



Comité international
des transports ferroviaires

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COTIF 1999: new transport law relevant to the needs of the market

Henri Trolliet

Assistant General Secretary to the CIT

Summary

- COTIF 1999
 - from COTIF 1980 to COTIF 1999
 - its content at a glance
- CIM 1999
 - principal changes
 - its application to Euro-Maghreb traffic
- CIT
 - a brief description
 - its documents and services



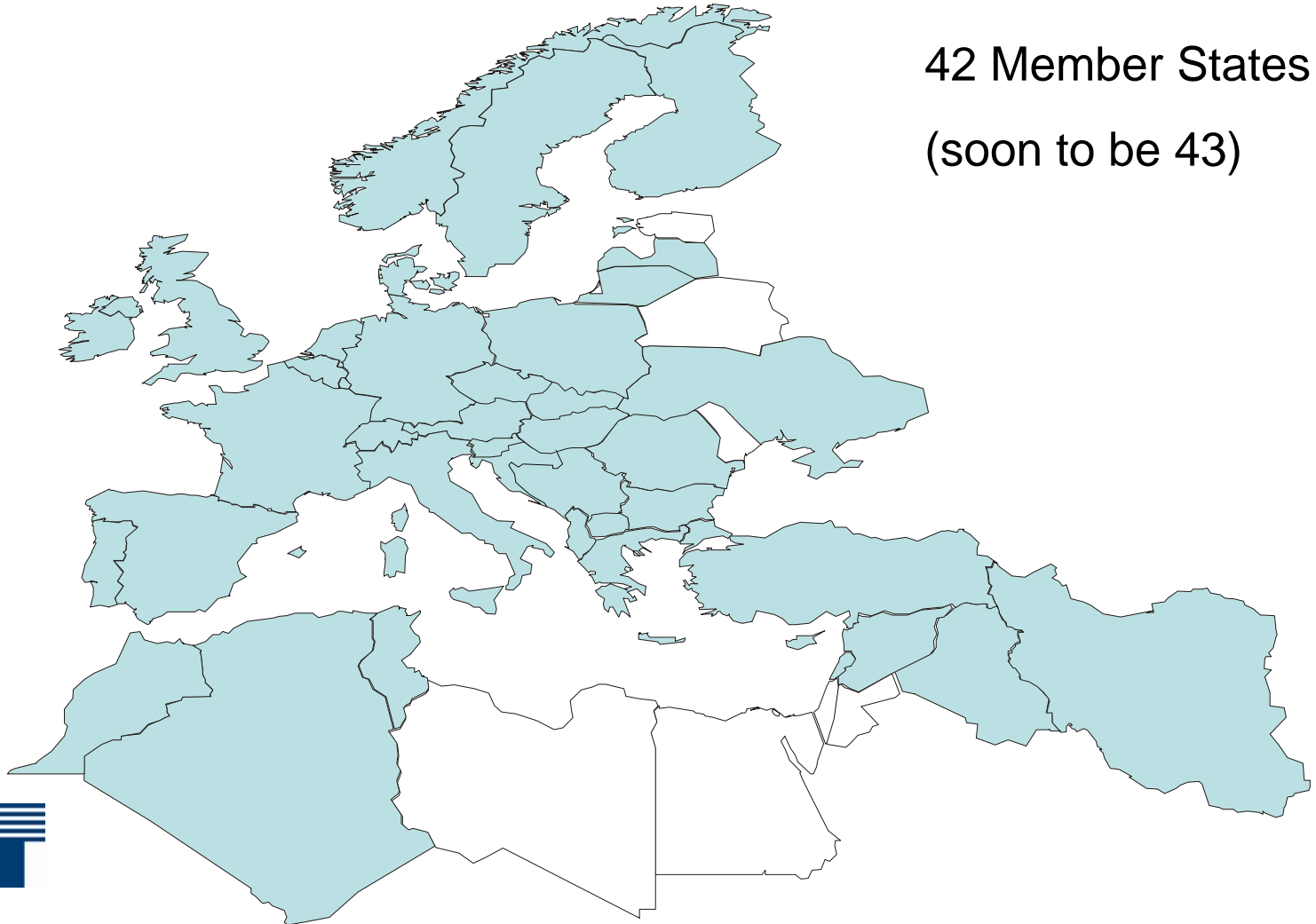
COTIF

- COTIF = Convention concerning International Carriage by Rail
- Regimes of “uniform law”, regulations and procedures for international carriage by rail
- OTIF = the Intergovernmental Organisation for International Carriage by Rail
- Headquarters: Bern

