

**MULTILATERAL**

**International Convention concerning the carriage of passengers and luggage by rail (CIV) (with annexes). Concluded at Berne on 7 February 1970**

**Additional Protocol to the International Conventions concerning the carriage of goods by rail (CIM)<sup>1</sup> and the carriage of passengers and luggage by rail (CIV). 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**

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<sup>1</sup> See p. 164 of this volume.

**No. 16901 (*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 TRANSLATION<sup>1</sup> — TRADUCTION ANGLAISE OFFICIELLE<sup>2</sup>]INTERNATIONAL CONVENTION<sup>3</sup> CONCERNING THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)

The undersigned plenipotentiaries, having recognised the need to revise the International Convention concerning the Carriage of Passengers and Luggage by Rail, signed at Berne on 25 February 1961,<sup>4</sup> have resolved, in accordance with Article 68 of that Convention, to conclude a new Convention for that purpose and have agreed upon the following Articles:

<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>3</sup> 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 61 and 62 of the Convention and paragraph 1 of Protocol I 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** . . . . .	28 May 1974 a	Spain . . . . .	22 August 1974
(With a declaration that the Convention will also be applicable to Berlin (West) from the date of its entry into force for the Federal Republic of Germany.)		Sweden . . . . .	26 November 1974
Greece . . . . .	8 December 1972	Switzerland . . . . .	21 July 1972
Hungary . . . . .	20 February 1974	Syrian Arab Republic . . . . .	20 November 1973
Iran . . . . .	31 July 1971 a	Tunisia . . . . .	21 May 1973
Ireland . . . . .	1 November 1974	United Kingdom of Great Britain and Northern Ireland . . . . .	16 September 1974
(With a reservation to the effect that the Convention will not be		Yugoslavia . . . . .	9 June 1971

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

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

\* See p. 409 of this volume.

\*\* See p. 404 of this volume for the text of the declaration made upon accession.

<sup>4</sup> United Nations, *Treaty Series*, vol. 1100, p. 3.

## 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 passengers and luggage under international transport documents made out for a journey over the territories of at least two of the Contracting States and exclusively over lines included in the list compiled in accordance with Article 55.

2. Carriage between stations\* of departure and arrival situated in the territory of the same State, and performed over the territory of another State only in transit shall not be subject to this Convention:

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

3. Carriage between stations in two adjacent States and between stations in two States involving transit through the territory of a third State shall, in cases where the lines over which carriage is performed are exclusively operated by the railways of one of those three States and where there is nothing to the contrary in the laws and regulations of any of the said States, be governed by the law of the State whose railways operate the lines.

4. The international tariffs shall determine the places between which international transport documents shall be issued.

*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, insofar 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 any 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 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 by this Convention.

\* 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.

*Article 3. OBLIGATION OF THE RAILWAY TO CARRY*

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

- (a) The passenger complies with the provisions of this Convention and of the international tariffs applicable;
- (b) Carriage can be undertaken by ordinary transport facilities;
- (c) Carriage is not prevented by circumstances which the railway cannot avoid and which it is not in a position to remedy.

2. When the competent authority decides that a service shall be discontinued or suspended totally or partially, the measures adopted for this purpose shall, without delay, be brought to the notice of the public and of the railways, which shall be responsible for informing the railways of the other States with a view to their publication.

3. 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. CARRIAGE OF PASSENGERS

*Article 4. ENTITLEMENT TO TRAVEL*

Subject to exceptions provided for in the international tariffs, the passenger shall, from the start of his journey, be in possession of a valid transport document which he shall retain throughout the journey, produce on demand to ticket inspectors and give up on demand at the end of the journey.

*Article 5. TICKETS*

1. Tickets issued for international travel under the Convention shall bear the mark  $\Phi$ .

2. The following particulars shall be shown on such tickets, subject to exceptions provided for in the international tariffs:

- (a) The stations of departure and arrival;
- (b) The route; if a choice of routes or means of transport is permitted, that facility shall be stated;
- (c) The category of train and class of carriage;
- (d) The fare;
- (e) The date on which the ticket becomes available;
- (f) The period of availability.

3. The language in which tickets shall be printed and made out, and their form and content, shall be determined by international tariffs or agreements between railways.

4. Covers containing sectional coupons issued under an international tariff shall be deemed to be a single transport document for the purposes of this Convention.

