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Regulations concerning the International Carriage of Containers by Rail

Annex III to Appendix B (Article 8, § 2)
to the Convention concerning International Carriage by Rail (COTIF)
of 9 May 1980

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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)

S of a permanent character and accordingly strong enough to be suitable for repeated use,

S 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,

S fitted with devices to facilitate ready handling and securing,

S 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



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.

- S** the category of the container, its number, its tare in kilogrammes, and, where appropriate, other characteristics of the container,
- S** 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".
- S** 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.