



International Rail Transport Committee  
Comité international des transports ferroviaires  
Internationales Eisenbahntransportkomitee

# **CIT Products for implementation of the COTIF Uniform Rules**

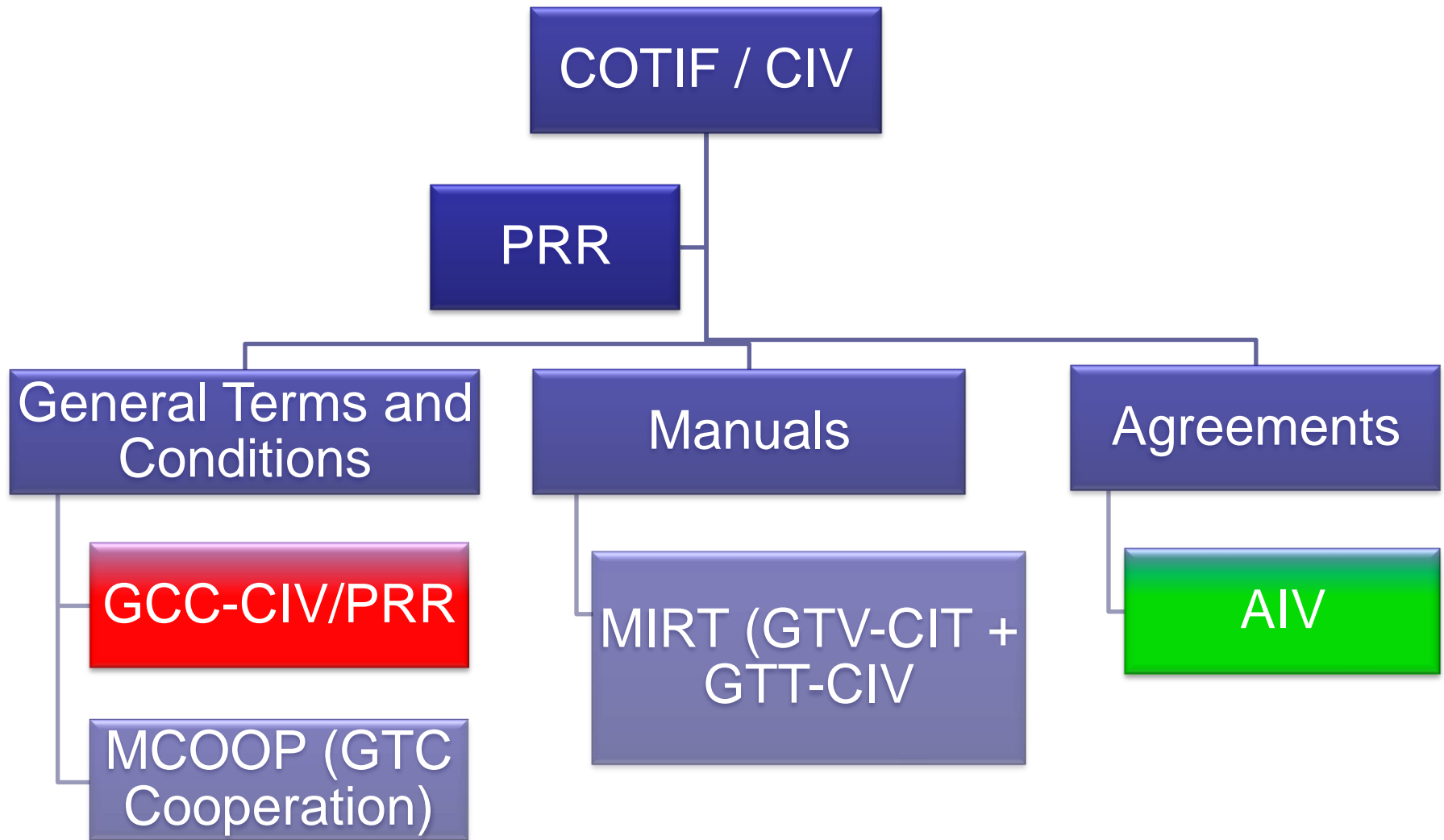
## **Part 2: CIV**

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Dr. Erik Evtimov, Deputy Secretary General to the CIT