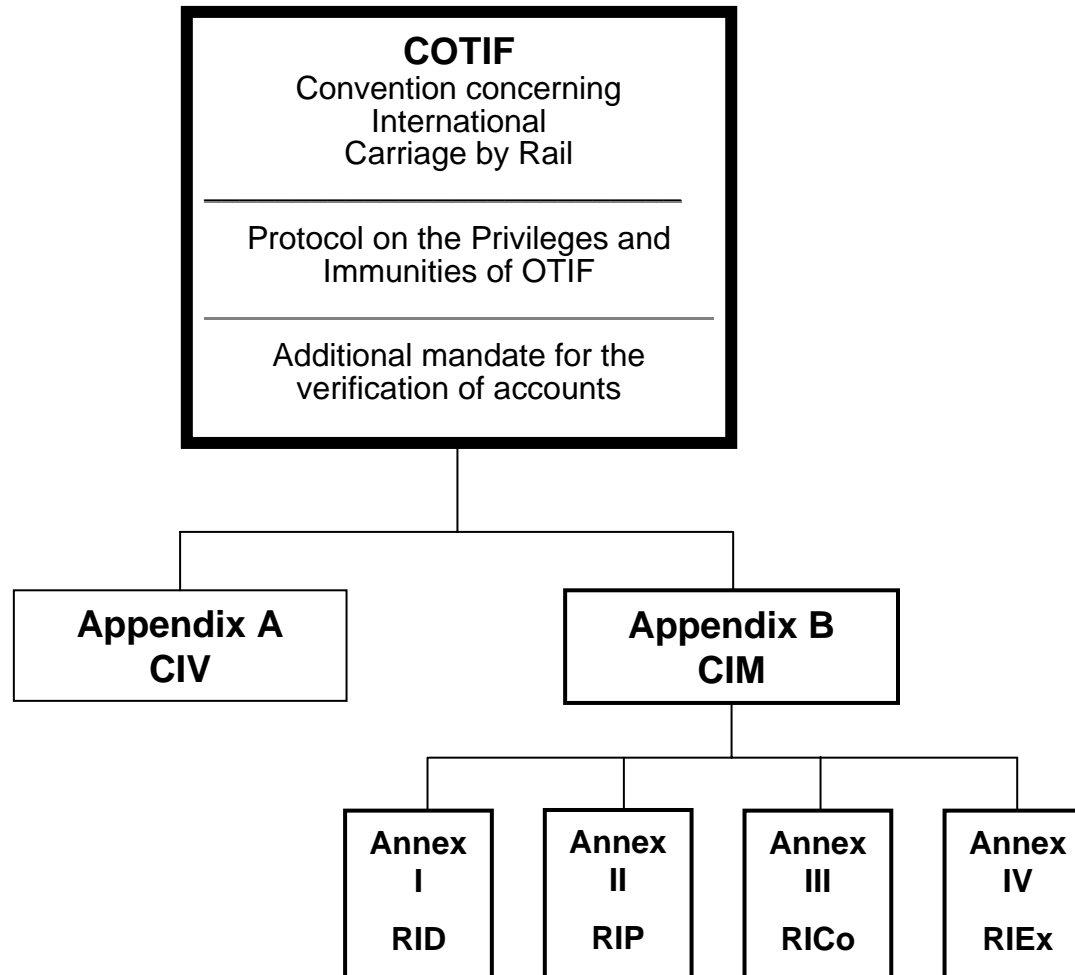


Scope of COTIF

42 Member States
(soon to be 43)



COTIF 1980



COTIF 1999

Vilnius Protocol 1999

COTIF

Convention concerning
International
Carriage by Rail

Protocol on the Privileges
and Immunities of OTIF

Appendix A

CIV

Uniform Rules
concerning the
Contract of
International
Carriage of
Passengers
by Rail

