his rights, including the rules relating to conflict of laws.

§ 3. For the application of provisions relating to the liability of the railway in case of death of or personal injury to, passengers, national law shall be the law of the State on whose territory the accident to the passenger happened, including the rules relating to conflict of laws.

**TITLE II**  
**The Contract of Carriage**

**CHAPTER I**  
**Carriage of Passengers**

**ARTICLE 9**  
**Timetables and use of trains**

- § 1. The railways shall bring the train timetables to the notice of the public in an appropriate manner.
- § 2. The timetables or the tariffs shall indicate restrictions on the use of certain trains or of certain classes of carriage.

**ARTICLE 10**  
**Refusal to carry. Acceptance subject to conditions**

- § 1. The following persons shall not be permitted to travel or may be required to discontinue their journey:
- (a) persons in an intoxicated condition or whose behaviour is improper or who infringe the provisions in force in individual States; such persons shall not be entitled to a refund of their fares or of any registered luggage charges they may have paid;
  - (b) persons who because of sickness or other cause appear likely to inconvenience other passengers, unless a whole compartment has been reserved for them or can be put at their disposal on payment therefor. However, persons who fall ill during a journey must be carried at least as far as the nearest station where they can be given the necessary attention; their fares shall be refunded in accordance with Article 25, subject to deduction of the amounts due for the distance travelled; where appropriate, the same shall apply to registered luggage charges.
- § 2. The carriage of persons suffering from infectious or contagious diseases shall be subject to international conventions and regulations or, failing that, to the laws and regulations of each State.

**ARTICLE 11**  
**Tickets**

- § 1. Tickets issued for international carriage shall bear the initials CIV. As a transitional measure the mark  $\phi$  shall be permitted.
- § 2. The international tariffs or agreements between railways shall determine the form and content of tickets and the language and characters in which they are to be printed and made out.
- § 3. Save where the international tariffs otherwise provide, tickets must indicate:
- (a) the stations of departure and destination;
  - (b) the route; if a choice of routes or modes of transport is permitted, that facility shall be stated;
  - (c) the category of train and class of carriage;
  - (d) the fare;
  - (e) the first day of validity;
  - (f) the period of validity.
- § 4. Covers containing sectional coupons issued under an international tariff shall be deemed to be a single ticket for the purposes of the Uniform Rules.

§ 5. Save where the international tariffs otherwise provide, tickets shall be transferable if they are not made out in the passenger's name and if the journey has not begun.

§ 6. The passenger must ensure, on receipt of the ticket, that it has been made out in accordance with his instructions.

§ 7. The period of validity of tickets and breaks of journey shall be governed by the international tariffs.

## ARTICLE 12

### **Right to be carried. Passengers without valid tickets**

§ 1. The passenger shall, from the start of his journey, be in possession of a valid ticket; he shall retain it throughout the journey and, if required, produce it to railway staff responsible for inspecting tickets and give it up at the end of the journey. The international tariffs may make provision for exceptions.

§ 2. Tickets which have been altered without authority are invalid and shall be withdrawn by the railway staff responsible for inspecting tickets.

§ 3. A passenger who cannot produce a valid ticket shall pay, in addition to the fare, a surcharge calculated according to the provisions of the railway requiring such payment.

§ 4. A passenger who refuses to pay the fare or the surcharge upon demand may be required to discontinue his journey. Such a passenger shall not be entitled to collect his registered luggage at any station other than the destination station.

## ARTICLE 13

### **Reduced fares for children**

§ 1. Children under five years of age for whom separate seats are not claimed shall be carried free without a ticket.

§ 2. Children of five or more years of age but under ten years of age, and children under five for whom separate seats are claimed, shall be carried at reduced fares. These shall not exceed one-half of the fare charged for adults, save for supplements charged for the use of certain trains or certain carriages, without prejudice to the rounding-up of amounts in accordance with the provisions applied by the railway issuing the ticket.

This reduction need not be made in the case of tickets issued at a rate below that of the normal single fare.

§ 3. However, the international tariffs may provide for different age limits from those laid down in §§ 1 and 2 provided that such age limits are not less than four years of age in respect of free travel under § 1, nor less than ten years of age in respect of reduced fares under § 2.

## ARTICLE 14

### **Occupation of seats**

§ 1. The occupation, allocation and reservation of seats in trains shall be governed by the provisions applied by the railway. **For the carriage of motor vehicles, the railway may provide that the passengers shall remain in the motor vehicle during carriage.**

§ 2. In accordance with the conditions laid down by the international tariffs, the passenger may occupy a seat of a higher class or travel on a train of a higher fare category than shown on the ticket, or may alter his route.

## ARTICLE 15

### **Taking of hand luggage and animals into carriages**

§ 1. The passenger may take with him into carriages, without extra charge, articles which can be handled easily (hand luggage).

Each passenger is entitled only to the space above and below his seat for his hand luggage, or another corresponding space where the carriages are of a special type, in particular, those containing a luggage area.

§ 2. The following shall not be taken into carriages:

- (a) substances and articles which are not acceptable for carriage as luggage under Article 18 (e), save where supplementary provisions or the tariffs otherwise provide;
- (b) articles likely to annoy or inconvenience passengers or cause damage;
- (c) articles which it is forbidden by the requirements of Customs or of other administrative authorities to take into carriages;
- (d) live animals, save where the supplementary provisions or the tariffs otherwise provide.

§ 3. The international tariffs may prescribe the conditions under which articles taken into carriages contrary to §§ 1 and 2 (b) shall nevertheless be carried as hand luggage or as registered luggage.

§ 4. The railway shall have the right to satisfy itself, in the presence of the passenger, with the nature of any articles taken into carriages, when there is good reason to suspect a contravention of § 2 (a), (b) or (d). If it is not possible to identify the passenger who has taken with him the articles to be examined, the railway shall carry out the examination in the presence of two witnesses not connected with the railway.

§ 5. The passenger shall himself be responsible for the care of any articles and animals which he takes with him into the carriage, save when he cannot exercise such care because he is in a carriage of a special type referred to in § 1.

§ 6. The passenger shall be liable for all loss or damage caused by articles or animals which he has taken with him into the carriage unless he can prove that the loss or damage was caused by the fault of the railway or of a third party, or by circumstances which he could not avoid and the consequences of which he was unable to prevent.

This provision shall not affect any liability which may be incurred by the railway pursuant to Article 26.

## ARTICLE 16

### **Missed connections. Cancellation of trains**

§ 1. When a connection is missed owing to late running or when a train is cancelled for all or part of its route, and a passenger wishes to continue his journey, the railway shall convey him with his hand luggage and registered luggage, without extra charge and in so far as may be practicable, in a train proceeding towards the same destination station on the same line or by another line operated by the railways of the original route, so as to enable him to reach his destination with the least delay.

§ 2. The railway shall, where necessary, certify on the ticket that the connection has been missed or the train cancelled, extend the validity of the ticket so far as may be necessary and make it available by the new route, for a higher class or for a train of a higher fare category. Nevertheless, the tariffs or timetables may exclude the use of certain trains.

CHAPTER II  
**Carriage of Registered Luggage**

ARTICLE 17

**Acceptable articles**

§ 1. Articles appropriate for travel purposes, contained in trunks, baskets, suitcases, travelling bags and other similar receptacles, as well as the receptacles themselves, shall be accepted for carriage as registered luggage.

§ 2 The international tariffs may provide for the acceptance as registered luggage, on specified conditions, of animals and articles not mentioned in § 1, as well as of motor vehicles handed over for carriage with or without a trailer.

The conditions governing the carriage of motor vehicles shall specify in particular the conditions governing acceptance for carriage, registration, loading and carriage, the form and content of the transport document which must bear the initials CIV, the conditions governing unloading and delivery, as well as the obligations of the driver in respect of his vehicle and the loading and unloading of it.

ARTICLE 18

**Unacceptable articles**

The following shall not be accepted for carriage as registered luggage:

- (a) articles the carriage of which is prohibited in any one of the territories in which the luggage would be carried;
- (b) articles the carriage of which is a monopoly of the postal authorities in any one of the territories in which the luggage would be carried;
- (c) goods intended for sale;
- (d) bulky or excessively heavy articles;
- (e) dangerous substances or articles, in particular loaded firearms, explosive or inflammable substances or articles, oxidising, toxic, radioactive, or corrosive substances, or substances that are repugnant or likely to cause infection; the international tariffs may provide for the acceptance as registered luggage, subject to conditions, of certain of these substances and articles.

ARTICLE 19

**Registration and carriage of registered luggage**

§ 1. Save where the international tariffs otherwise provide, luggage shall be registered only on production of tickets available at least as far as the destination of the luggage.

When the tariffs provide that luggage may be accepted for carriage without production of a ticket, the provisions of the Uniform Rules determining the rights and obligations of the passenger in respect of his registered luggage shall apply by analogy to the consignor of registered luggage.

§ 2. The railway reserves the right to forward the registered luggage by a different route from that taken by the passenger.

At the forwarding station, as well as at the junctions where the registered luggage must be transferred, the forwarding shall take place by the first appropriate train providing a regular service for registered luggage.

Luggage shall only be forwarded in the above-mentioned manner if the formalities required by Customs or other administrative authorities at departure or during the journey so permit.

§ 3. Save where the international tariffs otherwise provide, the carriage charges for registered luggage must be paid on registration.

§ 4. The tariffs or timetables may exclude or limit the carriage of registered luggage in certain trains or certain categories of trains or to or from certain stations.

§ 5. The formalities with regard to registration of luggage not governed by this article shall be determined by the provisions in force at the registering station.

## ARTICLE 20

### **Luggage registration voucher**

§ 1. A registration voucher shall be issued to the passenger at the time when the luggage is registered.

§ 2. Luggage registration vouchers issued for international traffic shall bear the initials CIV. As a transitional measure the mark  $\phi$  shall be permitted.

§ 3. The international tariffs or agreements between railways shall determine the form and content of luggage registration vouchers and the language and characters in which they are to be printed and made out.

§ 4. Save where the international tariffs otherwise provide, registration vouchers must indicate:

- (a) the forwarding and destination stations;
- (b) the route
- (c) the day and time on which the luggage is handed in for carriage;
- (d) the number of passengers;
- (e) the number of items of luggage and their mass;
- (f) the carriage and other charges.

§ 5. The passenger must ensure, on receipt of the luggage registration voucher, that it has been made out in accordance with his instructions.

## ARTICLE 21

### **Condition, packaging, packing and marking of registered luggage**

§ 1. Items of registered luggage of which the condition or packaging is defective or which are inadequately packed or show obvious signs of damage may be refused by the railway. If they are nevertheless accepted, the railway may make an appropriate note on the luggage registration voucher. Acceptance by the passenger of a voucher bearing such a note shall be taken as evidence that the passenger has acknowledged its correctness.

§ 2. The passenger must indicate on each item of registered luggage in a clearly visible place, in a sufficiently durable, clear and indelible manner so as to avoid any possible confusion:

- (a) his name and address,
- (b) the station and country of destination.

Out-of-date details must be made illegible or removed by the passenger.

The railway may refuse to accept items which do not bear the prescribed details.

## ARTICLE 22

### **Liability of the passenger. Verification. Surcharge**

§ 1. The passenger shall be liable for all consequences of any failure to observe Articles 17, 18 and 21, § 2.

§ 2. When there is good reason to suspect a contravention, the railway shall have the right to verify that the contents of registered luggage comply with these provisions unless the laws or regulations of the State in which the examination would take place prohibit such verification. The passenger shall be invited to attend the verification. If he fails to attend or cannot be found, the verification shall be carried out in the presence of two witnesses not connected with the railway.

§ 3. If any contravention is established, the passenger must pay the costs arising from the verification.

In the event of any contravention of Articles 17 or 18, the railway may collect a surcharge as laid down in the international tariffs, as well as any difference in carriage charges and compensation for any loss or damage caused.

## ARTICLE 23

### **Delivery**

§ 1. Registered luggage shall be delivered on surrender of the luggage registration voucher and, where appropriate, on payment of the amounts chargeable against the consignment. The railway shall be entitled, but not obliged, to verify that the holder of the voucher is entitled to take delivery.

§ 2. It shall be equivalent to delivery to the holder of the voucher if, in accordance with the provisions in force at the station of delivery:

(a) the luggage has been handed over to the Customs or Octroi authorities at their premises or warehouses, when these are not subject to railway supervision;

(b) live animals have been handed over to third parties.

§ 3. The holder of the voucher may require delivery of the luggage at the office of the destination station as soon as sufficient time has elapsed, after the arrival of the train on which it was due to be carried, for it to be put at his disposal and, where appropriate, for the completion of any formalities required by Customs or other administrative authorities.

§ 4. Failing surrender of the voucher, the railway shall only be obliged to deliver the luggage to the person proving his right thereto; if the proof offered appears insufficient, the railway may require security to be given.

§ 5. Luggage shall be delivered at the station to which it has been registered. Nevertheless, if the holder of the voucher so requests in good time, if circumstances permit and if Customs requirements or the requirements of other administrative authorities are not thereby contravened, luggage may be handed back at the forwarding station or delivered at an intermediate station on surrender of the registration voucher and, if the tariffs so require, on production of the ticket.

§ 6. The holder of a voucher whose luggage has not been delivered in accordance with § 3 may require the date and time when he requested delivery to be endorsed on the voucher.

§ 7. If the person entitled so requires, the railway must carry out an examination of the registered luggage in his presence in order to establish any alleged damage. The person entitled may refuse to accept the luggage if the railway does not comply with his request.

§ 8. In all other respects delivery of luggage shall be in accordance with the provisions in force at the station of delivery.

## CHAPTER III

### Provisions applicable to the carriage of both passengers and registered luggage

#### ARTICLE 24

##### Completion of administrative formalities

The passenger must comply with the requirements of Customs or other administrative authorities, both concerning his own person and any animals he takes with him and concerning the examination of his hand luggage and registered luggage. The passenger shall be present at such examinations save where otherwise provided by the laws or regulations of each State. The railway shall not be liable to the passenger for loss or damage arising from the passenger's disregard of these obligations.

#### ARTICLE 25

##### Refunds, repayments and additional payments

§ 1. Carriage charges shall be refunded wholly or in part, when:

- (a) a ticket has not been used or has been only partially used;
- (b) the ticket, owing to shortage of seats, has been used in a class or on a train of a lower fare category than shown on the ticket;
- (c) luggage has been withdrawn at the forwarding station or delivered at an intermediate station.

§ 2. The international tariffs shall prescribe the documents and certificates which must be produced in support of a claim for refund, the amounts to be refunded and the charges to be deducted.

In specified cases, the tariffs may exclude refunds of carriage charges or make such refunds subject to certain conditions.

§ 3. No claim for a refund based on the preceding paragraphs or on Article 10, § 1(b) will be accepted unless made to the railway within six months. In the case of tickets the time allowed shall run from the day after the expiry of the period of validity and in the case of luggage registration vouchers from the date of issue.

§ 4. In case of incorrect application of a tariff, or of error made in the calculation or collection of the carriage and other charges, overcharges shall be repaid by the railway or undercharges paid to the railway only when they exceed *two* units of account per ticket or per luggage registration voucher.

§ 5. Overcharges or undercharges shall be calculated at the official rate of exchange for the day on which the carriage charges were collected. If the adjusting payment is made in a currency other than that in which the original charges were collected, the rate applicable shall be that for the day on which the adjusting payment is made.

§ 6. In all cases not provided for by this Article, and in the absence of agreements between railways, the provisions in force in the State of departure shall apply.

## TITLE III

### Liability

#### CHAPTER I

##### Liability of the railway in case of death of, or personal injury to, passengers

#### ARTICLE 26

##### Basis of liability

§ 1. The railway shall be liable for the loss or damage resulting from the death of, personal injuries to, or any other bodily or mental harm to, a passenger, caused by an accident arising out of the operation of the railway and happening while the passenger is in, entering or alighting from railway vehicles.



The railway shall also be liable for the loss or damage resulting from the total or partial loss of, or damage to, any articles which the passenger, victim of such an accident, had on him or with him as hand luggage, including any animals.

§ 2. The railway shall be relieved of liability:

- (a) if the accident has been caused by circumstances not connected with the operation of the railway and which the railway, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which it was unable to prevent;
- (b) wholly or partly, to the extent that the accident is due to the passenger's fault or to behaviour on his part not in conformity with the normal conduct of passengers;
- (c) if the accident is due to a third party's behaviour which the railway, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which it was unable to prevent; if the railway is not thereby relieved of liability, it shall be wholly liable up to the limits laid down in the Uniform Rules but without prejudice to any right of recourse which the railway may have against the third party.