# **GENERAL CONDITIONS OF CARRIAGE CIV/PRRAND CIV TICKETS**

# (1.1) CIT products: passenger documentation



## (1.2) Principles: Hierarchy of the norms

PRR = regulation directly applicable in the EU Member States

- Provisions with statutory character
- Primacy over national law
- Application of national law remains explicitly reserved
- Primacy over contractual law (GCC-CIV/PRR, SCIC, tariffs, etc.)

Relation to the CIV Uniform Rules

- CIV Uniform Rules = Annex I to the PRR (except some articles)
- EU = Member of OTIF
- Hierarchy: Art. 216 § 2 and 351 TFEU
- Evolution: In parallel? Risk of differences?

# (1.3) The PRR in detail

## Table of contents:

- I General provisions
  - II Transport contract, information and tickets
  - III Liability of RU for passengers and their luggage
  - IV Delays, missed connections and cancellations
  - V Disabled persons and persons with reduced mobility
  - VI Security, complaints and quality of service
  - VII Information and enforcement
  - VIII Final provisions
- Annexes I, II & III



Comité international  
des transports ferroviaires

Internationales  
Eisenbahntransportkomitee

International Rail  
Transport Committee

Etat 3 décembre 2009

### **Règlement (CE) No 1371/2007 du Parlement européen et du Conseil**

du 23 octobre 2007

### **sur les droits et obligations des voyageurs ferroviaires**

Applicable à partir du 3 décembre 2009

Edition CIT

Stand 3. Dezember 2009

### **Verordnung (EG) Nr. 1371/2007 des Europäischen Parlaments und des Rates**

vom 23. Oktober 2007

### **über die Rechte und Pflichten der Fahrgäste im Eisenbahnverkehr**

Gültig ab 3. Dezember 2009

CIT-Ausgabe

Edition 3 December 2009

### **Regulation (EC) No 1371/2007 of the European Parliament and of the Council**

of 23 October 2007

### **on rail passengers' rights and obligations**

Applicable with effect from 3 December 2009

CIT Edition

# (1.4) Architecture of the international contract of carriage of passengers

GTC → TCV, RU's own rules

**CIV**

Règles uniformes concernant le contrat de transport international ferroviaire des voyageurs (Appendice A à la Convention)

Titre premier Généralités

Article premier Champ d'application

Edition 1<sup>er</sup> mars 2007

**B. Conditions générales de transport pour le transport international ferroviaire des voyageurs (CGT-CIV)**

1 Base légale 5 Titre de transport, réservation, prestations particulières

**Charter on Rail Passenger Services**  
(Adopted on 22 October 2002)

**A. Basis**  
This Charter shall apply to international rail passenger transport services provided by the railway undertakings which are members of the International Union of Railways (UIC) and which are subject to the provisions of the Convention on International Rail Transport (CIV) and its Appendices.

**A.1. Purpose**  
The purpose of this Charter is to establish a common set of rules for the carriage of passengers by rail across international borders, to ensure a high level of service and to facilitate the work of the railway undertakings.

**A.2. Scope**  
This Charter shall apply to all international rail passenger transport services provided by the railway undertakings which are members of the UIC and which are subject to the provisions of the CIV and its Appendices.

**A.3. Definitions**  
For the purposes of this Charter, the following definitions shall apply:  
"Railway undertaking" means any undertaking which is authorised to provide rail transport services to the public;  
"Passenger" means any person who is travelling by rail for any purpose other than for the carriage of goods or mail;  
"International rail transport" means rail transport which crosses one or more international borders.

**A.4. Ticket**  
The ticket shall be the document which entitles the passenger to travel by rail for the purpose of the carriage of passengers. It shall be issued by the railway undertaking which is responsible for the carriage of the passenger.