Appendix B

CIM

Uniform Rules
concerning the
Contract of
International
Carriage of
Goods
by Rail

Appendix C

RID

Regulation
concerning the
International
Carriage of
Dangerous
Goods by Rail

Appendix D

CUV

Uniform Rules
concerning the
Contracts of
Use of Vehicles
in International
Rail Traffic

Appendix E

CUI

Uniform Rules
concerning the
Contract of Use
of Infrastructure
in International
Rail Traffic

Appendix F

APTU

Uniform Rules
concerning the
Validation of
Technical
Standards and the
Adoption of
Uniform Technical
Prescriptions
applicable to
Railway Material
intended to be
used in
International Traffic

Appendix G

ATMF

Uniform Rules
concerning the
Technical
Admission of
Railway Material
used in
International
Traffic



Principal changes to the CIM 1999

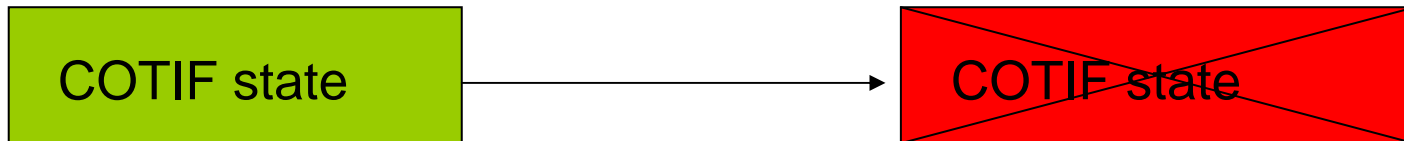
1. Scope
2. Consensual contract
3. Obligation to carry
4. Consignment note
5. Payment of charges
6. Ways of doing business
7. Liability



1 Scope



CIM Uniform Rules mandatory (Article 1 § 1)



CIM Uniform Rules apply if the parties to the contract so agree (Article 1 § 2)

2 Consensual contract

- Hitherto: contract concluded in a formal manner (handover of the goods and the consignment note)
- Today: consensual contract (mutual agreement is enough)
- Consignment note = no longer a constituent element of the contract but “only” a means of proving its existence



3 Obligation to carry

- Article 3 §§ 1 and 6 of the former CIM Uniform Rules:

“The railway shall be bound to undertake all carriage of any goods in complete wagon-loads, subject to the terms of the Uniform Rules, ...”

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

- New CIM Uniform Rules:

No provision



4 Consignment note

- Consignment note = no longer a constituent element of the contract but “only” a means of proving its existence (Article 6 § 2 CIM)
- Consignment note nevertheless necessary for customs purposes (Article 6 § 7 CIM)
- International associations of carriers are to draw up uniform model consignment notes (Article 6 § 8 CIM)
- Electronic consignment note (Article 6 § 9 CIM)



5 Payment of charges

- Article 10 § 1: complete contractual freedom

“Unless otherwise agreed between the consignor and the carrier, the costs ... shall be paid by the consignor.”



6 Ways of doing business

- Joint contracting
- Sub contracting
- Single carrier from end to end



7 Liability (1)

- Carrier has strict liability for loss, damage and exceeding the transit period (Article 23 CIM)
- Carrier has liability for his faults when carrying railway vehicles as goods subject to proof of the contrary (Article 24 CIM)
- Successive carriers (joint contract) – joint and several liability (Article 26 CIM)
- Substitute carrier – sub-contracting (Article 27 CIM)
 - Contractual carrier liable for the entire carriage
 - Substitute carrier liable for the services he provides



7 Liability (2)

- Compensation
 - Loss (Article 30) and damage (Article 32):
17 SDR/kg
 - Exceeding the transit period (Article 33) :
4 x carriage charge
- Carrier may assume greater liability and more burdensome obligations voluntarily (Article 5 CIM)
- Liability for rail – sea traffic (Article 38)



Application of the CIM to Euro-Maghreb traffic

- Maritime services listed
- Undertakings are members of the CIT
- Application of Article 1 § 2 CIM

