

MULTILATERAL

International Convention concerning the carriage of goods by rail (CIM) (with annexes). Concluded at Berne on 7 February 1970

Additional Protocol to the International Conventions concerning the carriage of goods by rail (CIM) and the carriage of passengers and luggage by rail (CIV).¹ Concluded at Berne on 7 February 1970

Protocol I drawn up by the Diplomatic Conference convened with a view to bringing into force the International Conventions concerning the carriage of goods by rail (CIM) and the carriage of passengers and luggage by rail (CIV) of 7 February 1970. Concluded at Berne on 9 November 1973

Protocol III drawn up by the Diplomatic Conference convened with a view to bringing into force the International Conventions concerning the carriage of goods by rail (CIM) and the carriage of passengers and luggage by rail (CIV) of 7 February 1970 concerning the increase in the maximum rates per kilometre of the contributions of Contracting States towards the expenses of the Central Office. Concluded at Berne on 9 November 1973

¹ See p. 340 of this volume.

No. 16900 (*continued*)

Final Act of the Diplomatic Conference convened to determine the composition of the Administrative Committee of the Central Office for International Railway Transport (OCTI) and to fix the maximum contribution per kilometre of the Contracting States to the expenses of OCTI for the five-year period 1976-1980. Concluded at Berne on 13 November 1975

Authentic texts: French.

Registered by Switzerland on 8 August 1978.

[OFFICIAL ENGLISH TRANSLATION¹ — TRADUCTION ANGLAISE OFFICIELLE²]

INTERNATIONAL CONVENTION³ CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)

The undersigned plenipotentiaries,

Having recognised the need to revise the International Convention concerning the Carriage of Goods by Rail, signed at Berne on 25th February 1961,⁴ have resolved, in accordance with Article 69 of that Convention, to conclude a new Convention for that purpose and have agreed upon the following Articles:

PART I. PURPOSE AND SCOPE OF THE CONVENTION

Article 1. RAILWAYS AND TRAFFIC TO WHICH THE CONVENTION APPLIES

1. This Convention shall apply, subject to the exceptions set forth in the following paragraphs, to the carriage of goods consigned under a through consignment note made out for carriage over the territories of at least two of the Contracting States and exclusively over lines included in the list compiled in accordance with Article 59.

2. Consignments despatched from and destined for stations* situated in the territory

* The expression "station" includes ports used by shipping services and all road service establishments open to the public in connection with the performance of the contract of carriage.

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

³ Came into force on 1 January 1975 in respect of the following States on behalf of which an instrument of ratification or an application for accession had been deposited with the Government of Switzerland, after 15 instruments of ratification had been deposited with the latter, in accordance with articles 66 and 67 of the Convention and paragraph 1 of Protocol 1 drawn up by the Diplomatic Conference convened to bring into force the International Conventions of 7 February 1970 concerning the carriage of goods by rail (CIM) and the carriage of passengers and luggage by rail (CIV), concluded at Berne on 9 November 1973.*

State	Date of deposit of the instrument of ratification, or of the application for accession (a)	State	Date of deposit of the instrument of ratification, or of the application for accession (a)
Algeria	22 June 1972	applicable to the transport of passengers, luggage and goods between Ireland and the United Kingdom of Great Britain and Northern Ireland.)	
Austria	7 July 1972	Liechtenstein	29 November 1972
Belgium	28 March 1973	Luxembourg	29 May 1972
Bulgaria	28 September 1973	Netherlands	26 April 1971
Czechoslovakia	11 June 1974	Norway	14 June 1973
Denmark	4 March 1971	Poland	11 October 1974
France	13 February 1973	Portugal	15 October 1971
German Democratic Republic	8 June 1972 a	Romania	27 November 1974
Germany, Federal Republic of** (With a declaration that the Con- vention will also be applicable to Berlin (West) from the date of its entry into force for the Federal Republic of Germany.)	28 May 1974 a	Spain	21 November 1974
Greece	8 December 1972	Sweden	26 November 1974
Hungary	20 February 1974	Switzerland	21 July 1972
Iran	31 July 1971 a	Syrian Arab Republic	20 November 1973
Ireland	1 November 1974	Tunisia	21 May 1973
(With a reservation to the effect that the Convention will not be		United Kingdom of Great Britain and Northern Ireland	16 September 1974
		Yugoslavia	9 June 1971

of the same State, which pass through the territory of another State only in transit, shall not be subject to the terms of this Convention:

- (a) When the lines over which the consignment is carried in that other State are exclusively operated by a railway of the State in which the consignment is despatched;
- (b) Even when the lines over which the consignment is carried in that other State are not exclusively operated by a railway of the State in which the consignment is despatched, if the States or the railways concerned have concluded agreements under which such carriage is not regarded as international.

3. Consignments between stations in two adjacent States and between stations in two States in transit through the territory of a third State shall, if the lines over which the consignments are carried are exclusively operated by railways of one of those three States, be governed by the law of that State, provided that the sender, by using the appropriate consignment note, elects that the internal regulations relating to those railways shall apply, and provided that such application is not contrary to the laws and regulations of any of the States concerned.

Article 2. PROVISIONS CONCERNING CARRIAGE BY MORE THAN ONE MODE OF TRANSPORT

1. Regular road or shipping services which are complementary to railway services and on which international traffic is carried may, in addition to services on railway lines, be included in the list referred to in Article 1. Nevertheless, such services, in so far as they connect at least two Contracting States, may only be included in the list by agreement between those States.

2. The undertakings operating such services shall be subject to all the obligations imposed and enjoy all the rights conferred on railways by this Convention, subject always to such derogations as necessarily result from the differences peculiar to the different modes of transport. Such derogations shall not, however, in any way affect the rules as to liability laid down in this Convention.

3. Any State wishing to have a service of the kind referred to in paragraph 1 of this Article included in the list shall take the necessary steps to have the derogations provided for in paragraph 2 of this Article published in the same manner as tariffs.

4. In the case of international traffic making use both of railways and of transport services other than those specified in paragraph 1 of this Article, the railways may, in conjunction with the other transport undertakings concerned, lay down conditions in their tariffs which have a legal effect different from that of this Convention so as to take

(Footnote 3 continued from page 226)

Subsequently, the Convention came into force in respect of the following States, on the first day of the second month following the month during which the Government of Switzerland notified to the Contracting States the deposit of instruments of ratification, in accordance with the final part of Protocol I. The instruments were deposited with the Government of Switzerland on:

<i>State</i>	<i>Date of deposit</i>	<i>State</i>	<i>Date of deposit</i>
Finland	23 December 1974	Italy	2 March 1976
(With effect from 1 February 1975.)		(With effect from 1 May 1976.)	
Iraq	7 February 1975	Turkey	1 April 1976
(With effect from 1 April 1975.)		(With effect from 1 July 1976.)	
Morocco	9 May 1975		
(With effect from 1 July 1975.)			

* See p. 305 of this volume.

**See p. 285 of this volume for the text of the declaration made upon accession.

⁴ United Nations, *Treaty Series*, vol. 1100, p. 3.

account of the special features of each mode of transport. The railways may, in such a case, prescribe the use of a transport document other than that provided for in Article 6 (1).

Article 3. ARTICLES NOT ACCEPTABLE FOR CARRIAGE

The following shall not be accepted for carriage:

- (a) Articles the carriage of which is a monopoly of the postal authorities in any one of the territories concerned;
- (b) Articles which, by reason of their dimensions, weight or nature or condition are not suitable for the carriage proposed, having regard to the equipment or rolling stock of any one of the railways concerned;
- (c) Articles the carriage of which is prohibited in any one of the territories concerned;
- (d) Substances and articles which are not accepted under the provisions of Annex I to this Convention subject to the exceptions for which there is provision under Article 4 (2).

Article 4. ARTICLES ACCEPTABLE FOR CARRIAGE SUBJECT TO CERTAIN CONDITIONS

1. The following shall be accepted for carriage on certain conditions:

(a) Substances and articles accepted for carriage subject to the conditions contained in Annex 1 to this Convention or in the agreements and tariff clauses mentioned in paragraph 2 of this Article;

(b) Funeral consignments shall be accepted for carriage subject to the following conditions:

- (i) They shall be carried *grande vitesse*;
- (ii) Charges shall be paid by the sender;
- (iii) "Cash-on-delivery" and disbursements shall not be permitted;
- (iv) The consignment note may not be marked "to await order";
- (v) Carriage shall be subject to the laws and regulations of each State except in so far as such carriage is governed by special conventions between several States; an attendant is not necessary if the sender undertakes, by so indicating in the consignment note, to have the body collected within the time-limit laid down in the country of destination;

(c) Railway rolling stock running on its own wheels shall be accepted if a railway verifies that such rolling stock is in running order and so certifies either by marking the rolling stock or by issuing a special certificate; locomotives, tenders, rail motor-coach units and railcars shall in addition be accompanied by a person provided by the sender and competent to carry out lubrication in particular;

Railway rolling stock running on its own wheels, other than locomotives, tenders, rail motor-coach units and railcars, may be accompanied by an attendant who shall carry out lubrication in particular. If the sender intends to make use of this facility he shall state the fact on the consignment note;

(d) Livestock shall be accepted subject to the following conditions:

(i) Livestock shall be accompanied by an attendant provided by the sender. Nevertheless, an attendant shall not be required

— In the case of small animals consigned in a package,

— When the international tariffs so permit, or

— When the railways concerned so permit at the sender's request: in such cases, the railway shall not be liable for any loss or damage resulting from any risk which the attendant was intended to avert unless there is an agreement to the contrary.

The sender shall state in the consignment note the number of attendants or, if the consignments are unaccompanied, shall insert the words “without attendant”;

(ii) The sender shall comply with the veterinary regulations of the States to, from and through which the goods are consigned;

(iii) The consignment note shall not be marked “to await order”;

(e) Articles the carriage of which will give rise to special difficulty by reason of their dimensions, weight, or nature or condition, having regard to the equipment or rolling stock of any one of the railways concerned, shall not be accepted except subject to special conditions to be determined by the railway in each case after consultation with the sender; these conditions may derogate from the provisions of this Convention.

2. Two or more Contracting States may arrange, by agreement, that certain substances or articles not acceptable for carriage under the provisions of Annex I to this Convention will be accepted for international carriage between those States subject to certain conditions, or that the substances and articles specified in Annex I will be accepted subject to conditions less onerous than those laid down in that Annex.

Railways may also, by clauses in their tariffs, either accept certain substances or articles not acceptable for carriage under the provisions of Annex I to this Convention, or adopt conditions less onerous than those laid down in Annex I for substances and articles accepted under that Annex.

Such agreements and tariff clauses shall be notified to the Central Office for International Railway Transport.

Article 5. OBLIGATION OF THE RAILWAY TO CARRY

1. The railway shall be bound to undertake the carriage of any goods, subject to the terms of this Convention, provided that:

(a) The sender complies with the provisions of the Convention;

(b) Carriage can be undertaken by ordinary transport facilities serving the regular traffic requirements;

(c) Carriage is not prevented by circumstances which the railway cannot avoid and which it is not in a position to remedy.

2. The railway shall not be obliged to accept articles the loading, trans-shipment or unloading of which requires the use of special facilities unless the stations at which these operations are to be carried out have such facilities at their disposal.

3. The railway shall only be obliged to accept consignments the carriage of which can take place without delay; the regulations in force at the forwarding station shall determine the circumstances in which that station is obliged to store temporarily consignments not complying with this condition.

4. When the competent authority decides that:

(a) A service shall be discontinued or suspended totally or partially,

(b) Certain consignments shall be refused or accepted only subject to certain conditions, the measures adopted for this purpose shall, without delay, be brought to the notice of the public and of the railways, which shall inform the railways of the other States with a view to their publication.

5. The railways may, by agreement and with the consent of their Governments, decide to limit the carriage of goods between certain places to specified frontier points and transit countries.

These measures shall be communicated to the Central Office which shall notify them to the Governments of the Contracting States. They shall be regarded as having been accepted if, within one month from the date of notification, there has been no objection

to them from a Contracting State. In the event of any objection and if the Central Office does not succeed in removing the differences of opinion it shall convene a meeting of the representatives of the Contracting States.

As soon as these measures can be regarded as having been accepted the Central Office shall notify the Contracting States. They shall then be entered in special lists and published in the manner laid down for the publication of international tariffs.

These measures shall come into force one month after the notification by the Central Office as provided for in the third sub-paragraph above.

6. Any contravention of the provisions of this Article by the railway shall constitute a cause of action for compensation for loss or damage caused thereby.

PART II. THE CONTRACT OF CARRIAGE

Chapter I. FORM AND CONDITIONS OF THE CONTRACT OF CARRIAGE

Article 6. WORDING AND FORM OF THE CONSIGNMENT NOTE

1. The sender shall present a consignment note duly completed for each consignment governed by this Convention.

The railways shall prescribe, for both *grande vitesse* and *petite vitesse* traffic, a model consignment note, which must include a duplicate for the sender.

With respect to the decisions of the railways on the question of the model consignment note the provisions of the second sub-paragraph and the first sentence of the third sub-paragraph of Article 5 (5) shall apply as appropriate.

In the case of certain important traffics or of certain traffics between adjacent countries, the tariffs may prescribe the use of a simplified form of consignment note adapted to the characteristics of the traffics in question.

2. Consignment notes shall be printed in two or where necessary in three languages, of which at least one shall be French, German or Italian.

International tariffs may determine the language in which the particulars to be filled in by the sender in the consignment note shall be entered. In the absence of provisions of this kind, the sender shall enter such particulars in one of the official languages of the country of departure and add a translation in French, German or Italian unless the particulars have been entered in one of those languages.

The railway may require that the particulars and declarations to be entered by the sender in the consignment note and in the annexes thereto shall be in Roman lettering.

3. Choice of the plain white or of the red-bordered consignment note shall indicate whether the goods are to be carried by *petite vitesse* or by *grande vitesse* respectively. A request for *grande vitesse* over one part of the route and *petite vitesse* over the remainder will not be allowed except by agreement between all the railways concerned.

4. The particulars entered in the consignment note shall be written or printed in indelible characters. Consignment notes in which entries have been written over or erased, or those on which pieces of paper have been pasted shall not be accepted. Entries may be struck out on condition that the sender authenticates the deletion by his signature and that, where the number or the weight of the packages is concerned, he inserts the corrected quantities in words.

5. The consignment note shall contain the following particulars:

(a) The name of the destination station, with the information necessary to avoid any confusion between different stations serving the same locality or localities of the same or similar names;

(b) The name and address of the consignee. Only one individual or other legal person shall be shown as consignee. It shall only be permissible to consign to the destination station or to a railway official at the destination station if the tariff applicable expressly permits this to be done. Addresses not indicating the name of the consignee, such as “to the order of . . .” or “to the holder of the duplicate of the consignment note” are not allowed;

(c) A description of the goods. The sender shall describe by the name prescribed for them goods which are accepted for carriage subject to certain conditions in accordance with Article 4 (1) (a) and (2); in the case of other goods, for which the sender requests the application of a particular tariff, by the name given to them in that tariff; and in all other cases by the ordinary commercial description, according to their nature, given to the goods in the State of departure;

(d) The weight, or failing that, comparable information in accordance with the regulations of the forwarding railway. Where the laws or regulations of the country of departure authorise the sender to consign his goods without mention of the weight or information in lieu thereof, such weight or information shall be entered by the forwarding railway;

(e) In the case of consignments in less than wagon loads: the number of packages and a description of the packing. Such information shall also be shown in any consignment note relating to wagon loads which comprise one or more articles or packages forwarded by rail-sea and which require to be trans-shipped.

In the case of consignments where the loading is the duty of the sender: the number of the wagon, and, for privately-owned wagons, the tare;

(f) A detailed list of the documents which are required by Customs and other administrative authorities and which are attached to the consignment note or shown as held at the disposal of the railway at a named station or at the office of the Customs or of any other authority;

(g) The name and address of the sender, and, should he consider it desirable, his telegraphic address or telephone number. Only one individual or other legal person shall be shown in the consignment note as the sender. If the laws and regulations in force at the forwarding station so require, the sender shall add to his name and address, his written, printed or stamped signature; for this purpose, the form of consignment note used may include the word “signature”.

6. In addition, the consignment note shall, if necessary, contain all other particulars provided for in this Convention, and in particular the following:

(a) The words “to await order” or the words “to be delivered home” on condition that these methods of delivery are permitted at the destination station. Any sender who requests that the consignment be delivered to the consignee’s siding must so indicate in the consignment note, immediately after the name and address of the consignee;

(b) The tariffs to be applied, and in particular the special or exceptional tariffs provided for in Article 11 (4) (c) and in Article 35;

(c) The amount in figures representing “interest in delivery” declared in accordance with Article 20;

(d) The charges which the sender undertakes to pay in accordance with the provisions of Article 17;

(e) The amount of “cash on delivery” and of disbursements, in figures (Article 19);

(f) The route prescribed in accordance with the provisions of Article 10 (1) and the names of the stations at which the formalities required by Customs and other administrative authorities are to take place;

(g) Particulars relating to the formalities required by Customs and other administrative authorities in accordance with the second sub-paragraph of Article 15 (1);

(h) A statement that the consignee is not entitled to modify the contract of carriage; this statement shall be worded as follows: "Consignee not authorised to give subsequent orders";

(i) The number of attendants or the entry "without attendant", in accordance with Article 4 (1) (d) (i).

7. If the space set apart in the consignment note for the particulars to be entered by the sender is insufficient additional sheets shall be used, and these shall then become integral parts of the consignment note. These additional sheets shall be of the same format as the consignment note and shall be made out in the same number of copies as the consignment note by means of carbon copying and be signed by the sender. The existence of such additional sheets shall be indicated in the consignment note. If the total weight of the consignment is indicated, this indication shall be entered in the consignment note itself.

8. Other declarations in the consignment note shall not be permitted unless they are prescribed or allowed by the laws and regulations of a State or by the tariffs, and are not contrary to this Convention.

The consignment note shall not be replaced by other documents or supplemented by documents other than those prescribed or allowed by this Convention or by the tariffs.

9. A separate consignment note shall be made out for each consignment. Nevertheless, the following goods shall not be consigned under a single consignment note:

- (a) Goods which by reason of their nature cannot be loaded together without detriment;
- (b) Goods which are to be loaded partly by the railway and partly by the sender;
- (c) Goods which cannot be loaded together without infringing the regulations of the Customs or other administrative authorities;
- (d) Goods accepted for carriage subject to certain conditions, if they comprise substances or articles which, by virtue of Annex I to this Convention or the agreements or tariff clauses mentioned in Article 4 (2) shall not be loaded together or with other goods.

10. One and the same consignment note may not relate to more than a single wagon-load. Nevertheless the following goods may be handed over for carriage with a single consignment note:

- (a) Indivisible articles and articles of exceptional dimensions requiring the use of more than one wagon;
- (b) Consignments loaded in several wagons when special arrangements for the traffic in question, or international tariffs or agreements between the railways concerned so permit over the whole route.

11. The sender may insert in the consignment note in the space set apart for the purpose, but solely as information for the consignee and without involving the railway in any obligation or liability, remarks relating to the consignment, such as:

"Sent by . . .";

"By order of . . .";

"At the disposal of . . .";

"To be reconsigned to . . .";

"Insured with . . .";

"For the . . . Shipping Line or for the ss/mv . . .";

"From the . . . Shipping Line or from the ss/mv . . .";

- “For the . . . road transport service”;
- “From the . . . road transport service”;
- “For the . . . air line”;
- “From the . . . air line”;
- “For export to . . .”.

*Article 7. RESPONSIBILITY FOR STATEMENTS IN THE CONSIGNMENT NOTE.
MEASURES TO BE TAKEN IN CASE OF OVERLOADING. SURCHARGES*

1. The sender shall be responsible for the correctness of the entries and declarations inserted by him or on his behalf in the consignment note; he shall bear all the consequences resulting from the fact that these entries or declarations may be irregular, incorrect, incomplete, or inserted elsewhere than in the allotted space. Should such space be insufficient the sender shall indicate therein the place in the consignment note where the remainder of the entry will be found.

2. The railway shall always have the right to verify that the consignment corresponds with the particulars entered in the consignment note and that the provisions relating to the carriage of goods accepted subject to certain conditions have been complied with.

If the contents of the consignment are examined for this purpose the sender or the consignee, according to whether the examination takes place at the forwarding station or the destination station, shall be invited to be present. Should the interested party not attend, or should the examination take place in transit, then, unless the laws or regulations in force in the State where the examination takes place otherwise provide, it shall be carried out in the presence of two witnesses not connected with the railway. The railway shall not be entitled, however, to examine the contents in transit unless compelled to do so by operational requirements or by the regulations of the Customs or other administrative authorities.

The result of the examination of the particulars in the consignment note shall be entered therein. If examination takes place at the forwarding station, the actual particulars shall also be entered in the duplicate of the consignment note if it is held by the railway. If the consignment does not correspond with the particulars in the consignment note or if the provisions relating to the carriage of goods accepted subject to certain conditions have not been complied with, the cost of the examination shall be charged against the goods unless paid at the time.

3. The conditions under which the railway shall be obliged to establish the weight of goods, the number of packages, or the actual tare of wagons shall be determined by the laws and regulations of each State.

The railway shall be bound to enter in the consignment note the weight, number of packages and actual tare of wagons ascertained upon examination.

4. In the case of weighing on a weighbridge, the weight shall be determined by deducting the tare indicated on the wagon from the total weight of the loaded wagon, unless a different tare results from a special weighing of the empty wagon.

Weights ascertained on a privately-owned weighbridge shall be treated as if they were the weights ascertained on a railway-owned weighbridge, so long as the relevant conditions laid down by the railway concerned have been fulfilled.

5. If weighing by the railway, after the contract of carriage has been made, reveals a difference in weight, the weight ascertained by the forwarding station, or, failing that, the weight declared by the sender, shall be the basis for calculating the carriage charges in the following cases:

- (a) If the difference is manifestly due to the nature of the goods or to atmospheric conditions;

(b) If, after the contract of carriage has been made, weighing by the railway takes place on a weighbridge and does not reveal a difference exceeding two per cent of the weight determined by the forwarding station or, failing that, of the weight declared by the sender.