**A.5. Reservation**  
The railway undertaking shall ensure that the carriage of passengers is available at all times and that the railway undertaking shall accept reservations for the carriage of passengers.

**A.6. Conditions of carriage**  
The railway undertaking shall ensure that the carriage of passengers is carried out in a safe and sound manner and that the railway undertaking shall ensure that the carriage of passengers is carried out in a comfortable and pleasant manner.

**A.7. Liability**  
The railway undertaking shall be liable for the carriage of passengers and for the loss of or damage to the passenger's baggage.

**A.8. Cancellation**  
The railway undertaking shall ensure that the carriage of passengers is carried out in a safe and sound manner and that the railway undertaking shall ensure that the carriage of passengers is carried out in a comfortable and pleasant manner.

**A.9. Transfer of passengers**  
The railway undertaking shall ensure that the carriage of passengers is carried out in a safe and sound manner and that the railway undertaking shall ensure that the carriage of passengers is carried out in a comfortable and pleasant manner.

**A.10. Penalties**  
The railway undertaking shall ensure that the carriage of passengers is carried out in a safe and sound manner and that the railway undertaking shall ensure that the carriage of passengers is carried out in a comfortable and pleasant manner.

Les titres de transport sont établis lors de la conclusion du contrat de transport et remis, en principe, au voyageur au moment de la prise en charge de son bagage. Les titres de transport ne peuvent être vendus séparément ou par les points de vente autres que ceux mentionnés à l'article 1.1. Tout commerce ultérieur des titres de transport achetés est interdit.

Le titre de transport peut prendre la forme électronique, à condition que le voyageur ait accès à la donnée électronique dont la lecture est possible sous forme de signes d'écriture manuscrite.

Le titre de transport n'existe que si le voyageur dispose d'un titre de transport valable.

Le titre de transport contient, outre l'indication du ou des itinéraires (conformément au point 3 des présentes conditions générales), les indications nécessaires pour prouver la validité du titre de transport et le contenu du contrat de transport; il fixe les obligations de chacune des parties.

Elles déterminent les modalités de commande, de délivrance des titres de transport. Pour des itinéraires et/ou des parcours déterminés, un délai spécifique peut être prévu.

En principe, les titres de transport sont délivrés au voyageur avant le premier jour de validité.

Le voyageur doit s'assurer, à la réception du ou des titres de transport, qu'ils ont été établis selon ses indications.

**Conditions d'utilisation**

Le titre de transport est lié à un train déterminé ou à une durée déterminée. Les autres titres de transport (titres de transport à durée déterminée, titres de transport à durée indéterminée) sont valables 2 mois. Pour certaines offres, les conditions de validité sont différentes.

Le titre de transport est accompli pendant la durée de validité du titre de transport. En cas de force majeure, le voyageur ne peut pas commencer ou terminer son voyage ou une suppression ou d'un retard de train déterminé d'une correspondance, la durée de validité est prolongée autant que nécessaire.

Le voyageur doit obtenir le même titre de transport dans la gare ou immédiatement à bord du moyen de transport.

Le titre de transport n'est pas lié à un train déterminé ou à une durée déterminée, en principe, les titres de transport sont valables dans une train inférieure ou dans une classe inférieure.

Le titre de transport ne permet pas, en principe, les transferts publics entre les différentes classes de service.

## Contract of carriage of passengers

→ Ticket as proof of the contract

SBB CFF FFS 5503893296

**BILLET + RESERVIERUNG**

CIV 85 Dfenstreise/Voyage de service Viaggio di servizio/Duty journey 01ERW.