§ 3. The Uniform Rules shall not affect any liability which may be incurred by the railway in cases not provided for in § 1.

§ 4. For the purposes of this chapter, the railway that is liable shall be that which, according to the list of lines or services provided for in Articles 3 and 10 of the Convention, operates the line on which the accident occurred. If, according to that list, there is joint operation of the line by two railways, each of them shall be liable.

#### ARTICLE 27

##### **Damages in case of death**

§ 1. In the case of the death of the passenger the damages shall include:

- (a) any necessary costs following on the death, in particular those of transport of the body, burial and cremation;
- (b) if death does not occur at once, the damages provided for in Article 28.

§ 2. If, through the death of the passenger, persons whom he had, or would have had in the future, a legal duty to maintain are deprived of their support, such persons shall also be indemnified for their loss. Rights of action for damages by persons whom the passenger was maintaining without being legally bound to do so shall be governed by national law.

#### ARTICLE 28

##### **Damages in case of personal injury**

In the case of personal injury or any other bodily or mental harm to the passenger the damages shall include:

- (a) any necessary costs, in particular those of treatment and transport;
- (b) compensation for financial loss due to total or partial incapacity to work, or to increased needs.

#### ARTICLE 29

##### **Compensation for other injuries**

National law shall determine whether and to what extent the railway shall pay damages for injuries other than that for which there is provision in Articles 27 and 28, in particular for mental or physical pain and suffering (*pretium doloris*) and for disfigurement.

## ARTICLE 30

### **Form and limit of damages in case of death or personal injury**

§ 1. The damages under Article 27, § 2 and Article 28(b) shall be awarded in the form of a lump sum. However, if national law permits payment of an annuity, damages shall be awarded in that form if so requested by the injured passenger or by the persons entitled referred to in Article 27, § 2.

§ 2. The amount of damages to be awarded under § 1 shall be determined in accordance with national law. However, for the purposes of the Uniform Rules, the upper limit per passenger shall be set at 70,000 units of account in the form of a lump sum or an annuity corresponding to that sum, where national law provides for an upper limit of less than that amount.

## ARTICLE 31

### **Limit of damages in case of loss of or damage to articles**

When the railway is liable under Article 26, § 1 sub-paragraph 2, it shall pay compensation up to the sum of 700 units of account per passenger.

## ARTICLE 32

### **Prohibition on limiting liability**

Any provisions of tariffs or of special agreements concluded between the railway and the passenger which purport to exempt the railway in advance, either wholly or partly, from liability in case of death of, or personal injury to, passengers, or which have the effect of reversing the burden of proof resting on the railway, or which set limits lower than those laid down in Articles 30 § 2 and 31, shall be null and void. Such nullity shall not, however, affect the validity of the contract of carriage.

## ARTICLE 33

### **Carriage by more than one mode of transport**

§ 1. Subject to § 2, the provisions relating to the liability of the railway in case of death of, or personal injury to, passengers shall not apply to loss or damage arising in the course of carriage by non-railway services, included in the list of lines or services referred to in Articles 3 and 10 of the Convention.

§ 2. However, where railway vehicles are carried by ferry, the provisions relating to the liability of the railway in case of death of, or personal injury to, passengers shall apply to loss or damage covered by Article 26, § 1, caused by an accident arising out of the operation of the railway and happening while the passenger is in, entering or alighting from the said vehicles.

For the purposes of the preceding sub-paragraph the "State on whose territory the accident to the passenger happened" means the State whose flag is flown by the ferry.

§ 3. When, because of exceptional circumstances, the railway finds itself obliged temporarily to suspend operations and itself carries the passengers or has them carried by another mode of transport, it shall be liable in accordance with the law relating to that mode of transport. Nevertheless, Article 18 of the Convention and Articles 8, 48–53 and 55 of the Uniform Rules shall remain applicable.

## CHAPTER II

### **Liability of the railway in respect of registered luggage**

## ARTICLE 34

### **Collective responsibility of railways**

§ 1. The railway which has accepted luggage for carriage by issuing a luggage registration voucher shall be responsible for the carriage over the entire route up to delivery.

§ 2. Each succeeding railway, by the very act of taking over the registered luggage, shall become a party to the contract of carriage and shall assume the obligations arising therefrom without prejudice to the provisions of Article 51, § 3 relating to the railway of destination.

#### ARTICLE 35

##### **Extent of liability**

§ 1. The railway shall be liable for loss or damage resulting from the total or partial loss of, or damage to, registered luggage between the time of acceptance for carriage and the time of delivery as well as from delay in delivery.

§ 2. The railway shall be relieved of such liability if the loss, damage or delay in delivery was caused by a fault on the part of the passenger, by an order given by the passenger other than as a result of a fault on the part of the railway, by inherent vice of the registered luggage or by circumstances which the railway could not avoid and the consequences of which it was unable to prevent.

§ 3. The railway shall be relieved of such liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:

- (a) the absence or inadequacy of packing;
- (b) the special nature of the registered luggage;
- (c) the despatch as registered luggage of articles not acceptable for carriage.

#### ARTICLE 36

##### **Burden of proof**

§ 1. The burden of proving that the loss, damage or delay in delivery was due to one of the causes specified in Article 35, § 2 shall rest upon the railway.

§ 2. When the railway establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the special risks referred to in Article 35, § 3, it shall be presumed that it did so arise. The person entitled shall, however, have the right to prove that the loss or damage was not attributable either wholly or partly to one of those risks.

#### ARTICLE 37

##### **Presumption of loss of registered luggage**

§ 1. The person entitled may, without being required to furnish further proof, consider an item of luggage as lost when it has not been delivered or placed at his disposal within fourteen days after a request for delivery has been made in accordance with Article 23, § 3.

§ 2. If an item of luggage deemed to have been lost is recovered within one year after the request for delivery, the railway shall notify the person entitled if his address is known or can be ascertained.

§ 3. Within thirty days after receipt of such notification, the person entitled may require the item of luggage to be delivered to him at any station on the route. In that case he must pay the charges in respect of carriage of the item from the forwarding station to the station where delivery is effected and shall refund the compensation received less any charges included therein. Nevertheless he shall retain his rights to claim compensation for delay in delivery under Article 40.

§ 4. If the item of luggage recovered has not been claimed within the period stated in § 3 or if it is recovered more than one year after the request for delivery, the railway shall dispose of it in accordance with the laws and regulations of the State having jurisdiction over the railway.

## ARTICLE 38

### Compensation for loss

§ 1. In case of total or partial loss of registered luggage, the railway shall pay, to the exclusion of all other damages:

- (a) if the amount of the loss or damage suffered is established: compensation equal to that amount but not exceeding 40 units of account per kilogramme of gross mass missing or 600 units of account per item of luggage;
- (b) if the amount of the loss or damage suffered is not established: liquidated damages of 10 units of account per kilogramme of gross mass missing or 150 units of account per item of luggage.

The method of compensation, by mass or by item of luggage, shall be determined by the international tariffs.

§ 2. The railway shall in addition refund carriage charges, Customs duties and other sums incurred in respect of carriage of the lost item of luggage.

## ARTICLE 39

### Compensation in case of damage

§ 1. In case of damage to registered luggage, the railway must pay compensation equivalent to the loss in value of the registered luggage, to the exclusion of all other damages.

§ 2. The compensation may not exceed:

- (a) if all the luggage has lost value through damage, the amount which would have been payable in case of total loss;
- (b) if only part of the luggage has lost value through damage, the amount which would have been payable had that part been lost.

## ARTICLE 40

### Compensation for delay in delivery

§ 1. In case of delay in delivery of registered luggage, the railway shall pay in respect of each whole period of twenty-four hours after delivery has been requested, but subject to a maximum of fourteen days:

- (a) if the person entitled proves that loss or damage has been suffered thereby; compensation equal to the amount of the loss or damage, up to a maximum of 0.40 units of account per kilogramme of gross mass of the luggage or seven units of account per item of luggage, delivered late;
- (b) if the person entitled does not prove that loss or damage has been suffered thereby; liquidated damages of 0.07 units of account per kilogramme of gross mass of the luggage or 1.40 units of account per item of luggage, delivered late.

The method of compensation, by mass or by item of luggage, shall be determined by the international tariffs.

§ 2. In case of total loss of luggage, the compensation provided for in § 1 shall not be payable in addition to that provided for in Article 38.

§ 3. In case of partial loss of luggage, the compensation provided for in § 1 shall be payable in respect of that part of the luggage which has not been lost.

§ 4. In case of damage to luggage not resulting from delay in delivery the compensation provided for in § 1 shall, where appropriate, be payable in addition to that provided for in Article 39.

§ 5. In no case shall the compensation payable under § 1 together with that payable under Articles 38 and 39 exceed the compensation which would be payable in the event of total loss of the luggage.

## ARTICLE 41

### Accompanied motor vehicles

§ 1 In case of delay in loading for a reason attributable to the railway or delay in delivery of a motor vehicle, the railway shall, if the person entitled proves that loss or damage has been suffered thereby, pay compensation the amount of which shall not exceed the charge for carriage of the vehicle.

§ 2. If, in case of delay in loading for a reason attributable to the railway the person entitled elects not to proceed with the contract of carriage, the carriage charges for carriage of the vehicle and of the passengers shall be refunded to him. In addition the person entitled may, if he proves that loss or damage has been suffered as a result of the delay, claim compensation not exceeding the carriage charges for carriage of the vehicle.

§ 3 In case of total or partial loss of the vehicle, the compensation payable to the person entitled for the loss or damage proved shall be calculated on the usual value of the vehicle and may not exceed 8000 units of account.

§ 4 In respect of articles placed inside the vehicle, the railway shall be liable only for loss or damage caused by a fault on its part. The total compensation payable may not exceed 1000 units of account.

The railway shall be liable in respect of articles placed on the outside of the vehicle only in the case of wilful misconduct.

§ 5 A loaded or unloaded trailer shall be considered as a vehicle.

“§ 6 The other provisions relating to liability in respect of registered luggage shall apply to the carriage of motor vehicles.”

## CHAPTER III

### Common provisions concerning liability

## ARTICLE 42

“Loss of the right to invoke the limits of liability”.

The provisions of Articles 30, 31 and 38 to 41 of the Uniform Rules or those of national law, limiting compensation to a fixed amount, shall not apply if it is proved that the loss or damage resulted from an act or omission, on the part of the railway, done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage will probably result.

## ARTICLE 43

“Conversion of, and interest on, compensation”

“§ 1 Where the calculation of compensation requires the conversion of sums expressed in foreign currencies, conversion shall be at the rate of exchange applicable on the day and at the place of payment of the compensation.”

§ 2 The person entitled may claim interest on compensation payable, calculated at five per cent per annum, from the day of the claim referred to in Article 49 or, if no such claim has been made, from the day on which legal proceedings are instituted.

§ 3 However, in the case of compensation payable under Articles 27 and 28, interest shall accrue only from the day on which the events relevant to the assessment of the amount occurred, if that day is later than that of the claim or the day when legal proceedings were instituted.

§ 4. In the case of registered luggage, interest shall only be payable if the compensation exceeds eight units of account per luggage registration voucher.

§ 5. In the case of registered luggage, if the person entitled does not submit to the railway, within a reasonable period allotted to him, the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the period laid down and the actual submission of such documents.

## **ARTICLE 44**

### **Liability in case of nuclear incidents**

The railway shall be relieved of liability under the Uniform Rules for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to a State's laws and regulations governing liability in the field of nuclear energy.

## **ARTICLE 45**

### **Liability of the railway for its servants**

§ 1. The railway shall be liable for its servants and for any other persons whom it employs to perform the carriage.

If however such servants and other persons, at the request of a passenger, render services which the railway itself is under no obligation to render, they shall be deemed to be acting on behalf of the passenger to whom the services are rendered.

## **ARTICLE 46**

### **Other actions**

In all cases to which the Uniform Rules apply, any action in respect of liability on any grounds whatsoever, may be brought against the railway only subject to the conditions and limitations laid down in those Rules.

The same shall apply to any action brought against those servants and other persons for whom the railway is liable under Article 45.

## **ARTICLE 47**

### **Special provisions**

§ 1. Subject to Article 41, the liability of the railway in respect of loss or damage resulting from the late running or cancellation of a train or from a missed connection shall be determined by the laws and regulations of the State in which the incident occurred.

§ 2. Subject to Article 26, the railway shall not be liable in respect of articles and animals the care of which is the responsibility of the passenger under Article 15, § 5 or of articles which the passenger has on him, unless the loss or damage is caused by a fault on the part of the railway.

§ 3. The other Articles of Title III, and Title IV, shall not apply to the cases §§ 1 and 2.

## **TITLE IV**

### **Assertion of rights**

## **ARTICLE 48**

### **Ascertainment of partial loss of, or damage to, registered luggage**

§ 1. When partial loss of, or damage to, registered luggage is discovered or presumed by the railway or alleged by the person entitled, the railway must without delay, and if possible in the presence of the person entitled, draw up a report stating, according to the nature of the loss or damage, the condition of the registered luggage, its mass and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.

A copy of the report must be supplied free of charge to the person entitled.

§2. Should the person entitled not accept the findings in the report, he may request that the condition and mass of the registered luggage and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties or by a court. The procedure to be followed shall be governed by the laws and regulations of the State in which such ascertainment takes place.

§3. In case of loss of an item of registered luggage, the person entitled must, to facilitate the enquiries to be made by the railway, give as accurate a description as possible of the missing item of luggage.

## ARTICLE 49

### Claims

§1. Claims relating to the liability of the railway in case of death of, or personal injury to, passengers shall be made in writing to one of the following railways:

- (a) to the railway that is liable; if, in accordance with Article 26, §4, two railways are liable, to one of them;
- (b) to the railway of departure;
- (c) to the railway of destination;
- (d) to the railway of the passenger's domicile or of his usual place of residence, provided that the headquarters of that railway is on the territory of a Member State.

§2. Other claims relating to the contract of carriage shall be made in writing to the railway specified in Article 51, §§2 and 3.

On settlement of the claim, the railway may require the surrender of tickets or luggage registration vouchers.

§3. A claim may be made by persons who have the right to bring an action against the railway under Article 50.

§4. Tickets, luggage registration vouchers and other documents which the person entitled thinks fit to submit with the claim shall be produced either in the original or as copies, the copies to be duly authenticated if the railway so requires.

## ARTICLE 50

### Persons who may bring an action against the railway

An action may be brought against the railway by the person who produces the ticket or luggage registration voucher, as the case may be, or failing that, furnishes the proof of his right to sue.

## ARTICLE 51

### Railways against which an action may be brought

§1. An action based on the liability of the railway in case of death of, or personal injury to, passengers may only be brought against the railway that is liable within the meaning of Article 26, §4. In the case of joint operation by two railways the person entitled may elect to sue either of them.

§2. An action for the recovery of a sum paid under the contract of carriage may be brought against the railway which has collected that sum or against the railway on whose behalf it was collected.

§3. Other actions arising from the contract of carriage may be brought against the railway of departure, the railway of destination or the railway on which the event giving rise to the proceedings occurred.

Such actions may be brought against the railway of destination even if it has not received the registered luggage.

§4. If the plaintiff can choose between several railways, his right to choose shall be extinguished as soon as he brings an action against any one of them.

§5. An action may be brought against a railway other than those specified in §§ 2 and 3 when instituted by way of counter-claim or by way of exception to the principal claim based on the same contract of carriage.

## ARTICLE 52

### Competence

§ 1. Actions based on the liability of the railway in case of death of, or personal injury to, passengers may only be instituted in the competent court of the State in whose territory the accident to the passenger happened unless otherwise provided in agreements between States or in acts of concession.

§2. Other actions brought under the Uniform Rules may only be instituted in the competent court of the State having jurisdiction over the defendant railway, unless otherwise provided in agreements between States or in acts of concession.

When a railway operates independent railway systems in different States, each system shall be regarded as a separate railway for the purposes of this paragraph.

## ARTICLE 53

### Extinction of right of action arising from liability in case of death of, or personal injury to, passengers

“§ 1 Any right of action by the person entitled based on the liability of the railway in case of death of, or personal injury to, passengers shall be extinguished if notice of the accident to the passenger is not given by the person entitled, within six months of his becoming aware of the loss or damage, to one of the railways to which a claim may be made in accordance with Article 49, § 1.”

Where the person entitled gives oral notice of the accident to the railway, the railway shall furnish him with an acknowledgement of such oral notice.

§ 2. Nevertheless the right of action shall not be extinguished if:

- (a) within the period of time specified in § 1 the person entitled has made a claim to one of the railways designated in Article 49, § 1;
- (b) within the period of time specified in § 1 the railway that is liable, or one of the two railways if in accordance with Article 26, § 4 two railways are liable, has learned of the accident to the passenger in some other way;
- (c) notice of the accident has been given, or has been given late, as a result of circumstances for which the person entitled is not responsible;
- (d) the person entitled proves that the accident was caused by a fault of the railway.