6. When the sender is responsible for loading a consignment he shall comply with the load limit. The provisions laying down load limits shall be published in the same manner as tariffs. If the sender so requests, the railway shall inform him of the permitted load limit.

7. Without prejudice to the railway's entitlement to the difference in carriage charges and to compensation for any damage which may be suffered, the railway may impose a surcharge in the cases and subject to the conditions specified below:

(a) The surcharge shall be equal to two francs per kilogramme of the gross weight of the whole package:

- (i) In the case of irregular, incorrect or incomplete description of substances and articles not acceptable for carriage under the provisions of Annex I,
- (ii) In the case of irregular, incorrect or incomplete description of substances and articles which, under the provisions of Annex I, are acceptable for carriage subject to certain conditions, or in the case of failure to observe such conditions;

(b) The surcharge shall be equal to fifteen francs per 100 kilogrammes of weight in excess of the load limit in the case of overloading of a wagon loaded by the sender;

(c) The surcharge shall be equal to twice the difference:

- (i) Between the carriage charges which should have been payable from the point of departure to the point of destination, and those which have been charged in the case where the nature of a consignment comprising goods other than those referred to in sub-paragraph (a) of this paragraph has been irregularly, incorrectly or incompletely described, or generally where the description of the consignment enables it to be carried at a tariff lower than that which is properly applicable,
- (ii) Between the carriage charges for the weight declared and those for the weight ascertained in the case where the weight declared is less than the actual weight.

Where a consignment is composed of goods charged at different rates the weights of which can be separately determined without difficulty, the surcharge shall be calculated at the rates respectively applicable to such goods if this method of calculation results in a lower surcharge;

(d) Should there be both an under-declaration of weight and overloading in respect of one and the same wagon, the surcharges payable in respect thereof shall be cumulative.

8. The surcharge to be collected in accordance with paragraph 7 of this Article shall be charged against the goods carried, irrespective of the place where the facts giving rise to the surcharge were established.

9. The amount of the surcharges and the reasons for imposing them shall be entered in the consignment note.

10. The surcharge shall not be due:

- (a) In the case of an incorrect declaration of weight, if the railway is bound to weigh the goods under the regulations in force at the forwarding station;
- (b) In the case of an incorrect declaration of weight or in the case of overloading, if the sender has requested in the consignment note that the railway should weigh the goods;
- (c) In the case of overloading arising in the course of transit from atmospheric conditions, if it is proved that the wagon was not loaded beyond the permitted load limit when made available for carriage at the forwarding station;

- (d) In the case of an increase of weight during transit which does not cause overloading, if it is proved that the increase was due to atmospheric conditions;
- (e) In the case of an incorrect declaration of weight, without overloading, if the difference between the weight indicated in the consignment note and the ascertained weight does not exceed three per cent of the declared weight;
- (f) In the case of the overloading of a wagon when the railway has neither published nor informed the sender of the load limit in a way which enables him to observe it.

11. When the overloading of a wagon is established by the forwarding station or by an intermediate station the excess load may be removed from the wagon even if there are no grounds for imposing a surcharge. Where necessary the sender shall be asked without delay to state what is to be done with the excess load.

Where, however, a consignee has modified the contract of carriage under Article 22, he shall be notified and requested to give instructions regarding the excess load.

The excess load shall be charged for the distance carried in accordance with the carriage charges applicable to the main load, together with any surcharge which may be due under paragraph 7 of this Article; if the excess load is unloaded, the charge for unloading shall be determined by the tariff of supplementary charges of the railway which carried out the unloading.

If the person entitled to do so directs that the excess load be forwarded to the station to which the main load has been consigned, or to another station, or directs that it be returned to the forwarding station, the excess load shall be treated as a separate consignment.

*Article 8. THE MAKING OF THE CONTRACT OF CARRIAGE.
DUPLICATE OF THE CONSIGNMENT NOTE*

1. The contract of carriage shall come into existence as soon as the forwarding railway has accepted the goods for carriage together with the consignment note. The forwarding station shall certify such acceptance by affixing to the consignment note its stamp bearing the date of acceptance.

2. The consignment note and, where appropriate, each additional sheet, must be stamped immediately after the whole consignment to which the consignment note relates has been handed to the railway and—where the regulations in force at the forwarding station so require—such charges as the sender has undertaken to pay have been paid or a security deposited in accordance with Article 17 (7). The stamp shall be affixed in the presence of the sender if he so requests.

3. When stamped the consignment note shall be evidence of the contract of carriage.

4. Nevertheless, when goods are loaded by the sender in accordance with tariffs or agreements made with him, and provided that such agreements are authorised at the forwarding station, the particulars in the consignment note relating to the weight of the goods or to the number of packages shall only be evidence against the railway when that weight or number of packages has been verified by the railway and certified in the consignment note. If necessary these particulars may be proved by means other than such verification and certification by the railway in the consignment note.

The railway shall not be liable either for the weight of the goods or for the number of packages shown in the particulars in the consignment note when it is obvious that there is no actual loss corresponding to the differences in the weight or number of packages.

5. The railway shall certify receipt of the goods and the date of acceptance for carriage by affixing the date stamp on the duplicate of the consignment note, before returning the duplicate to the sender.

The duplicate shall not have effect either as the consignment note accompanying the consignment or as a bill of lading.

Article 9. TARIFFS. PRIVATE AGREEMENTS

1. Carriage charges, whether or not calculated separately for different sections of the route, and supplementary charges shall be calculated in accordance with the tariffs which are legally in force and duly published in each State and which are applicable at the time when the contract of carriage is made.

The publication of international tariffs shall, however, be compulsory only in those States whose railways participate in such tariffs as railways of departure or destination.

Increases in international tariffs, and any other measures that have the effect of making the conditions of carriage prescribed in such tariffs more onerous, shall not come into force until at least 15 days after their publication, except in the following cases:

(a) If an international tariff makes provision for the extension of an internal tariff to cover the whole route, the periods for the publication of such internal tariff shall be applicable;

(b) If increases in the rates contained in an international tariff follow a general increase in the rates contained in the internal tariffs of a participating railway they shall come into force on the day after their publication, on condition that the adjustment of the international tariff rates caused by such general increase has been announced at least 15 days in advance. Nevertheless, such announcement may not be made prior to the publication of the increase in the internal tariff rates in question;

(c) If the carriage charges and supplementary charges provided for in the international tariffs have to be adjusted in order to take account of fluctuations in the rates of exchange, or if obvious errors have to be corrected, such adjustments and corrections shall come into force on the day after their publication.

The tariffs shall contain all the information necessary for calculating carriage and supplementary charges, and shall specify where appropriate the conditions under which rates of exchange will be taken into account.

The tariffs and amendments to the tariffs shall be regarded as being properly published from the time when the railway makes all details thereof available to the users.

2. The tariffs shall indicate all the conditions specially applicable to different types of service and particularly whether they apply to *grande vitesse* or *petite vitesse* service. If for all or certain goods, or between certain points, a railway has a system of tariffs applicable to one type of service only, such tariffs may be applied to goods consigned under either a *petite vitesse* or a *grande vitesse* consignment note, subject to the conditions concerning transit periods applicable to each of such consignment notes under the provisions of Article 6 (3) and Article 11.

The conditions of the tariffs shall be valid unless contrary to this Convention, in which case they shall be regarded as null and void.

International tariffs may be declared compulsorily applicable in international traffic to the exclusion of the internal tariffs, provided that on average they do not lead to appreciably higher charges than those which would result if the sum of the internal tariffs were applied.

The application of an international tariff may be made conditional upon there being an express request for it in the consignment note.

3. The tariffs shall be applied to all users on the same conditions.

Railways may with the consent of their Governments enter into private agreements for reduced charges or other concessions, provided that comparable conditions are afforded to users in comparable circumstances.

Reductions in charges may be granted for the purpose of railway or public services or for charitable purposes.

Publication of the measures taken under the second and third sub-paragraphs of this paragraph shall not be compulsory.

4. No sum shall be charged by the railways on their own account over and above the carriage and supplementary charges provided for in the tariffs, other than sums disbursed by them, such as Customs duties, octroi or police dues, costs of cartage from one station to another which are not shown in the tariff, cost of repairing external or internal packing of goods necessary for ensuring that they are kept in good condition and other similar expenses. Such charges shall be duly noted and entered separately in the consignment note, together with any useful supporting information. When this information is provided on documents attached to the consignment note and when the corresponding charges are to be paid by the sender, the supporting documents shall not be delivered to the consignee with the consignment note, but shall be forwarded to the sender with the account of charges referred to in Article 17 (7).

Article 10. ROUTES AND TARIFFS APPLICABLE

1. The sender may stipulate in the consignment note the route to be followed, indicating it by reference to frontier points or frontier stations and, where appropriate, to transit stations between railways; he may only indicate frontier points and frontier stations which are open to traffic between the forwarding and destination places concerned.

2. The following shall be regarded as [routing] instructions:

- (a) Designation of stations where formalities required by Customs and other administrative authorities are to be carried out, and of stations where special care is to be given to the consignment (attention to animals, re-icing, etc.);
- (b) Designation of the tariffs to be applied, if such designation is sufficient to determine the stations between which the tariffs requested are to be applied;
- (c) Instructions as to the payment of the whole or a part of the charges up to X (X indicating by name the point from which the tariffs applied by adjacent countries take effect).

3. Except in the cases specified in Article 5 (4) and (5) and Article 24 (1), the railway may not carry the goods by a route other than that stipulated by the sender unless:

- (a) The formalities required by Customs and other administrative authorities, as well as the special care to be given to the consignment (attention to animals, re-icing, etc.), will in any event be carried out at the stations indicated by the sender; and
- (b) The charges and the transit periods will not be greater than the charges and transit periods calculated according to the route stipulated by the sender.

4. Subject to the provisions of paragraph 3 of this Article, the charges and transit periods shall be calculated according to the route stipulated by the sender, or, in the absence of any such indication according to the route chosen by the railway.

5. The sender may stipulate in the consignment note which tariffs are to be applied. The railway shall be obliged to apply such tariffs if the conditions laid down for their application have been fulfilled.

6. If the instructions given by the sender are not sufficient to indicate the route or tariffs to be applied, or if any of these instructions are inconsistent with one another, the railway shall choose the route or tariffs which appear to it to be the most advantageous to the sender.

The railway shall not be liable for any loss or damage suffered as a result of this choice, except in the case of wilful misconduct or gross negligence.

7. If a through international tariff exists from the forwarding to the destination station and if, in the absence of adequate instructions from the sender, the railway has applied this tariff, the railway shall, at the request of the person entitled, refund him any difference between the carriage charges thus applied and those which would have resulted had the sum of other tariffs been applied to the same route, but only to the extent that such difference exceeds 10 francs per consignment note.

Similarly, the foregoing provisions of this paragraph shall apply if, in the absence of adequate instructions from the sender, the railway has applied a combination of tariffs even though there is a through international tariff offering a more advantageous charge, all other conditions being the same.

Article 11. TRANSIT PERIODS

1. The transit periods shall be specified either in the regulations in force between the railways participating in the carriage, or in the international tariffs applicable from the forwarding station to the destination station. The transit periods so specified shall not exceed those which would result from the application of the provisions of the following paragraphs.

2. In the absence of any indication in regard to transit periods in the regulations or international tariffs as provided for in paragraph 1 of this Article, and subject to the provisions of the following paragraphs, the transit periods shall be as follows:

(a) For wagon-load consignments:

(i) By *grande vitesse*:

Period for despatch 12 hours

Period for conveyance

—for the first 300 km 24 hours

—and thereafter for each 400 km or fraction thereof 24 hours

(ii) By *petite vitesse*:

Period for despatch 24 hours

Period for conveyance

—for the first 200 km 24 hours

—and thereafter for each 300 km or fraction thereof 24 hours

(b) For less than wagon-load consignments:

(i) By *grande vitesse*:

Period for despatch 12 hours

Period for conveyance per 300 km or fraction thereof. 24 hours

(ii) By *petite vitesse*:

Period for despatch 24 hours

Period for conveyance per 200 km or fraction thereof. 24 hours

All these distances shall relate to the distances to which the tariffs apply.

3. The period for conveyance shall be calculated on the total distance between the forwarding station and the destination station; the period for despatch shall be counted only once, irrespective of the number of systems traversed.

4. The laws and regulations of each State shall determine to what extent the railways shall be entitled to fix additional transit periods in the following cases:

(a) For consignments handed in for carriage at places other than stations or for consignments to be delivered at such places;

(b) For consignments to be carried:

By a line or system not equipped to deal rapidly with consignments,

By sea or inland navigable waterway by ferry or ship,

By a land route not served by rail,

By certain junction lines connecting two lines of the same system or of different systems,

By a secondary line, or

By a line which is not of standard gauge;

(c) For consignments charged at reduced rates in accordance with special and exceptional internal tariffs;

(d) In exceptional circumstances causing:

Either an exceptional increase in traffic, or

Exceptional operating difficulties.

5. Any additional transit period under paragraph 4 (a), (b) and (c) of this Article shall be shown in the tariffs.

Any additional transit period under paragraph 4 (d) of this Article shall be published and shall not come into force before it has been published.

6. The transit period shall run from midnight next following acceptance of the goods for carriage as provided for in Article 8 (1). In the case, however, of traffic consigned *grande vitesse*, the period shall start 24 hours later if the day which follows the day of acceptance for carriage is a Sunday or a legal holiday, unless the forwarding station is open for *grande vitesse* traffic on Sundays or legal holidays.

7. The transit period shall be extended for all consignments, except in the case of any wrongful act or neglect by the railway, by the duration of the period necessitated by:

(a) Examination in accordance with Article 7 (2) and (3), which reveals differences from the particulars shown in the consignment note;

(b) Carrying out the formalities required by Customs and other administrative authorities;

(c) Modifications of the contract of carriage under Article 21 or 22;

(d) Special care to be given to the consignment (attention to animals, re-icing, etc.);

(e) The trans-shipment or adjustment of any badly loaded consignment loaded by the sender;

(f) Any interruption of traffic temporarily preventing the commencement or continuation of carriage.

8. The transit period shall be suspended:

(a) For *petite vitesse* on Sundays and legal holidays;

(b) For *grande vitesse* on Sundays and certain legal holidays when the laws or regulations in any State provide for the suspension of domestic railway transit periods on those days;

(c) For *grande vitesse* and *petite vitesse* on Saturdays when the laws or regulations in any State provide for the suspension of domestic railway transit periods on those days.

9. The reason for and the duration of extensions and suspensions of transit periods provided for in paragraphs 7 and 8 of this Article shall be entered in the consignment note. If necessary proof of these extensions and suspensions may be furnished by means other than the particulars entered in the consignment note.

10. When the transit period terminates after the time at which the destination station closes, the period shall be extended until 2 hours after the time at which the station next opens.

In addition, in the case of *grande vitesse* consignments, if the transit period ends on a Sunday or a holiday as defined in paragraph 8 (b) of this Article, this period shall be extended until the same time on the next working day.

11. The requirements as to the transit period shall be deemed to have been met if, before its expiration:

- (a) In the case where consignments are to be delivered at a station and notice of arrival must be given, such notice is given and the goods are held at the disposal of the consignee;
- (b) In the case where consignments are to be delivered at a station and notice of arrival need not be given, the goods are held at the disposal of the consignee;
- (c) In the case of consignments which are to be delivered to some place other than a station, the goods are placed at the disposal of the consignee.

Article 12. CONDITION, PACKING AND MARKING OF GOODS

1. When the railway accepts for carriage goods showing apparent signs of damage, it may require the condition of such goods to be specially indicated in the consignment note.

2. When the nature of the goods is such as to require packing, the sender shall pack them in such a way as to protect them from total or partial loss or damage in transit and to avoid risk of damage to persons, equipment or other goods.

Moreover, packing shall comply with the provisions of the tariffs and the regulations of the forwarding railway.

3. If the sender has not complied with the provisions of paragraph 2 of this Article, the railway may either refuse the consignment or require the sender to acknowledge in the consignment note the absence or defective condition of packing, with an exact description thereof.

4. The sender shall be liable for all the consequences of the absence of packing or of its defective condition. In particular, he shall be required to make good any loss or damage suffered by the railway from this cause. If the consignment note contains no mention of the absence or defective condition of packing the burden of proof of such absence or defect shall rest upon the railway.

5. When a sender habitually despatches from the same station goods of the same nature requiring packing, and habitually hands them over either without packing or with similar defective packing, he need not comply with the provisions of paragraph 3 of this Article in respect of each consignment if he deposits at that station a general declaration in the form laid down by the railway and published by them. In such cases a reference to the general declaration deposited at the forwarding station shall be included in the consignment note.

6. Unless otherwise provided in the tariffs, the sender shall, in the case of consignments in less than wagon loads, indicate on each package in a clear and indelible manner which will avoid confusion and correspond exactly with the details in the consignment note:

- (a) The address of the consignee marked on the package itself or on a label approved by the railway;
- (b) The destination station.

If the regulations applied by the forwarding railway so require, the name and address of the consignee shall be shown either openly or enclosed within a folded label which may only be opened if the consignment note is missing.

The details required under (a) and (b) above shall also be shown on each article or

package comprised in a wagon load which, when forwarded by rail and sea, requires to be trans-shipped.

Old marks or labels shall be obliterated or removed by the sender.

7. Unless expressly provided otherwise in the tariffs, fragile articles (such as china, pottery and glassware) goods which can become scattered in wagons (such as fruit, nuts, fodder, stones), and also goods which can taint or damage other packages (such as coal, lime, cinders, ordinary earth, coloured earths) shall not be carried otherwise than in wagon loads, unless packed or fastened together in such a manner that they cannot become broken or lost, or taint or damage other packages.

Article 13. DOCUMENTS TO BE FURNISHED FOR THE COMPLETION OF FORMALITIES REQUIRED BY CUSTOMS OR OTHER ADMINISTRATIVE AUTHORITIES. CUSTOMS SEALS

1. The sender shall attach to the consignment note the documents necessary for the completion of formalities required by Customs and other administrative authorities before delivery of the goods to the consignee. Such documents shall relate only to goods which are the subject of one and the same consignment note, unless otherwise provided in regulations, or in tariffs.

When these documents are not attached to the consignment note (see Article 15 (1)) or if they are to be provided by the consignee, the sender shall indicate on the consignment note the station, the Customs office or the office of any other authority where the respective documents will be made available to the railway and where the formalities are to be completed. If the sender will himself be present or be represented by an agent when the formalities required by Customs or any other administrative authority are carried out, it will suffice for these documents to be produced at the time these formalities are carried out.

2. The railway shall not be obliged to check whether the documents furnished are sufficient and correct.

The sender shall be liable to the railway for any loss or damage resulting from the absence or insufficiency or of any irregularity in such documents, except in the case of any wrongful act or default by the railway.

The railway shall, in the case of any wrongful act or default on its part, be liable for any consequences arising from the loss, non-use or misuse of the documents referred to in the consignment note and accompanying that document or deposited with the railway; provided that the compensation payable by the railway shall not exceed that payable in the event of loss of the goods.

3. The sender shall comply with the regulations of Customs or other administrative authorities with respect to the packing and sheeting of the goods. If the sender has not packed or sheeted the goods in accordance with these regulations, the railway shall be entitled to do so and the cost shall be charged against the goods.

The railway may refuse consignments when the seal affixed by Customs or other administrative authorities is damaged or defective.

Chapter II. *PERFORMANCE OF THE CONTRACT OF CARRIAGE*

Article 14. HANDING OVER OF GOODS FOR CARRIAGE AND LOADING OF GOODS

1. The handing over of goods for carriage shall be governed by the laws and regulations in force at the forwarding station.

2. Loading shall be the duty of the railway or the sender according to the regulations in force at the forwarding station, unless otherwise provided in this Convention or unless

the consignment note includes a reference to a special agreement between the sender and the railway.

If loading is carried out by the sender he shall be liable for all consequences of faulty loading. In particular he shall make good any loss or damage which the railway may have suffered from such faulty loading. The burden of proof of faulty loading shall rest upon the railway.

3. Unless otherwise provided in this Convention, goods shall be conveyed in covered wagons, open wagons, wagons specially fitted, or sheeted open wagons according to the provisions of the international tariffs. If there are no international tariffs, or if such tariffs do not contain any provisions on the subject, the regulations in force at the forwarding station shall apply throughout the whole of the route.

Article 15. FORMALITIES REQUIRED BY CUSTOMS AND OTHER ADMINISTRATIVE AUTHORITIES

1. In transit, the formalities required by Customs and other administrative authorities shall be completed by the railway which may, at its own discretion, either delegate this duty to an agent or itself undertake it. In either case the obligations of the railway shall be those of an agent.

Nevertheless, the sender, by so indicating in the consignment note, or the consignee by giving instructions as provided for in Article 22, may ask:

- (a) To be present himself or to be represented by an agent at the formalities referred to in the preceding sub-paragraph for the purpose of furnishing any information or explanations required;
- (b) If and to the extent permitted by the laws and regulations of the country in which the formalities required by Customs or other administrative authorities are to be carried out, to complete such formalities himself or to have them completed by an agent;
- (c) When he or his agent completes, or is present at the completion of these formalities, to pay, personally or through his agent, Customs duties and other charges, provided that the laws and regulations of the country where these formalities are completed so permit.

Neither the sender, nor the consignee who has the right of disposal, nor the agent of either shall have any right to take possession of the goods.

If for the completion of the formalities required by Customs or other administrative authorities the sender has designated a station where the regulations in force do not permit of the completion of such formalities, or if he has stipulated for this purpose any other procedure which cannot be followed, the railway shall act in the manner which appears to it to be most favourable to the interests of the party concerned and shall inform the sender of the measures taken.

If the sender has inserted in the consignment note an entry that he will pay charges including Customs duty the railway shall have the choice of completing Customs formalities either in course of transit or at the destination station.