30	16	VON/DE/DA	NACH/A	30	KL. CL.
22/02	16H44	PARIS GARE LYON	→ BERN	21H30	1
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NICHTR		SOLO			

FIP SERVICE BEFOERDERER 1187 1185

TARIF SOMMIS A CONDITIONS

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111144 BN P-KS FVP 0101 0001712 09.02.2007 16:41

CHF \*\*\*\*\*41.00

abilité en cas de mort et de

trat de transport

x de transport

nsport

ministratives

correspondance manquée



# (1.5) General Terms and conditions - MCOOP

- (1) Subject
- (2) Validity
- (3) Confidentiality
- (4) Anti-corruption
- (5) Liability



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## Manual for Cooperation Contracts in international Passenger Traffic by Rail (MCOOP)

Applicable with effect from 1 March 2016

### Appendix 3 : General Terms and Conditions for Cooperating in Providing International Carriage of Passengers using Successive Carriage (Successive Carriage)

<b>Subject</b>	<b>5 Liability</b>
These general terms and conditions set the parameters for two or more railway undertakings to work together to provide international passenger services using the successive carrier model within the meaning of Article 3a of the 'Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV - Appendix A to COTIF)' and Article 3 point 2 (Regulation (EC) No 1371/2007 on rail passengers' rights and obligations (PRR)).	<b>5.1 Carriage of passengers</b>
<b>Validity</b>	<b>5.1.1</b> The railway undertaking's liability to passengers is governed by the relevant provisions of the 'Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV - Appendix A to COTIF)' and/or Regulation (EC) No 1371/2007 on rail passengers' rights and obligations (PRR) and/or the 'General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR)' agreed and/or the tariff conditions agreed and/or the relevant national law.
These general terms and conditions are applicable in so far as the cooperation contract adopts them expressly.	<b>5.1.2</b> A railway undertaking may only have redress against the other railway undertaking for compensation paid out for death and injury to passengers, to the extent that it proves that the other railway undertaking was at fault in causing the death or injury. The Agreement concerning the Relationships between Transport Undertakings in respect of International Passenger Traffic by Rail (AIV) specifies the organisation of claims handling and who is to bear the cost of advance payments.
A cooperation contract can supplement the general terms and conditions or derogate from them.	<b>5.1.3</b> One railway undertaking's recourse against the other for refunds and compensation paid out for delays, cancellations missed connections or other service failures follows the relevant provisions in the Agreement concerning the Relationships between Transport Undertakings in respect of International Passenger Traffic by Rail (AIV); The AIV also specifies who is to be responsible for claims handling and how it is to be organised.
<b>Confidentiality</b>	<b>5.1.4</b> One railway undertaking's recourse against the other for refunds and compensation which are paid out exclusively on a commercial basis or on the basis of national law, but which are not subject to the Agreement concerning the Relationships between Transport Undertakings in respect of International Passenger Traffic by Rail (AIV), may be enforced only in so far as the parties have expressly agreed such a right of recourse.
Each railway undertaking undertakes to treat all information of a financial or other nature which is exchanged in the discussion, conclusion and implementation of the cooperation contract as confidential. They will only use that data in the context of the cooperation contract and will not make it available to third parties unless:	<b>5.2 Use of infrastructure</b>
the other railway undertaking agrees;	<b>5.2.1</b> Liability between the user railway undertaking and the infrastructure manager is governed by the relevant provisions of the 'Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI - Appendix E to COTIF)' and/or the 'European General Terms and Conditions of Use of Railway Infrastructure (E-GTC-I)' as agreed and/or the conditions
the applicable law requires the information to be supplied to third parties (for example, to the authorities);	
the information was not acquired in connection with this cooperation ;	
the information is already or will be in the public domain.	
The obligation of confidentiality extends for three years after the cooperation contract terminates.	
Each railway undertaking is only to publicly announce its cooperation with the prior written agreement of its partners.	
<b>Anti-corruption</b>	
Each railway undertaking is to put in place the organisational safeguards necessary to prevent corruption, implementation of anti-corruption laws as a result of which the organisational arrangements represents a serious breach of contract.	