## ARTICLE 54

### Extinction of right of action arising from the contract of carriage of registered luggage

§ 1. Acceptance of the luggage by the person entitled shall extinguish all rights of action against the railway arising from the contract of carriage in case of partial loss, damage or of delay in delivery.

§ 2. Nevertheless, the right of action shall not be extinguished:

- (a) in the case of partial loss or of damage, if:
  - (i) the loss or damage was ascertained before the acceptance of the luggage in accordance with Article 48 by the person entitled;



- (ii) the ascertainment which should have been carried out under Article 48 was omitted solely through the fault of the railway;
- (b) in the case of loss or damage which is not apparent and is not ascertained until after acceptance of the luggage by the person entitled, provided that he:
  - (i) asks for ascertainment in accordance with Article 48 immediately after discovery of the loss or damage and not later than three days after the acceptance of the luggage;
  - (ii) and, in addition, proves that the loss or damage occurred between the time of acceptance for carriage and the time of delivery;
- (c) in the case of delay in delivery, if the person entitled has, within twenty-one days, asserted his rights against one of the railways referred to in Article 51, § 3;
- (d) if the person entitled furnishes proof that the loss or damage was caused by wilful misconduct or gross negligence on the part of the railway.

## ARTICLE 55

### Limitation of actions

§ 1. The period of limitation for actions for damages based on the liability of the railway in case of death of, or personal injury to, passengers shall be:

- (a) in the case of a passenger, three years from the day after the accident;
- (b) in the case of other persons entitled, three years from the day after the death of the passenger, subject to a maximum of five years from the day after the accident.

§ 2. The period of limitation for other actions arising from the contract of carriage shall be one year.

Nevertheless, the period of limitation shall be two years in the case of an action for loss or damage resulting from an act or omission done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

§ 3. The period of limitation provided for in § 2 shall run:

- (a) in actions for compensation for total loss, from the fourteenth day after the expiry of the period of time referred to in Article 23, § 3;
- (b) in actions for compensation or partial loss, for damage or for delay in delivery, from the day when delivery took place;
- (c) in actions for payment or refund of carriage charges, supplementary charges or surcharges, or for correction of charges in the event of a tariff being wrongly applied or of an error in calculation or collection: from the day of payment or, if payment has not been made, from the day when payment should have been made;
- (d) in actions to recover additional duty demanded by Customs or other administrative authorities, from the day of the demand made by such authorities;
- (e) in all other cases involving the carriage of passengers, from the day of expiry of validity of the ticket.

The day indicated for the commencement of the period of limitation shall not be included in the period.

§ 4. When a claim is presented to a railway in accordance with Article 49 together with the necessary supporting documents, the period of limitation shall be suspended until the day that the railway rejects the claim by notification in writing and returns the documents. If part of the claim is admitted, the period of limitation shall recommence in respect of that part of the claim still in dispute. The burden of proof of receipt of the claim or of the reply and of the return of the documents shall rest on the party who relies on those facts.

The period of limitation shall not be suspended by further claims having the same object.

§ 5. A right of action which has become time-barred may not be exercised by way of counterclaim or relied upon by way of exception.

§ 6. Subject to the foregoing provisions, the suspension and interruption of periods of limitation shall be governed by national law.

## **TITLE V**

### **Relations between railways**

#### **ARTICLE 56**

##### **Settlement of accounts between railways**

Any railway which has collected or ought to have collected carriage charges must pay to the railways concerned their respective shares of such charges.

#### **ARTICLE 57**

##### **Recourse in case of loss or damage**

§ 1. A railway which has paid compensation in accordance with the Uniform Rules, for total or partial loss of, or for damage to, registered luggage, has a right of recourse against the other railways which have taken part in the carriage, in accordance with the following provisions:

- (a) the railway which has caused the loss or damage shall be solely liable for it;
- (b) when the loss or damage has been caused by more than one railway, each shall be liable for the loss or damage it has caused: if such distinction cannot be made, the compensation shall be apportioned between those railways in accordance with (c);
- (c) if it cannot be proved that the loss or damage has been caused by one or more railways in particular, the compensation shall be apportioned between all the railways which have taken part in the carriage, except those which can prove that the loss or damage was not caused on their lines; such apportionment shall be in proportion to the kilometric distances contained in the tariffs.

§ 2. In the case of the insolvency of any one of the railways, the unpaid share due from it shall be apportioned among all the other railways which have taken part in the carriage, in proportion to the kilometric distances contained in the tariffs.

#### **ARTICLE 58**

##### **Recourse in case of delay in delivery**

Article 57 shall apply where compensation is paid for delay in delivery. If the delay has been caused by more than one railway, the compensation shall be apportioned between such railways in proportion to the length of the delay occurring on their respective lines.

#### **ARTICLE 59**

##### **Procedure for recourse**

§ 1. The validity of the payment made by the railway exercising one of the rights of recourse under Articles 57 and 58 may not be disputed by the railway against which the right to recourse is exercised, when compensation has been determined by a court and when the latter railway, duly served with notice, has been afforded an opportunity to intervene in the proceedings. The court seized of the main proceedings shall determine what time shall be allowed for such notification and for intervention in the proceedings.

§ 2. A railway exercising its right of recourse must take proceedings by one and the same action against all the railways concerned, with which it has not reached a settlement, failing which it shall lose its right of recourse in the case of those against which it has not taken proceedings.

§ 3. The court shall give its decision in one and the same judgment on all recourse claims brought before it.

§ 4. The railways against which such action has been brought shall have no further right of recourse.

§ 5. Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled on the basis of the contract of carriage.

#### ARTICLE 60

##### **Competence for recourse claims**

§ 1. The courts of the country in which the railway, against which the recourse claim has been made, has its headquarters shall have exclusive competence for all recourse claims.

§ 2. When the action is to be brought against several railways, the plaintiff railway shall be entitled to choose the court in which it will bring the proceedings from among those having competence under § 1.

#### ARTICLE 61

##### **Agreements concerning recourse**

By agreement, railways may derogate from the provisions concerning reciprocal rights of recourse set out in Title V, apart from that contained in Article 59, § 5.

#### TITLE VI

##### **Exceptional provisions**

#### ARTICLE 62

##### **Derogations**

The provisions of the Uniform Rules shall not prevail over those provisions which certain States are obliged to adopt, in traffic among themselves, in pursuance of certain Treaties such as the Treaties relating to the European Coal and Steel Community and the European Economic Community.



**Appendix B to the Convention concerning International Carriage by Rail  
(COTIF) of 9 May 1980**

**UNIFORM RULES  
CONCERNING THE CONTRACT  
FOR INTERNATIONAL CARRIAGE OF GOODS BY RAIL (CIM)**

**TITLE I**

**General Provisions**

**ARTICLE 1**

**Scope**

§ 1. Subject to the exceptions provided for in Article 2, the Uniform Rules shall apply to all consignments of goods for carriage under a through consignment note made out for a route over the territories of at least two States and exclusively over lines or services included in the list provided for in Articles 3 and 10 of the Convention, as well as, where appropriate, to carriage treated as carriage over a line in accordance with Article 2, § 2, second sub-paragraph of the Convention."

§ 2. In the Uniform Rules the expression "station" covers: railway stations, ports used by shipping services and all other establishments of transport undertakings, open to the public for the execution of the contract of carriage.

**ARTICLE 2**

**Exceptions from scope**

§ 1. Consignments between sending and destination stations situated in the territory of the same State, which pass through the territory of another State only in transit, shall not be subject to the Uniform Rules:

- (a) if the lines or services over which the transit occurs are exclusively operated by a railway of the State of departure; or
- (b) if the States or the railways concerned have agreed not to regard such consignments as international.

§ 2. Consignments between stations in two adjacent States and between stations in two States in transit through the territory of a third State shall, if the lines over which the consignments are carried are exclusively operated by a railway of one of those three States, be subject to the internal traffic regulations applicable to that railway if the sender, by using the appropriate consignment note, so elects and where there is nothing to the contrary in the laws and regulations of any of the States concerned.

**ARTICLE 3**

**Obligation to carry**

§ 1. The railway shall be bound to undertake all carriage of any goods in complete wagon-loads, subject to the terms of the Uniform Rules, provided that:

- (a) the sender complies with the Uniform Rules and supplementary provisions and the tariffs;
- (b) carriage can be undertaken by the normal staff and transport resources which suffice to meet usual traffic requirements;
- (c) carriage is not prevented by circumstances which the railway cannot avoid and which it is not in a position to remedy.

§ 2. The railway shall not be obliged to accept goods of which the loading, trans-shipment or unloading requires the use of special facilities unless the stations concerned have such facilities at their disposal.

§ 3. - The railway shall only be obliged to accept goods the carriage of which can take place without delay; the provisions in force at the forwarding station shall determine the circumstances in which goods not complying with that condition must be temporarily stored.

§ 4. When the competent authority decides that:

- (a) a service shall be discontinued or suspended totally or partially,
  - (b) certain consignments shall be refused or accepted only subject to conditions,
  - (c) certain goods will be accepted for transport in priority,
- these measures shall, without delay, be brought to the notice of the public and the railways; the latter shall inform the railways of the other States with a view to their publication.

§ 5. The railways may, by joint agreement, concentrate goods traffic between certain places on specified frontier points and transit countries.

These measures shall be notified to the Central Office. They shall be entered by the railways in special lists, published in the manner laid down for international tariffs, and shall come into force one month after the date of notification to the Central Office.

§ 6. Any contravention of this Article by the railway may constitute a cause of action for compensation for loss or damage caused.

#### ARTICLE 4

##### Articles not acceptable for carriage

The following shall not be accepted for carriage:

- (a) articles the carriage of which is prohibited in any one of the territories in which the articles would be carried;
- (b) articles the carriage of which is a monopoly of the postal authorities in any one of the territories in which the articles would be carried;
- (c) articles which, by reason of their dimensions, their mass, or their packaging, are not suitable for the carriage proposed, having regard to the installations or rolling stock of any one of the railways which would be used;
- (d) substances and articles which are not acceptable for carriage under the Regulations concerning the international carriage of dangerous goods by rail (RID), Annex 1 to the Uniform Rules, subject to the exceptions provided for in Article 5, § 2.

#### ARTICLE 5

##### Articles acceptable for carriage subject to conditions

§ 1. The following shall be acceptable for carriage subject to conditions:

- (a) substances and articles acceptable for carriage subject to the conditions laid down in the RID or in the agreements and tariff clauses provided for in § 2.
- (b) funeral consignments, railway rolling stock running on its own wheels, live animals and consignments the carriage of which presents special difficulties by reason of their dimensions, their mass or their packaging: subject to the conditions laid down in the supplementary provisions; these may derogate from the Uniform Rules.

Live animals must be accompanied by an attendant provided by the consignor. Nevertheless an attendant shall not be required when the international tariffs permit or when the railways participating in the carriage so permit at the consignor's request; in such cases, unless there is an agreement to the contrary, the railway shall not be liable for any loss or damage resulting from any risk which the attendant was intended to avert.

§ 2. Two or more States, by agreement, or two or more railways, by tariff clauses, may jointly determine the conditions with which certain substances or articles not acceptable for carriage under the RID must comply if they are nevertheless to be accepted.

States or railways may, in the same manner, make the conditions for acceptance laid down in the RID less rigorous.

Such agreements and tariff clauses must be published and notified to the Central Office which will bring them to the notice of the States.

## ARTICLE 6

### **Tariffs. Private agreements**

§ 1. Carriage charges, whether or not calculated separately for different sections of the route, and supplementary charges shall be calculated in accordance with the tariffs which are legally in force and duly published in each State and which are applicable at the time when the contract of carriage is made.

§ 2. The tariffs must indicate all the special conditions applicable to the carriage, in particular the information necessary for calculating carriage and supplementary charges and, where appropriate, the conditions governing the conversion of currencies.

The conditions of the tariffs may not derogate from the Uniform Rules unless the latter expressly so provide.

§ 3. The tariffs must be applied to all users on the same conditions.

§ 4. Railways may enter into private agreements for reduced charges or other concessions, provided that comparable conditions are granted to users in comparable circumstances.

Reductions in charges or other concessions may be granted for the purpose of railway or public services, or for charitable purposes.

Publication of the measures taken under the first and second subparagraphs shall not be compulsory.

§ 5. International tariffs may be declared compulsorily applicable in international traffic to the exclusion of the internal tariffs.

The application of an international tariff may be made conditional on there being an express request for it in the consignment note.

§ 6. The tariffs and amendments to the tariffs shall be regarded as duly published from the time when the railway makes all the details thereof available to the users.

The publication of international tariffs shall be compulsory only in those States whose railways are parties to such tariffs as railways of departure or destination.

§ 7. Increases in international tariff charges and any other provisions which would have the effect of making the conditions of carriage laid down by such tariffs more rigorous shall not come into force until at least fifteen days after their publication, except in the following cases:

- (a) if an international tariff makes provision for the extension of an internal tariff to cover the whole route, the periods for publication of such internal tariff shall be applicable;
- (b) if increases in the charges contained in an international tariff follow a general increase in the charges contained in the internal tariffs of a participating railway, they shall come into force on the day after their publication, on condition that the adjustment of the international tariff charges caused by such general increase has been announced at least fifteen days in advance; nevertheless, such announcement may not be made prior to the publication of the increase in the internal tariff charges in question;
- (c) if the carriage and supplementary charges provided for in the international tariffs have to be modified to take account of fluctuations in rates of exchange or if obvious errors have to be corrected, such adjustments and corrections shall come into force on the day after their publication.

§ 8. In States where there is no obligation to publish certain tariffs or to apply them to all users under the same conditions, the provisions of this Article, to the extent that they contain such an obligation, shall not be binding.

§ 9. The railways may not charge any amount over and above the carriage and supplementary charges laid down in the tariffs other than the amounts disbursed by them. Such amounts shall be duly noted and entered separately in the consignment note, together with any relevant supporting information. When this information is provided in documents attached to the consignment note and if the corresponding amounts are to be paid by the consignor, the documents shall not be delivered to the consignee with the consignment note, but shall be forwarded to the consignor with the account of charges referred to in Article 15, § 7.

## ARTICLE 7

### **Unit of Account. Rate of exchange or of acceptance of foreign currency**

§ 1. The unit of account referred to in the Uniform Rules shall be the Special Drawing Right as defined by the International Monetary Fund.

The value in Special Drawing Right of the national currency of a State which is a Member of the International Monetary Fund shall be calculated in accordance with the method of valuation applied by the International Monetary Fund for its own operations and transactions.

§ 2. The value in Special Drawing Right of the national currency of a State which is not a member of the International Monetary Fund shall be calculated by the method determined by that State.

The calculation must express in the national currency a real value approximating as closely as possible to that which would result from the application of § 1.

§ 3. In the case of a State which is not a member of the International Monetary Fund and whose legislation does not permit the application of § 1 or § 2 above, the unit of account referred to in the Uniform Rules shall be deemed to be equal to three gold francs.

The gold franc is defined as 10/31 of a gramme of gold of millesimal fineness 900.

The conversion of the gold franc must express in the national currency a real value approximating as closely as possible to that which would result from the application of § 1.

§ 4. Within three months after the entry into force of the Convention and each time that a change occurs in their method of calculation or in the value of their national currency in relation to the unit of account, States shall notify the Central Office of their method of calculation in accordance with § 2, or of the results of the conversion in accordance with § 3.

The Central Office shall notify the States of this information.

§ 5. The railway shall publish the rates at which:

- (a) it converts sums expressed in foreign currencies but payable in domestic currency (rates of conversion);
- (b) it accepts payment in foreign currencies (rates of acceptance).

## ARTICLE 8

### **Special provisions for certain types of transport**

§ 1. In the case of the haulage of privately owned wagons, special provisions are laid down in the Regulations concerning the international haulage of private owners' wagons by rail (RIP), Annex II to the Uniform Rules.

§ 2. In the case of the carriage of containers, special provisions are laid down in the Regulations concerning the international carriage of containers by rail (RiCo), Annex III to the Uniform Rules.



§ 3. In the case of express parcels traffic, railways may, by tariff clauses, agree on special provisions in accordance with the Regulations concerning the international carriage of express parcels by rail (RIEx), Annex IV to the Uniform Rules.