2. Subject to the exception contained in the final sub-paragraph of paragraph 1 of this Article, the consignee shall be entitled to complete Customs formalities at the destination station if that station has a Customs office and the consignment note provides for Customs clearance on arrival, or, in the absence of such provision, if the goods arrive under Customs control. The consignee may also complete these formalities at a destination station not provided with a Customs office, if the national laws and regulations so permit or if the prior authority of the railway and the Customs authorities has been obtained. If the consignee exercises any of the rights conferred on him by this sub-paragraph, he shall pay in advance the charges due on the consignment.

The railway may proceed in the manner indicated in paragraph 1 of this Article, if the consignee has not taken possession of the consignment note within the period fixed by the regulations in force at the destination station.

Article 16. DELIVERY

1. The railway shall deliver the consignment note and the goods to the consignee at the destination station against a receipt and payment of the amounts chargeable to the consignee by the railway.

Acceptance of the consignment note renders the consignee liable to pay to the railway the amounts chargeable to him.

2. It shall be equivalent to delivery of the goods to the consignee if:

- (a) They have been handed over to Customs or *octroi* authorities at their premises or warehouses, when these are not subject to railway supervision, or
- (b) They have been deposited for storage with the railway, a forwarding agent or in a public warehouse,

in accordance with the provisions in force.

3. The laws and regulations in force at the destination station or the terms of any contracts with the consignee shall determine whether the railway is entitled or obliged to hand over the goods to the consignee elsewhere than at the destination station, whether on a private siding, at his address or in a railway depot. If the railway hands over the goods, or arranges for them to be handed over on a private siding, to his address, or to a depot, delivery shall not be deemed to have been effected until the time when they are so handed over. Unless the railway and the owner of the private siding have agreed otherwise, operations carried out by the railway on behalf of and under the instructions of that owner of the private siding shall not be covered by the contract of carriage.

4. After the arrival of the goods at the destination station, the consignee shall be entitled to require the railway to deliver the consignment note and the goods to him. If the loss of the goods is established or if the goods have not arrived after the expiration of the period provided for in Article 30 (1), the consignee shall be entitled to enforce in his own name any rights against the railway which he may have acquired by reason of the contract of carriage.

5. The person entitled to delivery may refuse to accept the goods even when he has received the consignment note and paid the charges if and so long as an examination for which he has asked in order to verify alleged damage has not been made.

6. In all other respects, delivery of goods shall be carried out in accordance with the laws and regulations of the country of destination.

Article 17. PAYMENT OF CHARGES

1. The charges (carriage charges, supplementary charges, Customs duties and other charges incurred from the time of acceptance for carriage to the time of delivery) shall be paid by the sender or the consignee in accordance with the following provisions.

In applying these provisions, charges which, according to the applicable tariff, must be added to the standard rates or special charges when calculating the carriage charges shall be deemed to be carriage charges.

2. A sender who undertakes to pay a part or all of the charges shall indicate this on the consignment note by using one of the following phrases:

- (a) (i) "Carriage charges paid", if he undertakes to pay carriage charges only;
- (ii) "Carriage charges paid including . . .", if he undertakes to pay charges additional to those for carriage; in which case he shall give an exact

description of those charges; the additions, which may relate only to the supplementary charges or other charges incurred from the time of acceptance for carriage until that of delivery as well as to sums collected either by Customs or other administrative authorities shall not result in any division of the total amount of any one category of charges (for example, the total amount of Customs duties and of other amounts payable to Customs, value added tax being regarded as a separate category);

- (iii) "Carriage charges paid to X" (X indicating by name the point at which the tariffs applied by adjacent countries take effect), if he undertakes to pay carriage charges to X;
- (iv) "Carriage charges paid to X including . . ." (X indicating by name the point at which the tariffs applied by adjacent countries take effect), if he undertakes to pay charges additional to those for carriage to X, but excluding all charges relating to the subsequent country or railway. The sender shall give an exact description of these charges; the additions, which may relate only to supplementary charges or other charges incurred from the time of acceptance for carriage to X, as well as to sums collected either by Customs or by other administrative authorities, shall not result in any division of the total amount of any one category of charges (for example, the total amount of Customs duties and of other amounts payable to Customs, value added tax being regarded as a separate category);

(b) "All charges paid", if he undertakes to pay all charges of every kind (carriage charges, supplementary charges, Customs duties and other charges);

(c) "Charges paid not exceeding . . .", if he undertakes to pay a fixed amount. Except when provision is made to the contrary in the tariffs, this amount shall be expressed in the currency of the forwarding country.

Supplementary charges and other charges which, according to the regulations and internal tariffs of the forwarding country or, as the case may be, according to the rates of the international tariff which has been applied, are to be calculated for the whole of the route over which the charges apply, and the charge for interest in delivery laid down in Article 20 (2), shall always be paid in full by the sender, in the case of payment of the charges in accordance with (a) (iv) of this paragraph.

3. The international tariffs may, as regards payment of charges, prescribe the exclusive use of certain phrases set out in paragraph 2 of this Article or the use of other phrases.

4. Charges which the sender has not undertaken to pay shall be deemed to be payable by the consignee. Nevertheless such charges shall be payable by the sender if the consignee has not taken possession of the consignment note, nor exercised his rights under Article 16 (4), nor modified the contract of carriage in accordance with Article 22.

5. Supplementary charges, such as charges for demurrage, warehousing and weighing, which arise from an act attributable to the consignee or from a request which he has made, shall be paid by him.

6. The forwarding railway may require the sender to prepay the charges in the case of goods which in its opinion are liable to rapid deterioration or which, by reason of their low value or their nature, do not provide sufficient cover for such charges.

7. If the amount of the charges which the sender undertakes to pay cannot be ascertained exactly at the time the goods are handed over for carriage, such charges shall be entered in a charges note and a settlement of accounts shall be made with the sender not later than 30 days after the expiration of the transit period. The railway may require as security a deposit approximating to the amount of such charges for which a receipt

shall be given. A detailed account of charges drawn up from the particulars in the charges note shall be delivered to the sender in return for the receipt.

8. The forwarding station shall specify, both in the consignment note and in the duplicate, the amount of the charges which the sender has undertaken to pay unless the instructions or tariffs in force at the forthcoming station provide that these charges need only be specified in the duplicate. In the cases provided for in paragraph 7 of this Article, these charges are not to be specified either in the consignment note or in the duplicate.

Article 18. CORRECTION OF CHARGES

1. In the case of incorrect application of a tariff or of error in determining or collecting charges, overcharges shall be refunded forthwith by the railway and undercharges paid to the railway when the amount of the overcharge or undercharge exceeds 10 francs per consignment note.

2. If the consignee has not taken possession of the consignment note the sender shall be obliged to pay to the railway any amounts undercharged. When the consignment note has been accepted by the consignee or when the contract of carriage has been modified in accordance with Article 22, the sender shall be obliged to pay an undercharge only to the extent that it relates to the charges which he has undertaken to pay by his declaration in the consignment note; any balance of the undercharge shall be paid by the consignee.

3. If the sums due under this Article exceed 10 francs per consignment note they shall bear interest at five per cent per annum.

Such interest shall be calculated from the date of the demand for payment or from the date of the claim referred to in Article 41 or, if there has been no such demand or claim, from the date of the institution of legal proceedings.

If, within a reasonable period laid down by the railway, the claimant does not submit to the railway the supporting documents required before the amount of the claim can be finally settled, no interest shall accrue between the expiration of the period laid down and the actual submission of such documents.

Article 19. "CASH ON DELIVERY" AND DISBURSEMENTS

1. The sender may make the consignment subject to a cash on delivery payment not exceeding the value of the goods. The amount of such cash on delivery payment shall be expressed in the currency of the country of departure but the tariffs may provide for exceptions.

2. The railway shall not be obliged to account for the cash on delivery payment until the amount thereof has been received from the consignee. The amount shall be placed at the sender's disposal within thirty days of payment by the consignee; in case of delay interest at five per cent per annum shall be due from the date of the expiration of that period.

3. If the goods have been delivered, wholly or in part, to the consignee without prior collection of the amount of the cash on delivery payment, the railway shall be liable to pay to the sender the amount of any loss sustained by him up to the total amount of the cash on delivery payment without prejudice to its right of recovery from the consignee.

4. Cash on delivery consignments shall be subject to the collection fee laid down in the tariffs; such fee shall be payable notwithstanding cancellation or reduction of the amount of the cash on delivery payment by modification of the contract of carriage (Article 21 (1)).

5. Disbursements shall only be allowed if made in accordance with the regulations in force at the forwarding station.

Article 20. DECLARATION OF INTEREST IN DELIVERY

1. Any consignment may be the subject of a declaration of interest in delivery entered in the consignment note in accordance with Article 6 (6) (c).

The amount declared shall be shown in the currency of the country of departure, in gold francs, or in such other currency as may be determined by the tariffs.

2. The charge for interest in delivery shall be calculated for the whole of the route concerned, in accordance with the tariffs of the forwarding railway.

Chapter III. MODIFICATION OF THE CONTRACT OF CARRIAGE

Article 21. RIGHT OF THE SENDER TO MODIFY THE CONTRACT OF CARRIAGE

1. The sender shall be entitled to modify the contract of carriage by giving orders for:

- (a) Goods to be withdrawn at the forwarding station;
- (b) Goods to be stopped in transit;
- (c) Delivery of goods to be delayed;
- (d) Goods to be delivered to a person other than the consignee shown in the consignment note;

(e) Goods to be delivered at a station other than the destination station shown in the consignment note, or to be returned to the forwarding station; in which case the sender may stipulate that a consignment forwarded initially by *petite vitesse* shall be reforwarded by *grande vitesse* or *vice versa* if the station where the consignment has been stopped provides both kinds of service; the sender may also indicate the tariff to be applied and the route to be followed. The sender must also give new prepayment instructions if he has undertaken to pay any of the charges up to the point at which the tariffs applied by adjacent countries take effect as laid down in Article 17 (2) and if, as a result of modification of the contract of carriage, the consignment is no longer routed through this point. These new prepayment instructions may not, however, involve any changes in the original instructions relating to countries already crossed, except in the case of a modification permitted under sub-paragraph (h) below.

Unless otherwise provided in the tariffs of the forwarding railway, requests for modification of the contract of carriage shall also be accepted when their purpose is:

- (f) To make the consignment subject to a cash on delivery payment;
- (g) The increase, decrease or cancellation of the amount of the cash on delivery payment;
- (h) The undertaking to pay charges relating to a consignment which has not been prepaid or to pay an increase of charges in accordance with the provisions of Article 17 (2).

Orders other than those enumerated above shall not be accepted. International tariffs may, however, entitle the sender to modify the contract of carriage by giving orders in addition to those indicated above.

Orders shall not be accepted if to carry them out would split the consignment.

2. The subsequent orders referred to above shall be given by means of a written declaration in the form laid down and published by the railways.

Such declaration shall be reproduced and signed by the sender in the duplicate of the consignment note which shall be presented to the railway at the same time. The forwarding station shall certify that the subsequent order has been received by affixing its date stamp on the duplicate note below the declaration made by the sender. This

duplicate shall then be returned to him. A railway complying with a sender's orders without requiring production of such duplicate shall be liable for any loss or damage thereby caused to the consignee if the duplicate has been delivered to him by the sender.

If the sender requests the increase, decrease or cancellation of the amount of a cash on delivery payment, he shall produce the document which was originally delivered to him. In the case of increase or decrease of the amount of the cash on delivery payment, such document shall be returned to the person concerned after correction; it shall be surrendered by that person in the event of cancellation of the amount of the cash on delivery payment.

Any subsequent orders given by the sender in a form other than that prescribed shall be null and void.

3. No railway shall carry out subsequent orders given by the sender unless they are transmitted through the forwarding station.

If the sender so requests, the destination station or the station at which the consignment is to be stopped shall be notified, at the sender's expense, by telegram or telephone message originating at the forwarding station and confirmed in writing, or by teleprinter. Unless otherwise provided in the international tariff or other agreements between the railways concerned, the destination station or the station at which the consignment is to be stopped shall carry out the subsequent order, without awaiting confirmation, when the telegram or telephone message originates from the forwarding station; in case of doubt the origin of the message shall be checked.

4. The sender's right to modify the contract of carriage shall, notwithstanding that he is in possession of the duplicate of the consignment note, cease in any of the following cases:

- (a) When the consignee has taken possession of the consignment note;
- (b) When the consignee has accepted the goods;
- (c) When the consignee has exercised his right under the contract of carriage in accordance with Article 16 (4);
- (d) When the consignee is entitled, in accordance with Article 22, to give orders, as soon as the consignment has entered the Customs territory of the country of destination.

After the sender's right to modify the contract of carriage has ceased to exist, the railway shall comply with the orders of the consignee.

Article 22. RIGHT OF THE CONSIGNEE TO MODIFY THE CONTRACT OF CARRIAGE

1. The consignee shall be entitled to modify the contract of carriage if the sender has not undertaken to pay the charges relating to carriage in the country of destination, and has not inserted the statement provided for in Article 6 (6) (h) in the consignment note.

Any orders which the consignee may give shall have effect only when the consignment has entered the Customs territory of the country of destination.

The consignee may give orders for:

- (a) Goods to be stopped in transit;
- (b) Delivery of goods to be delayed;
- (c) Goods to be delivered in the country of destination to a person other than the consignee shown in the consignment note;
- (d) Formalities required by Customs and other administrative authorities to be carried out in accordance with one of the methods set out in the second sub-paragraph of Article 15 (1).

In addition and unless provision is made to the contrary in international tariffs, the consignee may give orders for:

(e) The goods to be delivered in the country of destination at a station other than the destination station indicated in the consignment note. In that event, he may stipulate that a consignment sent initially by *petite vitesse* shall be reforwarded by *grande vitesse* or *vice versa* if the station where the consignment has been stopped provides both kinds of service. He may also indicate the tariff to be applied and the route to be followed.

Orders other than those enumerated above shall not be accepted. International tariffs may, however, entitle the consignee to modify the contract of carriage by giving orders in addition to those indicated above.

Orders shall not be accepted if to carry them out would split the consignment.

2. The orders referred to above shall be given by addressing, either to the destination station or to the station of entry into the country of destination, a written declaration in the form laid down and published by the railways.

Any orders given by the consignee in a form other than that prescribed shall be null and void.

It shall not be necessary for the consignee to produce the duplicate of the consignment note in order to exercise his right to modify the contract of carriage.

3. If the consignee so requests, the station which has received the order shall notify, at the expense of the consignee, by telegram or telephone message confirmed in writing, or by teleprinter, the station which is to carry it out; the latter station shall carry out the order without awaiting confirmation, when the telegram or telephone message originates from the station which has received the order; in case of doubt the origin of the message shall be checked.

4. The consignee's right to modify the contract of carriage shall cease in any of the following cases:

- (a) When he has taken possession of the consignment note;
- (b) When he has accepted the goods;
- (c) When he has exercised his rights under the contract of carriage in accordance with Article 16 (4);
- (d) When the person designated by him in accordance with sub-paragraph 1 (c) of this Article has taken possession of the consignment note or exercised his rights in accordance with Article 16 (4).

5. If the consignee has given instructions for delivery of the goods to another person, that person shall not be entitled to modify the contract of carriage.

Article 23. THE CARRYING OUT OF SUBSEQUENT ORDERS

1. The railway shall not refuse to carry out orders given under Articles 21 or 22 or delay doing so unless:

- (a) It is no longer possible to carry out the orders by the time they reach the station responsible for doing so;
- (b) Compliance with the orders would interfere with normal railway operations;
- (c) The order involves a change of destination station and to carry it out would contravene the laws and regulations in force in any one of the territories concerned, and in particular the requirements of the Customs and other administrative authorities;
- (d) The order involves a change of destination station, and the value of the goods will not, as far as can be foreseen, cover all the charges which will be payable on the consignment on its arrival at the new destination, and unless the amount of such charges is not paid or guaranteed immediately.

In the foregoing cases, the person who has given the subsequent orders shall be informed as soon as possible of any circumstances which prevent his orders being carried out.

If the railway is not in a position to foresee such circumstances, the person who has given subsequent orders shall be liable for all the consequences of starting to carry them out.

2. If it is laid down in the subsequent instructions that the goods are to be delivered to an intermediate station, carriage shall be charged from the forwarding station to such intermediate station. If, however, the goods have already been carried beyond that intermediate station, carriage shall be charged from the forwarding station to the station at which the goods are stopped and from that station back to the intermediate station.

If it is laid down in the subsequent orders that the goods are to be carried to a different destination station or returned to the forwarding station, carriage shall be charged from the forwarding station to the station at which the goods are stopped and from that station to the new destination station or back to the forwarding station as the case may be.

The tariffs applicable shall be those in force for each section of the route on the day on which the contract of carriage is made.

The foregoing provisions shall apply in the same way to supplementary charges and other charges.

3. The charges arising from the carrying out of an order given by the sender or consignee, except those arising from any wrongful act or default by the railway, shall be charged against the goods.

4. Subject to the provisions of paragraph 1 of this Article the railway shall, in the case of any wrongful act or default on its part, be liable for the consequences of failing to carry out or of improperly carrying out instructions given under Articles 21 or 22. Nevertheless, compensation payable by the railway shall never exceed that which would be payable for loss of the goods.

Article 24. CIRCUMSTANCES PREVENTING CARRIAGE

1. When circumstances prevent carriage of the goods, it shall rest with the railway to decide whether it is preferable to carry the goods on its own initiative by an alternative route or whether it is advisable in the sender's interest to give him all the information available to the railway and ask him for instructions. Unless there is a wrongful act or default by the railway, it shall be entitled to recover the carriage charges applicable to the route followed and shall be allowed the transit periods applicable to such route, even if longer than those applicable to the original route.

2. If there is no alternative route, or if for other reasons it is impossible to continue carrying the goods, the railway shall ask the sender for instructions. Nevertheless, it shall not be obliged to do so in the event of carriage being temporarily prevented by circumstances referred to in Article 5 (4).

3. The sender may enter in the consignment note instructions to be carried out in the event of circumstances preventing carriage.

If, in the opinion of the railway, such instructions cannot be carried out, the railway shall ask the sender for fresh instructions.

4. The sender, on being notified of any circumstances preventing carriage, may give his instructions either to the forwarding station or to the station where the goods are being held. If he changes the consignee or the destination station or gives his instructions to a station other than the forwarding station, he shall enter his instructions in the duplicate of the consignment note, which shall be produced.

If the railway carries out the sender's instructions without having required production of the duplicate of the consignment note, and if that duplicate has been sent or handed to the person previously designated as consignee, the railway shall be liable to that person for any resulting loss or damage.

5. Unless the sender, on being notified of a circumstance preventing carriage, gives, within a reasonable time, instructions which can be carried out, action shall be taken in accordance with the regulations relating to circumstances preventing delivery which are in force on the railway on which the goods have been held up.

If the goods have been sold, the proceeds of sale, less any expenses chargeable against the goods, shall be held at the disposal of the sender. If such proceeds are less than the expenses chargeable against the goods the sender shall pay the difference.

6. If the circumstances preventing carriage cease to obtain before the arrival of instructions from the sender, the goods shall be forwarded to their destination without waiting for such instructions and the sender shall be notified to that effect as soon as possible.

7. If the circumstances preventing carriage arise after the consignee has modified the contract of carriage in accordance with Article 22, the railway shall notify such consignee to whom the provisions of paragraphs 1, 2, 5 and 6 of this Article shall apply by analogy. He shall not be obliged to produce the duplicate of the consignment note.

8. The provisions of Article 23 shall apply to carriage undertaken in accordance with this Article.

Article 25. CIRCUMSTANCES PREVENTING DELIVERY

1. When circumstances prevent delivery of the goods, the destination station shall without delay notify the sender through the forwarding station, and ask for his instructions. The destination station shall notify him direct, either in writing, by telegram or by teleprinter, if he has so requested in the consignment note. The expense of such notification shall be charged against the goods.

If the circumstances preventing delivery cease to obtain before the arrival at the destination station of instructions from the sender, the goods shall be delivered to the consignee. Notification of such delivery shall be given without delay to the sender by registered letter; the expense of such notification shall be charged against the goods.

If the consignee refuses the goods, the sender shall be entitled to give instructions even if he is unable to produce the duplicate of the consignment note.

The sender may also request in the consignment note that the goods shall be returned to him without further instructions in the event of circumstances preventing delivery. Unless such request is made, the goods may not be returned to the sender without his express consent.

Unless the tariffs otherwise provide, the sender's instructions shall be given through the forwarding station.

2. Except as otherwise provided in paragraph 1 of this Article and subject to the provisions of Article 45, the procedure in the event of circumstances preventing delivery shall be determined by the laws and regulations in force on the railway responsible for delivery.

If the goods have been sold the proceeds of sale, less any expenses chargeable against the goods, shall be held at the disposal of the sender. If such proceeds are less than the expenses chargeable against the goods the sender shall pay the difference.

3. If the circumstances preventing delivery arise after the consignee has modified the contract of carriage in accordance with Article 22, the railway shall notify such consignee, to whom the second sub-paragraph of (2) of this Article shall apply by analogy.

4. The provisions of Article 23 shall apply to carriage undertaken in accordance with this Article.

PART III. LIABILITY. LEGAL PROCEEDINGS

Chapter I. LIABILITY

Article 26. COLLECTIVE RESPONSIBILITY OF RAILWAYS

1. The railway which has accepted goods for carriage with the consignment note shall be responsible for the carriage over the entire route up to delivery.

2. Each succeeding railway, by the very act of taking over the goods with the original consignment note, shall participate in the performance of the contract of carriage in accordance with the terms of that document, and shall be subject to the obligations arising therefrom without prejudice to the provisions of Article 43 (3) relating to the railway of destination.

Article 27. EXTENT OF LIABILITY

1. The railway shall be liable for exceeding the transit period, for total or partial loss of the goods, and for damage to the goods between the time of acceptance for carriage and the time of delivery.

2. The railway shall, however, be relieved of this liability if the exceeding of the transit period or the loss or damage was caused by any wrongful act or neglect on the part of the claimant, by instructions given by the claimant other than as a result of any wrongful act or neglect on the part of the railway, by inherent vice of the goods (decay, wastage, etc.) or by circumstances which the railway could not avoid and the consequences of which it was unable to prevent.