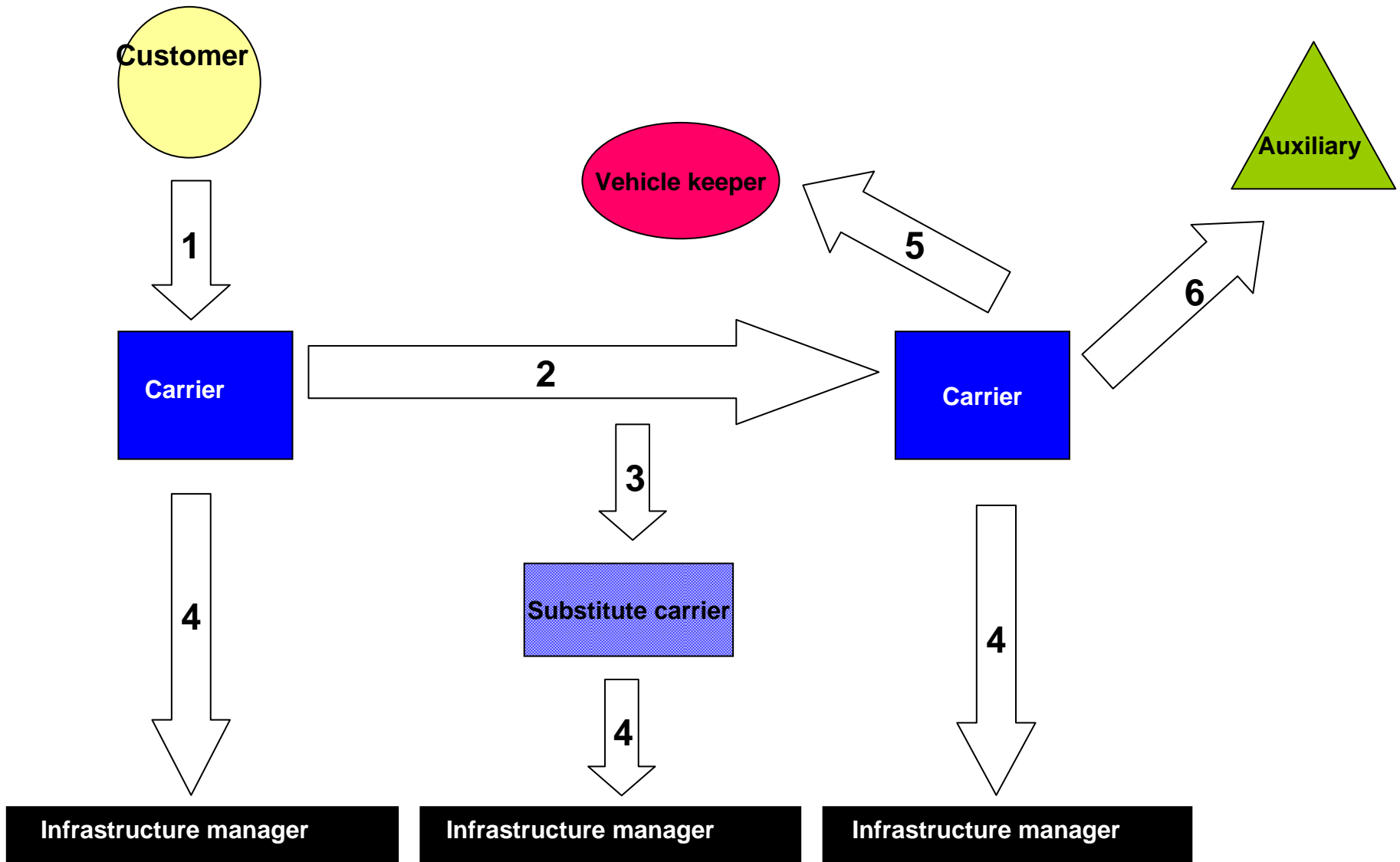


CIT (1)

- International Rail Transport Committee [**C**omité International des **T**ransports ferroviaires]
- International organisation, with headquarters in Bern
- Practical implementation and consistent application of COTIF
- Standardisation of the legal relationships between the various players in international traffic by rail
- Representation of CIT members' interests to third parties
- Provision of other services



CIT (2)



Conclusions

COTIF 1999 + the CIT's new provisions for its application

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Modern, coherent and transparent regulations, guaranteeing customers and carriers a high degree of legal certainty

CIT

=

Centre of excellence dealing with international rail transport law and the provisions for its application for the benefit of carriers