5. Unless the international tariffs otherwise provide, tickets shall only be transferable if they are not made out in the passenger's name and if the journey has not begun.

6. On receipt of the ticket, the passenger shall make sure that it has been made out in accordance with his instructions.

*Article 6. REDUCED FARES FOR CHILDREN*

1. Children under five years of age shall be carried free without a ticket provided that separate seats are not claimed for them.

2. Children of five years of age or over but under ten years of age and children under five for whom separate seats are claimed shall be carried at a reduced fare not exceeding one half of the fare charged for adults, except for supplements charged for the use of certain carriages or trains and subject to the rounding up of fares in accordance with the regulations of the administration issuing the ticket.

Such reduction need not be made in the case of tickets issued at a rate below that of the normal single fare.

3. The international tariffs may however provide for different age limits from those laid down in paragraphs 1 and 2 of this Article provided that such age limits shall be not less than four in respect of free travel under paragraph 1, nor less than ten in respect of reduced fares under paragraph 2 of this Article.

*Article 7. PERIOD OF AVAILABILITY OF TICKETS. BREAKS OF JOURNEY AT INTERMEDIATE STATIONS. USE OF SEATS*

The period of availability of tickets and breaks of journey shall be governed by the international tariffs.

The occupation, allocation and reservation of seats in trains shall be governed by the tariffs or the railways' regulations.

*Article 8. CHANGE OF CLASS OF CARRIAGE OR CATEGORY OF TRAIN*

A passenger may occupy a seat of a higher class or travel in a train of a higher category than that stated on his ticket or alter his itinerary subject to the conditions laid down in the international tariffs.

*Article 9. PASSENGERS WITHOUT VALID TICKETS*

1. Any passenger who cannot produce a valid ticket shall pay a surcharge in addition to the fare; such surcharge shall be calculated according to the regulations of the railway requiring such payment.

2. Tickets which have been altered without authority shall be deemed invalid and shall be withdrawn by the railway staff.

3. Any passenger who refuses to pay the fare or the surcharge upon demand may be required to leave the train. Such a passenger shall not be entitled to receive his luggage at any station other than the destination station.

*Article 10. PERSONS NOT PERMITTED TO TRAVEL OR PERMITTED TO TRAVEL ONLY UNDER CERTAIN CONDITIONS*

1. The following persons shall not be permitted to enter trains or may be required to leave them in the course of a journey:

(a) Persons in an intoxicated condition or whose behaviour is improper or who infringe the laws and regulations applicable; such persons shall not be entitled to a refund of their fares or of any luggage charges they may have paid;

(b) Persons who, because of sickness or otherwise, appear likely to inconvenience other passengers unless a whole compartment has been reserved for them in advance or can be put at their disposal on payment therefor; persons who fall ill during a journey shall, however, be carried at least as far as the nearest station at which they can be given the necessary attention. Their fares shall be refunded in accordance with the conditions laid

down in Article 23, subject to deduction of the amounts due for the distance travelled; where appropriate, these conditions shall likewise apply in the case of luggage charges.

2. The carriage of persons suffering from infectious or contagious diseases shall be subject to international conventions and regulations or, failing that, to the laws and regulations in force in each State.

*Article 11. TAKING OF HAND LUGGAGE AND ANIMALS INTO CARRIAGES*

1. Passengers may take with them into carriages, without extra charge, articles which can be handled easily (hand luggage). A passenger is only entitled to the space above and below his seat for his hand luggage.

This rule shall apply with any necessary modifications where the carriages are of a special type, including those containing a luggage compartment.

2. The following shall not be taken into carriages:

(a) Substances and articles which are not acceptable for carriage as luggage under Article 15 (c), unless otherwise provided in the tariffs; nevertheless, passengers carrying firearms in the course of public duty or with legal or administrative authority shall be allowed to carry ammunition not exceeding the lowest maximum quantity permitted by the regulations in force in any of the countries through which they pass. Guards escorting prisoners and travelling with them in special carriages or compartments shall be permitted to carry loaded firearms;

(b) Articles liable to annoy or inconvenience passengers or to cause damage;

(c) Articles which it is forbidden by Customs regulations or regulations of other administrative authorities to take into a carriage;

(d) Live animals. Nevertheless, dogs may be admitted if they are held in the lap or closely on a lead on the floor of the carriage and muzzled in such a way as to be of no danger to other occupants of the carriage; in addition, other small animals may be admitted if they are kept in cages, boxes, baskets or other suitable receptacles made in such a way as to exclude any risk of injury to, or soiling of, passengers and any damage to, or soiling of, the carriage and hand luggage therein, and if the receptacles can be held in the lap or stowed as hand luggage. Dogs and other small animals shall, in addition, only be admitted if they cannot inconvenience passengers by their smell or noise, if the laws and regulations of the different States are not contravened and if no passenger objects. Tariffs or timetables may prohibit or authorise the admission of animals into certain kinds of carriages or trains. The tariffs shall indicate whether, and for which animals, fares shall be paid.