3. The railway shall be relieved of this liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:

- (a) Carriage in open wagons under the conditions applicable thereto or the terms of an agreement made with the sender and referred to in the consignment note;
- (b) Absence or inadequacy of packing in the case of goods which, by their nature, are liable to wastage or damage when not packed or when not properly packed;
- (c) Loading operations carried out by the sender or unloading operations carried out by the consignee under the conditions applicable thereto, or under an agreement made with the sender and referred to in the consignment note, or under an agreement with the consignee;
 - Loading in a wagon which has a defect apparent to the sender or faulty or improper loading when carried out by the sender under the conditions applicable thereto or under an agreement made with the sender and referred to in the consignment note;
- (d) Completion by the sender, the consignee or agent of either, of the formalities required by Customs or other administrative authorities;
- (e) The nature of certain kinds of goods which particularly exposes them to total or partial loss or damage, especially through breakage, rust, spontaneous decay, desiccation or wastage;
- (f) Forwarding, under an irregular, incorrect or incomplete description, of articles not accepted for carriage; forwarding, under an irregular, incorrect or incomplete description, of those articles accepted subject to certain conditions, or the failure on the part of the sender to observe the prescribed precautions in respect of such articles;

- (g) Carriage of livestock;
- (h) Carriage of consignments which, under this Convention, the conditions applicable, or under an agreement made with the sender and referred to in the consignment note, must be accompanied by an attendant, insofar as the loss or damage results from any risk which the attendant was intended to avert.

Article 28. BURDEN OF PROOF

1. The burden of proving that the exceeding of the transit period, loss or damage was due to one of the causes specified in Article 27 (2) shall rest upon the railway.

2. When the railway establishes that, in the circumstances of a particular case, loss or damage could be attributed to one or more of the special risks referred to in Article 27 (3), it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

This presumption shall not apply in the circumstances envisaged in Article 27 (3) (a) if there has been an abnormal shortage, or a loss of any package.

Article 29. PRESUMPTION IN THE CASE OF RECONSIGNMENT

1. When a consignment despatched subject to the provisions of this Convention has been reconsigned also subject to those provisions and partial loss or damage has been discovered after the reconsignment, it shall be presumed that such loss or damage occurred during the last contract of carriage if the following conditions are satisfied:

- (a) The consignment remained in the care of the railway during the whole period;
- (b) The consignment was reconsigned in the same condition as it arrived at the station from which it was reconsigned.

2. The same presumption shall exist when the contract of carriage prior to the reconsignment was not subject to this Convention provided that the Convention would have been applicable in the case of a through consignment from the original forwarding station to the final destination station.

Article 30. PRESUMPTION OF LOSS OF GOODS. POSITION IF SUBSEQUENTLY RECOVERED

1. The person entitled to claim for the loss of goods may, without being required to furnish further proof, treat goods as lost when they have not been delivered to the consignee, or are not being held at his disposal within thirty days after the expiration of the transit periods.

2. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified without delay should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgement of such request.

3. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him at any station on the route, against payment of the charges in respect of carriage from the forwarding station to the station where delivery is made and also against refund of the compensation he has received, less any charges included therein but without prejudice to any claims to compensation for exceeding the transit period under Article 34 and, where applicable, Article 36.

4. In the absence of the request mentioned in paragraph 2 of this Article or of any instructions given within the period of thirty days specified in paragraph 3 of this Article, or if the goods are not recovered until more than one year after the payment of compensation, the railway shall dispose of them in accordance with the laws and regulations of the State to which the railway belongs.

Article 31. AMOUNT OF COMPENSATION FOR LOSS OF GOODS

1. When, under the provisions of this Convention, a railway is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated:

According to the commodity exchange quotation, or,

If there is no such quotation, according to the current market price, or

If there is neither, according to the normal value.

These bases of calculation shall refer to goods of the same kind and quality at the place and time at which the goods were accepted for carriage.

Provided that compensation shall not exceed 50 francs per kilogramme of gross weight short subject to the limits imposed by Article 35.

In addition, carriage charges, Customs duties and other expenses incurred in respect of carriage of the missing goods shall be refunded, but no further damages shall be payable.

2. When the amounts on which these calculations are based are not expressed in the currency of the State in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

Article 32. LIMITATION OF LIABILITY FOR WASTAGE IN TRANSIT

1. In respect of goods which, by reason of their nature, are generally subject to wastage in transit by the sole fact of carriage, the railway shall only be liable to the extent that the wastage exceeds the following allowances, whatever the length of the route:

(a) Two per cent of the weight for liquid goods or goods consigned in a moist condition, and also for the following goods:

Bark	Leather
Bones, whole or ground	Liquorice wood
Coal and coke	Mushrooms, fresh
Dye woods, grated or ground	Peat and turf
Fats	Putty or mastic, fresh
Fish, dried	Roots
Fruit, fresh, dried or cooked	Salt
Furs	Sinews, animal
Hide cuttings	Soap and solidified oils
Hides	Tobacco, cut
Hog bristles	Tobacco leaves, fresh
Hops	Vegetables, fresh
Horns and hooves	Wool
Horse hair	

(b) One per cent of the weight for all other dry goods likewise subject to wastage in transit.

2. The limitation of liability provided for in paragraph 1 of this Article shall not apply if, in the circumstances of a particular case, it is proved that the loss was not due to causes which would justify the above-mentioned allowances.

3. Where several packages are carried under a single consignment note, the wastage in transit shall be calculated separately for each package if its weight on despatch was shown separately in the consignment note or can otherwise be established.

4. In the event of total loss of the goods, no deduction for wastage in transit shall be made in calculating the compensation payable.

5. The provisions of this Article shall be without prejudice to those of Articles 27 and 28.

Article 33. AMOUNT OF COMPENSATION FOR DAMAGE TO GOODS

In the case of damage, the railway shall be liable for the amount by which the goods have depreciated, but no further damages shall be payable. This amount shall be calculated by applying to the value of the goods as defined in Article 31 the percentage of depreciation in value at the place of destination. In addition, the charges set out in the last subparagraph of Article 31 (1) shall be refunded in the same proportion.

Provided that compensation shall not exceed:

- (a) If the whole consignment has depreciated through damage, the amount which would have been payable in the case of total loss;
- (b) If only part of the consignment has depreciated through damage, the amount which would have been payable had that part been lost.

Article 34. AMOUNT OF COMPENSATION FOR EXCEEDING THE TRANSIT PERIOD

1. In the event of the transit period being exceeded by more than 48 hours and, in the absence of proof by the claimant that loss or damage has been suffered thereby, the railway shall be obliged to refund one-tenth of the carriage charges, subject to a maximum of 50 francs per consignment.

2. If proof is furnished that loss or damage has resulted from the transit period being exceeded, compensation not exceeding twice the amount of the carriage charges shall be payable.

3. The compensation provided for in paragraphs 1 and 2 of this Article shall not be payable in addition to that which would be due in respect of total loss of the goods.

In the case of partial loss, such compensation shall be payable, where appropriate, in respect of that part of the consignment which has not been lost.

In the case of damage, such compensation shall, where appropriate, be additional to that provided for in Article 33.

In no case shall compensation payable under paragraphs 1 and 2 of this Article, together with that payable under Articles 31 and 33, exceed, in the aggregate, the compensation which would be payable in respect of total loss of the goods.

Article 35. LIMITATION OF COMPENSATION UNDER CERTAIN TARIFFS

When the railway agrees to special conditions of carriage (special or exceptional tariffs) involving a reduction in the carriage charges normally applied (general tariffs), it may limit the amount of compensation payable to a claimant in respect of the exceeding of the transit period or of loss or damage provided that such limit is indicated in the tariff.

When a limit is so fixed in a tariff applicable only to a portion of the journey, it shall not be invoked unless the circumstances giving rise to the compensation occurred on that portion of the journey.

Article 36. AMOUNT OF COMPENSATION IN CASE OF DECLARATION OF INTEREST IN DELIVERY

If a declaration of interest in delivery has been made, compensation for additional loss or damage proved may be claimed, in addition to the compensation provided for in Articles 31, 33, 34 and, where appropriate, Article 35, up to the total amount of the interest declared.

Article 37. AMOUNT OF COMPENSATION IN CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF THE RAILWAY

In all cases where the exceeding of the transit period, or total or partial loss of or damage to the goods, has been caused through wilful misconduct or gross negligence on the part of the railway, full compensation shall be payable by the railway for the damage proved. Nevertheless, in the case of gross negligence, liability shall be limited to twice the maxima specified in Articles 31, 33, 34, 35 and 36.

Article 38. INTEREST ON COMPENSATION. REFUND OF COMPENSATION

1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per cent per annum, shall be payable only if the compensation exceeds ten francs per consignment note. Such interest shall accrue from the date of the claim referred to in Article 41 or, if no such claim has been made, from the date on which legal proceedings are instituted.

If, within a reasonable period laid down by the railway, the claimant does not submit to the railway the supporting documents required before the amount of the claim can be finally settled, no interest shall accrue between the expiration of the period laid down and the actual submission of such documents.

2. Any compensation improperly obtained shall be refunded.

Article 39. LIABILITY OF THE RAILWAY FOR ITS SERVANTS

The railway shall be liable for its own servants and for any other persons whom it employs in the carriage of goods entrusted to it.

If, however, railway servants, at the request of an interested party, make out consignment notes, make translations or render other services which the railway itself is under no obligation to render, they shall be deemed to do so on behalf of the person to whom the services are rendered.

Article 40. BRINGING OF EXTRACTIONAL ACTIONS

No action of any kind shall be brought against a railway in respect of its liability under the provisions of this Convention except subject to the conditions and limitations laid down herein.

The same shall apply to any action brought against persons for whom the railway is liable under Article 39.

Chapter II. *CLAIMS. ACTIONS. PROCEDURE AND LIMITATION OF ACTIONS*

Article 41. CLAIMS

1. Claims relating to the contract of carriage shall be made in writing to the railway specified in Article 43.

2. Such a claim may be made by persons who have the right to sue the railway under Article 42.

3. When the sender makes the claim, he shall produce the duplicate of the consignment note. Failing this, the sender may make a claim to the railway only with the permission of the consignee or if he produces proof that the consignee has refused to accept the goods.

When the consignee makes the claim, he shall produce the consignment note if it has been handed over to him.

4. The consignment note, the duplicate, and any other documents which a claimant deems advisable to submit with his claim shall be produced either in the original or by means of copies duly certified if the railway so requires.

On settlement of the claim, the railway may require the production in their original form of the consignment note, the duplicate or the cash on delivery voucher so that they may be endorsed that settlement has been made.

Article 42. PERSONS WHO MAY BRING AN ACTION AGAINST THE RAILWAY

1. An action for the recovery of a sum paid under the contract of carriage may only be brought by the person who made the payment.

2. An action in respect of cash on delivery payments provided for in Article 19 may only be brought by the sender.

3. Other actions against the railway arising from the contract of carriage may be brought:

(a) By the sender, until such time as the consignee has either taken possession of the consignment note, or accepted the goods, or exercised his rights under Articles 16 (4) or 22;

(b) By the consignee, from the time when he has:

(i) Taken possession of the consignment note, or

(ii) Accepted the goods, or

(iii) Exercised his rights under Article 16 (4), or

(iv) Exercised his rights under Article 22 provided that the right of action shall be extinguished from the time when the person designated by the consignee in accordance with Article 22 (1) (c) has taken possession of the consignment note, or accepted the goods, or exercised his rights under Article 16 (4).

4. In order to sustain such actions, the sender must produce the duplicate of the consignment note. Failing this, he can bring an action under paragraph 3 (a) of this Article only if he is authorised to do so by the consignee, or if he furnishes proof that the consignee has refused to accept the consignment.

In order to sustain such actions, the consignee shall produce the consignment note if it has been handed over to him.

Article 43. RAILWAYS AGAINST WHICH AN ACTION MAY BE BROUGHT

1. An action to recover sums paid under the contract of carriage may be brought either against the railway which has collected the sum in question or against the railway on whose behalf the payment beyond entitlement was received.

2. An action in respect of cash on delivery payments provided for in Article 19 may only be brought against the forwarding railway.

3. Other actions arising from the contract of carriage may only be brought against the forwarding railway, the railway of destination or the railway on which the cause of action arose.

Such actions may, however, be brought against the railway of destination although it has received neither the goods nor the consignment note.

4. If the plaintiff can choose between several railways, his right to choose shall be extinguished as soon as he brings an action against any one of them.

5. An action may be brought against a railway other than those specified in paragraphs 1, 2 and 3 of this Article when instituted by way of counterclaim or by way of set-off to an action based on the same contract of carriage.

Article 44. JURISDICTION

Actions brought under this Convention may only be instituted in the competent court of the State to which the defendant railway belongs, unless otherwise provided in Agreements between States or in any licence or other document authorising the operation of that railway.

When an undertaking operates independent railway systems in different States, each system shall be regarded as a separate railway for the purposes of this Article.

Article 45. VERIFICATION OF PARTIAL LOSS OR DAMAGE TO GOODS

1. When partial loss of goods or damage to goods is discovered or presumed by the railway or alleged by the person entitled to make a claim or bring an action the railway shall be obliged, without delay, and if possible in the presence of such person, to draw up a report setting forth, according to the nature of the loss or damage, the condition of the goods, their weight and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.

A copy of this report shall be supplied free of charge to the person entitled as aforesaid.

2. Should the person entitled as aforesaid not accept the terms of the report, he may request judicial verification of the condition and weight of the goods and of the cause and amount of the loss or damage; the procedure to be followed shall be governed by the laws and regulations of the State in which such verification takes place.

Article 46. EXTINCTION OF RIGHTS OF ACTION AGAINST THE RAILWAY

1. Acceptance of the goods by the person entitled to make a claim or bring an action shall extinguish all rights of action against the railway arising from the contract of carriage for exceeding the transit period, partial loss, or damage.

2. Nevertheless, the right of action shall not be extinguished:

- (a) If the person entitled as aforesaid furnishes proof that the loss or damage was caused by wilful misconduct or gross negligence on the part of the railway;
- (b) In the case of a claim for exceeding the transit period made against one of the railways specified in Article 43 (3) within a period not exceeding sixty days excluding the day on which the goods were accepted by the person entitled as aforesaid;
- (c) In the case of a claim for partial loss or for damage:
 - (i) If the loss or damage was established before the acceptance of the goods in accordance with Article 45 by the person entitled as aforesaid;
 - (ii) If the verification which should have been made under Article 45 was omitted solely through the wrongful act or neglect of the railway;
- (d) In the case of claims for loss or damage which is not apparent and is not established until after acceptance of the goods by the person entitled as aforesaid provided that:
 - (i) Immediately after discovery of the loss or damage and within seven days of the acceptance of the goods, the person entitled as aforesaid asks for a verification in accordance with Article 45; when this period terminates on a Sunday or a legal holiday it shall be extended until the next working day; and
 - (ii) The person entitled as aforesaid proves that the loss or damage occurred between the time of acceptance for carriage and the time of delivery.

3. If the goods have been reconsigned subject to the conditions laid down in Article 29 (1), rights of actions for compensation in respect of partial loss or damage arising from one of the previous contracts of carriage shall be extinguished in the same manner as if there had only been one contract of carriage.

Article 47. LIMITATION OF ACTIONS

1. The period of limitation for an action arising out of the contract of carriage shall be one year.

Nevertheless, the period of limitation shall be two years in the case of:

- (a) An action to recover the amount of cash on delivery collected by the railway from the consignee;
- (b) An action to recover the net proceeds of a sale effected by the railway;
- (c) An action for loss or damage caused by wilful misconduct;
- (d) An action for fraud;
- (e) An action arising from one of the contracts of carriage prior to the reconsignment in cases to which Article 29 (1) applies.

2. The period of limitation shall run:

- (a) In actions for compensation for exceeding the transit period, partial loss, or damage, from the date of actual delivery;
- (b) In actions for compensation for total loss, from the thirtieth day after the expiration of the transit period;
- (c) In actions for payment or refund of carriage charges, supplementary charges, other charges, or surcharges, or in actions for adjustment of charges in the event of the tariff being wrongly applied or an error in calculation being made:
 - (i) If payment has been made, from the date of payment;
 - (ii) If payment has not been made, from the date when the goods were accepted for carriage if payment is due from the sender, or from the date when the consignment note was accepted by the consignee if payment is due from the latter;
 - (iii) In the case of sums to be paid under a charges note, from the date on which the railway delivers to the sender the account of charges provided for in Article 17 (7); if no such account has been delivered, the period in respect of claims by the railway shall run from the thirtieth day after the expiration of the transit period;
- (d) If the railway is required to refund a sum which has been paid by the consignee instead of by the sender or *vice versa* and the railway brings an action for the recovery thereof, from the date of the claim for a refund;
- (e) In actions relating to cash on delivery as provided for in Article 19, from the thirtieth day after the expiration of the transit period;
- (f) In actions to recover the net proceeds of a sale, from the date of the sale;
- (g) In actions to recover additional duty demanded by Customs or other administrative authorities, from the date of the demand made by the Customs or such authorities;
- (h) In all other cases, from the date when the right of action accrues.

The appointed date from which the period of limitation runs shall not be included in the period.

3. When a claim is made in writing to a railway in accordance with Article 41, the period of limitation shall be suspended until such date as the railway rejects the claim by notification in writing and returns the documents attached thereto. If part of the claim is admitted the period of limitation shall recommence only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim or of the reply and of the return of the documents shall rest with the party basing its claim upon these facts.

The period of limitation shall not be suspended by further claims having the same object.

4. A right of action which has become time-barred may not be exercised by way of counterclaim or set-off.

5. Subject to the foregoing provisions, the suspension of periods of limitation and fresh accrual of rights of action shall be governed by the laws and regulations of the State in which the action is brought.

Chapter III. SETTLEMENT OF ACCOUNTS. RIGHTS OF RECOVERY BETWEEN RAILWAYS

Article 48. SETTLEMENT OF ACCOUNTS BETWEEN RAILWAYS

1. Any railway which has collected, either at the time of forwarding or on arrival, charges or other sums due under the contract of carriage shall pay to the railways concerned their respective shares of such charges or other sums.

The methods of payment shall be settled by agreement between the railways.

2. Subject to its rights of recovery against the sender, the forwarding railway shall be liable for carriage and other charges which it has failed to collect when the sender has undertaken in the consignment note to pay them.

3. Should the railway of destination deliver the goods without collecting charges or other sums due under the contract of carriage, it shall be liable for them to the preceding railways and to other parties concerned.

4. Should one railway default in payment and such default be confirmed by the Central Office for International Railway Transport at the request of one of the creditor railways, such deficit shall be borne by the other railways which have taken part in the carriage in proportion to their shares of the carriage charges.

The right of recovery against the defaulting railway shall not be affected.

Article 49. RIGHT TO RECOVER COMPENSATION FOR LOSS OR DAMAGE

1. The railway which has paid compensation in accordance with the provisions of this Convention, for total or partial loss or damage, shall be entitled to recover such compensation from the other railways which have taken part in the carriage, subject to the following provisions:

- (a) The railway responsible for the loss or damage shall be solely liable therefor;
- (b) When the loss or damage has been caused by the action of several railways, each shall be liable for the loss or damage it has caused. If such distinction cannot be made, the amount of the compensation payable shall be shared by those railways in accordance with the principles laid down in sub-paragraph (c) below;
- (c) If it cannot be proved which railway or railways caused the loss or damage, the amount of the compensation shall be apportioned between all the railways which have taken part in the carriage, except those which can prove that the loss or damage did not occur on their lines. Such apportionment shall be made proportionately to the tariff distances in kilometres.

2. In the event of the insolvency of any one of the railways, the unpaid share due from it shall be divided among all the other railways which have taken part in the carriage, in proportion to the tariff distances in kilometres.

Article 50. RIGHT TO RECOVER COMPENSATION FOR EXCEEDING THE TRANSIT PERIOD

1. The rules laid down in Article 49 shall apply where compensation is paid for exceeding the transit period. If the exceeding of the transit period has been caused by irregularities which are shown to have occurred on more than one railway, the amount

of the compensation shall be divided between such railways in proportion to the length of the delay occurring on their respective systems.

2. The transit periods specified in Article 11 shall be apportioned between the various railways which have taken part in the carriage in the following manner:

- (a) Between two neighbouring railways:
 - (i) The period for despatch shall be divided equally;
 - (ii) The period for conveyance shall be divided in proportion to the tariff distances in kilometres of each railway;
- (b) Between three or more railways:
 - (i) The period for despatch shall be divided equally between the forwarding railway and the railway of destination;
 - (ii) One-third of the period for conveyance shall be divided equally between all railways concerned;
 - (iii) The remaining two-thirds of the period for conveyance shall be divided in proportion to the tariff distances in kilometres.

3. Any additional periods to which a railway may be entitled shall be allocated to that railway.

4. The interval between the time when the goods are handed to the railway and commencement of the period for despatch shall be allocated exclusively to the forwarding railway.

5. Such apportionment shall only apply when the total transit period has been exceeded.

Article 51. PROCEDURE IN ACTIONS FOR RECOVERY

1. No railway, against which one of the rights of recovery for which provision is made under Articles 49 and 50 is exercised, shall be entitled to dispute the validity of the payment made by the railway claiming recovery if the amount of the compensation was determined by a court after the said railway had been duly served with notice and afforded an opportunity of entering an appearance. The court hearing the action shall determine, according to the circumstances, what time shall be allowed for such notification and the entering of an appearance.

2. A railway wishing to bring proceedings to enforce its right of recovery against all the other railways concerned, with which it has not reached a settlement, shall do so in one and the same action; if this is not done, it shall lose its right to recover from those against which it has not brought proceedings.

3. The court shall give its decision in one and the same judgment on all claims for recovery brought before it.

4. The railways against which such action has been brought shall not be entitled to bring any further proceedings.

5. When proceedings based on a claim for compensation have been instituted against a railway, that railway shall not join in those proceedings any other railway in exercise of any right of recovery which it may have.

Article 52. JURISDICTION IN ACTIONS FOR RECOVERY

1. The courts of the country in which the defendant railway has its principal place of business shall have exclusive jurisdiction in all actions for recovery.

