

RIP

Regulations concerning the International Haulage of Private Owners' Wagons by Rail

Annex II to Appendix B (Article 8, § 1) to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980

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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



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

- § 1 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 1 5(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.