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Working Party on Rail Transport

Group of Experts towards Unified Railway Law

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Item 2 of the provisional agenda

Unification of international railway law with the objective of allowing rail carriage under a single legal regime

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Submitted by the International Rail Transport Committee (CIT)

The CIT General Secretariat believes that the convention should only contain ‘minimum standards’ so that the railway community has the all-important freedom to adopt what it finds to be the optimum approach (for example for consignment notes and conditions of carriage).

On Article A:

The scope of the convention is unclear and must be clarified. In its current formulation (‘... cannot not ...’), §2 would seem to mean that the convention always applies where today either the CIM or the SMGS applies. It would therefore completely supplant those conventions.

On Article D:

Whether a statutory basis for the electronic consignment note can be provided in Article D needs to be checked. Also needing investigation is whether the electronic consignment note should be given priority over the paper consignment note. The new Article 6a CIM suggested by the CIT General Secretariat in the context of the revision of COTIF might be used as the statutory basis.

On Article J:

Although the heading to Article J is ‘Packing and loading’, it is not laid down in what cases the consignor or the carrier must load and unload the goods if they have not come to any agreement. This contrasts with Article 13 CIM.

On Articles L, S, V, Z and EE:

The CIT General Secretariat has not yet been able to discuss the timescales and figures (which still have to be specified) with its members. Nevertheless, to find adequate solutions a discussion with experts on the front line is absolutely essential.

On Article R et seq.:

In sum the proposed articles would increase the substantive provisions on liability and the burden of procedural principles to the disadvantage of carriers. In particular, there is no clear listing of cases in which the carrier is relieved of liability (see Article R and 23 § 3 CIM together with Article 31 CIM) nor is there a clear statement of upper limits to liability (see Article T and 30 § 2 CIM).

On Article 38 CIM:

The convention no longer contains any rules for liability for rail-sea carriage as is provided by Article 38 in the CIM Uniform Rules. Practice however identifies these as being absolutely necessary.

On Article Z:

It is to be investigated if statutory bases for the electronic formal report can be created in Article Z.

On Article AA et seq.:

The provisions for having the right of action, being the proper defendant and limitation of actions could not be analysed thoroughly by the CIT General Secretariat within the timescale allowed, hence the CIT can make no comments on these articles at the present time.

On Article FF:

The CIT General Secretariat would regard it as being sensible to have the arbitration clause refer to the relationship between carriers and customers as well as to between carriers themselves.