2. When the action is to be brought against several railways the plaintiff railway shall be entitled to choose the court in which it will bring the proceedings from among those having jurisdiction under paragraph 1 of this Article.

Article 53. AGREEMENTS GOVERNING RIGHTS OF RECOVERY

By agreement railways may derogate from the rules governing reciprocal rights of recovery set out in this Chapter.

PART IV. MISCELLANEOUS PROVISIONS

Article 54. APPLICATION OF NATIONAL LAW

In the absence of provisions in this Convention, in special regulations drawn up under Article 60 (4), in additional regulations drawn up under Article 60 (5), or in international tariffs, the national laws and regulations relating to transport in each State shall apply.

Article 55. GENERAL RULES OF PROCEDURE

In the case of legal proceedings arising from carriage under this Convention, the procedure to be followed shall be that of the competent court, subject to any provisions to the contrary in the Convention.

Article 56. EXECUTION OF JUDGMENTS. ATTACHMENT AND SECURITY FOR COSTS

1. Judgments entered by the competent court under the provisions of this Convention after trial, or by default, shall, when they have become enforceable under the law applied by that court, become enforceable in any of the other Contracting States as soon as the formalities required in the State concerned have been complied with. The merits of the case shall not be the subject of further proceedings.

These provisions shall not apply to interim judgments nor to awards of damages, in addition to costs, against a plaintiff who fails in his action.

2. Debts arising out of international traffic and due from one railway to another which does not belong to the same State may only be attached under a judgment given by the courts of the State to which the creditor railway belongs.

3. Rolling stock belonging to a railway, as well as all transport equipment belonging to a railway, such as containers, loading tackle, sheets, etc., may not be attached on any territory other than that of the State to which the owning railway belongs except under a judgment given by the courts of that State.

Privately owned wagons, as well as all transport equipment contained in such wagons and belonging to the owner of the wagon, may not be attached on any territory other than that of the State in which the owner has his principal place of business, except under a judgment given by the courts of that State.

4. Security for costs shall not be required in proceedings founded on an international contract of carriage.

Article 57. MONETARY UNIT. RATE OF EXCHANGE OR ACCEPTANCE
OF FOREIGN CURRENCY

1. The amounts stated in francs in this Convention or the Annexes thereto shall be deemed to relate to the gold franc weighing 10/31 of a gramme and being of millesimal fineness 900.

2. Each railway shall be obliged to publish the rates at which it will convert carriage charges, other charges and cash on delivery payments expressed in foreign currencies but paid in the currency of the country to which the railway belongs (rate of exchange).

3. A railway which accepts payment in foreign currencies shall likewise be obliged to publish the rates at which those currencies will be accepted (rate of acceptance).

Article 58. CENTRAL OFFICE FOR INTERNATIONAL RAILWAY TRANSPORT

1. In order to facilitate and ensure the application of this Convention there shall be a Central Office for International Railway Transport which shall have the following duties:

- (a) To receive communications from any Contracting State and any railway concerned and to communicate them to the other States and railways;
- (b) To collect, collate and publish information of every kind concerning international transport services;
- (c) To facilitate between the various railways financial relations arising out of international transport services and recovery of outstanding debts and to this end to ensure the continuance of proper relations between the railways;
- (d) To undertake, at the request of a Contracting State or of a transport undertaking with lines or services scheduled in the list provided for in Article 59, the task of conciliation, by offering its good offices or mediation or otherwise, with a view to settling disputes between such States or undertakings arising out of the interpretation or application of this Convention;
- (e) To give, at the request of the parties, whether States, transport undertakings or users, an advisory opinion concerning disputes arising out of the interpretation or application of this Convention;
- (f) To assist in the determination by arbitration of disputes arising out of the interpretation or application of this Convention;
- (g) To examine requests for the amendment of this Convention and to propose that the Conferences provided for in Article 69 be convened when necessary.

2. The location, composition, organisation and resources of the aforesaid Office shall be regulated by the provisions of Annex II to this Convention, as shall its functions and supervision.

Article 59. LIST OF LINES TO WHICH THE CONVENTION APPLIES

1. The Central Office provided for in Article 58 shall compile, keep up to date and publish the list of lines to which this Convention applies. For this purpose Contracting States shall notify the Office of any addition to the list or any deletion therefrom of the lines of a railway or the services of an undertaking referred to in Article 2.

2. The addition of a new line for the purpose of international traffic shall not be effective until one month after the date of the letter from the Central Office notifying the other States of the inclusion of that line in the list.

3. The Central Office shall delete a line from the list when so notified by the Contracting State at whose request the line was originally included.

4. The receipt of notification from the Central Office shall be sufficient authority for each railway to discontinue immediately all action or business in respect of international traffic on a line deleted from the list, except traffic already in transit, which shall be carried to its destination.

Article 60. SPECIAL REGULATIONS FOR CERTAIN TYPES OF TRANSPORT.
ADDITIONAL REGULATIONS

1. In the case of the haulage of privately owned wagons, special regulations are laid down in Annex IV.

2. In the case of the carriage of containers, special regulations are laid down in Annex V.

3. In the case of express parcels traffic, railways may agree on special regulations in accordance with Annex VI by including appropriate provisions in their tariffs.

4. In the case of the following types of carriage:
- (a) Carriage under cover of a negotiable document;
 - (b) Carriage of goods to be delivered only against return of the duplicate consignment note;
 - (c) Carriage of newspapers;
 - (d) Carriage of goods intended for fairs or exhibitions;
 - (e) Carriage of loading tackle and of equipment for protection of goods in transit against heat or cold;
 - (f) Carriage of goods under cover of consignment notes which are not used for charging and billing;

two or more Contracting States by special agreement, or railways by the inclusion of appropriate clauses in their tariffs, may agree on terms adapted to these types of carriage and derogating from the provisions of this Convention.

5. Any additional regulations which Contracting States or participating railways may publish with a view to the application of this Convention shall be notified by them to the Central Office.

These additional regulations may be put into force on the railways which have adopted them, in the manner required by the laws and regulations of each State, but they may not derogate from the provisions of this Convention.

The Central Office shall be notified of the entry into force of such additional regulations.

Article 61. DETERMINATION OF DISPUTES BY ARBITRATION

1. Whether this Convention is applied by national law or by contract, disputes concerning the interpretation or the application of the Convention and of any additional regulations promulgated by certain Contracting States and of special agreements provided for in Article 60 (4) may, at the request of the parties and provided they cannot be settled by the parties themselves, be referred to arbitration tribunals the composition and procedure of which shall be in accordance with the provisions of Annex VII to this Convention.

2. Nevertheless, in the case of disputes between States, the parties shall not be bound by the provisions of Annex VII and may freely determine the composition of the arbitration tribunal and the arbitration procedure.

3. At the request of the parties arbitration may be invoked:

- (a) Without prejudice to the settlement of disputes by any other legal procedure, in respect of:
 - i. Disputes between Contracting States,
 - ii. Disputes between Contracting States on the one side and non-Contracting States on the other side,
 - iii. Disputes between non-Contracting States,provided that, in the case of ii and iii above, the Convention is applied by national law or by [contract];
- (b) In respect of disputes between transport undertakings;
- (c) In respect of disputes between transport undertakings and users;
- (d) In respect of disputes between users.

4. The commencement of arbitration proceedings shall have the same effect as the institution of an action in the ordinary courts has on the suspension of periods of limitation and the fresh accrual of rights of action.

5. Awards made by arbitration tribunals against transport undertakings or users shall be enforceable in each of the Contracting States as soon as the formalities required by the State in which enforcement is to take place have been completed.

PART V. SPECIAL PROVISIONS

Article 62. TEMPORARY DEROGATIONS

1. If the economic and financial position of any State is such as to cause serious difficulty in applying the provisions of Chapter III of Part III of this Convention, each State may, either by the insertion of provisions in tariffs, or by action on its part such as general or special authorisation to railway administrations, derogate from the provisions of Articles 17, 19 and 21 of this Convention by determining in the case of certain types of traffic that:

- (a) Consignments from the territory of the State so acting shall be forwarded charges paid,
 - i. Either as far as its frontiers, or
 - ii. At least as far as its frontiers;
- (b) Consignments to destinations in the State so acting shall be forwarded charges paid,
 - i. Either at least as far as its frontiers insofar as the country of departure has not imposed the restriction provided for in (a) i of this Article, or
 - ii. At most as far as its frontiers;
- (c) Consignments from or to the territory of that State may not be made subject to any cash on delivery payment, and no disbursements shall be allowed or such payments and disbursements shall be allowed only within certain limits;
- (d) The sender shall not be permitted to modify the contract of carriage in matters affecting the country of destination, payment of charges and cash on delivery payments.

2. Under the same conditions States may, by giving general or special authority to railway administrations, derogate from the provisions of Articles 17, 19, 21 and 22 of this Convention by determining in their reciprocal arrangements that:

- (a) The rules for the payment of charges shall be specially fixed by agreement between the railways concerned.

Such rules may not prescribe methods of payment other than those provided for in Article 17.

- (b) Certain requests for modification of the contract of carriage shall not be allowed.

3. Measures taken in accordance with paragraphs 1 and 2 of this Article shall be notified to the Central Office.

The measures set out in paragraph 1 of this Article shall come into force at the earliest on the expiration of a period of eight days from the date on which the Central Office shall have notified such measures to the other States.

The measures set out in paragraph 2 of this Article shall come into force at the earliest on the expiration of a period of two days from the date of their publication in the States concerned.

- 4. Consignments in transit shall not be affected by such measures.

Article 63. LIABILITY IN RESPECT OF RAIL-SEA TRAFFIC

1. In rail-sea transport by the services referred to in Article 2 (1) each State may, by requesting that a suitable note be included in the list of lines to which the Convention applies, indicate that the following grounds for exemption from liability will apply in their entirety in addition to those provided for in Article 27.

The carrier may only avail himself of these grounds of exemption if he proves that the loss, damage or exceeding of the transit period occurred in the course of carriage by sea between the time when the goods were loaded on board the ship and the time when they were unloaded from the ship.

The grounds for exemption shall be as follows:

- (a) Act, neglect or default on the part of the master, mariner, pilot, or the servants of the carrier in the navigation or management of the ship;
- (b) Unseaworthiness of the ship, if the carrier proves that the unseaworthiness was not due to lack of due diligence on his part to make the ship seaworthy, to secure that it is properly manned, equipped and supplied or to make all parts of the ship in which goods are carried fit and safe for their reception, carriage and protection;
- (c) Fire, if the carrier proves that it was not caused by his act or default, or that of the master, mariner, pilot, or that of the carrier's servants;
- (d) Perils, dangers and accidents of the sea or other navigable waters;
- (e) Saving or attempting to save life or property at sea;
- (f) The carriage of goods on the deck of the ship, if they are so carried with the consent of the sender given in the consignment note and are not in wagons.

The above grounds for exemption in no way affect the general obligations of the carrier and, in particular, his obligation to exercise due diligence to make the ship seaworthy, to ensure that it is properly manned, equipped and supplied and to make all parts of the ship in which goods are carried fit and safe for their reception, carriage and protection.

Even when the carrier can rely on the foregoing grounds for exemption, he shall nevertheless remain liable if the person entitled to claim proves that the loss, damage or exceeding of the transit period is due to the wrongful act or neglect of the carrier, master, mariner, pilot, or of the carrier's servants other than that referred to in sub-paragraph (a) above.

2. Where one and the same sea route is served by several undertakings included in the list referred to in Article 1, the rules of liability shall be the same for all those undertakings.

In addition where such undertakings have been included in the list at the request of several States, the adoption of such rules of liability shall be the subject of a prior agreement between those States.

3. The measures taken under this Article shall be notified to the Central Office. They shall come into force at the earliest on the expiration of thirty days from the date of the letter by which the Central Office shall have notified such measures to the other States.

Consignments in transit shall not be affected by such measures.

Article 64. LIABILITY IN CASE OF NUCLEAR INCIDENTS

The railway shall be relieved of liability under this Convention for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to special provisions governing liability in the field of nuclear energy in force in a Contracting State.

PART VI. FINAL PROVISIONS

Article 65. SIGNATURE

This Convention, of which the Annexes form an integral part, shall remain open until 30 April 1970, for signature by the States which were previously Contracting Parties

and by those which have been invited to be represented at the Ordinary Revision Conference.

Article 66. RATIFICATION. ENTRY INTO FORCE

This Convention shall be subject to ratification and the instruments of ratification shall be deposited with the Swiss Government as soon as possible.

When the Convention has been ratified by fifteen States or, at the latest, when one year has elapsed after the date of signature, the Swiss Government shall consult the Governments concerned with a view to examining with them the possibility of bringing the Convention into force.

Article 67. ACCESSION TO THE CONVENTION

1. Any non-signatory State wishing to accede to this Convention shall address its application to the Swiss Government, who shall transmit it to all the Contracting States together with a note from the Central Office on the situation in respect of international traffic of the railways of the applicant State.

2. Unless within six months after the date of such notification at least two States have notified the Swiss Government of their objections, the application shall be deemed to be accepted and the applicant State and all the Contracting States shall be notified accordingly by the Swiss Government.

In the contrary case, the Swiss Government shall notify all the Contracting States and the applicant State that examination of the application has been adjourned.

3. Accession shall take effect one month after the date of the notification sent by the Swiss Government, or, if on the expiration of this period the Convention has not yet entered into force, on the date of its entry into force.

Article 68. DURATION OF OBLIGATION OF CONTRACTING STATES

1. This Convention shall be of unlimited duration. Nevertheless a Contracting State may withdraw subject to the following conditions:

The Convention shall remain in force for every Contracting State until the 31 December of the fifth year following its entry into force. Any State wishing to withdraw on the expiration of this period shall notify its intention at least one year in advance to the Swiss Government, who shall inform all the other Contracting States.

Failing such notification within the period specified, a Contracting State shall remain bound by the Convention for a further period of three years, and likewise thereafter for three-year periods unless it denounces the Convention at least one year before the 31 December of the final year of one of the three-year periods.

2. States admitted as parties to the Convention during the five-year period or during one of the three-year periods shall be bound until the end of that period, and thereafter until the end of each of the following periods in so far as they have not denounced the Convention at least one year before the expiration of one such period.

Article 69. REVISION OF THE CONVENTION

1. Delegates of the Contracting States shall meet to revise the Convention not later than five years after the entry into force of this Convention and shall be summoned for that purpose by the Swiss Government.

A Conference shall be convened before that time if at least one-third of the Contracting States so request.

With the agreement of the majority of the Contracting States, the Swiss Government may also invite non-Contracting States to attend.

With the agreement of the majority of the Contracting States, the Central Office may invite to the Conference representatives of:

- (a) Intergovernmental organisations which are concerned with transport matters
- (b) International non-governmental organisations dealing with transport.

Participation in the proceedings by delegations of non-Contracting States and of the said international organisations shall be determined by the rules of procedure adopted at each Conference.

With the agreement of the majority of Governments of the Contracting States, the Central Office may, prior to Ordinary and Extraordinary Revision Conferences, convene Committees to make preliminary examinations of revision proposals. The provisions of Annex III shall apply by analogy to such Committees: with respect to Article 6 of that Annex the provisions relating to the Revision Committee shall apply to the preparatory committees.

2. On the entry into force of a new Convention resulting from a Revision Conference, the previous Convention and its Annexes shall be abrogated even in respect of Contracting States which do not ratify the new Convention.

3. In the interval between revision conferences, Articles 3, 4, 5 (5), 6, 7 (except paragraph 1), 8 (except paragraph 1), 10 (except the second sub-paragraph of paragraph 6), 11, 12 (except paragraph 4), 13, 14 (except the second sub-paragraph of paragraph 2), 15 (except the first sub-paragraph of paragraph 1), 17, 18, 19, 20, 21, 22, 23, 24, 25, 30, 35, 36, 41, 48, 49, 50, 53 and 60 (except paragraph 5) and Annexes VI and VII may be amended by a Revision Committee. The composition and procedure of this Committee shall be in accordance with the provisions of Annex III to this Convention.

The decisions of the Revision Committee shall be notified without delay to the Governments of the Contracting States through the Central Office. The decisions shall be deemed to be accepted unless within four months from the date of such notification at least five Governments have lodged objections. They shall come into force on the first day of the eighth month following the month in which the Central Office shall have brought their acceptance to the notice of the Governments of the Contracting States. The Central Office shall indicate that date when notifying acceptance of the decisions.

4. In order to amend:

- (a) The International Regulations concerning the carriage of dangerous goods by rail (Annex I),
- (b) The International Regulations concerning the haulage of privately owned wagons (Annex IV), and
- (c) The International Regulations concerning the carriage of containers (Annex V),

there shall be set up Committees of Experts, whose composition and procedure shall be in accordance with the provisions of Annex III to this Convention.

The decisions of the Committees of Experts shall be notified without delay to the Governments of the Contracting States through the Central Office. The decisions shall be deemed to be accepted unless within four months from the date of such notification at least five Governments have lodged objections. They shall come into force on the first day of the eighth month following the month in which the Central Office shall have brought their acceptance to the notice of the Governments of the Contracting States. The Central Office shall indicate that date when notifying acceptance of the decisions.

Article 70. TEXTS OF THE CONVENTION. OFFICIAL TRANSLATIONS

This Convention has been concluded and signed in the French language in accordance with established diplomatic practice.

In addition to the French text there shall be German, English, Italian and Arabic texts having the status of official translations.

In case of divergence, the French text shall prevail.

IN WITNESS WHEREOF, the Plenipotentiaries hereinafter mentioned, furnished with their full powers found in good and due form, have signed this Convention.

DONE at Berne, this seventh day of February, one thousand nine hundred and seventy in one original which shall be deposited in the archives of the Swiss Confederation and an authentic copy of which shall be sent to each of the Parties.

For Algeria:

M'HAMED YOUSFI

For Austria:

R. STANFEL

For Belgium:

L. COLOT

For Bulgaria:

L. ANGUELOV

For Denmark:

S. A. JENSTRUP

For Spain:

J. F. DE ALCOVER

For Finland:

HAKAN KROGIUS

For France:

J. GABARRA

For Greece:

J. GEORGIU

For Hungary:

D. KUZSEL

For Iraq:

A. J. AL-SAADY

For Iran:

For Ireland:

J. O'CALLAGHAN

For Italy:

FRANCO MOLINENGO

For Lebanon:

M. FARAH

For Liechtenstein:

BECK

For Luxembourg:

EICHHORN

For Morocco:

EL FASSI

For Norway:

N. A. JÖRGENSEN

For the Netherlands:

BEELAERTS VAN BLOKLAND

For Poland:

ZÓLCIŃSKI

For Portugal:

ABILIO PINTO DE LEMOS

For Romania:

A-D. POPA

For the United Kingdom of Great Britain and Northern Ireland:

G.G.D. HILL

For Sweden:

GUNNAR TORGILS

For Switzerland:

SCHALLER

For Syria:

AL HASSAN

For Czechoslovakia:

Dr. ZACH

For Tunisia:

T. AMEUR

For Turkey:

KEMAL DEMIRER H. GERMAYANLIGIL

For Yugoslavia:

L. ILIĆ

[ANNEX I CIM

INTERNATIONAL REGULATIONS CONCERNING THE CARRIAGE
OF DANGEROUS GOODS BY RAIL (RID)

*Amendments to be made to the text of RID pursuant
to the CIM and CIV Conventions of 7 February 1970¹
(in force as from 1 January 1975)*

In the text of RID (annex I to CIM) of 1 April 1967, which shall remain in force until further notice, the following amendments should be made:

(a) Text of marginal number 2 (3):

“(3) In accordance with para. 2 of RIE_x (Annex VI of CIM), substances and articles of RID are only to be accepted for carriage as express parcels insofar as this means of carriage is expressly provided under section B of the various classes.”

(b) Text of marginal number 2 (4):

“(4) In accordance with Article 15 (c) of the International Convention concerning the carriage of passengers and luggage by rail (CIV), the substances and articles of RID are excluded from carriage as luggage unless the rates allow for exceptions.”

(c) Text of marginal number 7 (1):

“(1) Only those containers which satisfy the regulations of RICO (Annex V of CIM) are considered to be containers for the purpose of these regulations.”

(d) Marginal numbers 45, 82, 119, 166, 197, 222, 315, 353, 390, 442, 468, 534, 622, 624, 719: text of the reference in square brackets:

“[art. 6, para. 9 (d) of CIM].”

¹ The rectifications were adopted by a committee of governmental experts, by procès-verbal on 19 April 1966. For the text of the RID, see United Nations, *Treaty Series*, vol. 1100, p. 3.

² Texts appearing in brackets were not part of the translation as supplied by the Government of the United Kingdom and have been added here by the Secretariat of the United Nations— Les textes donnés entre crochets ne faisaient pas partie de la traduction telle que fournie par le Gouvernement du Royaume-Uni et ont été ajoutés ici par le Secrétariat de l'Organisation des Nations Unies.

ANNEX II

(Article 58)

REGULATIONS CONCERNING THE CENTRAL OFFICE FOR
INTERNATIONAL RAILWAY TRANSPORT (OCTI)

Article 1. 1. The Central Office for International Railway Transport (OCTI) shall be situated at Berne under the auspices of the Swiss Government.

The administrative and financial control of its affairs in accordance with the provisions of Article 58 of this Convention shall be entrusted to an Administrative Committee.

For this purpose the administrative Committee shall:

- (a) Superintend the proper application by the Central Office of the Conventions and other instruments adopted by revision conferences and, if necessary, recommend measures to be taken to facilitate the application of such Conventions and other instruments;
- (b) Give reasoned opinions on questions which may affect the work of the Central Office and are submitted to it by a Contracting State or by the director of the Office.

2. (a) The Administrative Committee shall meet at Berne. It shall be composed of eleven members chosen from the Contracting States.

(b) The Swiss Confederation shall have a permanent seat on the Committee and shall assume the Chairmanship. The other member States shall be appointed for five years. For each five-year period a Diplomatic Conference shall, on the basis of proposals submitted by the Administrative Committee in office, determine the composition of the Administrative Committee having regard to an equitable geographical distribution of seats.

(c) If a vacancy occurs among the member States, the Administrative Committee shall itself appoint another Contracting State to fill the vacancy.