§ 4. Two or more States, by special agreement, or two or more railways by supplementary provisions or by tariff clauses, may agree on terms derogating from the Uniform Rules for the following types of consignments:

- (a) consignments under cover of a negotiable document;
- (b) consignments to be delivered only against return of the duplicate of the consignment note;
- (c) consignments of newspapers;
- (d) consignments intended for fairs or exhibitions;
- (e) consignments of loading tackle and of equipment for protection of goods in transit against heat or cold;
- (f) consignments over all or part of the route under cover of consignment notes which are not used for charging and billing;
- (g) consignments sent under cover of an instrument suitable for automatic data transmission.

#### ARTICLE 9

##### **Supplementary provisions**

§ 1. Two or more States or two or more railways may make supplementary provisions for the execution of the Uniform Rules. They may not derogate from the Uniform Rules unless the latter expressly so provide.

§ 2. The supplementary provisions shall be put into force and published in the manner required by the laws and regulations of each State. The Central Office shall be notified of the supplementary provisions and of their coming into force.

#### ARTICLE 10

##### **National law**

§ 1. In the absence of provisions in the Uniform Rules, supplementary provisions or international tariffs, national law shall apply.

§ 2. "National law" means the law of the State in which the person entitled asserts his rights, including the rules relating to conflict of laws.

### TITLE II

#### **Making and Execution of the Contract of Carriage**

#### ARTICLE 11

##### **Making of the contract of carriage**

§ 1. The contract of carriage shall come into existence as soon as the forwarding railway has accepted the goods for carriage together with the consignment note. Acceptance is established by the application to the consignment note and, where appropriate, to each additional sheet, of the stamp of the forwarding station, or accounting machine entry, showing the date of acceptance.

§ 2. The procedure laid down in § 1 must be carried out immediately after all the goods to which the consignment note relates have been handed over for carriage and—where the provisions in force at the forwarding station so require—such charges as the consignor has undertaken to pay have been paid or a security deposited in accordance with Article 15, § 7.

§ 3. When the stamp has been affixed or the accounting machine entry has been made, the consignment note shall be evidence of the making and content of the contract.

§ 4. Nevertheless, when the loading of the goods is the duty of the consignor in accordance with tariffs or agreements existing between him and the railway, and provided that such agreements are authorised at the forwarding station, the particulars in the consignment note relating to the mass of the goods or to the number of packages shall only be evidence against the railway when that weight or number of packages has been verified by the railway and certified in the consignment note. If necessary these particulars may be proved by other means.

If it is obvious that there is no actual deficiency corresponding to the discrepancy between the mass or number of packages and the particulars in the consignment note, the latter shall not be evidence against the railway. This shall apply in particular when the wagon is handed over to the consignee with the original seals intact.

§ 5. The railway shall certify receipt of the goods and the date of acceptance for carriage by affixing the date stamp to or making the accounting machine entry on the duplicate of the consignment note before returning the duplicate to the consignor.

The duplicate shall not have effect as the consignment note accompanying the goods, nor as a bill of lading.

## ARTICLE 12

### Consignment note

§ 1. The consignor shall present a consignment note duly completed.

A separate consignment note shall be made out for each consignment. One and the same consignment note may not relate to more than a single wagon load. The supplementary provisions may derogate from these rules.

§ 2. The railways shall prescribe a standard form of consignment note, which must include a duplicate for the consignor.

In the case of certain traffic, notably between adjacent countries, the railways may prescribe, in the tariffs, the use of a simplified form of consignment note.

In the case of certain traffic with countries which have not acceded to this Convention, tariffs may provide for recourse to a special procedure.

§ 3. The consignment note must be printed in two or where necessary in three languages, at least one of which shall be one of the working languages of the Organisation.

International tariffs may determine the language in which the particulars to be filled in by the consignor in the consignment note shall be entered. In the absence of such provisions, they must be entered in one of the official languages of the State of departure and a translation in one of the working languages of the Organisation must be added unless the particulars have been entered in one of those languages.

The particulars entered by the consignor in the consignment note shall be in Roman lettering, save where the supplementary provisions or international tariffs otherwise provide.

## ARTICLE 13

### Wording of the Consignment Note

§ 1. The consignment note must contain:

- (a) the name of the destination station;
- (b) the name and address of the consignee; only one individual or legal person shall be shown as consignee;
- (c) the description of the goods;

- (d) the mass, or failing that, comparable information in accordance with the provisions in force at the forwarding station;
- (e) the number of packages and a description of the packing in the case of consignments in less than wagon loads, and in the case of complete wagon loads comprising one or more packages, forwarded by rail-sea and requiring to be trans-shipped;
- (f) the number of the wagon and also, for privately-owned wagons, the tare, in the case of goods where the loading is the duty of the consignor;
- (g) a detailed list of the documents which are required by Customs or other administrative authorities and are attached to the consignment note or shown as held at the disposal of the railway at a named station or at an office of the Customs or of any other authority;
- (h) the name and address of the consignor; only one individual or legal person shall be shown as the consignor; if the provisions in force at the forwarding station so require, the consignor shall add to his name and address his written, printed or stamped signature.

The provisions in force at the forwarding station shall determine the meanings of the terms "wagon load" and "less than wagon load" for the whole of the route.

§ 2. The consignment note must, where appropriate, contain all the other particulars provided for in the Uniform Rules. It shall not contain other particulars unless they are required or allowed by the laws and regulations of a State, the supplementary provisions or the tariffs, and are not contrary to the Uniform Rules.

§ 3. Nevertheless, the consignor may insert in the consignment note in the space set apart for the purpose, but as information for the consignee, remarks relating to the consignment, without involving the railway in any obligation or liability.

§ 4. The consignment note shall not be replaced by other documents or supplemented by documents other than those prescribed or allowed by the Uniform Rules, the supplementary provisions or the tariffs.

## ARTICLE 14

### Route and tariffs applicable

§ 1. The consignor may stipulate in the consignment note the route to be followed, indicating it by reference to frontier points or frontier stations and where appropriate, to transit stations between railways. He may only stipulate frontier points and frontier stations which are open to traffic between the forwarding and destination places concerned.

§ 2. The following shall be regarded as routeing instructions:

- (a) designation of stations where formalities required by Customs or other administrative authorities are to be carried out, and of stations where special care is to be given to the goods (attention to animals, re-icing etc);
- (b) designation of the tariffs to be applied, if this is sufficient to determine the stations between which the tariffs requested are to be applied;
- (c) instructions as to the payment of the whole or a part of the charges up to X (X indicating by name the point at which the tariffs of adjacent countries are applied).

§ 3. Except in the cases specified in Article 3, §§ 4 and 5 and Article 33, § 1 the railway may not carry the goods by a route other than that stipulated by the consignor unless both:

- (a) the formalities required by Customs or other administrative authorities, as well as the special care to be given to the goods, will in any event be carried out at the stations indicated by the consignor; and
- (b) the charges and the transit periods will not be greater than the charges and transit periods calculated according to the route stipulated by the consignor.

Sub-paragraph (a) shall not apply to consignments in less than wagon loads if one of the participating railways is unable to adhere to the route chosen by the consignor by virtue of the routing instructions arising from its arrangements for the international carriage of consignments in less than wagon loads.

§ 4. Subject to the provisions of § 3, the charges and transit periods shall be calculated according to the route stipulated by the consignor or, in the absence of any such indication, according to the route chosen by the railway.

§ 5. The consignor may stipulate in the consignment note which tariffs are to be applied. The railway must apply such tariffs if the conditions laid down for their application have been fulfilled.

§ 6. If the instructions given by the consignor are not sufficient to indicate the route or tariffs to be applied, or if any of those instructions are inconsistent with one another, the railway shall choose the route or tariffs which appear to it to be the most advantageous to the consignor.

§ 7. The railway shall not be liable for any loss or damage suffered as a result of the choice made in accordance with § 6, except in the case of wilful misconduct or gross negligence.

## ARTICLE 15

### Payment of charges

§ 1. The charges (carriage charges, supplementary charges, Customs duties and other charges incurred from the time of acceptance for carriage to the time of delivery) shall be paid by the consignor or the consignee in accordance with the following provisions.

In applying these provisions, charges which, according to the applicable tariff, must be added to the standard rates or special rates when calculating the carriage charges, shall be deemed to be carriage charges.

§ 2. A consignor who undertakes to pay a part or all of the charges shall indicate this on the consignment note by using one of the following phrases:

- (a) (i) “carriage charges paid”, if he undertakes to pay carriage charges only;
- (ii) “carriage charges paid including . . .”, if he undertakes to pay charges additional to those for carriage, he shall give an exact description of those charges; additional indications, which may relate only to the supplementary charges or other charges incurred from the time of acceptance for carriage until the time of delivery as well as to sums collected either by Customs or other administrative authorities shall not result in any division of the total amount of any one category of charges (for example, the total amount of Customs duties and of other amounts payable to Customs, value added tax being regarded as a separate category);
- (iii) “carriage charges paid to X” (X indicating by name the point at which the tariffs of adjacent countries are applied), if he undertakes to pay carriage charges to X;
- (iv) “carriage charges paid to X including . . .” (X indicating by name the point at which the tariffs of adjacent countries are applied), if he undertakes to pay charges additional to those for carriage to X, but excluding all charges relating to the subsequent country or railway; the provisions of (ii) shall apply analogously;
- (b) “all charges paid”, if he undertakes to pay all charges (carriage charges, supplementary charges, Customs duties and other charges);
- (c) “charges paid not exceeding . . .”, if he undertakes to pay a fixed sum; save where the tariffs otherwise provide, this sum shall be expressed in the currency of the country of departure.

Supplementary and other charges which, according to the provisions in force at the forwarding station, are to be calculated for the whole of the route concerned, and the charge for interest in delivery laid down in Article 16, § 2, shall always be paid in full by the consignor in the case of payment of the charges in accordance with (a) (iv).

§ 3. - The International tariffs may, as regards payment of charges, prescribe the exclusive use of certain phrases set out in § 2 of this Article or the use of other phrases.

§ 4. The charges which the consignor has not undertaken to pay shall be deemed to be payable by the consignee. Nevertheless, such charges shall be payable by the consignor if the consignee has not taken possession of the consignment note nor asserted his rights under Article 28, § 4, nor modified the contract of carriage in accordance with Article 31.

§ 5. Supplementary charges, such as charges for demurrage and standage warehousing and weighing, which arise from an act attributable to the consignee or from a request which he has made, and shall always be paid to him.

§ 6. The forwarding railway may require the consignor to prepay the charges in the case of goods which in its opinion are liable to undergo rapid deterioration or which, by reason of their low value or their nature, do not provide sufficient cover for such charges.

§ 7. If the amount of the charges which the consignor undertakes to pay cannot be ascertained exactly at the time the goods are handed over for carriage, such charges shall be entered in a charges note and a settlement of accounts shall be made with the consignor not later than thirty days after the expiry of the transit period. The railway may require as security a deposit approximating to the amount of such charges, for which a receipt shall be given. A detailed account of charges drawn up from the particulars in the charges note shall be delivered to the consignor in return for the receipt.

§ 8. The forwarding station shall specify, in the consignment note and in the duplicate, the charges which have been prepaid, unless the provisions in force at the forwarding station provide that those charges are only to be specified in the duplicate. In the case provided for in § 7 of this Article these charges are not to be specified either in the consignment note or in the duplicate.

#### ARTICLE 16

##### **Interest in delivery**

§ 1. Any consignment may be the subject of a declaration of interest in delivery. The amount declared shall be shown in figures in the consignment note in the currency of the country of departure, in another currency determined by the tariffs or in units of account.

§ 2. The charge for interest in delivery shall be calculated for the whole of the route concerned, in accordance with the tariffs of the forwarding railway.

#### ARTICLE 17

##### **Cash on delivery and disbursements**

§ 1. The consignor may make the goods subject to a cash on delivery payment not exceeding their value at the time of acceptance at the forwarding station. The amount of such cash on delivery payment shall be expressed in the currency of the country of departure; the tariffs may provide for exceptions.

§ 2. The railway shall not be obliged to pay over any amount representing a cash on delivery payment unless the amount in question has been paid by the consignee. That amount shall be placed at the consignor's disposal within thirty days of payment by the consignee; interest at five per cent per annum shall be payable from the date of the expiry of that period.

§ 3. If the goods have been delivered, wholly or in part, to the consignee without prior collection of the amount of the cash on delivery payment, the railway shall pay the consignor the amount of any loss or damage sustained up to the total amount of the cash on delivery payment without prejudice to any right of recovery from the consignee.

§ 4. Cash on delivery consignments shall be subject to a collection fee laid down in the tariffs; such fee shall be payable notwithstanding cancellation or reduction of the amount of the cash on delivery payment by modification of the contract of carriage in accordance with Article 30, § 1.

§ 5. Disbursements shall only be allowed if made in accordance with the provisions in force at the forwarding station.

§ 6. The amounts of the cash on delivery payment and of disbursements shall be entered in figures on the consignment note.

#### ARTICLE 18

##### **Responsibility for particulars furnished in the consignment note**

The consignor shall be responsible for the correctness of the particulars inserted by, or for, him, in the consignment note. He shall bear all the consequences in the event of those particulars being irregular, incorrect, incomplete, or entered elsewhere than in the allotted space.

#### ARTICLE 19

##### **Condition, packing and marking of goods**

§ 1. When the railway accepts for carriage goods showing obvious signs of damage, it may require the condition of such goods to be indicated in the consignment note.

§ 2. When the nature of the goods is such as to require packing, the consignor shall pack them in such a way as to protect them from total or partial loss and from damage in transit and to avoid risk of injury or damage to persons, equipment or other goods.

Moreover the packing shall comply with the provisions in force at the forwarding station.

§ 3. If the consignor has not complied with the provisions of § 2, the railway may either refuse the goods or require the sender to acknowledge in the consignment note the absence of packing or the defective condition of the packing, with an exact description thereof.

§ 4. The consignor shall be liable for all the consequences of the absence of packing or defective condition of packing and shall in particular make good any loss or damage suffered by the railway from this cause. In the absence of any particulars in the consignment note, the burden of proof of such absence of packing or defective condition of the packing shall rest upon the railway.

§ 5. The supplementary provisions or the tariffs shall regulate the marking of packages by the consignor.

#### ARTICLE 20

##### **Handing over of goods for carriage and loading of goods**

§ 1. The handing over of goods for carriage shall be governed by the provisions in force at the forwarding station.

§ 2. Loading shall be the duty of the railway or the consignor according to the provisions in force at the forwarding station, unless otherwise provided in the Uniform Rules or unless the consignment note includes a reference to a special agreement between the consignor and the railway.

When the loading is the responsibility of the consignor, he shall comply with the load limit. If different load limits are in force on the lines traversed, the lowest load limit shall be applicable to the whole route. The provisions laying down load limits shall be published in the same manner as tariffs. If the consignor so requests, the railway shall inform him of the permitted load limit.

§ 3. The consignor shall be liable for all the consequences of defective loading carried out by him and shall, in particular, make good any loss or damage suffered by the railway through this cause. Nevertheless Article 15 shall apply to the payment of costs arising from the reloading of goods in the event of defective loading. The burden of proof of defective loading shall rest upon the railway.

§ 4. Unless otherwise provided in the Uniform Rules, goods shall be carried in covered wagons, open wagons, sheeted open wagons or specially equipped wagons according to the international tariffs. If there are no international tariffs, or if they do not contain any provisions on the subject, the provisions in force at the forwarding station shall apply throughout the whole of the route.

§ 5. The affixing of seals to wagons shall be governed by the provisions in force at the forwarding station.

The consignor shall indicate in the consignment note the number and description of the seals affixed to the wagons by him.

## ARTICLE 21

### Verification

§ 1. The railway shall always have the right to verify that the consignment corresponds with the particulars furnished in the consignment note by the consignor and that the provisions relating to the carriage of goods accepted subject to conditions have been complied with.

§ 2. If the contents of the consignment are examined for this purpose, the consignor or the consignee, according to whether the verification takes place at the forwarding station or the destination station, shall be invited to be present. Should the interested party not attend, or should the verification take place in transit, it shall be carried out in the presence of two witnesses not connected with the railway, unless the laws or regulations of the State where the verification takes place provide otherwise. The railway may not however carry out the verification in transit unless compelled to do so by operational necessities or by the requirements of the Customs or of other administrative authorities.

§ 3. The result of the verification of the particulars in the consignment note shall be entered therein. If verification takes place at the forwarding station, the result shall also be recorded in the duplicate of the consignment note if it is held by the railway.

If the consignment does not correspond with the particulars in the consignment note or if the provisions relating to the carriage of goods accepted subject to conditions have not been complied with, the costs of the verification shall be charged against the goods, unless paid at the time.

## ARTICLE 22

### Ascertainment of weight and number of packages

§ 1. The provisions in force in each State shall determine the circumstances in which the railway must ascertain the mass of the goods or the number of packages and the actual tare of the wagons.