## (1.6) General Terms and Conditions: Characteristics

### General provisions

- Validity
- Obligation of loyalty and confidentiality
- Obligation to implement anti-corruption measures

### Primary grounds for liability

- Passengers
- Infrastructure
- Coaches
- Staff
- Other liability

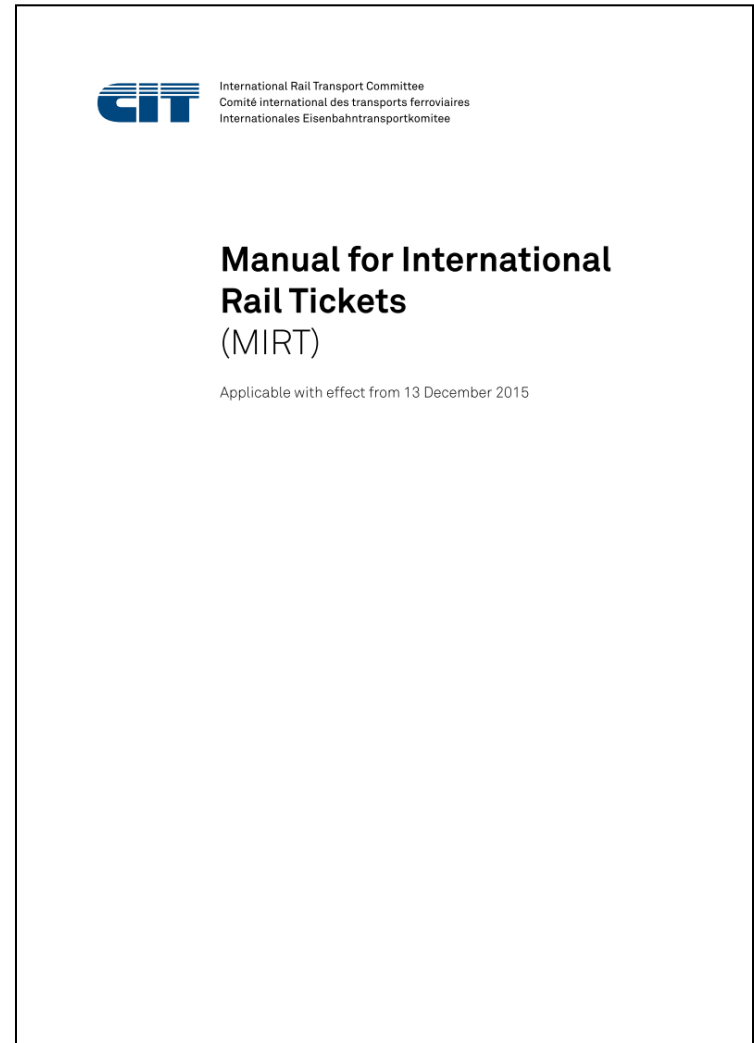
### Other liability rules

- Auxiliaries
- Geographical interface
- Indemnity
- Interests prescription
- Restrictions and further reservations



## (2.1) Manual for International Rail Tickets - MIRT

- 1) Purpose of the manual
- 2) Scope
- 3) Actors involved in ticketing
- 4) International cooperation
- 5) Statutory provisions and contractually agreed standards
- 6) Legal and functional specifications for international tickets
- 7) Tickets with the CIT security background
- 8) Tickets with barcodes
- 9) E-tickets
- 10) Checking and cancellation of tickets
- 11) After-sales services
- 12) Transitional and final provisions



## (2.2) Contract of carriage: the CIV passenger ticket

SBB CFF FFS  
CIV 85 BILLETT + RESERVIERUNG 5503893296  
Dienstreise / Voyage de service  
Viaggio di servizio / Duty Journey

30	VON/DE/DA	→ NACH/A	30	KL. CL.
22/02	16H44	PARIS GARE LYON	→ BERN	1
*	*	*	→ *	*
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			01EINZEL	