(d) Each member State shall appoint as its delegate to the Administrative Committee a person qualified by reason of experience in international transport matters.

(e) The Administrative Committee shall determine its rules of procedure and its own internal constitution.

It shall hold at least one ordinary meeting each year and extraordinary meetings at the request of three or more member States.

The secretariat of the Administrative Committee shall be provided by the Central Office.

The minutes of the meetings of the Administrative Committee shall be sent to all Contracting States.

(f) No charge shall be made for the services of the delegate of each member State and his expenses shall be borne by that State.

3. (a) The Administrative Committee shall make regulations governing the organisation, functions and conditions of service of the staff of the Central Office.

(b) The Administrative Committee shall appoint the Director-General, Deputy Director-General, counsellors and assistant counsellors of the Central Office; the Swiss Government shall submit to the Administrative Committee nominations for the posts of Director-General and Deputy Director-General. In making such appointments the Administrative Committee shall have special regard to the ability of the candidates and to an equitable geographical distribution.

(c) The annual budget and also the annual report of the Central Office shall be subject to the approval of the Administrative Committee which shall have regard to the provisions of Article 2 below.

The audit of the Central Office accounts dealing solely with the reconciliation of figures and vouchers within the limits of the budget provisions shall be carried out by the Swiss Government who shall forward these accounts together with a report to the Administrative Committee.

The Administrative Committee shall send to the Contracting States, together with the Central Office's report and annual statement of accounts, copies of the decisions, resolutions and recommendations which the Committee has been called upon to make.

(d) The Administrative Committee shall, at least two months before the meeting of each Diplomatic Conference convened for the purpose of determining its composition, place before that Conference a report on the whole of the Committee's work since the preceding Conference.

Article 2. 1. The expenses of the Central Office shall be borne by the Contracting States in proportion to the length of the railway lines or routes to which the Convention applies. Nevertheless, shipping services shall contribute only in respect of one half the length of their routes. The contribution for each State may not exceed a fixed sum per kilometre. On a proposal of the Administrative Committee in office this sum shall be fixed for each five-year period by the Diplomatic Conference which, under the provisions of paragraph 2 (b) of Article 1 of these Regulations, has the task of determining the composition of the Administrative Committee for the same period. In exceptional circumstances, and by agreement between the State concerned and the Central Office and with the approval of the Administrative Committee, such contribution may be reduced by not more than fifty per cent in the case of lines operated under special conditions. The amount of the contribution per kilometre for each financial year shall be fixed by the Administrative Committee after consultation with the Central Office. The total amount so fixed shall be collected. When the actual expenditure of the Central Office is less than the sum so calculated, the balance in hand shall be paid in to a reserve fund.

2. When submitting its annual report and statement of accounts to the Contracting States, the Central Office shall invite them to pay their contributions towards the expenditure of the past financial year. Any State which has not paid its contribution by 1 October shall be again requested to do so. If this request has no effect, the Central Office shall send a further reminder at the beginning of the following year when forwarding the report for the preceding year. If no reply has been received by the 1 July following, a fourth approach shall be made to the State in arrear for payment of the two annual contributions due. Failing receipt of a satisfactory reply within three months the Central Office shall notify the State in question that, if payment is not made by the end of the year, this will be treated as a tacit indication of its intention to withdraw from the Convention. If by 31 December these last representations have had no effect, the Central Office shall, in view of the fact that the defaulting State is to be deemed to have tacitly indicated its intention to withdraw, delete the lines of that State from the list of lines open to international traffic.

3. Sums not recovered shall, as far as possible, be made good out of the ordinary resources at the disposal of the Central Office and may be spread over four financial years. Any part of a deficit not made good in this way shall be debited, in a special account, to the other Contracting States in proportion to the number of kilometres of line to which the Convention applies at the date of the opening of the account insofar as each State has been a party to the Convention during the period of two years preceding the withdrawal of the defaulting State.

4. A State whose lines have been deleted from the list in the circumstances set out in paragraph 2 above can only have them reinstated for international transport by prior payment of the amounts outstanding for the years concerned with interest thereon at five per cent as from the end of the sixth month following the date on which the Central Office first requested payment of the contribution due.

Article 3. 1. The Central Office shall publish a monthly bulletin containing all the information necessary for the application of the Convention and, in particular, announcements relating to the list of railway lines and other transport services and to articles not acceptable for carriage or acceptable only under certain conditions and also such surveys as it may think fit to include therein.

2. The bulletin shall be published in French and German. A copy shall be sent gratis to each Contracting State and to each transport administration concerned. Further copies may be obtained at the price fixed by the Central Office.

Article 4. 1. Outstanding bills and accounts in respect of international transport may be forwarded to the Central Office by the creditor undertaking with a request for its assistance in securing payment. The Central Office shall then formally call upon the debtor transport undertaking in arrears to pay the sum due or state the reasons for its refusal to do so.

2. If the Central Office considers that the grounds for refusal are adequate, it shall advise the parties to have recourse to the competent court or, if the parties so request, to the arbitration tribunal provided for in Article 61 of the Convention (Annex VII).

3. If the Central Office considers that the whole or part of the sum is properly due it may, after taking expert advice, call upon the debtor transport undertaking to pay the whole or that part of the debt, as the case may be, to the Central Office; the sum so paid shall be retained until the competent court or the arbitration tribunal provided for in Article 61 of the Convention (Annex VII) has decided the case.

4. If its directions are not complied with within fifteen days the Central Office shall address a further formal notice to the debtor transport undertaking and draw attention therein to the consequences of non-compliance.

5. If no reply has been received within ten days after such further formal notice, the Central Office shall notify the action taken and the grounds therefor to the State to which the transport undertaking belongs and request the State to consider what further action should be taken and, in particular, whether the lines of the debtor transport undertaking should remain on the list.

6. If the Contracting State to which the debtor transport undertaking belongs either declares that, notwithstanding the non-payment, it is not prepared to have the lines of the undertaking deleted from the list, or fails to reply to the Central Office communication within a period of six weeks, that State shall be deemed forthwith to have agreed to guarantee the solvency of the undertaking in respect of debts arising from international transport.

Article 5. Charges shall be made to cover the expenses of the activities set out in Article 58 (1) (d) to (f) of the Convention. The amount of such charges shall be determined by the Administrative Committee on the advice of the Central Office.

A N N E X I I I

(Article 69 (3) and (4))

RULES RELATING TO THE REVISION COMMITTEE AND THE COMMITTEES OF EXPERTS

Article 1. The Governments of the Contracting States shall forward their proposals relating to matters within the competence of the Committees to the Central Office for International Railway Transport, which will immediately communicate them to the other Contracting States.

Article 2. The Central Office shall invite the Committees to meet whenever it becomes necessary to do so or at the request of at least five Contracting States.

Every Contracting State shall be notified two months in advance of meetings of the Committees. The notice shall state precisely the questions which have been put down for inclusion in the agenda.

Article 3. All Contracting States may take part in the work of the Committees.

A State may arrange to be represented by another State, provided that no State may represent more than two other States.

Each State shall bear the cost of its representation.

Article 4. The Central Office shall report and advise upon the questions to be dealt with and shall provide the secretariat for the Committees.

The Director-General of the Central Office or his representative shall attend the meetings of the Committees in an advisory capacity.

Article 5. With the agreement of the majority of the Contracting States, the Central Office shall invite representatives of the following to attend meetings of the Committees, in an advisory capacity:

- (a) Non-Contracting States;
- (b) Intergovernmental organisations which are concerned with transport matters (on a reciprocal basis);
- (c) International non-governmental organisations dealing with transport (on a reciprocal basis).

Article 6. The Revision Committee shall be properly constituted when one-half of the number of Contracting States are represented: the Committees of Experts shall be properly constituted when one third of the number of Contracting States are represented.

Article 7. The Committees shall appoint a chairman and one or two vice-chairmen for each session.

Article 8. The proceedings shall be transacted in French and German. The views expressed by members of the Committee shall immediately be translated orally in substance. The text of proposals and of statements by the chairman shall be translated in full.

Article 9. Voting shall take place by delegations and, on request, in answer to their names; each delegation of a Contracting State represented at the meeting shall have one vote.

A proposal shall be adopted if the number of votes in favour is:

- (a) Equal to at least one-third of the number of States represented on the Committee;
- (b) Greater than the number of votes against.

Article 10. The minutes of meetings shall summarise the proceedings in the two languages.

Proposals and decisions shall appear verbatim in the minutes in both languages. In the event of divergence between the French and German versions of the minutes with regard to decisions, the French text shall prevail.

The minutes shall be circulated to members as soon as possible.

If the minutes cannot be approved during the session, members shall send any necessary amendments to the secretariat within a reasonable time.

Article 11. The Committees may set up sub-committees to facilitate their work. They may also set up sub-committees for the purpose of preparing specified matters for a subsequent session.

Each sub-committee shall appoint a chairman, a vice-chairman and, if need be, a rapporteur. Otherwise the provisions of Articles 1 to 5 and 8 to 10 of this Annex shall apply to the sub-committees by analogy.

A N N E X I V*

(Article 60 (1))

INTERNATIONAL REGULATIONS CONCERNING THE HAULAGE OF PRIVATE OWNERS' WAGONS (RIP)

Article 1. PURPOSE AND SCOPE 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 the provisions of Article 2 of this Annex and consigned under the conditions of the International Convention concerning the Carriage of Goods by Rail (CIM).

*The text of Annex IV was established by a Committee of Experts in January 1974.

2. In the absence of specific provisions in these regulations, the other provisions of CIM 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 which CIM applies and shall be marked by that railway with the distinguishing mark [E].

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 sender may only use the wagon for the carriage of goods for which it is designated in accordance with the contract of registration. The sender shall be solely responsible for the consequences which may result from disregarding this provision.

Article 4. SPECIAL EQUIPMENT AND APPARATUS

If the wagon is equipped with special apparatus (refrigerating equipment, water tanks, machinery, etc.), the sender shall be responsible for the servicing of such equipment or for arranging for this to be done. This duty shall pass to the consignee as soon as he exercises his rights under Article 16 or 22 of CIM.

Article 5. OFFERING OF WAGONS FOR HAULAGE

1. The right to offer a wagon for haulage shall be vested in the owner.

Any other sender 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 sender was the consignee of the wagon on its last journey and if, up to the time when the new contract of carriage is made, the station has not received by letter or by telegram from the owner orders not to despatch the wagon or wagons without his authority.

2. In the absence of the owner's orders to the contrary, the railway shall be entitled to return any wagon to its home station at the owner's expense, and under cover of a consignment note made out in his name and with his address:

- If the wagon arrives empty, and its loading has not been started within 15 days from the time it became available;
- If the wagon arrives loaded, and 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 day of despatch of advice to the owner.

The provisions of 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 CIM, the sender shall enter the following particulars in the consignment note:

(a) In the case of an empty wagon, the words "empty wagon P" in the space provided for the description of the goods, the characteristics of the wagon being indicated elsewhere in the spaces in the consignment note provided for this purpose;

(b) In the case of a loaded wagon, the words "loaded in a wagon P", in the space provided for, and after the description of the goods, the characteristics of the wagon being indicated elsewhere in the spaces in the consignment note provided for this purpose.

2. If the sender of an empty wagon wishes to obtain a special guarantee of the transit period as provided for in Article 12 of this Annex, he shall enter, in the space in the consignment note provided for his declarations, the words "special guarantee of transit period".

Article 7. "CASH ON DELIVERY" CHARGES AND DISBURSEMENTS

1. Empty wagons shall not be consigned subject to "cash on delivery" charges and disbursements.

2. The haulage of loaded wagons may be subject to a "cash on delivery" charge provided it does not exceed the value of the goods loaded therein.

Article 8. DECLARATION OF INTEREST IN DELIVERY

1. Declaration of interest in delivery of empty wagons shall not be allowed.

2. Declaration of interest in delivery of loaded wagons shall affect only the goods loaded therein.

Article 9. EXTENSION OF TRANSIT PERIOD

1. In addition to the cases provided for in Article 11 (7) of CIM, the transit period shall similarly be extended for the duration of the interruption of transport caused by damage to the wagon, unless the railway is liable for such damage under Article 13 of this Annex.

2. When the goods loaded in the damaged wagon are trans-shipped into another wagon, the interruption 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 draw up, in accordance with the provisions of Article 45 of CIM, a report stating the nature of the damage or loss and, so far as possible, its cause^s 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 the hirer is marked with the consent of the registering railway, a copy of the report shall be sent direct to the hirer.

2. If the wagon is loaded, a separate report shall, where necessary, be drawn up in respect of the goods in accordance with the provisions of Article 45 of CIM.

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 such wagon unfit to carry a load, the station where the damage is discovered shall without delay advise the sender and the owner by telegram, indicating as far as possible the nature of the damage.

2. If an empty wagon is withdrawn from service it shall be put into a fit state to run by the railway, unless the damage is so serious that it has to be loaded on to 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 of 300 francs.

The railway shall, through the registering railway, inform the owner concisely of any important repairs which have been carried out under the first and second sub-paragraphs hereof.

These provisions shall apply without prejudice to the question of liability.

3. If the railway carries out repairs in accordance with paragraph 2 of this Article, and if such work is expected to take more than four days to complete, the railway shall request the sender

by telegram 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 sender before the completion of the work, the contract of carriage shall be carried out.

4. If the railway does not carry out the repairs of its own accord the station where the damage is discovered shall request the sender's instructions by telegram, directly and without delay. If the sender is not also the owner, the text of this request shall be transmitted without delay to the owner by telegram.

In the absence of instructions from the sender within a period of eight days from the date of despatch of the telegram, the railway shall be entitled, after having, if need be, put the wagon into 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 haulage of a wagon consigned loaded and unloading is necessary, the provisions of this Article shall apply to the unloaded wagon.

If the wagon can be repaired without unloading, the provisions of 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 sender and the owner, as well as any charges for complying with the sender's instructions or for returning the wagon to its home station shall be charged against the consignment.

7. 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 12. AMOUNT OF COMPENSATION FOR EXCEEDING THE TRANSIT PERIOD

1. If the railway is responsible for exceeding the transit period for an empty or loaded wagon, it shall pay the party concerned 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) 10 francs 50 for modern bogie wagons and for similar wagons, as defined in the contract of registration,
- (b) 7 francs 50 for other wagons.

2. The sender of an empty wagon may request a special guarantee of the transit period. A charge of 2 francs 25 per 100 kilometres or fraction thereof shall then be made, subject to a minimum of 22 francs 50. The whole amount of such charges shall always be paid by the sender when the charges are paid under the conditions laid down in Article 17 (2) (a), 4 of CIM.

If the transit period is exceeded, the railway shall pay by way of liquidated damages the sum of 21 francs per day for the wagons referred to in paragraph 1 (a) of this Article and the sum of 15 francs per day for the wagons referred to in paragraph 1 (b) of this Article, subject to a minimum of 45 francs.

3. 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 21 francs per day for the wagons referred to in paragraph 1 (a) of this Article and at the rate of 15 francs per day for the wagons referred to in paragraph 1 (b) of this Article.

Article 13. LIABILITY OF THE RAILWAY FOR LOSS OF OR DAMAGE TO THE WAGON OR ITS PARTS.
LIABILITY OF THE OWNER FOR DAMAGE CAUSED BY THE WAGON

1. In the case of loss of or damage to the wagon or its parts sustained between the time of acceptance for haulage and the time of delivery, the railway shall be liable unless it proves that the loss or damage was not caused by wrongful act or neglect on the part of the railway.

2. In the case of loss of the wagon, compensation shall be limited to the value of the wagon; the basis of the calculation of such value 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 of 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 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 sender or the consignee, as the case may be, in respect of compensation for loss of 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, in respect of compensation, as if it were the railway responsible.

6. Legal proceedings instituted by the railway against the owner for damage caused by the wagon during haulage shall be governed by the terms of the contract of registration. Only the registering railway shall be entitled to exercise the rights of other railways against the owner.

7. The period of limitation for legal proceedings instituted by the railway under the provisions of paragraph 6 of this Article shall be three years.

The period of limitation shall begin to run from the day on which the damage occurred.

Article 14. PRESUMPTION OF LOSS OF WAGON. POSITION IF SUBSEQUENTLY RECOVERED

1. A wagon shall be deemed lost when it cannot be put at the disposal of the consignee 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 deemed lost is recovered after compensation has been paid, the owner may require, within a period of 6 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.

A N N E X V*

(Article 60 (2))

INTERNATIONAL REGULATIONS CONCERNING THE CARRIAGE
OF CONTAINERS (RICO)

Chapter I. GENERAL

Article 1. OBJECT AND SCOPE OF THE REGULATIONS

1. These regulations shall apply to containers which are tendered for carriage under the conditions of the International Convention concerning the Carriage of Good by Rail (CIM).

*The text of Annex V was established by a Committee of Experts in January 1974.

These containers shall belong to a railway or to private owners (whether individuals, firms or corporate bodies) 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)

- Of a permanent character and accordingly strong enough to be suitable for repeated use,
- Specially designed to facilitate the carriage of goods, by one or more modes of transport, without the need for the contents to be transhipped,
- Fitted with devices to facilitate ready handling,
- Having an internal volume of not less than one cubic metre and of a size not exceeding 12;192 metres (40 feet) in length, 2;438 metres (8 feet) in width and 2;438 metres (8 feet) in height.

The term "large containers" means containers with an internal volume of more than 3 cubic metres and of a length of 6 metres (20 feet) and over.

Containers of a height and width exceeding 2;438 metres (8 feet) shall not be accepted for carriage under the conditions of these regulations except by agreement with the railway.

The term "container" shall include the accessories and equipment of the container, appropriate for the type concerned, provided that such accessories and equipment are carried with the container. It shall not include vehicles, accessories and components 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 CIM shall apply to the carriage of containers whether empty or loaded.

Article 3. DOOR-TO-DOOR CARRIAGE

In the case of consignments to be collected by the railway at the sender's premises, the contract of carriage shall be deemed to be made at the sender's premises. In the case of consignments to be delivered at 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 or regulations. Furthermore, the tariffs or regulations shall determine the conditions under which containers will be supplied, 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 CIM, the sender 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 weight of special internal and removable fittings which are for the purpose of packing or securing.

Article 6. HANDLING AND CLEANING

The tariffs and regulations shall determine the conditions under which the operations of loading and unloading are to be 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 and the amount of such charge shall be fixed by the tariffs or regulations.

Article 7. RECONSIGNMENT

Containers delivered loaded shall not be reconsigned by consignees on further journeys 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 sender shall be liable for loss of or damage to a container arising during 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 30 days from the day following the day on which it was delivered to the sender or to the 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 which CIM applies, 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 \square .

Article 10. SPECIAL EQUIPMENT

If containers are equipped with special apparatus (refrigerating equipment, water tanks, machinery, etc.), the sender shall be responsible for the servicing of such equipment or for arranging for this to be done. This duty shall pass to the consignee as soon as he exercises his rights under Article 16 or 22 of CIM.

Article 11. PARTICULARS IN THE CONSIGNMENT NOTE

In addition to the particulars required by CIM, the sender shall enter in the consignment note, in the spaces provided for this purpose, the following particulars:

- The category of the container, its number, its tare in kilogrammes, and, where appropriate, other characteristics of the container,
- 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",
- In the case of empty containers, as a description of goods, either the words "empty approved container" or the words "empty large container".

Article 12. RETURN OF EMPTY CONTAINERS OR RECONSIGNMENT

After delivery of the container, and in the absence of special agreements, the railway shall not be bound to take any action to secure the return of the empty container or its reconsignment as a loaded container.

Article 13. "CASH ON DELIVERY" CHARGES

Empty containers shall not be consigned subject to "cash on delivery" charges.

Article 14. AMOUNT OF COMPENSATION FOR LOSS OF OR DAMAGE TO THE CONTAINER

Compensation payable in accordance with Article 31 of CIM for the loss of the container shall be calculated according to the value of the container.

Compensation payable in accordance with Article 33 of CIM for damage to the container shall be calculated according to the cost of repair.

Article 15. LIABILITY FOR EXCEEDING THE TRANSIT PERIOD

In regard to liability for exceeding the transit period, railways may, apart from the provisions of CIM, provide for the payment of special compensation to the owner of the container by special agreement with him.

A N N E X V I

(Article 60 (3))

INTERNATIONAL REGULATIONS CONCERNING THE CARRIAGE
OF EXPRESS PARCELS (RIEx)

1. Only such goods as are carried in a specially rapid manner subject to the conditions of an international tariff shall be deemed to be express parcels.

Goods shall only be accepted as express parcels if they can ordinarily be loaded into the luggage vans of passenger trains. Provided that the tariff may derogate from this rule.

2. The goods referred to in Article 3 of this Convention shall not be accepted for carriage. The substances and articles enumerated in Annex I to this Convention or those covered by special agreements made under Article 4 (2) of this Convention shall not be accepted for carriage as express parcels unless this form of carriage is expressly provided for in the said Annex or agreements. The tariffs shall determine whether other goods may also be excluded from carriage as express parcels or accepted subject to certain conditions.

3. Express parcels may be consigned under cover of a document other than that prescribed in accordance with the provisions of Article 6 (1) of this Convention. The form to be used, and the particulars which must or may be inserted therein, shall be determined by the tariff. In every case this document shall contain the following information:

- (a) The names of the forwarding and destination stations;
- (b) The names and addresses of the sender and of the consignee;
- (c) The number of parcels, a description of the packing, and a description of the goods;
- (d) A list of the documents attached for the completion of formalities required by Customs and other administrative authorities.

4. The sender shall be responsible for the accuracy of the statements and declarations entered in the transport document whether such entries are made by him or by the railway in accordance with information supplied by him; he shall be responsible for all the consequences resulting from any irregularity, inaccuracy or incompleteness in these statements or declarations.

5. Express parcels shall be carried by rapid means within the periods prescribed in the tariffs. The transit periods shall in all cases be less than the periods applicable to *grande vitesse* traffic.

6. The tariffs may also provide for derogations from the provisions of this Convention other than those specified above: provided that there shall be no derogation from the provisions of Articles 26, 27, 28, 29, 31, 32, 33 and 37 to 47 inclusive, of this Convention.