The railway shall enter in the consignment note the results ascertained.

§ 2. If weighing by the railway, after the contract of carriage has been made, reveals a difference, the mass ascertained by the forwarding station or, failing that, the mass declared by the consignor, shall still be the basis for calculating the carriage charges:

- (a) if the difference is manifestly due to the nature of the goods or to atmospheric conditions; or
- (b) the weighing takes place on a weighbridge and does not reveal a difference exceeding two per cent of the mass ascertained by the forwarding station or failing that, of that declared by the consignor.

## ARTICLE 23

### Overloading

§ 1. When overloading of a wagon is established by the forwarding station or by an intermediate station, the excess load may be removed from the wagon even if no surcharge is payable. Where necessary the consignor or, if the contract of carriage has been modified in accordance with Article 31, the consignee shall be asked without delay to give instructions concerning the excess load.

§ 2. Without prejudice to the payment of surcharges under Article 24, the excess load shall be charged for the distance covered in accordance with the carriage charges applicable to the main load. If the excess load is unloaded, the charge for unloading shall be determined by the tariffs of the railway which carries out the unloading.

If the person entitled directs that the excess load be forwarded to the same destination station as the main load or to another destination station, or directs that it be returned to the forwarding station, the excess load shall be treated as a separate consignment.

## ARTICLE 24

### Surcharges

§ 1. Without prejudice to the railway's entitlement to the difference in carriage charges and to compensation for any possible loss or damage, the railway may impose:

- (a) a surcharge equal to one unit of account per kilogramme of gross mass of the whole package;
  - (i) in the case of irregular, incorrect or incomplete description of substances and articles not acceptable for carriage under the RID;
  - (ii) in the case of irregular, incorrect or incomplete description of substances and articles which under the RID are acceptable for carriage subject to conditions, or in the case of failure to observe such conditions.

The supplementary provisions may provide for other methods of calculating the surcharge, in particular a fixed surcharge for empty private owners' wagons.

- (b) a surcharge equal to five units of account per 100 kilogrammes of mass in excess of the load limit, where the wagon has been loaded by the consignor.

§ 2. The surcharges shall be charged against the goods irrespective of the place where the facts giving rise to the surcharges were established.

§ 3. The amount of the surcharges and the reason for imposing them must be entered in the consignment note.

§ 4. The supplementary provisions shall specify the case in which no surcharge is due.

## ARTICLE 25

### Documents for completion of administrative formalities. Customs seals

§ 1. The consignor must attach to the consignment note the documents necessary for the completion of formalities required by Customs or other administrative authorities before delivery of the goods. Such documents shall relate only to goods which are the subject of one and the same consignment note, unless otherwise provided by the requirements of Customs or of other administrative authorities or by the tariffs.

However, when these documents are not attached to the consignment note or if they are to be provided by the consignee, the consignor shall indicate in the consignment note the station, the Customs office or the office of any other authority where the respective documents will be made available to the railway and where the formalities must be completed. If the consignor will himself be present or be represented by an agent when the formalities required by Customs or other administrative authorities are carried out, it will suffice for the documents to be produced at the time when those formalities are carried out.



§ 2. The railway shall not be obliged to check whether the documents furnished are sufficient and correct.

§ 3. The consignor shall be liable to the railway for any loss or damage resulting from the absence or insufficiency of or any irregularity in such documents, save in the case of fault by the railway.

The railway shall, where it is at fault, be liable for any consequences arising from the loss, non-use or misuse of the documents referred to in the consignment note and accompanying it or deposited with the railway; nevertheless any compensation shall not exceed that payable in the event of loss of the goods.

§ 4. The consignor must comply with the requirements of Customs or of other administrative authorities with respect to the packing and sheeting of the goods. If the consignor has not packed or sheeted the goods in accordance with those requirements the railway shall be entitled to do so; the resulting cost shall be charged against the goods.

§ 5. The railway may refuse consignments when the seals affixed by Customs or other administrative authorities are damaged or defective.

## ARTICLE 26

### Completion of Administrative Formalities

§ 1. In transit, the formalities required by Customs or other administrative authorities shall be completed by the railway. The railway may, however, delegate that duty to an agent.

§ 2. In completing such formalities, the railway shall be liable for any fault committed by itself or by its agent; nevertheless, any compensation shall not exceed that payable in the event of loss of the goods.

§ 3. The consignor, by so indicating in the consignment note, or the consignee by giving orders as provided for in Article 31, may ask:

- (a) to be present himself or to be represented by an agent when such formalities are carried out, for the purpose of furnishing any information or explanations required;
- (b) to complete such formalities himself or to have them completed by an agent, in so far as the laws and regulations of the State in which they are to be carried out so permit;
- (c) to pay Customs duties and other charges, when he or his agent is present at or completes such formalities, in so far as the laws and regulations of the State in which they are carried out permit such payment.

Neither the consignor, nor the consignee who has the right of disposal, nor the agent of either may take possession of the goods.

§ 4. If, for the completion of the formalities, the consignor designated a station where the provisions in force do not permit of their completion, or if he has stipulated for the purpose any other procedure which cannot be followed, the railway shall act in the manner which appears to it to be the most favourable to the interests of the person entitled and shall inform the consignor of the measures taken.

If the consignor, by an entry in the consignment note, has undertaken to pay charges including Customs duty, the railway shall have the choice of completing Customs formalities either in transit or at the destination station.

§ 5. Subject to the exception provided for in the second subparagraph § 4, the consignee may complete Customs formalities at the destination station if that station has a Customs office and the consignment note requests Customs clearance on arrival, or, in the absence of such request, if the goods arrive under Customs control. The consignee may also complete these formalities at a destination station that has no Customs office if the national laws and regulations so permit or if the prior authority of the railway and the Customs authorities has been obtained. If the consignee exercises any of these rights, he shall pay in advance the amounts chargeable against the goods.

Nevertheless, the railway may proceed in accordance with § 4 if the consignee has not taken possession of the consignment note within the period fixed by the provisions in force at the destination station.

## ARTICLE 27

### Transit periods

§ 1. The transit periods shall be specified either by agreement between the railways participating in the carriage, or by the international tariffs applicable from the forwarding station to the destination station. For certain special types of traffic and on certain routes these periods may also be established on the basis of transport plans applicable between the railways concerned; in that case they must be included in international tariffs or special agreements which, where appropriate, may provide for derogations from §§ 3 to 9 below.

Such periods shall not in any case exceed those which would result from the application of the following paragraphs.

§ 2. In the absence of any indication in regard to the transit periods as provided for in § 1, and subject to the following paragraphs, the maximum transit periods shall be as follows:

(a) for wagon-load consignments:

period for despatch ... .. 12 hours;

period for carriage, for each 400 km or fraction thereof ... 24 hours;

(b) for less than wagon-load consignments:

period for despatch ... .. 24 hours;

period for carriage, for each 200 km or fraction thereof ... 24 hours;

All these distances shall relate to the kilometric distances contained in the tariffs.

§ 3. The period for despatch shall be counted only once, irrespective of the number of systems traversed. The period for carriage shall be calculated on the total distance between the forwarding station and the destination station.

§ 4. The railway may fix additional transit periods of specified duration in the following cases:

(a) consignments handed in for carriage, or to be delivered, at places other than stations;

(b) consignments to be carried:

(i) by lines of different gauge;

(ii) by sea or inland navigable waterway;

(iii) by road if there is no rail link;

(c) consignments charged at reduced rates in accordance with special or exceptional internal tariffs;

(d) exceptional circumstances causing an exceptional increase in traffic or exceptional operating difficulties.

§ 5. The additional transit period provided for in § 4 (a) to (c) shall be shown in the tariffs or in the provisions duly published in each State.

Those provided for in § 4 (d) must be published and may not come into force before their publication.

§ 6. The transit period shall run from midnight next following acceptance of the goods for carriage.

§ 7. Except in the case of any fault by the railway, the transit period shall be extended by the duration of the period necessitated by:

(a) verification or ascertainment in accordance with Article 21 and Article 22, § 1, which reveals differences from the particulars shown in the consignment note;

(b) completion of the formalities required by Customs or other administrative authorities;

- (c) modification of the contract of carriage under Article 30 or 31;
- (d) special care to be given to the goods;
- (e) the trans-shipment or reloading of any goods loaded defectively by the consignor;
- (f) any interruption of traffic temporarily preventing the commencement or continuation of carriage.

The reason for and the duration of such extensions shall be entered in the consignment note. If necessary proof may be furnished by other means.

§ 8. The transit period shall be suspended on Sundays and statutory holidays. It shall be suspended on Saturdays when the provisions in force in any State provide for the suspension of domestic railway transit periods on those days.

§ 9. When the transit period ends after the time at which the destination station closes, the period shall be extended until two hours after the time at which the station next opens.

§ 10. The transit period is observed if, before its expiry:

- (a) in cases where consignments are to be delivered at a station and notice of arrival must be given, such notice is given and the goods are held at the disposal of the consignee;
- (b) in cases where consignments are to be delivered at a station and notice of arrival need not be given, the goods are held at the disposal of the consignee;
- (c) in the case of consignments which are to be delivered at places other than stations, the goods are placed at the disposal of the consignee.

## ARTICLE 28

### Delivery

§ 1. The railway shall hand over the consignment note and deliver the goods to the consignee at the destination station against a receipt and payment of the amounts chargeable to the consignee by the railway.

Acceptance of the consignment note obliges the consignee to pay to the railway the amounts chargeable to him.

§ 2. It shall be equivalent to delivery to the consignee if, in accordance with the provisions in force at the destination station:

- (a) the goods have been handed over to Customs or *Octroi* authorities at their premises or warehouses, when these are not subject to railway supervision;
- (b) the goods have been deposited for storage with the railway, with a forwarding agent or in a public warehouse.

§ 3. The provisions in force at the destination station or the terms of any agreements with the consignee shall determine whether the railway is entitled or obliged to hand over the goods to the consignee elsewhere than at the destination station, whether in a private siding, at his domicile or in a railway depot. If the railway hands over the goods, or arranges for them to be handed over in a private siding, at his domicile or in a depot, delivery shall be deemed to have been effected at the time when they are so handed over. Save where the railway and the user of a private siding have agreed otherwise, operations carried out by the railway on behalf of and under the instructions of that user shall not be covered by the contract of carriage.

§ 4. After the arrival of the goods at the destination station, the consignee may require the railway to hand over the consignment note and deliver the goods to him.

If the loss of the goods is established or if the goods have not arrived on the expiry of the period provided for in Article 39, § 1, the consignee may assert, in his own name, any rights against the railway which he may have acquired by reason of the contract of carriage.

§ 5. The person entitled may refuse to accept the goods, even when he has received the consignment note and paid the charges, so long as an examination for which he has asked in order to establish alleged loss or damage has not been made.

§ 6. In all other respects, delivery of goods shall be carried out in accordance with the provisions in force at the destination station.

## ARTICLE 29

### Correction of charges

§ 1. In case of incorrect application of a tariff or of error in the calculation or collection of charges, undercharges shall be paid or overcharges repaid.

Undercharges shall be paid and overcharges shall be repaid only if they exceed eight units of account per consignment note. The repayment shall be made as a matter of course.

§ 2. If the consignee has not taken possession of the consignment note the consignor shall be obliged to pay to the railway any amounts undercharged. When the consignment note has been accepted by the consignee or the contract of carriage modified in accordance with Article 31, the consignor shall be obliged to pay any undercharge only to the extent that it relates to the costs which he has undertaken to pay by an entry in the consignment note. Any balance of the undercharge shall be paid by the consignee.

§ 3. Sums due under this Article shall bear interest at five per cent per annum from the day of receipt of the demand for payment or from the day of the claim referred to in Article 53 or, if there has been no such demand or claim, from the day on which legal proceedings are instituted.

If, within a reasonable period allotted to him, the person entitled does not submit to the railway the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the period laid down and the actual submission of such documents.

## TITLE III

### Modification of the contract of carriage

## ARTICLE 30

### Modification by the consignor

§ 1. The consignor may modify the contract of carriage by giving subsequent orders:

- (a) for the goods to be withdrawn at the forwarding station;
- (b) for the goods to be stopped in transit;
- (c) for delivery of the goods to be delayed;
- (d) for the goods to be delivered to a person other than the consignee shown in the consignment note;
- (e) for the goods to be delivered at a station other than the destination station shown in the consignment note;
- (f) for the goods to be returned to the forwarding station;
- (g) for the consignment to be made subject to a cash on delivery payment;
- (h) for a cash on delivery payment to be increased, reduced or cancelled;
- (i) for charges relating to a consignment which has not been prepaid to be debited to him, or for charges which he has undertaken to pay in accordance with Article 15, § 2 to be increased.

The tariffs of the following railway may provide that orders specified in (g) to (i) are not acceptable.

The supplementary provisions of the international tariffs in force between the railways participating in the carriage may provide for the acceptance of orders other than those listed above.

Orders must not in any event have the effect of splitting the consignment.

§ 2. Such orders shall be given by means of a declaration, in the form laid down by the railway.

The declaration shall be reproduced and signed by the consignor in the duplicate of the consignment note which shall be presented to the railway. The signature may be printed or replaced by the despatch stamp.

Any order given in a form other than that laid down shall be null and void.

§ 3. If the railway complies with the consignor's orders without requiring the production of the duplicate, where this has been sent to the consignee, the railway shall be liable to the consignee for any loss or damage caused thereby. Nevertheless, any compensation shall not exceed that payable in the event of loss of the goods.

§ 4. The consignor's right to modify the contract of carriage shall, notwithstanding that he is in possession of the duplicate of the consignment note, be extinguished in cases where the consignee:

- (a) has taken possession of the consignment note;
- (b) has accepted the goods;
- (c) has asserted his rights in accordance with Article 28, § 4;
- (d) is entitled, in accordance with Article 31, to give orders as soon as the consignment has entered the Customs territory of the country of destination.

From that time onwards, the railway shall comply with the orders and instructions of the consignee.

#### ARTICLE 31

##### **Modification by the consignee**

§ 1. When the consignor has not undertaken to pay the charges relating to carriage in the country of destination, and has not inserted in the consignment note the words "Consignee not authorised to give subsequent orders", the consignee may modify the contract of carriage by giving subsequent orders:

- (a) for the goods to be stopped in transit;
- (b) for delivery of the goods to be delayed;
- (c) for the goods to be delivered in the country of destination to a person other than the consignee shown in the consignment note;
- (d) for the goods to be delivered in the country of destination at a station other than the destination station shown in the consignment note, subject to contrary provisions in international tariffs;
- (e) for formalities required by Customs or other administrative authorities to be carried out in accordance with Article 26, § 3.

The supplementary provisions of the international tariffs in force between the railways participating in the carriage may provide for the acceptance of orders other than those listed above.

Orders must not in any case have the effect of splitting the consignment.

The consignee's orders shall only be effective after the consignment has entered the Customs territory of the country of destination.

§ 2. Such orders shall be given by means of a declaration, in the form laid down by the railway.

Any order given in a form other than that laid down shall be null and void.

§ 3. The consignee's right to modify the contract of carriage shall be extinguished in cases where he has:

- (a) taken possession of the consignment note;
- (b) accepted the goods;
- (c) asserted his rights in accordance with Article 28, § 4;
- (d) designated a person in accordance with § 1(c) and that person has taken possession of the consignment note, accepted the goods or asserted his rights in accordance with Article 28, § 4.

§ 4. If the consignee has given instructions for delivery of the goods to another person, that person shall not be entitled to modify the contract of carriage.

## ARTICLE 32

### Execution of subsequent orders

§ 1. The railway may not refuse to execute orders given under Articles 30 or 31 or delay doing so save where:

- (a) it is no longer possible to execute the orders by the time they reach the station responsible for doing so;
- (b) compliance with the orders would interfere with normal railway operations;
- (c) a change of destination station would contravene the laws and regulations of a State, and in particular the requirements of the Customs or of other administrative authorities;
- (d) in the case of a change of destination station, the value of the goods will not, in the railway's view, cover all the charges which would be payable on the goods on arrival at the new destination, unless the amount of such charges is paid or guaranteed immediately.

The person who has given the orders shall be informed as soon as possible of any circumstances which prevent their execution.

If the railway is not in a position to foresee such circumstances, the person who has given the orders shall be liable for all the consequences of starting to execute them.

§ 2. The charges arising from the execution of an order, except those arising from any fault by the railway, shall be paid in accordance with Article 15.

§ 3. Subject to § 1, the railway shall, in the case of any fault on its part, be liable for the consequences of failure to execute an order or failure to execute it properly. Nevertheless, any compensation shall not exceed that payable in the event of loss of the goods.