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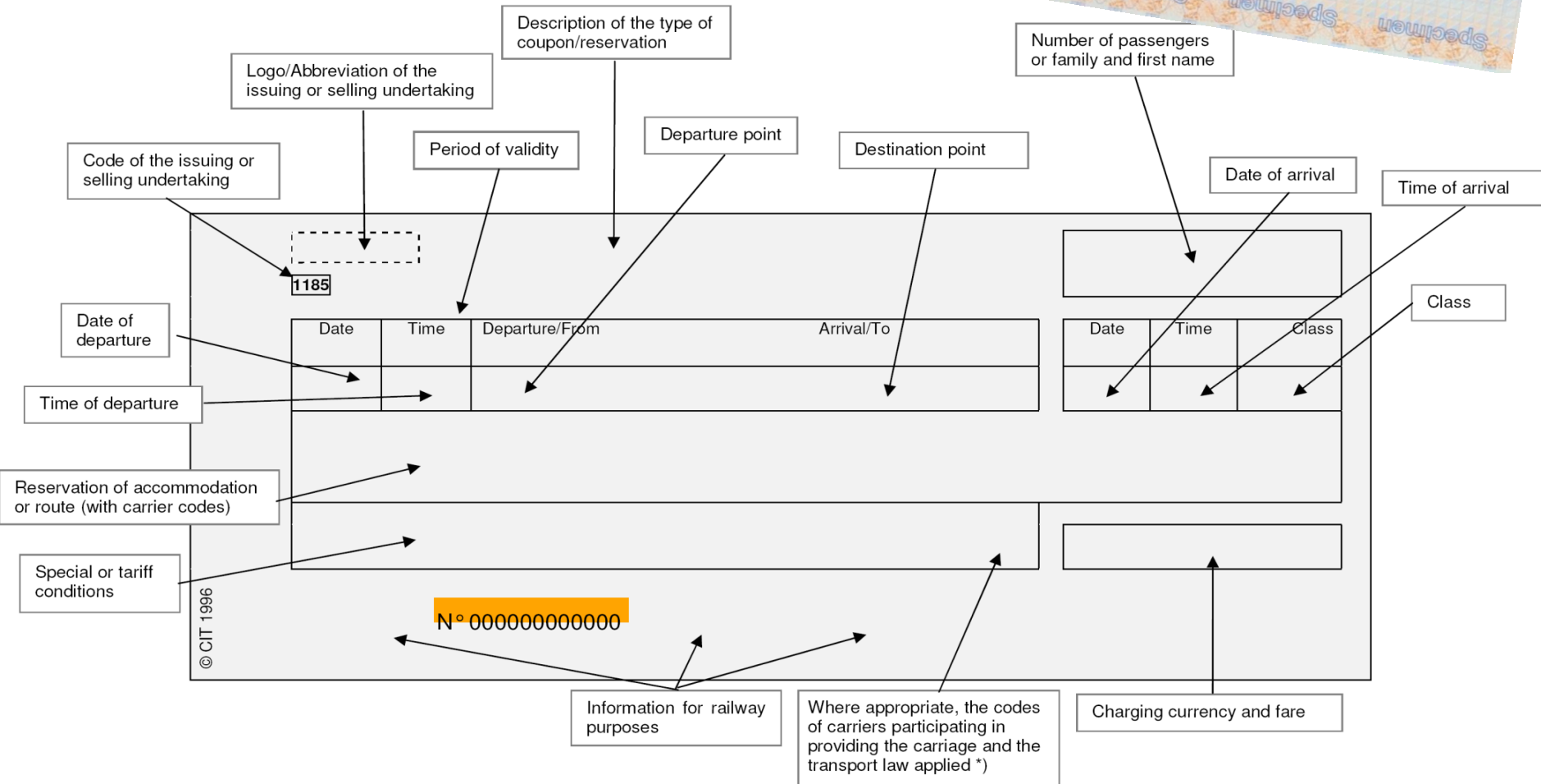
CIV Ticket = only a proof of the contract of carriage, Art. 6 CIV