Insofar as the foregoing provisions and those of the tariffs are not contrary thereto, the provisions of this Convention shall apply to the carriage of express parcels.

ANNEX VII

(Article 61)

RULES FOR ARBITRATION

Article 1. NUMBER OF ARBITRATORS

Arbitration tribunals set up to deal with disputes other than those between States shall be composed of one, three or five arbitrators as the agreement of reference may determine.

Article 2. SELECTION OF ARBITRATORS

1. A panel of arbitrators shall be set up beforehand. Each Contracting State may nominate not more than two of its nationals who are specialists in international transport law, for inclusion in the panel of arbitrators which shall be established and kept up to date by the Swiss Government.

2. If the agreement of reference provides for a sole arbitrator, he shall be selected by mutual agreement between the parties.

If the agreement of reference provides for three or five arbitrators, each party shall select one or two arbitrators as the case may be.

The arbitrators so selected shall then select, by mutual agreement, the third or fifth arbitrator, as the case may be, who shall be president of the arbitration tribunal.

If the parties cannot agree on the selection of a sole arbitrator or if the arbitrators nominated by the parties cannot agree on the nomination of the third or fifth arbitrator, as the case may be, the arbitration tribunal shall be completed by the appointment of an arbitrator nominated by the President of the Swiss Federal Tribunal at the request of the Central Office.

The arbitration tribunal shall be composed of persons drawn from the panel referred to in paragraph 1 above. Nevertheless, where the agreement of reference provides for five arbitrators, each party may select one arbitrator who is not on the panel.

3. A sole arbitrator, or the third or fifth arbitrator, must be of a nationality other than that of either party.

The intervention in the dispute of a third party shall not affect in any way the composition of the arbitration tribunal.

Article 3. AGREEMENT OF REFERENCE

The parties having recourse to arbitration shall conclude an agreement of reference which shall, in particular, specify:

- (a) The subject matter of the dispute set out as precisely and clearly as possible;
- (b) The composition of the tribunal and the period allowed for the nomination of the arbitrator or arbitrators;
- (c) The place where the tribunal is to sit.

The agreement of reference shall be sent to the Central Office before proceedings can be opened.

Article 4. PROCEDURE

The arbitration tribunal shall itself decide the procedure to be followed but, in particular, shall have regard to the following provisions:

- (a) The arbitration tribunal shall enquire into and determine matters referred to it on the basis of the material submitted by the parties, but without being bound, when it is called upon to decide a question of law, by any interpretation placed upon that material by the parties;

- (b) The tribunal may not award more than the claimant has claimed or anything of a different nature, nor may it award less than the defendant has acknowledged as due;
- (c) The arbitration award, setting forth the reasons for the decision, shall be drawn up by the tribunal and notified to the parties through the Central Office;
- (d) Unless the mandatory provisions of the law of the place where the tribunal is sitting otherwise provide, the arbitration award shall not be subject to appeal provided that exception is made for reconsideration by the tribunal of any error on the face of the award or on grounds that the award is a nullity.

Article 5. REGISTRAR

The Central Office shall act as the registry of the arbitration tribunal.

Article 6. COSTS

The tribunal shall determine in its award the amount of costs and expenses, including the fees of the arbitrators, and which of the parties shall bear them or how they shall be apportioned between the parties.

DECLARATION MADE UPON
ACCESSION

FEDERAL REPUBLIC OF GERMANY

[TRANSLATION — TRADUCTION]¹

The Agreement of 17 December 1971 between the Government of the Federal Republic of Germany and the German Democratic Republic on Transit Traffic of Civilian Persons and Goods between the Federal Republic of Germany and Berlin (West), including the documents which form part of it, will not be affected by participation in the aforesaid Convention(s).²

¹ Translation supplied by the Government of the United Kingdom — Traduction fournie par le Gouvernement du Royaume-Uni.

² In a Note dated 30 August, and circulated by the Swiss Government on 23 September 1974, the Government of the German Democratic Republic, with reference to the application of the Convention and Additional Protocol to Berlin (West) by the Government of the Federal Republic of Germany, drew attention to the fact that such application must be in accordance with the Quadripartite Agreement of 3 September 1971* under which Berlin (West) is not a part of the Federal Republic of Germany and must not be ruled by that Government.

In addition, the German Democratic Republic declared.

[GERMAN TEXT — TEXTE ALLEMAND]

„Die Rechtslage der Schienenwege in Berlin (West) bleibt durch die Mitgliedschaft der Bundesrepublik Deutschland in den genannten Übereinkommen unberührt.

Was den Hinweis der Bundesrepublik Deutschland auf das Abkommen zwischen der Regierung der Deutschen Demokratischen Republik und der Regierung der Bundesrepublik Deutschland über den Transitverkehr von zivilen Personen und Gütern zwischen der Bundesrepublik Deutschland und Berlin (West) vom 17. Dezember 1971 anbelangt, lenkt die Deutsche Demokratische Republik das Augenmerk der Mitgliedstaaten auf die Tatsache, dass die Deutsche Demokratische Republik das gesamte Streckennetz der Deutschen Reichsbahn einschliesslich der Strecken, auf denen der Transitverkehr zwischen der Bundesrepublik Deutschland und Berlin (West) abgewickelt wird, den genannten Übereinkommen unterstellt hat.“

[TRANSLATION — TRADUCTION]**

The legal position of the track in Berlin (West) remains unaffected by the Federal Republic of Germany being party to the aforementioned Convention.

As far as the reference by the Federal Republic of Germany to the Agreement between the Government of the German Democratic Republic and the Government of the Federal Republic of Germany relating to transit traffic involving civilian persons and goods between the Federal Republic of Germany and Berlin (West) of 17 December 1971 is concerned, the German Democratic Republic draws the attention of Member States to the fact that the German Democratic Republic has made the whole of the network of the Deutsche Reichsbahn, including the routes used by transit traffic between the Federal Republic and Berlin (West), subject to the provisions of the aforementioned Agreement.

* United Nations, *Treaty Series*, vol. 880, p. 115.

** Translation supplied by the Government of the United Kingdom — Traduction fournie par le Gouvernement du Royaume-Uni.

DÉCLARATION FAITE LORS
DE L'ADHÉSIONRÉPUBLIQUE FÉDÉRALE
D'ALLEMAGNE

«L'accord du 17 décembre 1971 entre le Gouvernement de la République fédérale d'Allemagne et le Gouvernement de la République démocratique allemande relatif au trafic en transit des personnes civiles et des marchandises entre la République fédérale d'Allemagne et Berlin (Ouest), y compris les documents qui en font partie, ne sera pas affecté par la participation à la convention précitée¹.»

¹ Dans une note datée du 30 août et mise en circulation par le Gouvernement suisse le 23 septembre 1974, le Gouvernement de la République démocratique allemande, se référant à l'application par le Gouvernement de la République fédérale d'Allemagne de la Convention et du Protocole additionnel concernant Berlin (Ouest), a fait remarquer qu'une telle application doit être conforme aux dispositions de l'Accord quadripartite du 3 septembre 1971*, aux termes desquelles Berlin (Ouest) ne fait pas partie de la République fédérale d'Allemagne et ne doit pas être gouverné par ce gouvernement.

En outre la République démocratique allemande a déclaré :

[TRADUCTION — TRANSLATION]

La situation juridique du chemin de fer à Berlin (Ouest) n'est pas affectée par la participation de la République fédérale d'Allemagne à la Convention précitée.

En ce qui concerne la référence par la République fédérale d'Allemagne à l'Accord entre le Gouvernement de la République démocratique allemande et le Gouvernement de la République fédérale d'Allemagne, relatif au trafic en transit des personnes civiles et des marchandises entre la République fédérale d'Allemagne et Berlin (Ouest) du 17 décembre 1971, la République démocratique allemande fait remarquer aux Etats membres que la République démocratique allemande a rendu l'entier réseau de la Deutsche Reichsbahn, y compris les routes consacrées au trafic en transit entre la République fédérale et Berlin (Ouest), sujet aux dispositions de l'Accord susmentionné.

* Nations Unies, *Recueil des Traités*, vol. 880, p. 115.

[OFFICIAL ENGLISH TRANSLATION¹ — TRADUCTION ANGLAISE OFFICIELLE²]

ADDITIONAL PROTOCOL³ TO THE INTERNATIONAL CONVENTIONS CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)⁴ AND THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV),⁵ SIGNED AT BERNE ON THE 7 FEBRUARY, 1970

The undersigned plenipotentiaries have agreed to the following provisions:

I

1. In order to make the provisions of the 1970 Conventions binding on users under the laws of the United Kingdom of Great Britain and Northern Ireland, as regards the lines of territorial parts of non-signatory or non-acceding States, the Government of the United Kingdom shall have the right to derogate from the provisions of these Conventions by inserting, in respect of traffic from the United Kingdom, a reference to this Additional

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

³ Came into force on 1 January 1975 in respect of the following States on behalf of which an instrument of ratification or a notification of accession had been deposited with the Government of Switzerland:

<i>State</i>	<i>Date of deposit of the instrument of ratification, or of the notification of accession (a)</i>	<i>State</i>	<i>Date of deposit of the instrument of ratification, or of the notification of accession (a)</i>
Algeria	22 June 1972	will not be applicable to the transport of passengers, luggage and goods between Ireland and the United Kingdom of Great Britain and Northern Ireland.)	
Austria	7 July 1972	Liechtenstein	29 November 1972
Belgium	28 March 1971	Luxembourg	29 May 1972
Bulgaria	28 September 1973	Netherlands	26 April 1971
Czechoslovakia	11 June 1974	Norway	14 June 1973
Denmark	4 March 1971	Poland	11 October 1974
France	13 February 1973	Portugal	15 October 1971
German Democratic Republic	8 June 1972 a	Romania	27 November 1974
Germany, Federal Republic of*	28 May 1974 a	Sweden	26 November 1974
(With a declaration that the Additional Protocol will also be applicable to Berlin (West) from the date of its entry into force for the Federal Republic of Germany.)		Switzerland	21 July 1972
Greece	8 December 1972	Syrian Arab Republic	20 November 1973
Hungary	20 February 1974	Tunisia	21 May 1973
Iran	18 January 1973 a	United Kingdom of Great Britain and Northern Ireland	16 September 1974
Ireland	1 November 1974	Yugoslavia	9 June 1971
(With a reservation to the effect that the Additional Protocol			

Subsequently, the Additional Protocol came into force in respect of the following States, which deposited their instrument of ratification after 1 November 1974, on the first day of the second month following the month during which the Government of Switzerland notified the Contracting States of the said deposit, in accordance with the final provisions of Protocol I. The instruments were deposited with the Government of Switzerland on:

<i>State</i>	<i>Date of deposit</i>	<i>State</i>	<i>Date of deposit</i>
Finland	4 February 1975	Iraq	29 May 1975
(With effect from 1 April 1975.)		(With effect from 1 September 1975.)	
Spain	2 April 1974	Italy	2 March 1976
(With effect from 1 July 1975.)		(With effect from 1 May 1976.)	
Morocco	9 May 1975	Turkey	1 April 1976
(With effect from 1 July 1975.)		(With effect from 1 July 1976.)	

* See p. 285 of this volume for the text of the declaration made upon accession.

⁴ See p. 226 of this volume.

⁵ See p. 340 of this volume.

Protocol in the printed forms of consignment note (CIM),¹ international ticket and luggage registration voucher (CIV).²

2. Having regard to the fact that in the United Kingdom the laws relating to transport do not contain any obligation to publish tariffs or to apply them uniformly to users, it is agreed that:

- (a) The provisions of CIM shall not apply in the United Kingdom insofar as they contain an obligation to publish tariffs and to apply them uniformly to users;
- (b) The carriage charges and supplementary charges which the railway is authorised to make in the United Kingdom shall be applicable there to international traffic governed by CIM.

3. Until a special appendix to Annex I to CIM containing special provisions for the rail-sea carriage of dangerous goods between the Continent and the United Kingdom is agreed and comes into force, dangerous goods carried under CIM to or from the United Kingdom shall comply with the provisions of Annex I and also with the United Kingdom conditions for the carriage of dangerous goods by rail and by sea.

II

1. In order to make the provisions of the 1970 Conventions binding on users under the laws of Ireland, as regards the lines of territorial parts of non-signatory or non-acceding States, the Government of Ireland shall have the right to derogate from the provisions of these Conventions by inserting, in respect of traffic from Ireland, a reference to this Additional Protocol in the printed forms of consignment note (CIM), international ticket and luggage registration voucher (CIV).

2. Having regard to the fact that in Ireland the laws relating to transport do not contain any obligation to publish tariffs or to apply them uniformly to users, it is agreed that:

- (a) The provisions of CIM shall not apply in Ireland insofar as they contain an obligation to publish tariffs and to apply them uniformly to users;
- (b) The carriage charges and supplementary charges which the railway is authorised to make in Ireland shall be applicable there to international traffic governed by CIM.

3. Until a special appendix to Annex I to CIM containing special provisions for the rail-sea carriage of dangerous goods between the Continent and Ireland is agreed and comes into force, dangerous goods carried under CIM to or from Ireland shall comply with the provisions of Annex I and also with Irish conditions for the carriage of dangerous goods by rail and by sea.

III

The provisions of the CIM and CIV Conventions shall not take precedence over those which certain States may adopt, in traffic between those States, in the application of certain Treaties such as the Treaties concerning the European Coal and Steel Community³ and the European Economic Community.⁴

IV

This Protocol completing the 1970 Conventions shall remain open for signature until 30th April 1970.

It shall require ratification.

¹ See p. 226 of this volume.

² See p. 340 of this volume.

³ See "Treaty instituting the European Coal and Steel Community" in the United Nations, *Treaty Series*, vol. 261, p. 140.

⁴ See "Treaty establishing the European Economic Community" in the United Nations, *Treaty Series*, vol. 298, p. 3.

States which have not signed this Protocol before that date and States becoming parties to the above-mentioned Conventions by application of Article 67 of the CIM and Article 62 of the CIV of 1970 may accede to this Protocol by notification.

Instruments of ratification or notifications of accession shall be deposited with the Swiss Government.

IN WITNESS WHEREOF, the following Plenipotentiaries, furnished with full powers which have been found to be in good and due form, have signed this Protocol.

DONE at Berne, this seventh day of February, one thousand nine hundred and seventy, in one original, which shall be deposited in the archives of the Swiss Confederation and an authentic copy of which shall be sent to each of the Parties.

For Algeria:

M'HAMED YOUSFI

For Austria:

R. STANFEL

For Belgium:

L. COLOT

For Bulgaria:

L. ANGUELOV

For Denmark:

S. A. JENSTRUP

For Spain:

J. F. DE ALCOVER

For Finland:

HAKAN KROGIUS

For France:

J. GABARRA

For Greece:

J. GEORGIU

For Hungary:

D. KUZSEL

For Iraq:

A. J. AL-SAAD

For Iran:

For Ireland:

J. O'CALLAGHAN

For Italy:

FRANCO MOLINENGO

For Lebanon:

M. FARAH

For Liechtenstein:

BECK

For Luxembourg:

Subject to ratification
EICHHORN

For Morocco:

EL FASSI

For Norway:

N. A. JØRGENSEN

For the Netherlands:

BEELAERTS VAN BLOKLAND

For Poland:

ZOLCINSKI

For Portugal:

ABILIO PINTO DE LEMOS

For Romania:

A-D. POPA

For the United Kingdom of Great Britain and Northern Ireland:

G. G. D. HILL

For Sweden:

GUNNAR TORGILS

For Switzerland:

SCHALLER

For Syria:

AL HASSAN

For Czechoslovakia:

Dr. ZACH

For Tunisia:

T. AMEUR

For Turkey:

KEMAL DEMIRER H. GERMEYANLIGIL

For Yugoslavia:

L. ILIĆ

DECLARATION MADE UPON
ACCESSION

DÉCLARATION FAITE LORS
DE L'ADHÉSION

FEDERAL REPUBLIC OF GERMANY

*RÉPUBLIQUE FÉDÉRALE
D'ALLEMAGNE*

[TRANSLATION — TRADUCTION]

[*For the text of the declaration,
see p. 285 of this volume.*]

[*Pour le texte de la déclaration,
voir p. 285 du présent volume.*]

[OFFICIAL ENGLISH TRANSLATION¹ — TRADUCTION ANGLAISE OFFICIELLE²]

PROTOCOL I³ DRAWN UP BY THE DIPLOMATIC CONFERENCE CONVENED WITH A VIEW TO BRINGING INTO FORCE THE INTERNATIONAL CONVENTIONS CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)⁴ AND THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)⁵ OF 7th FEBRUARY 1970

In accordance with the provisions of Article 66 of the International Convention concerning the Carriage of Goods by Rail (CIM)⁴ and of Article 61 of the International Convention concerning the Carriage of Passengers and Luggage by Rail (CIV),⁵ signed at Berne on 7th February 1970, and concluded between

Algeria, Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Finland, France, Greece, Hungary, Iraq, Ireland, Italy, Lebanon, Liechtenstein, Luxembourg, Morocco, the Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland, Syria, Tunisia, Turkey, the United Kingdom, and Yugoslavia,

and on the invitation issued by the Swiss Federal Council to the High Contracting Parties, the undersigned Plenipotentiaries met at Berne from 5th to 9th November 1973.

After having communicated their full powers, found in good and due form, they took note of the declaration of the Swiss Government that the following States had deposited with the Government of the Swiss Confederation on the dates mentioned below the instruments of ratification of the CIM and CIV Conventions of 7th February 1970

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

³ Came into force on 9 November 1973 in respect of the following States in whose name it had been signed on the said date without reservation as to ratification:

Belgium	Morocco
Bulgaria	Netherlands
Czechoslovakia	(For the Kingdom in Europe.)
Denmark	Norway
Finland	Poland
France	Romania
German Democratic Republic	Sweden
Greece	Switzerland
Hungary	Tunisia
Iraq	Turkey
Iran	United Kingdom of Great Britain and Northern Ireland
Italy	Yugoslavia
Liechtenstein	

Subsequently, definitive signatures and instruments of ratification of Protocol I were deposited with the Government of Switzerland as follows, with effect from the date of deposit:

State	Date of definitive signature(s) or date of deposit of instrument of ratification	State	Date of definitive signature(s) or date of deposit of instrument of ratification
Algeria	16 November 1973 s	Spain	21 November 1974
(With effect from 16 November 1973.)		Portugal	25 November 1974
Luxembourg	5 September 1974	Germany, Federal Republic of (Including Berlin (West).)	30 December 1974
Austria	25 September 1974		

⁴ See p. 226 of this volume.

⁵ See p. 340 of this volume.

and of the Additional Protocol to these Conventions¹ which were examined and found correct:

1. Denmark, 4th March 1971,
2. The Netherlands, 26th April 1971,
3. Yugoslavia, 9th June 1971,
4. Portugal, 15th October 1971,
5. Luxembourg, 29th May 1972,
6. Algeria, 22nd June 1972,
7. Austria, 7th July 1972,
8. Switzerland, 21st July 1972,
9. Liechtenstein, 29th November 1972,
10. Greece, 8th December 1972,
11. France, 13th February 1973,
12. Belgium, 28th March 1973,
13. Tunisia, 21st May 1973,
14. Norway, 14th June 1973,
15. Bulgaria, 28th September 1973,

and that the following States had acceded to these Conventions and to the Additional Protocol, in accordance with Article 67 (CIM) and Article 62 (CIV):

1. The German Democratic Republic,
2. Iran.

The Conference, having established that fifteen States had deposited their instruments of ratification with the Swiss Government and that two States had acceded to the 1970 CIM and CIV Conventions, agreed upon the following provisions:

1. The International Convention concerning the Carriage of Goods by Rail (CIM) of 7th February 1970 and the International Convention concerning the Carriage of Passengers and Luggage by Rail (CIV) of 7th February 1970, and the Additional Protocol to these Conventions—excluding paragraph 1 of Part I and paragraph 1 of Part II, which serve no purpose in consequence of the accession of the Federal Republic of Germany and the German Democratic Republic to the 1961 CIM¹ and CIV² Conventions—shall enter into force on 1st January 1975. The CIM and CIV Conventions of 25th February 1961 and their Additional Protocol³ shall be abrogated on the same date³ and this abrogation, in accordance with paragraph 2 of Article 69 of the CIM and paragraph 2 of Article 68 of the CIV of 1961, shall also apply in respect of Contracting States who do not ratify the Conventions of 7th February 1970.

2. Annex I [International Regulations concerning the Carriage of Dangerous Goods by Rail (RID)] to the CIM of 25th February 1961, which is subject to a special procedure of revision and was therefore not included in the documents signed on 7th February 1970, shall have effect as from 1st January 1975, in the form in force on 31st December 1974, as Annex I to the CIM of 7th February 1970, subject to the following amendments to adapt it to the CIM and CIV of 1970:

(a) Text of marginal 2 (3) to read:

“(3) In conformity with para. 2 of RIEx (Annex VI of CIM) substances and articles of RID are only to be accepted for carriage as express parcels in so far as

¹ See p. 292 of this volume.

² United Nations, *Treaty Series*, vol. 1100, p. 3.

³ See p. 2 of this volume.

⁴ United Nations, *Treaty Series*, vol. 1100, p. 3, and p. 2 of this volume.

this means of carriage is specifically laid down under Section B of the various Classes.”

(b) Text of marginal 2 (4) to read:

“(4) In conformity with Article 15 (c) of the International Convention concerning the Carriage of Passengers and Luggage by Rail (CIV) substances and articles of RID are excluded from carriage as luggage, unless the tariffs provide for exceptions.”

(c) Text of marginal 7 (1) to read:

“(1) Only those containers which satisfy the regulations of RICO (Annex V of CIM) are considered to be containers for the purpose of RID.”

(d) In marginals 45, 82, 119, 166, 197, 222, 315, 353, 390, 442, 468, 534, 624, 719, the text of the reference in brackets to read:
“[Art. 6 (9) (d) of CIM]”.