## ARTICLE 33

### Circumstances preventing carriage

§ 1. When circumstances prevent the carriage of goods, the railway shall decide whether it is preferable to carry the goods as a matter of course by modifying the route or whether it is advisable in the consignor's interest to ask him for instructions and at the same time give him any relevant information available to the railway.

Save fault on its part, the railway may recover the carriage charges applicable to the route followed and shall be allowed the transit periods applicable to such route.

§ 2. If it is impossible to continue carrying the goods, the railway shall ask the consignor for instructions. It shall not be obliged to do so in the event of carriage being temporarily prevented as a result of measures taken in accordance with Article 3, § 4.

§ 3. The consignor may enter in the consignment note instructions to cover the event of circumstances preventing carriage.

If the railway considers that such instructions cannot be executed, it shall ask for fresh instructions.

§ 4. If the instructions of the consignor change the consignee or the destination station or are given at the station where the goods are being held, the consignor must enter them in the duplicate of the consignment note and present this to the railway.

§ 5. If the railway complies with the consignor's instructions without requiring the production of the duplicate, when this has been sent to the consignee, the railway shall be liable to the consignee for any loss or damage caused thereby. Nevertheless, any compensation shall not exceed that payable in the event of loss of the goods.

§ 6. If the consignor, on being notified of a circumstance preventing carriage, fails to give within a reasonable time instructions which can be executed, the railway shall take action in accordance with the provisions relating to circumstances preventing delivery, in force at the place where the goods have been held up.

If the goods have been sold, the proceeds of sale, less any amounts chargeable against the goods, shall be held at the disposal of the consignor. If the proceeds are less than those costs, the consignor shall pay the difference.

§ 7. When the circumstances preventing carriage cease to obtain before the arrival of instructions from the consignor, the goods shall be forwarded to their destination without waiting for such instructions; the consignor shall be notified to that effect as soon as possible.

§ 8. When the circumstances preventing carriage arise after the consignee has modified the contract of carriage in accordance with Article 31, the railway shall notify the consignee. §§ 1, 2, 6, 7 and 9 shall apply analogously.

§ 9. Save fault on its part, the railway may raise demurrage or standage charges if circumstances prevent carriage.

§ 10. Article 32 shall apply to carriage undertaken in accordance with Article 33.

#### ARTICLE 34

##### **Circumstances preventing delivery**

§ 1. When circumstances prevent delivery of the goods, the railway shall without delay notify the consignor to ask for his instructions.

§ 2. When the circumstances preventing delivery cease to obtain before arrival at the destination station of instructions from the consignor the goods shall be delivered to the consignee. The consignor shall be notified without delay.

§ 3. If the consignee refuses the goods, the consignor shall be entitled to give instructions even if he is unable to produce the duplicate of the consignment note.

§ 4. The consignor may also request, by an entry in the consignment note, that the goods be returned to him as a matter of course in the event of circumstances preventing delivery. Unless such request is made, his express consent is required.

§ 5. Except as otherwise provided for above, the railway responsible for delivery shall proceed in accordance with the provisions in force at the place of delivery.

If the goods have been sold, the proceeds of sale, less any costs chargeable against the goods, shall be held at the disposal of the consignor. If such proceeds are less than those costs, the consignor shall pay the difference.

§ 6. When the circumstances preventing delivery arise after the consignee has modified the contract of carriage in accordance with Article 31, the railway shall notify the consignee. §§ 1, 2 and 6 shall apply analogously.

§ 7. Article 32 shall apply to carriage undertaken in accordance with Article 34.

## **TITLE IV**

### **Liability**

#### **ARTICLE 35**

##### **Collective responsibility of railways**

§ 1. The railway which has accepted goods for carriage with the consignment note shall be responsible for the carriage over the entire route up to delivery.

§ 2. Each succeeding railway, by the very act of taking over the goods with the consignment note, shall become a party to the contract of carriage in accordance with the terms of that document and shall assume the obligations arising therefrom, without prejudice to the provisions of Article 55, § 3, relating to the railway of destination.

#### **ARTICLE 36**

##### **Extent of liability**

§ 1. The railway shall be liable for loss or damage resulting from the total or partial loss of, or damage to, the goods between the time of acceptance for carriage and the time of delivery and for the loss or damage resulting from the transit period being exceeded.

§ 2. The railway shall be relieved of such liability if the loss or damage or the exceeding of the transit period was caused by a fault on the part of the person entitled, by an order given by the person entitled other than as a result of a fault on the part of the railway, by inherent vice of the goods (decay, wastage, etc.) or by circumstances which the railway could not avoid and the consequences of which it was unable to prevent.

§ 3. The railway shall be relieved of such liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:

- (a) carriage in open wagons under the conditions applicable thereto or under an agreement made between the consignor and the railway and referred to in the consignment note;
- (b) absence or inadequacy of packing in the case of goods which by their nature are liable to loss or damage when not packed or when not properly packed;
- (c) loading operations carried out by the consignor or unloading operations carried out by the consignee under the provisions applicable thereto or under an agreement made between the consignor and the railway and referred to in the consignment note, or under an agreement between the consignee and the railway;
- (d) defective loading, when loading has been carried out by the consignor under the provisions applicable thereto or under an agreement made between the consignor and the railway and referred to in the consignment note;
- (e) completion by the consignor, the consignee or an agent of either, of the formalities required by Customs or other administrative authorities;
- (f) the nature of certain goods which renders them inherently liable to total or partial loss or damage, especially through breakage, rust, interior and spontaneous decay, desiccation or wastage;
- (g) irregular, incorrect or incomplete description of articles not acceptable for carriage or acceptable subject to conditions, or failure on the part of the consignor to observe the prescribed precautions in respect of articles acceptable subject to conditions;
- (h) carriage of live animals;
- (i) carriage which, under the provisions applicable or under an agreement made between the consignor and the railway and referred to in the consignment note, must be accompanied by an attendant, if the loss or damage results from any risk which the attendant was intended to avert.



## ARTICLE 37

### **Burden of Proof**

§ 1. The burden of proving that the loss, the damage or the exceeding of the transit period was due to one of the causes specified in Article 36, § 2 shall rest upon the railway.

§ 2. When the railway establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the special risks referred to in Article 36, § 3, it shall be presumed that it did so arise. The person entitled shall, however, have the right to prove that the loss or damage was not attributable either wholly or partly to one of those risks.

This presumption shall not apply in the case referred to in Article 36, § 3(a) if an abnormally large quantity has been lost or if a package has been lost.

## ARTICLE 38

### **Presumption in case of reconsignment**

§ 1. When a consignment despatched in accordance with the Uniform Rules has been reconsigned subject to the same Rules and partial loss or damage has been ascertained after the reconsignment, it shall be presumed that it occurred during the latest contract of carriage if the consignment remained in the care of the railway and was reconsigned in the same condition as it arrived at the station from which it was reconsigned.

§ 2. This presumption shall also apply when the contract of carriage prior to the reconsignment was not subject to the Uniform Rules, if the Rules would have applied in the case of a through consignment from the original forwarding station to the final destination station.

This presumption shall moreover apply when the contract of carriage prior to the reconsignment was subject to a comparable international convention on international through rail transport, and when this contains the same presumption of law in favour of consignments sent in accordance with the Uniform Rules.

## ARTICLE 39

### **Presumption of loss of goods**

§ 1. The person entitled may, without being required to furnish further proof, consider the goods lost when they have not been delivered to the consignee or are not being held at his disposal within thirty days after the expiry of the transit periods.

§ 2. The person entitled may, on receipt of compensation for the lost goods, make a written request to be notified without delay should the goods be recovered within one year after the payment of compensation. The railway shall give a written acknowledgement of such request.

§ 3. Within thirty days after receipt of such notification, the person entitled may require the goods to be delivered to him at any station on the route. In that case he shall pay the charges in respect of carriage from the forwarding station to the station where delivery is effected and shall refund the compensation received, less any costs which may have been included therein. Nevertheless he shall retain his rights to claim compensation for exceeding the transit period provided for in Article 43 and 46.

§ 4. In the absence of the request mentioned in § 2 or of any instructions given within the period specified in § 3, or if the goods are recovered more than one year after the payment of compensation, the railway shall dispose of them in accordance with the laws and regulations of the State having jurisdiction over the railway.

## ARTICLE 40

### Compensation for loss

§ 1. In the event of total or partial loss of the goods the railway must pay, to the exclusion of all other damages, compensation calculated according to the commodity exchange quotation or, if there is no such quotation, according to the current market price, or if there is neither such quotation nor such price, according to the normal value of goods of the same kind and quality at the time and place at which the goods were accepted for carriage.

§ 2. Compensation shall not exceed 17 units of account per kilogramme of gross mass short.

§ 3. The railway shall in addition refund carriage charges, Customs duties and other amounts incurred in connection with carriage of the lost goods.

## ARTICLE 41

### Liability for wastage in transit

§ 1. In respect of goods which, by reason of their nature, are generally subject to wastage in transit by the sole fact of carriage, the railway shall only be liable to the extent that the wastage exceeds the following allowances, whatever the length of the route:

(a) two per cent of the mass for liquid goods or goods consigned in a moist condition;

(b) one per cent of the mass for dry goods.

§ 2. The limitation of liability provided for in § 1 may not be invoked if, having regard to the circumstances of a particular case, it is proved that the loss was not due to causes which would justify an allowance.

§ 3. Where several packages are carried under a single consignment note, the wastage in transit shall be calculated separately for each package if its mass on despatch is shown separately in the consignment note or can otherwise be ascertained.

§ 4. In the event of total loss of goods or in the case of loss of a package, no deduction for wastage in transit shall be made in calculating the compensation payable.

§ 5. This Article shall not derogate from Articles 36 and 37.

## ARTICLE 42

### Compensation for damage

§ 1. In case of damage to goods, the railway must pay compensation equivalent to the loss in value of the goods, to the exclusion of all other damages. The amount shall be calculated by applying to the value of the goods as defined in Article 40 the percentage of loss in value noted at the place of destination.

§ 2. The compensation may not exceed:

(a) if the whole consignment has lost value through damage, the amount which would have been payable in case of total loss;

(b) if only part of the consignment has lost value through damage, the amount which would have been payable had that part been lost.

§ 3. The railway shall in addition refund the amounts provided for in Article 40, § 3, in the proportion set out in § 1.

#### ARTICLE 43

##### **Compensation for exceeding the transit period**

§ 1 If loss or damage has resulted from the transit period being exceeded, the railway shall pay compensation not exceeding four times the carriage charges.

§ 2. In case of total loss of the goods, the compensation provided for in §1 shall not be payable in addition to that provided for in Article 40.

§ 3. In case of partial loss of the goods, the compensation provided for in §1 shall not exceed three times the carriage charges in respect of that part of the consignment which has not been lost.

§ 4. In case of damage to the goods, not resulting from the transit period being exceeded, the compensation provided for in §1 shall, where appropriate, be payable in addition to that provided for in Article 42.

§ 5. In no case shall the total of compensation payable under §1 together with that payable under Articles 40 and 42 exceed the compensation which would be payable in the event of total loss of the goods.

§ 6. The railway may provide, in international tariffs or in special agreements, for other forms of compensation than those provided for in §1 when, in accordance with Article 27, §1, the transit period has been established on the basis of transport plans.

If, in this case, the transit periods provided for in Article 27, §2 are exceeded, the person entitled may demand either the compensation provided for in §1 above or that determined by the international tariff or the special agreement applied.

#### ARTICLE 44

##### **“ Loss of the right to invoke the limits of liability ”**

“ The liability limits provided for in Articles 25, 26, 30, 32, 33, 40, 42, 43, 45 and 46 shall not apply if it is proved that the loss or damage resulted from an act or omission, on the part of the railway, done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage will probably result.”

#### ARTICLE 45

##### **Limitation of compensation under certain tariffs**

When the railway agrees to special conditions of carriage through special or exceptional tariffs, involving a reduction in the carriage charge calculated on the basis of the general tariffs, it may limit the amount of compensation payable to the person entitled in the case of exceeding of the transit period, provided that such limit is indicated in the tariff.

When the special conditions of carriage apply only to part of the route, the limit may only be invoked if the event giving rise to the compensation occurred on that part of the route.

#### ARTICLE 46

##### **Compensation in case of interest in delivery**

In case of a declaration of interest in delivery, further compensation for loss or damage proved may be claimed, in addition to the compensation provided for in Articles 40, 42, 43 and 45, up to the amount declared.

**“ Conversion of, and interest on, compensation ”**

**“ § 1 When the calculation of the compensation requires the conversion of sums expressed in foreign currencies, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.”**

§ 2 The person entitled may claim interest on compensation payable, calculated at five per cent per annum, from the date of the claim referred to in Article 53 or, if no such claim has been made, from the day on which legal proceedings are instituted.

§ 3 Interest shall only be payable if the compensation exceeds eight units of account per consignment note.

§ 4. If, within a reasonable period allotted to him, the person entitled does not submit to the railway the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the period laid down and the actual submission of such documents.

## ARTICLE 48

**Liability in respect of rail-sea traffic**

§ 1. In rail-sea transport by the services referred to in Article 2, § 2 of the Convention each State may, by requesting that a suitable note be included in the list of lines or services to which the Uniform Rules apply, indicate that the following ground for exemption from liability will apply in their entirety in addition to those provided for in Article 36.

The carrier may only avail himself of these grounds for exemption if he proves that the loss, damage or exceeding of the transit period occurred in the course of the sea journey between the time when the goods were loaded on board the ship and the time when they were discharged from the ship.

The grounds for exemption are as follows:

- (a) act, neglect or default on the part of the master, a mariner, pilot or the carrier's servants in the navigation or management of the ship;
- (b) unseaworthiness of the ship, if the carrier proves that the unseaworthiness is not attributable to lack of due diligence on his part to make the ship seaworthy, to ensure that it is properly manned, equipped and supplied or to make all parts of the ship in which the goods are loaded fit and safe for their reception, carriage and protection;
- (c) fire, if the carrier proves that it was not caused by his act or fault, or that of the master, a mariner, pilot or the carrier's servants;
- (d) perils, dangers and accidents of the sea or other navigable waters;
- (e) saving or attempting to save life or property at sea;
- (f) the loading of goods on the deck of the ship, if they are so loaded with the consent of the consignor given in the consignment note and are not in wagons.

The above grounds for exemption in no way affect the general obligations of the carrier and, in particular, his obligation to exercise due diligence to make the ship seaworthy, to ensure that it is properly manned, equipped and supplied and to make all parts of the ship in which the goods are loaded fit and safe for their reception, carriage and protection.

Even when the carrier can rely on the foregoing grounds for exemption, he shall nevertheless remain liable if the person entitled proves that the loss, damage or exceeding of the transit period is due to a fault of the carrier, the master, a mariner, pilot or the carrier's servants, fault other than provided for under (a).

§ 2. Where one and the same sea route is served by several undertakings included in the list referred to in Articles 3 and 10 of the Convention, the regime of liability applicable to that route shall be the same for all those undertakings.

In addition, where such undertakings have been included in the list at the request of several States, the adoption of this regime shall be the subject of prior agreement between those States.

§ 3. The measures taken under this Article shall be notified to the Central Office. They shall come into force at the earliest at the expiry of a period of thirty days from the date of the letter by which the Central Office notifies them to other States.

Consignments already in transit shall not be affected by such measures.

#### ARTICLE 49

##### **Liability in case of nuclear incidents**

The railway shall be relieved of liability under the Uniform Rules for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to a State's laws and regulations governing liability in the field of nuclear energy.

#### ARTICLE 50

##### **Liability of the railway for its servants**

The railway shall be liable for its servants and for any other persons whom it employs to perform the carriage.

If however such servants and other persons, at the request of an interested party, make out consignment notes, make translations or render other services which the railway itself is under no obligation to render, they shall be deemed to be acting on behalf of the person to whom the services are rendered.

#### ARTICLE 51

##### **Other actions**

In all cases to which the Uniform Rules apply, any action in respect of liability on any grounds whatsoever may be brought against the railway only subject to the conditions and limitations laid down in the Rules.

The same shall apply to any action brought against those servants and other persons for whom the railway is liable under Article 50.

### **TITLE V**

#### **Assertion of Rights**

#### ARTICLE 52

##### **Ascertainment of partial loss or damage**

§ 1. When partial loss of, or damage to, goods is discovered or presumed by the railway or alleged by the person entitled, the railway must without delay, and if possible in the presence of the person entitled, draw up a report stating, according to the nature of the loss or damage, the condition of the goods, their mass and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.

A copy of the report must be supplied free of charge to the person entitled.

§ 2. Should the person entitled not accept the findings in the report, he may request that the condition and mass of the goods and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties or by a court. The procedure to be followed shall be governed by the laws and regulations of the State in which such ascertainment takes place.