Minimum content, Art. 7 § 2 CIV = indication of the carrier/s

Carrier/s, Art. 3 lit. a/b CIV =

- > contractual carrier/s
- > successive carrier/s
- > substitute carrier/s

# (2.3) Present standards - the role of the CIT: establishing the functional requirements of the ticket

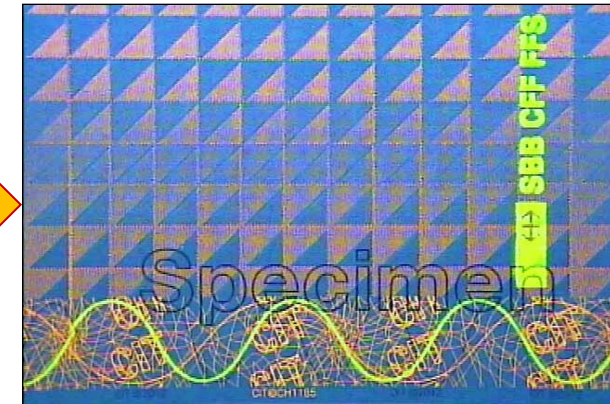
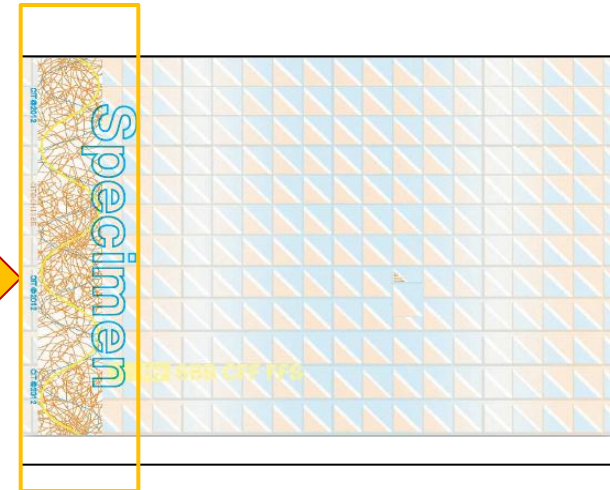


## (2.4) Manual for International Rail Tickets - MIRT (5)

### Chapter 7 – Tickets with the CIT security background 2012 - «security in paper »

- Security in paper => certain elements in the paper cannot be scanned/printed/copied
- «Off-line»
- The CIT security background 2012 has a **security stripe in blue and fluorescent orange**, visible in daylight ,and three levels of security features:

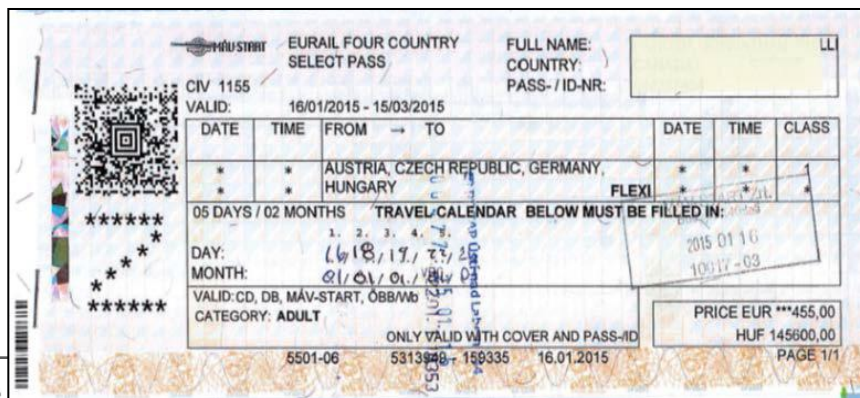
1. visible without equipment
2. visible with an UV lamp
3. visible with a magnifying glass



# (2.5) Manual for International Rail Tickets - MIRT (6)

## Chapter 8 – Tickets with barcodes – «security in data »

- The data proves the validity of the contract
- «Off-line»
- Several levels of security depending on the complexity of the barcode
- Different types of barcodes in different sizes on different medias such as:
  1. Paper tickets with security background
  2. Print@home tickets
  3. Smartphones etc.



### (3) Summary:

Transparency

Certainty

Legal security

Standardisation of legal relationships between:

Customer – Railway undertaking

Railway undertaking – Railway undertaking

Overall consistency between:

Legal *rules* (GTCs and single transport contract), and

Practical *application* (*operational rules*)

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