3. Annexes VII [International Regulations concerning the Haulage of Private Owners Wagons (RIP)] and VIII [International Regulations concerning the Carriage of Containers (RICO) to the CIM of 25th February 1961, which are also subject to a special procedure of revision and were therefore not included in the documents signed on 7th February 1970, shall have effect as from 1st January 1975 as Annexes IV (RIP) and V (RICO) to the CIM of 7th February 1970, in the form laid down by the Committee of Experts who will have revised and adapted them to the latter Convention, following the procedure laid down in Article 69 (4) of the CIM of 1961.

This Protocol shall remain open for signature until 31st January 1974.

For States depositing their instruments of ratification after 1st November 1974 the CIM and CIV Conventions of 7th February 1970 and their Additional Protocol shall take effect on the first day of the second month following the month during which the Swiss Government shall have notified such deposit to the Governments of the Contracting States.

IN WITNESS WHEREOF, the following Plenipotentiaries have drawn up and signed this Protocol.

DONE at Berne, this ninth day of November, one thousand nine hundred and seventy three, in a single original, which shall be deposited in the archives of the Swiss Confederation, and of which an authentic copy shall be transmitted to each of the Parties.

For Algeria:

[A. SETTOUTI]
16.11.73

For the Federal Republic of Germany:

[MÜHLENHÖVER] [REEMTS]
Subject to ratification

For Austria:

[STANFEL]
Subject to ratification

For Belgium:

[LEROY]

For Bulgaria:

[R. KORITAROVA]

For Denmark:

[S. A. JENSTRUP]

For Spain:

[RUIZ MORALES]
Subject to ratification

For Finland:

[M. SALOMIES]

For France:

[J. GABARRA]

For Greece:

[J. GEORGIU]

For Hungary:

[KUZSEL]

For Iraq:

[S. M. SALEH]

For Iran:

[RADJI]

For Ireland:

For Italy:

[MAURO FERRETTI]

For Lebanon:

For Liechtenstein:

[M. LEDEBUR]

For Luxembourg:

[EICHHORN]
Subject to ratification

For Morocco:

[SMIRES]

For Norway:

[ERIK COLBAN]

For the Netherlands:

[H. WAGENMAKERS]

For Poland:

[CZ. GIERALTOWSKI]

For Portugal:

[EDUARDO MANUEL FERNANDES BUGALHO]
Subject to ratification

For the German Democratic Republic:

[V. WINKLER]

For Romania:

[PAUL MATEESCU]

For the United Kingdom of Great Britain and Northern Ireland:

[LOTTIE BRISTOW] [COLIN K. WOODFIELD]

For Sweden:

[CLAS NORDSTRÖM]

For Switzerland:

[SCHALLER]

For Syria:

For Czechoslovakia:

[MILAN LAJCIAK]

For Tunisia:

[EL ALMI]

For Turkey:

[A. SUAT BILGE]

For Yugoslavia:

[VASILJE MILOVANOVIĆ]

[OFFICIAL ENGLISH TRANSLATION¹ — TRADUCTION ANGLAISE OFFICIELLE²]

PROTOCOL III^{3,4} DRAWN UP BY THE DIPLOMATIC CONFERENCE CONVENED WITH A VIEW TO BRINGING INTO FORCE THE INTERNATIONAL CONVENTIONS CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)⁵ AND THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)⁶ OF 7th FEBRUARY 1970 CONCERNING THE INCREASE IN THE MAXIMUM RATES PER KILOMETRE OF THE CONTRIBUTIONS OF CONTRACTING STATES TOWARDS THE EXPENSES OF THE CENTRAL OFFICE

On the occasion of the Diplomatic Conference convened in Berne from 5th to 9th November 1973 with a view to bringing into force the International Conventions concerning the Carriage of Goods by Rail (CIM)⁵ and the Carriage of Passengers and Luggage by Rail (CIV)⁶ of 7th February 1970, the undersigned Plenipotentiaries have agreed to the following provisions:

Having determined that, on account of the revaluation of the Swiss franc and the constant increase in the cost of living, and in spite of the policy of economy followed

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

³ Came into force on 9 November 1973 in respect of the following States in whose name it was signed definitively on the said date:

Belgium	Morocco
Bulgaria	Norway
Czechoslovakia	Poland
Denmark	Romania
Finland	Sweden
France	Switzerland
German Democratic Republic	Tunisia
Greece	Turkey
Hungary	United Kingdom of Great Britain and Northern Ireland
Iraq	Yugoslavia
Liechtenstein	

Subsequently, definitive signatures of Protocol III were affixed and instruments of ratification thereof were deposited with the Government of Switzerland as follows, with effect from the date of signature or of deposit:

<i>State</i>	<i>Date of definitive signature (s) or of deposit of the instrument of ratification</i>	<i>State</i>	<i>Date of definitive signature (s) or of deposit of the instrument of ratification</i>
Algeria	16 November 1973 s	Portugal	25 November 1974
Ireland	31 January 1974 s	Germany, Federal Republic of (Including Berlin (West).)	30 December 1974
Luxembourg	5 September 1974	Iran	4 June 1975
Austria	25 September 1974	Spain	14 July 1975
Netherlands	23 November 1974	Italy	2 March 1976
(For the Kingdom in Europe.)			

⁴ Protocol III became without purpose and was replaced by the Final Act* of the Diplomatic Conference convened with a view to determine the composition of the administrative Committee of the Central Office of international carriage by rail (OCTI) and the maximum of kilometrical contributions by the Contracting States in the expenses of the OCTI for the quinquennial period 1976-1980, concluded at Berne on 13 November 1975. (Information provided by the Government of Switzerland.)

*See p. 331 of this volume.

⁵ See p. 226 of this volume.

⁶ See p. 340 of this volume.

by the Central Office, the maximum rates per kilometre fixed in Annex V to CIM¹ and Annex II to CIV² of 1961 for calculating the contributions of States to the expenses of the Central Office and supplemented by the Protocols of 1964³ and 1970 will not be adequate to cover the costs of administration of the Central Office up to the end of the year 1975, when the Diplomatic Conference charged with determining the composition of the Administrative Committee and the maximum rates per kilometre of the contributions of States for the five-year period from 1976 to 1981 will have to meet, in accordance with the provisions of Article 1 (2) (b) and Article (2) (1) of Annex II to CIM and of Annex I to CIV of 1970,

It has been decided

1. To fix at 3.80 gold francs the maximum rate per kilometre for CIM and at 3.20 gold francs the maximum rate per kilometre for CIV, for the period from 1st January 1973 to 31st December 1975;
2. To authorise the Administrative Committee, in the case of alteration of the gold value of the Swiss franc from now to the end of the year 1975, to make a corresponding change in the maximum rates per kilometre fixed above.

This Protocol shall remain open for signature until 31st January 1974.

IN WITNESS WHEREOF, the following Plenipotentiaries, having communicated their full powers, found to be in good and due form, have drawn up and signed this Protocol.

DONE at Berne, this ninth day of November, one thousand nine hundred and seventy three, in one original, which shall be deposited in the archives of the Swiss Confederation and an authentic copy of which shall be sent to each of the Parties.

For Algeria:

[A. SETTOUTI]
16.11.73

For the Federal Republic of Germany:

[MÜHLENHÖVER] [REEMTS]
Subject to ratification

For Austria:

[STANFEL]
Subject to ratification

For Belgium:

[LEROY]

¹ United Nations, *Treaty Series*, vol. 1100, p. 3.

² See p. 2 of this volume.

³ United Nations, *Treaty Series*, vol. 1100, p. 3, and p. 2 of this volume.

For Bulgaria:

[R. KORITAROVA]

For Denmark:

[S. A. JENSTRUP]

For Spain:

[RUIS MORALES]
Subject to ratification

For Finland:

[M. SALOMIES]

For France:

[J. GABARRA]

For Greece:

[J. GEORGIU]

For Hungary:

[KUZSEL]

For Iraq:

[S. M. SALEH]

For Iran:

[RADJI]
Subject to ratification

For Ireland:

[W. WARNOCK]
31 January 1974

For Italy:

[MAURO FERRETTI]
Subject to ratification

For Lebanon:

For Liechtenstein:

[M. LEDEBUR]

For Luxembourg:

[EICHHORN]
Subject to ratification

For Morocco:

[SMIRES]

For Norway:

[ERIK COLBAN]

For the Netherlands:

[H. WAGENMAKERS]
Subject to approval

For Poland:

[CZ. GIERALTOWSKI]

For Portugal:

[EDUARDO MANUEL FERNANDES BUGALHO]
Subject to ratification

For the German Democratic Republic:

[V. WINKLER]

For Romania:

[AUREL MATEESCU]

For the United Kingdom of Great Britain and Northern Ireland:

[LOTTIE BRISTOW] [COLIN K. WOODFIELD]

For Sweden:

[CLAS NORDSTRÖM]

For Switzerland:

[SCHALLER]

For Syria:

For Czechoslovakia:

[MILAN LAJCIAK]

For Tunisia:

[EL ALMI]

For Turkey:

[A. SUAT BILGE]

For Yugoslavia:

[VASILJE MILOVANOVIĆ]

[TRANSLATION — TRADUCTION]

FINAL ACT¹ OF THE DIPLOMATIC CONFERENCE CONVENED TO DETERMINE THE COMPOSITION OF THE ADMINISTRATIVE COMMITTEE OF THE CENTRAL OFFICE FOR INTERNATIONAL RAILWAY TRANSPORT (OCTI) AND TO FIX THE MAXIMUM CONTRIBUTION PER KILOMETRE OF THE CONTRACTING STATES TO THE EXPENSES OF OCTI FOR THE FIVE-YEAR PERIOD 1976-1980

Pursuant to the Regulations concerning the Central Office for International Railway Transport (OCTI)—annex I CIV² and annex II CIM³—the Swiss Government convened a diplomatic conference to determine the composition of the Administrative Committee for the five-year period 1976-1980, in accordance with article 1, paragraph 2 (b), of the Regulations, and to fix the maximum contribution per kilometre of the Contracting States to the expenses of the Central Office for the same period, in accordance with article 2, paragraph 1, of the Regulations.

The Conference was held at Berne from 11 to 13 November 1975.

The participants were as follows:

I. STATES REPRESENTED

Algeria:

H. E. Mr. Raouf Boudjakdji, Ambassador Extraordinary and Plenipotentiary, Permanent Representative of the People's Democratic Republic of Algeria to the United Nations Office at Geneva;

Mr. A. Zahi, Deputy Director of Railways, Ministry of State for Transport;

¹ Came into force on 13 November 1975 in respect of the following States, in whose name it was signed definitively on the said date:

Algeria	Netherlands
Austria	(For the Kingdom in Europe.)
Belgium	Norway
Denmark	Poland
France	Portugal
German Democratic Republic	Romania
Germany, Federal Republic of	Spain
(Including Berlin (West).)	Sweden
Greece	Switzerland
Hungary	Tunisia
Iraq	Turkey
Ireland	United Kingdom of Great
Italy	Britain and Northern Ireland
Liechtenstein	Yugoslavia
Luxembourg	
Morocco	

Subsequently, definitive signatures of the Final Act were affixed as follows, with effect from the date of signature:

<i>State</i>	<i>Date of definitive signature</i>
Bulgaria	20 November 1975
Finland	28 November 1975

² See p. 340 of this volume.

³ See p. 226 of this volume.

Mr. S. Bachtobdji, Chief, Commercial Division, Algerian National Railways (SNCF).

Germany, Federal Republic of:

Mr. H. Reemts, Ministerial Director, Federal Ministry of Transport;
Mr. M. Montada, Governmental Director, Federal Ministry of Transport.

Austria:

Mr. H. Wild, Director-General, Federal Ministry of Transport;
Mr. H. J. Kroell, First Secretary, Austrian Embassy at Berne;
Mr. O. Peschorn, Ministerial Counsellor, Federal Ministry of Transport.

Belgium:

H. E. Mr. Georges Puttevels, Ambassador Extraordinary and Plenipotentiary of Belgium in Switzerland;
Mr. M. Magdaleijns, Director, Transport Administration, Ministry of Communications;
Mr. P. De Roover, Chief Inspector, Transport Administration, Ministry of Communications.

Bulgaria:

H. E. Mrs. Rosa Vassileva Koritarova, Ambassador Extraordinary and Plenipotentiary of the People's Republic of Bulgaria in Switzerland;
Mr. P. Ivanov, Second Secretary, Embassy of the People's Republic of Bulgaria at Berne;
Mr. S. Koltchev, Chief Expert, Ministry of Transport.

Denmark:

Mr. S. A. Jenstrup, Director of Economic Affairs, General Directorate, Danish State Railways;
Mr. H. Rasmussen, Deputy Director, General Directorate, Danish State Railways.

Spain:

H. E. Mr. José Nicolás Martín Alonso, Ambassador Extraordinary and Plenipotentiary of Spain in Switzerland;
Mr. J. Lowy Szabo, Chef de Cabinet, International Relations, General Technical Secretariat, Ministry for Public Works;
Mr. B. Rodriguez Fernandez, Chief, International Rates and Regulations Division, Commercial Service, National System of Spanish Railways (RENFE).

Finland:

Mr. K. Jantunen, Second Secretary, Finnish Embassy at Berne.

France:

Mr. J. Gabarra, Foreign Affairs Adviser, Ministry of Foreign Affairs;
Mr. A. Gauthier, Administrative Officer, Secretariat of State for Transport;
Mr. M. Allégret, Chief Inspector, Office of Legal Affairs and Research, French National Railways (SNCF).

Greece:

Mr. T. Papadakis, Commercial Adviser, Embassy of the Hellenic Republic at Berne;
Mr. C. Mahairidis, Commercial Attaché, Embassy of the Hellenic Republic at Berne.

Hungary: ...

Mr. D. Kuzsel, Director-General, International Relations Department, Ministry of Communications and Postal Services;
Mr. S. Tóth, Division Head, International Relations Department, Ministry of Communications and Postal Services;
Mr. J. Bánki, Senior Adviser, General Directorate, Hungarian State Railways.

Iraq:

H. E. Mr. Suhail M. Saleh, Under-Secretary of State, Ministry of Transport, General Directorate, Iraqi Republic Railways;
Mr. Y. Al-Ani, Expert, Iraqi Ministry of Transport;
Mr. W. I. Safwat, Chief, International Transport, Iraqi Republic Railways.

Ireland:

Mr. S. O'Giolláin, Assistant Principal, Department of Transport and Power;
Miss M. Garvey, Second Secretary, Irish Embassy, Berne.

Italy:

Mr. G. Sessa, Head Official, Chief, Office of Legal and General Matters, Commercial and Traffic Service, Autonomous Italian State Railways;
Mr. R. Martini, Senior Official, Commercial and Traffic Service, Autonomous Italian State Railways.

Liechtenstein:

His Most Serene Highness Prince Henri of Liechtenstein, Ambassador Extraordinary and Plenipotentiary of the Principality of Liechtenstein in Switzerland.

Luxembourg:

Mr. P. Eichhorn, Government Commissioner, National Railways of Luxembourg.

Morocco:

H. E. Mr. M. Mohamed Bennani-Smires, Ambassador Extraordinary and Plenipotentiary of the Kingdom of Morocco in Switzerland;
Mr. A. Tber, First Secretary, Moroccan Embassy at Berne.

Norway:

H. E. Mr. Erik Andreas Colban, Ambassador Extraordinary and Plenipotentiary of the Kingdom of Norway in Switzerland.

Netherlands:

Mr. H. Wagenmakers, First Secretary, Embassy of the Netherlands at Berne;
Mrs. R. Hosman, Adviser, Ministry of Transport and Public Works;
Mr. Van Kooy, Transport Adviser, Ministry of Foreign Affairs.

Poland:

Mr. S. Batkowski, Director, Department of External Co-operation, Ministry of Communications.

Portugal:

- H. E. Mr. Eduardo Manuel Fernandes Bugalho, Ambassador Extraordinary and Plenipotentiary of Portugal in Switzerland;
Mr. G. C. Vilas Boas de Meireles, Chief, International Transport Division, General Directorate of Ground Transport, Ministry of Communications.

German Democratic Republic:

- Mr. V. Winkler, Acting Minister of Transport;
Mr. V. Kolloch, Chief, Fares Section, Ministry of Transport.

Romania:

- Mr. P. Mateescu, Director, Ministry of Transport and Telecommunications.

United Kingdom:

- Miss L. Bristow, OBE, Leader, Senior Principal, Department of the Environment;
Mr. A. V. Hill, Second Secretary, British Embassy, Berne.

Sweden:

- Mr. K. G. Bergman, Chief of Section, Ministry of Communications.

Switzerland:

- Mr. A. Schaller, National Councillor, Chairman of the Administrative Committee of the Central Office;
Mr. P. Trachsel, Director, Federal Office of Transport;
Mr. F. C. Vaney, Chief, Fares and Traffic Service, Federal Office of Transport;
Mr. F. Muheim, Chief, Diplomatic Section, International Organizations Division, Federal Political Department;
Mr. R. Pizzotti, Consular Assistant, International Organizations Division, Federal Political Department.

Syria:

- Mr. A. H. El Hassan, Vice Director General, Syrian Railways.

Tunisia:

- Mr. E. Abassi, Director General of Transport, Ministry of Communications;
Mr. M. El Almi, Counsellor, Tunisian Embassy at Berne;
Mr. M. Mehiri, Operations Director, Tunisian National Railways.

Turkey:

- H. E. Mr. Ali Suat Bilge, Ambassador Extraordinary and Plenipotentiary of Turkey in Switzerland;
Mr. S. Özdede, Director, External Relations Department, Ministry of Communications.

Yugoslavia:

- H. E. Mr. Elhami Nimani, Ambassador Extraordinary and Plenipotentiary of the Socialist Federal Republic of Yugoslavia in Switzerland;
Mrs. S. Petrović, Counsellor, Community of Yugoslav Railways.

II. CENTRAL OFFICE FOR INTERNATIONAL RAILWAY TRANSPORT (OCTI)

Mr. J. Favre, Director;
Mr. R. Gratreau, Vice-Director.

Secretariat of the Conference:

Mr. Z. Mátyássy, Counsellor, Central Office;
Mr. K. Yéretzian, Counsellor, Central Office;
Mr. M. Ingold, Counsellor, Central Office;
Mr. H. Vidon, Assistant Counsellor, Central Office;
Mrs. Y. Desmeules-Pyrathon, First Secretary, Central Office;
Mr. G. Mutz, First Secretary, Central Office.

The delegates elected the following officers:

Chairman:

Mr. A. Schaller, Head of Swiss delegation;

Vice-Chairmen:

Mr. H. Wild, Head of Austrian delegation;
Mr. D. Kuzsel, Head of Hungarian delegation;
H. E. Mr. Suhail M. Saleh, Head of Iraqi delegation;
Mr. G. Sessa, Head of Italian delegation.

The Conference established a Credentials Committee with the following officers:

Chairman:

Mr. Wagenmakers (Netherlands);

Vice-Chairmen:

H. E. Mr. Colban (Norway);
Mr. Batkowski (Poland).

The Conference took as the basis for its discussions:

- (a) The agenda adopted by the Conference;
- (b) The rules of procedure adopted by the Conference;
- (c) The report of the Administrative Committee of the Central Office on its overall activities since the 7th Revision Conference of February 1970;
- (d) The report of the Administrative Committee on the renewal of the Committee for the five-year period 1976-1980;
- (e) The report of the Administrative Committee on the fixing of maximum rates per kilometre for the five-year period 1976-1980.

Bearing in mind the results of the proceedings as reported in the records of the Credentials Committee and of the plenary meetings, the Conference decided:

1. To adopt the report submitted to it by the Administrative Committee of the Central Office on its activities during the period 1970-1975;
2. With regard to the renewal of the Administrative Committee:
 - (a) To designate the following States to constitute the Committee for the five-year period 1976-1980:

Chairman: Switzerland (permanent member);

Members whose term is renewed: Bulgaria, France, Yugoslavia;

New members: Algeria, Denmark, Germany (Federal Republic of), German Democratic Republic, Netherlands, Spain, Syria;

- (b) To synchronize the two five-year periods established for the contributions per kilometre and for the term of the Administrative Committee, with the new Committee assuming its functions on 1 January 1976 instead of 1 March 1976;
3. To fix the following maximum rates per kilometre for State contributions for the five-year period 1976-1980:
7 Swiss francs for CIV and 7.5 Swiss francs for CIM.

IN WITNESS WHEREOF this Final Act has been signed.

DONE at Berne this thirteenth day of November, one thousand nine hundred and seventy-five, in one original, which shall be deposited in the archives of the Swiss Confederation and an authentic copy of which shall be sent to each of the Governments represented at this Conference.

For Algeria:

[R. BOUDJAKDJI]

For the Federal Republic of Germany:

[H. REEMTS]

For Austria:

[H. WILD]

For Belgium:

[G. PUTTEVILS]

For Bulgaria:

[R. KORITAROVA]
20.XI.75

For Denmark:

[S. A. JENSTRUP]

For Spain:

[J. ALONSO]

For Finland:

[K. JANTUNEN]
28.XI.75

For France:

[J. GABARRA]

For Greece:

[T. PAPADAKIS]

For Hungary:

[D. KUZSEL]

For Iraq:

[S. M. SALEH]

For Iran:

For Ireland:

[S. O'GIOLLÁIEN]

For Italy:

[G. SESSA]

For Lebanon:

For Liechtenstein:

[HEINRICH PRINZ VON LIECHTENSTEIN]

For Luxembourg:

[P. EICHHORN]

For Morocco:

[M. BENNANI-SMIRE]

For Norway:

[ERIK COLBAN]

For the Netherlands:

[H. WAGENMAKERS]

For Poland:

[S. BATKOWSKI]

For Portugal:

[EDUARDO BUGALHO]

For the German Democratic Republic:

[V. WINKLER]

For Romania:

[P. MATEESCU]

For the United Kingdom of Great Britain and Northern Ireland:

[LOTTIE BRISTOW]

For Sweden:

[K. G. BERGMAN]

For Switzerland:

[SCHALLER]

For Syria:

[A. H. EL HASSAN]

For Czechoslovakia:

For Tunisia:

[EL ALMI]

For Turkey:

[A. SUAT BILGE]

For Yugoslavia:

[E. NIMANI]