## ARTICLE 53

### Claims

§1. Claims relating to the contract of carriage shall be made in writing to the railway specified in Article 55.

§2. A claim may be made by persons who have the right to bring an action against the railway under Article 54.

§3. To make the claim, the consignor must produce the duplicate of the consignment note. Failing this, he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the consignment.

To make the claim, the consignee must produce the consignment note if it has been handed over to him.

§4. The consignment note, the duplicate and any other documents which the person entitled thinks fit to submit with the claim shall be produced either in the original or as copies, the copies to be duly authenticated if the railway so requires.

On settlement of the claim, the railway may require the production, in the original form, of the consignment note, the duplicate or the cash on delivery voucher so that they may be endorsed to the effect that settlement has been made.

## ARTICLE 54

### Persons who may bring an action against the railway

§1. An action for the recovery of a sum paid under the contract of carriage may only be brought by the person who made the payment.

§2. An action in respect of the cash on-delivery payments provided for in Article 17 may only be brought by the consignor.

§3. Other actions arising from the contract of carriage may be brought:

(a) by the consignor, until such time as the consignee has:

- (i) taken possession of the consignment note,
- (ii) accepted the goods, or
- (iii) asserted his rights under Article 28, §4, or Article 31;

(b) by the consignee, from the time when he has:

- (i) taken possession of the consignment note,
- (ii) accepted the goods,
- (iii) asserted his rights under Article 28, §4, or
- (iv) asserted his rights under Article 31 provided that the right of action shall be extinguished from the time when the person designated by the consignee in accordance with Article 31, §1(c) has taken possession of the consignment note, accepted the goods, or asserted his rights under Article 28, §4.

§4. In order to bring an action, the consignor must produce the duplicate of the consignment note. Failing this, in order to bring an action under §3(a) he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the consignment.

In order to bring an action, the consignee shall produce the consignment note if it has been handed over to him.

## ARTICLE 55

### Railways against which an action may be brought

§1. An action for the recovery of a sum paid under the contract of carriage may be brought against the railway which has collected that sum or against the railway on whose behalf it was collected.

§ 2. An action in respect of the cash on delivery payments provided for in Article 17 may only be brought against the forwarding railway.

§ 3. Other actions arising from the contract of carriage may be brought against the forwarding railway, the railway of destination or the railway on which the event giving rise to the proceedings occurred.

Such actions may be brought against the railway of destination even if it has received neither the goods nor the consignment note.

§ 4. If the plaintiff can choose between several railways, his right to choose shall be extinguished as soon as he brings an action against any one of them.

§ 5. An action may be brought against a railway other than those specified in §§ 1, 2 and 3 when instituted by way of counterclaim or by way of exception to the principal claim based on the same contract of carriage.

## ARTICLE 56

### Competence

Actions brought under the Uniform Rules may only be instituted in the competent court of the State having jurisdiction over the defendant railway, unless otherwise provided in agreements between States or in acts of concession.

When a railway operates independent railway systems in different States, each system shall be regarded as a separate railway for the purposes of this Article.

## ARTICLE 57

### Extinction of right of action against the railway

§ 1. Acceptance of the goods by the person entitled shall extinguish all rights of action against the railway arising from the contract of carriage in case of partial loss, damage or exceeding of the transit period.

§ 2. Nevertheless, the right of action shall not be extinguished:

- (a) in the case of partial loss or of damage, if:
  - (i) the loss or damage was ascertained before the acceptance of the goods in accordance with Article 52 by the person entitled;
  - (ii) the ascertainment which should have been carried out under Article 52 was omitted solely through the fault of the railway;
- (b) in the case of loss or damage which is not apparent and is not ascertained until after acceptance of the goods by the person entitled, provided that he:
  - (i) asks for ascertainment in accordance with Article 52 immediately after discovery of the loss or damage and not later than seven days after the acceptance of the goods;
  - (ii) and, in addition, proves that the loss or damage occurred between the time of acceptance for carriage and the time of delivery.
- (c) in cases where the transit period has been exceeded, if the person entitled has, within sixty days, asserted his rights against one of the railways referred to in Article 55, § 3;
- (d) if the person entitled furnishes proof that the loss or damage was caused by wilful misconduct or gross negligence on the part of the railway.

§ 3. If the goods have been recognised in accordance with Articles 38, § 1 rights of action in case of partial loss or of damage, arising from one of the previous contracts of carriage, shall be extinguished as if there had been only one contract of carriage.

## ARTICLE 58

### Limitation of actions

§ 1. The period of limitation for an action arising from the contract of carriage shall be one year.

Nevertheless, the period of limitation shall be two years in the case of an action:

- (a) to recover a cash on delivery payment collected by the railway from the consignee;
- (b) to recover the proceeds of a sale effected by the railway;
- (c) **for loss or damage resulting from an act or omission done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage will probably result;**
- (d) arising from one of the contracts of carriage prior to the reconsignment in the case provided for in Article 38, § 1.

§ 2. The period of limitation shall run;

- (a) in actions for compensation for total loss, from the thirtieth day after the expiry of the transit period;
- (b) in actions for compensation for partial loss, for damage or for exceeding the transit period, from the day when delivery took place;
- (c) in actions for payment or refund of carriage charges, supplementary charges, other charges or surcharges, or for correction of charges in case of a tariff being wrongly applied or of an error in calculation or collection:
  - (i) if payment has been made, from the day of payment;
  - (ii) if payment has not been made, from the day when the goods were accepted for carriage if payment is due from the consignor, or from the day when the consignee took possession of the consignment note if payment is due from him;
  - (iii) in the case of sums to be paid under a charges note, from the day on which the railway submits to the consignor the account of charges provided for in Article 15, § 7; if no such account has been submitted, the period in respect of sums due to the railway shall run from the thirtieth day following the expiry of the transit period;
- (d) in an action by the railway for recovery of a sum which has been paid by the consignee instead of by the consignor or vice versa and which the railway is required to refund to the person entitled, from the day of the claim for a refund;
- (e) in actions relating to cash on delivery as provided for in Article 17, from the thirtieth day following the expiry of the transit period;
- (f) in actions to recover the proceeds of a sale, from the day of the sale;
- (g) in actions to recover additional duty demanded by Customs or other administrative authorities, from the day of the demand made by such authorities;
- (h) in all other cases, from the day when the right of action arises.

The day indicated for the commencement of the period of limitation shall not be included in the period.

§ 3. When a claim is presented to a railway in accordance with Article 53 together with the necessary supporting documents, the period of limitation shall be suspended until the day that the railway rejects the claim by notification in writing and returns the documents. If part of the claim is admitted, the period of limitation shall recommence in respect of that part of the claim still in dispute. The burden of proof of receipt of the claim or of the reply and of the return of the documents shall rest on the party who relies on those facts.

The period of limitation shall not be suspended by further claims having the same object.

§ 4. A right of action which has become time-barred may not be exercised by way of counter claim or relied upon by way of exception.

§ 5. Subject to the foregoing provisions, the suspension and interruption of periods of limitation shall be governed by national law.



**TITLE VI**  
**Relations between Railways**

**ARTICLE 59**

**Settlement of accounts between railways**

§ 1. Any railway which has collected, either at the time of forwarding or on arrival, charges or other sums due under the contract of carriage must pay to the railways concerned their respective shares.

The methods of payment shall be settled by agreements between railways.

§ 2. The forwarding railway shall be liable for carriage and other charges which it has failed to collect when the consignor has undertaken to pay them in accordance with Article 15.

§ 3. Should the railway of destination deliver the goods without collecting charges or other sums due under the contract of carriage, it shall be liable for these amounts.

§ 4. Should one railway default in payment and such default be confirmed by the Central Office at the request of one of the creditor railways, the consequences thereof shall be borne by all the other railways which have taken part in the carriage in proportion to their shares of the carriage charges.

The right of recovery against the defaulting railway shall not be affected.

**ARTICLE 60**

**Recourse in case of loss or damage**

§ 1. A railway which has paid compensation in accordance with the Uniform Rules, for total or partial loss or for damage, has a right of recourse against the other railways which have taken part in the carriage in accordance with the following provisions:

- (a) the railway which has caused the loss or damage shall be solely liable for it;
- (b) when the loss or damage has been caused by more than one railway, each shall be liable for the loss or damage it has caused; if such distinction cannot be made, the compensation shall be apportioned between those railways in accordance with (c);
- (c) if it cannot be proved that the loss or damage has been caused by one or more railways in particular, the compensation shall be apportioned between all the railways which have taken part in the carriage, except those which can prove that the loss or damage was not caused on their lines; such apportionment shall be in proportion to the kilometric distances contained in the tariffs.

§ 2. In the case of the insolvency of any one of the railways, the unpaid share due from it shall be apportioned among all the other railways which have taken part in the carriage, in proportion to the kilometric distances contained in the tariffs.

**ARTICLE 61**

**Recourse in case of exceeding the transit period**

§ 1. Article 60 shall apply where compensation is paid for exceeding the transit period. If this has been caused by more than one railway, the compensation shall be apportioned between such railways in proportion to the length of the delay occurring on their respective lines.

§ 2. The transit periods specified in Article 27 shall be apportioned in the following manner:

- (a) where two railways have taken part in the carriage:
  - (i) the period for despatch shall be divided equally;
  - (ii) the period for transport shall be divided in proportion to the kilometric distances contained in the tariffs;

- (b) where three or more railways have taken part in the carriage:
- (i) the period for despatch shall be divided equally between the forwarding railway and the railway of destination;
  - (ii) the period for transport shall be divided between all the railways:
    - one-third in equal shares
    - the remaining two-thirds in proportion to the kilometric distances contained in the tariffs.
- § 3. Any additional periods to which a railway may be entitled shall be allocated to that railway.
- § 4. The interval between the time when the goods are handed over to the railway and commencement of the period for despatch shall be allocated exclusively to the forwarding railway.
- § 5. Such apportionment shall only apply if the total transit period has been exceeded.

## ARTICLE 62

### Procedure for recourse

- § 1. The validity of the payment made by the railway exercising one of the rights of recourse under Articles 60 and 61 may not be disputed by the railway against which the right of recourse is exercised, when compensation has been determined by a court and when the latter railway duly served with notice, has been afforded an opportunity to intervene in the proceedings. The court seized of the main proceedings shall determine what time shall be allowed for such notification and for intervention in the proceedings.
- § 2. A railway exercising its right of recourse must take proceedings by one and the same action against all the railways concerned with which it has not reached a settlement, failing which it shall lose its right of recourse in the case of those against which it has not taken proceedings.
- § 3. The court shall give its decision in one and the same judgment on all recourse claims brought before it.
- § 4. The railways against which such action has been brought shall have no further right of recourse.
- § 5. Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled on the basis of the contract of carriage.

## ARTICLE 63

### Competence for recourse

- § 1. The courts of the country in which the railway against which the recourse claim has been made, has its headquarters shall have exclusive competence for all recourse claims.
- § 2. When the action is to be brought against several railways, the plaintiff railway shall be entitled to choose the court in which it will bring the proceedings from among those having competence under § 1.

## ARTICLE 64

### Agreements concerning recourse

- By agreement, railways may derogate from the provisions concerning reciprocal rights of recourse set out in Title VI, apart from that contained in Article 62, § 5.

## **TITLE VII**

### **Exceptional Provisions**

#### **ARTICLE 65**

##### **Temporary derogations**

§ 1. If the economic and financial position of any State is such as to cause serious difficulty in applying Title VI, two or more other States may, by agreements, derogate from Articles 15, 17 and 30 by determining, for traffic with the State in difficulty, that:

- (a) consignments from each of them shall be forwarded charges paid by the consignor as far as the frontiers of the State in difficulty, but not beyond;
- (b) consignments to destinations in each of them shall be forwarded charges paid by the consignor as far as the frontiers of the State in difficulty, but not beyond;
- (c) consignments to or from the State in difficulty must not be made subject to any cash on delivery payment or disbursement, except up to specified amounts;
- (d) the consignor may not modify the contract of carriage as far as concerns the country of destination, pre-payment of charges and cash on delivery payments.

§ 2. Under the conditions specified in § 1 and with the authorisation of their Governments, the railways which have dealings with the railway of the State in difficulty may agree upon a derogation from Articles 15, 17, 30 and 31 in the traffic exchanged between them and the railway of the State in difficulty.

Such a derogation shall be decided by a two thirds majority of the railways having dealings with the railway of the State in difficulty.

§ 3. Measures taken in accordance with §§ 1 and 2 shall be notified to the Central Office.

The measures set out in § 1 shall come into force at the earliest on the expiry of a period of eight days from the date of the letter by which the Central Office shall have notified such measures to the other States.

The measures set out in § 2 shall come into force at the earliest on the expiry of a period of two days from the date of their publication in the States concerned.

§ 4. Consignments already in transit shall not be affected by such measures.

§ 5. Notwithstanding the provisions of this Article, each State may take unilateral measures in accordance with Article 3, § 4, letter (b).

#### **ARTICLE 66**

##### **Derogations**

The provisions of the Uniform Rules shall not prevail over those provisions which certain States are obliged to adopt, in traffic among themselves, in pursuant of certain Treaties such as the Treaties relating to the European Coal and Steel Community and the European Economic Community.

## **ANNEX I**

(ARTICLES 4 AND 5)

### **Regulations concerning the International Carriage of Dangerous Goods by Rail (RID)**

The text of this Annex shall be that drawn up by the Committee of Experts, in accordance with Article 69, § 4 of the International Convention concerning the Carriage of Goods by Rail (CIM) of 7 February 1970, for the International Regulations concerning the Carriage of Dangerous Goods by Rail (RID), Annex I to the CIM. The Committee of Experts shall also edit the text to bring it into line with the Convention concerning the International Carriage of Goods by Rail of 9 May 1980.

## **ANNEX II**

(ARTICLE 8, § 1)

### **Regulations concerning the International Haulage of Private Owners' Wagons by Rail (RIP)**

The text of this Annex shall be that drawn up by the Committee of Experts, in accordance with Article 69, § 4 of the International Convention concerning the Carriage of Goods by Rail (CIM) of 7 February 1970, for the International Regulations concerning the Haulage of Private Owners' Wagons (RIP), Annex IV to the CIM. The Committee of Experts shall also edit the text to bring it into line with the Convention concerning the International Carriage of Goods by Rail of 9 May 1980.

The text of this Annex is so drawn up as follows:

### **Regulations concerning the International Haulage of Private Owners' Wagons by Rail (RIP)**

#### **ARTICLE 1**

##### **Purpose of the regulations**

1. These regulations shall apply to all haulage of private owners' wagons, empty or loaded, accepted for international traffic in accordance with Article 2 of this annex and consigned under the conditions of the CIM Uniform Rules.
2. In the absence of specific provisions in these regulations, the other provisions of the Uniform Rules shall apply to the haulage referred to in paragraph 1 above.

#### **ARTICLE 2**

##### **Acceptance of wagons for international traffic**

To be accepted for international traffic, wagons shall be registered in the name of a private party (whether an individual, a firm or a corporate body) by a railway to whose lines the Uniform Rules apply and shall be marked by that railway with the distinguishing mark **PE**.

In these regulations the private party, whose name shall be marked on the wagon, is referred to as the "owner".

#### **ARTICLE 3**

##### **Use of wagons**

The consignor may only use the wagon for the carriage of goods for which it is designated in accordance with the contract of registration. The consignor shall be solely responsible for the consequences resulting from the failure to observe this provision.

## ARTICLE 4

### Special apparatus

If the wagon is equipped with special apparatus (refrigerating equipment, water tanks, machinery, etc.), the consignor shall be responsible for the servicing of such equipment or for arranging for it to be serviced. This duty shall pass to the consignee as soon as he exercises his rights under article 28 or 31 of the Uniform Rules.

## ARTICLE 5

### Presenting of wagons for haulage

1. The right to present a wagon for haulage shall be vested in the owner.

Any other consignor of a wagon, whether it be empty or loaded, shall present at the forwarding station, at the same time as the consignment note, an authority granted by the owner, which may relate to several wagons.

Such authority shall not be required if the consignor is the consignee of the wagon on its last journey and if, before time when the new contract of carriage is made, the station has not received by letter, by telegram or by telex from the owner an order not to despatch the wagon or wagons without his authority.

2. In the absence of the owner's order to the contrary, the railway shall be entitled to return to its home station automatically at the owner's expense, and under cover of a consignment note made out in his name and with his address:

- any wagon which arrives empty if its loading has not been started within 15 days from the time it became available;

- any wagon which arrives loaded if it has not been reconsigned within 8 days from the time when its unloading was completed.

If the railway does not avail itself of this power it shall, on expiry of the foregoing periods, advise the owner of the whereabouts of the wagon; in which case the railway shall not be entitled to return the wagon until the end of the eighth day following the despatch of advice to the owner.

This paragraph shall not apply to wagons within the country of the railway which has registered them nor to wagons on private sidings.

3. A hirer whose name is marked on the wagon with the consent of the registering railway shall, for the purpose of this Article, be deemed to be the owner.

## ARTICLE 6

### Particulars in the consignment note

1. In addition to the particulars required by the Uniform Rules, the consignor shall enter the following in the consignment note:

- (a) in the space provided for the description of the goods

- in the case of an empty wagon, the words "empty wagon P";

- in the case of a loaded wagon, the words "loaded in wagon P" after the description of the goods,

- (b) the characteristics of the wagon in the space provided.

2. If the consignor of an empty wagon wishes to obtain a special guarantee of the transit period according to Article 14, he shall enter in the space in the consignment note provided for his declarations, the words "special guarantee of transit period".

## ARTICLE 7

### **Interest in delivery**

1. The delivery of empty wagons shall not be subject to declaration of interest.
2. In the case of a loaded wagon, the declaration of interest in delivery shall only apply to the goods carried therein.

## ARTICLE 8

### **“Cash on delivery” charges and disbursements**

1. Empty wagons shall not be subject to “cash on delivery” charges and disbursements.
2. Loaded wagons may not be subject to a “cash on delivery” exceeding the value of the goods loaded therein.

## ARTICLE 9

### **Extension of transit period**

1. In addition to the cases provided for under Article 27.7 of the Uniform Rules, the transit period shall also be extended for the duration of any delay caused by damage to the wagon, unless the railway is liable for such damage under Article 12.
2. When the goods loaded in a damaged wagon are trans-shipped into another wagon, the delay shall terminate, in respect of the goods, at the time when, after trans-shipment, they can again be forwarded.

## ARTICLE 10

### **Verification of damage to wagons or loss of parts**

1. When damage to a wagon or loss of parts is discovered or presumed by the railway, or alleged by the party concerned, the railway shall immediately draw up, in accordance with Article 52 of the Uniform Rules, a report stating the nature of the damage or loss and, so far as possible, its cause and the time of its occurrence.

Such report shall be sent without delay to the registering railway, which shall send a copy of it to the owner. In the case of a wagon on which the name of a hirer is marked with the consent of the registering railway, a copy of the report shall be sent direct to this hirer.

2. If the wagon is loaded, a separate report shall, where necessary, be drawn up in respect of the goods in accordance with Article 52 of the Uniform Rules.

## ARTICLE 11

### **Damage to a wagon preventing continuation of haulage**

1. If a wagon consigned empty is so damaged as to prevent the continuation of haulage or to render the wagon unfit to carry a load, the station where the damage is discovered shall without delay advise the consignor and the owner by telegram or by telex, indicating as far as possible the nature of the damage.
2. Any empty wagon which is withdrawn from service shall be put into a fit state to run by the railway, unless the damage is so serious that it has to be loaded onto another wagon.

In order to render the wagon fit to run, the railway may of its own accord carry out repairs up to a limit agreed in the contract of registration.

These provisions shall apply without prejudice to the question of liability.

3. If the railway carries out repairs in accordance with paragraph 2, and if such work is expected to take more than four days to complete, the railway shall request the consignor by telegram or by telex to advise whether, when the work has been completed, the contract of carriage is to be carried out or modified.

If no instructions have been received from the consignor before the completion of the work, the contract of carriage shall be pursued.

4. If the railway does not carry out the repairs of its own accord the station where the damage is discovered shall request the consignor's instructions by telegram or by telex, directly and without delay. If the consignor is not also the owner, a copy of this request shall be transmitted without delay to the owner by telegram or telex.

In the absence of instructions from the consignor within a period of eight days from the date of despatch of the telegram or telex message, the railway shall be entitled of its own accord, after having, if need be, put the wagon in a fit state to run, to return it to its home station under a consignment note made out in the name of and with the address of the owner.

The reasons for its return shall be stated in the consignment note after the words "empty wagon P".

5. If damage prevents the continuation of the forwarding of a wagon consigned loaded and unloading becomes necessary, this Article shall apply to the unloaded wagon.

If the wagon can be repaired without unloading, paragraphs 1, 2, 3, 6 and 7 of this Article shall apply.

6. The carriage and other charges which have accrued up to the station at which the wagon was stopped, the cost of notifying the consignor and the owner, as well as any charges for complying with the consignor's instructions or for returning the wagon to its home station shall be charged against the consignment.

7. The hirer whose name is marked on the wagon with the consent of the registering railway shall, for the purpose of this Article, be deemed to be the owner.

## ARTICLE 12

### **Liability of the railway for loss or damage to the wagon or its parts**

#### **Liability of the owner for damage caused by the wagon**

1. In the case of loss or damage to the wagon or forwarding its parts sustained between the time of acceptance for forwarding and the time of delivery, the railway shall be liable unless it proves that the loss or damage was not caused by fault on its part.

2. In the case of loss of the wagon, compensation shall be limited to the value of the wagon; the basis of the calculation shall be determined in the contract of registration.

In the case of damage, compensation shall be calculated in accordance with the provisions of the contract of registration.

3. In the case of loss or damage to removable parts, the railway shall only be liable if such parts are listed on both sides of the wagon. The railway shall not be liable for the loss of or damage to loose equipment.

4. Unless the claimant proves that the damage was caused by wrongful act or neglect of the railway, the railway shall only be liable

—for damage to receptacles made of pottery, glass, terra-cotta, etc., if the damage is connected with damage to the wagon itself for which the railway is liable under the foregoing provisions;

—for damage to receptacles with interior linings (enamel, ebonite, etc.) if the receptacles show signs of external damage for which the railway is liable under the foregoing provisions.

5. The owner shall be deemed to be the consignor or the consignee, as the case may be, in respect of compensation for loss or damage to the wagon or its parts. Claims shall only be made to the registering railway and legal proceedings shall only be instituted against that railway which shall be treated as if it were the railway liable.

6. Legal proceedings instituted by the railway against the owner for damage caused by the wagon during forwarding shall be governed by the contract of registration. Only the registering railway shall be entitled to assert the rights of other railways against the owner.

7. The period of limitation for legal proceedings instituted under paragraphs 1 to 6 shall be three years.

This period runs—

- in the case of legal proceedings instituted by the owner against the railway under paragraphs 1 to 5, from the day on which the loss or damage to the wagon was established, taking account, where appropriate, of the provisions of paragraph 1 of Article 13.
- in the case of legal proceedings instituted by the railway against the owner under paragraph 6, from the day on which the damage occurred.

#### ARTICLE 13

##### **Presumption of loss of wagon**

1. The person entitled may, without having to provide further proof, consider the wagon to be lost when it has not been delivered to the consignee nor put at his disposal within three months following the expiry of the transit period.

Such period shall be extended by the period during which the wagon is immobilised through any cause not attributable to the railway or through damage.

2. If a wagon which has been considered lost is recovered after compensation has been paid, the owner may require, within a period of six months from his receipt of notice to that effect from the railway of registration, that the wagon be returned to him free of charge at its home station against refund of the compensation.

#### ARTICLE 14

##### **Compensation for exceeding the transit period**

If the railway is responsible for exceeding the transit period for an empty or loaded wagon, it must pay the person entitled a sum of money by way of liquidated damages for each complete day, or fraction thereof, of delay, irrespective of any compensation which may be due for exceeding the transit period for goods loaded in the wagon.

Such sum shall be fixed at:

- (a) 4.50 units of account for modern bogie wagons and for similar wagons, as defined in the contract of registration,
- (b) 3 units of account for other wagons.

2. If the exceeding of the transit period is due to wilful misconduct or gross negligence on the part of the railway, the liquidated damages shall be at the rate of 9 units of account for the wagons referred to in paragraph 1(a) and at the rate of 6.50 units of account for the wagons referred to in paragraph 1(b).

3. The consignor of an empty wagon may request a special guarantee of the transit period. A charge of one unit of account per 100 kilometres or fraction thereof shall then be made, subject to a minimum of 10 units of account. The whole amount of such charges shall always be paid by the consignor when the charges are paid under the conditions laid down in Article 15(2)(a), 4 of the Uniform Rules.

If the transit period is exceeded, the railway shall pay by way of liquidated damages the sum of 9 units of account per day for the wagons referred to in paragraph 1(a) and the sum of 6.50 units of account per day for the wagons referred to in paragraph 1(b), subject to a minimum of 20 units of account.



**ANNEX III**  
**(ARTICLE 8, § 2)**

**Regulations concerning the International Carriage of Containers by Rail**  
**(RiCo)**

The text of this Annex shall be that drawn up by the Committee of Experts, in accordance with Article 69, § 4 of the International Convention concerning the Carriage of Goods by Rail (CIM) of 7 February 1970, for the International Regulations concerning the Carriage of Containers (RiCo), Annex V to the CIM. The Committee of Experts shall also edit the text to bring it into line with the Convention concerning the International Carriage of Goods by Rail of 9 May 1980.

The text of this Annex is so drawn up as follows:

**Regulations concerning the International Carriage of Containers by Rail (RiCo)**

**CHAPTER I—GENERAL PROVISIONS**

**ARTICLE 1**

**Purpose of the regulations**

1. These regulations shall apply to containers which are tendered for carriage under the conditions of the CIM Uniform Rules.

These containers shall belong to a railway or to private owners (whether physical persons or other subjects of law) and, in the latter case, shall either be approved by the railway or shall comply with the international standards of construction applicable to large containers.

2. For the purpose of these regulations, the term “container” shall mean an article of transport equipment (container, tank, or other similar structure)

- of a permanent character and accordingly strong enough to be suitable for repeated use,
- specially designed to facilitate the carriage of goods, by one or more modes of transport, without the need for the contents to be trans-shipped,
- fitted with devices to facilitate ready handling and securing,
- having an internal volume of not less than one cubic metre and of a size not exceeding the dimensions prescribed by the railway.

The term “large containers” means containers with an internal volume of more than 3 cubic metres and a length of 6 metres (20 feet) and over.

The term “container” shall include the accessories and equipment of the container, appropriate for the type concerned, provided that such accessories are carried with the container. It shall not cover vehicles, accessories and equipment of vehicles, or conventional packaging.

**ARTICLE 2**

**General provisions**

1. Except as otherwise provided in the tariffs, the contents of a container can be the subject of only one contract of carriage.

2. In the absence of special provisions in these regulations, the other provisions of the Uniform Rules shall apply to the carriage of containers whether empty or loaded.

**ARTICLE 3**

**Door-to-door carriage**

In the case of containers to be collected by the railway at the consignor's premises, the contract of carriage shall be deemed to be made at the consignor's premises. In the case of containers to be delivered to the consignee's premises, the contract of carriage shall be deemed to be terminated at the consignee's premises.

## CHAPTER II—RAILWAY-OWNED CONTAINERS

### ARTICLE 4

#### **Provision, return and charges**

A charge may be made for the use of containers and the amount of such charge shall be fixed by the tariffs. Furthermore, the tariffs shall determine the conditions under which the containers will be made available, the period within which they are to be returned and the charges which shall be made for exceeding this period.

### ARTICLE 5

#### **Particulars in the consignment note**

In addition to the particulars required by the Uniform Rules, the consignor shall enter in the consignment note, in the spaces provided for this purpose, the category of the container, its marks, its number, its tare in kilogrammes and, where appropriate, other characteristics of its structure.

The tare of containers shall not include the mass of special internal and removable fittings which are for the purpose of packing or securing.

### ARTICLE 6

#### **Handling and cleaning**

The tariffs shall determine the conditions under which the operations of loading and unloading are carried out. "Loading" includes placing the container on a wagon and operations ancillary thereto, in particular the securing of the container.

The consignee shall be responsible for returning the container in a perfectly clean condition. If this has not been done, the railway shall be entitled to make a charge of which the amount shall be fixed by the tariffs.

### ARTICLE 7

#### **Re-use**

Containers delivered loaded shall not be re-used by consignees on further loads except with the consent of the railway which has so delivered them.

### ARTICLE 8

#### **Loss of and damage to containers**

1. Any person accepting a container, empty or loaded, from the railway shall check the condition of the container at the time it is placed at his disposal; he shall be liable for all damage found to exist on return of the container to the railway which was not indicated when the container was put at his disposal, unless he proves that the damage existed at that time or resulted from circumstances which he could not avoid, and the consequences of which he was unable to prevent.
2. The consignor shall be liable for the loss of or damage to a container arising during the performance of the contract of carriage if it results from his actions or from those of persons acting on his behalf.
3. If the container is not returned within thirty days from the day following the day on which it was delivered to the consignor or consignee, the railway may deem it to be lost and demand payment of its value.

## CHAPTER III—PRIVATELY-OWNED CONTAINERS

### ARTICLE 9

#### **Approval**

Privately-owned containers may be approved by a railway to whose lines the Uniform Rules apply, if they comply with the conditions laid down for construction and marking. Approved containers, other than large containers, shall be provided by the railway with the distinguishing mark  $\boxplus$ .

### ARTICLE 10

#### **Particulars in the consignment note**

In addition to the particulars required by the Uniform Rules, the consignor shall enter in the consignment note, in the spaces provided for this purpose, the following particulars.

- the category of the container, its number, its tare in kilogrammes, and, where appropriate, other characteristics of the container,
- in the case of approved containers, the mark of the railway system which has issued the approval, and, except for large containers, the letter “P”,
- in the case of empty containers, as a description of goods, either the words “empty approved container” or the words “empty large container”.

### ARTICLE 11

#### **“Cash on delivery” charges**

Empty containers shall not be subject to “cash on delivery” charges.

### ARTICLE 12

#### **Special equipment**

If containers are equipped with special apparatus (refrigerating equipment, water tanks, machinery, etc.), the consignor shall be responsible for the servicing of such equipment or for arranging for it to be serviced. This duty shall pass to the consignee as soon as he exercises his rights under Article 28 or 31 of the Uniform Rules.

### ARTICLE 13

#### **Return of empty containers or re-use**

After the delivery of the container, and in the absence of special arrangements, the railway shall not be bound to take any action to secure the return of the empty container or its re-use as a loaded container.

### ARTICLE 14

#### **Compensation for loss of or damage to the container**

Compensation payable in accordance with Article 40 of the Uniform Rules for the loss of the container shall be calculated according to the value of the container.

Compensation payable in accordance with Article 42 of the Uniform Rules for damage to the container shall be calculated according to the cost of repair.

## ARTICLE 15

### Compensation for exceeding the transit period

If the transit period is exceeded, the railway may, apart from the provisions of the Uniform Rules, provide for the payment of special compensation to the owner or the hirer of the container by special agreement with him.

## ANNEX IV

(ARTICLE 8, § 3)

### Regulations concerning the International Carriage of Express Parcels by Rail (RIEx)

§ 1. Only such goods as are carried in a specially rapid manner subject to the conditions of an international tariff shall be deemed to be express parcels.

The only goods acceptable as express parcels shall be those which can ordinarily be loaded into the luggage vans of passenger trains. The international tariffs may derogate from this rule.

§ 2. The articles referred to in Article 4 of the Uniform Rules shall not be accepted for carriage as express parcels. The substances and articles enumerated in the RID or those covered by agreements and tariff clauses drawn up in pursuance of Article 5, § 2 of the Uniform Rules shall not be accepted for carriage as express parcels unless that form of carriage is expressly provided for in the RID or such agreements or tariff clauses. The international tariffs shall determine whether other goods may also be treated as unacceptable for carriage or accepted subject to conditions.

§ 3. Express parcels may be handed over for carriage under cover of a document other than that prescribed in accordance with Article 12, § 2 of the Uniform Rules. The form to be used, and the particulars which must or may be inserted therein, shall be determined by the international tariffs. The document must contain the following information:

- (a) the names of the forwarding and destination stations;
- (b) the names and addresses of the consignor and of the consignee;
- (c) the description of the goods;
- (d) the number of parcels and a description of the packing;
- (e) a detailed list of the documents required by Customs or other administrative authorities and attached to the consignment note.

§ 4. Express parcels shall be carried by rapid means within the periods prescribed in the international tariffs. The transit periods shall in all cases be less than the periods applicable by virtue of Article 27 of the Uniform Rules.

§ 5. The international tariffs may also provide for derogations from the Uniform Rules other than those specified above. There shall however be no derogation from Articles 35-38, 40-42, 44 and 47-58 of the Uniform Rules.

§ 6. Unless the above provisions and those of the international tariffs require otherwise, the Uniform Rules shall be applicable to the carriage of express parcels.