3. The international tariffs may prescribe the conditions under which articles taken into carriages contrary to the provisions of paragraphs 1 and 2 (b) of this Article shall nevertheless be carried as hand luggage or as luggage.

4. Railway servants shall have the right to satisfy themselves, in the presence of the passenger, as to the nature of any articles taken into a carriage when there is good reason to suppose that there has been a contravention of the provisions of paragraph 2 of this Article, other than those of paragraph 2 (c). If it is not possible to determine the person who has taken with him the articles to be examined, the railway shall carry out this examination in the presence of two witnesses not connected with the railway.

5. Passengers shall themselves be responsible for the care of any articles and animals which they take with them, except when they cannot exercise such care because they are in a carriage of a special type referred to in paragraph 1 of this Article.

Passengers shall be liable for all damage caused by articles or animals which they have brought with them into a carriage unless they can prove that the damage was caused by the wrongful act or neglect of the railway.

*Article 12. TRAINS. TIMETABLES*

1. The trains available for travel shall be those shown in the timetables and such extra trains as may be put on to meet traffic requirements.
2. The railways shall publish the train timetables in an appropriate manner.
3. The timetables or the tariffs shall indicate restrictions on the use of certain trains or of certain classes of carriage.

*Article 13. MISSED CONNECTIONS. CANCELLATION OF TRAINS*

When a connection is missed owing to late running or when a train is cancelled for all or part of its route, and a passenger affected thereby wishes to continue his journey, the railway shall convey him and his luggage, without extra charge and insofar as may be practicable, in a train proceeding towards the same destination on the same line or by another route over the lines of the railways of the original route, so as to enable him to reach his destination with the least delay. The station-master shall, where necessary, certify on the ticket that the connection has been missed or the train cancelled, extend the availability of the ticket so far as may be necessary and make it valid for the new route, for a higher class or for a train subject to higher fares. Nevertheless, the railway shall be entitled by inserting provisions in the tariff or timetable to exclude the use of certain trains for this purpose.

Chapter II. *CARRIAGE OF LUGGAGE*

*Article 14. ARTICLES ACCEPTABLE FOR CARRIAGE*

1. Articles contained in trunks, baskets, suitcases, travelling bags, hat-boxes and other similar receptacles, as well as the receptacles themselves, shall be accepted for carriage as luggage.
2. The international tariffs may authorise, on specified conditions, the carriage of other articles and of animals as luggage.
3. The railways shall be entitled to refuse or restrict the carriage of luggage in certain trains or certain categories of trains.

*Article 15. ARTICLES NOT ACCEPTABLE FOR CARRIAGE*

The following shall not be accepted for carriage as luggage:

- (a) Articles the carriage of which is a monopoly of the postal authorities in any one of the territories in which the luggage is to be carried;
- (b) Articles the carriage of which is prohibited in any one of the territories in which the luggage is to be carried;
- (c) Dangerous substances or articles, in particular loaded firearms, explosive or inflammable substances or articles, oxidising, toxic, radioactive, corrosive or repugnant substances or substances liable to cause infection.

The international tariffs may provide for the acceptance for carriage as luggage, subject to specified conditions, of certain substances and articles not acceptable for carriage under sub-paragraph (c) of this Article.



*Article 16.* RESPONSIBILITY OF PASSENGERS IN RESPECT OF THEIR LUGGAGE.  
SURCHARGES

1. The holder of a luggage registration voucher shall be responsible for compliance with the provisions of Articles 14 and 15: he shall be liable for all consequences of any contravention of these provisions.

2. If there are good grounds for suspecting a contravention of the said provisions, the railway shall have the right to examine the contents of luggage in order to check whether they comply with those provisions unless the laws or regulations of the State in which the luggage is for the time being situated prohibit such examination. The holder of the registration voucher shall be invited to attend the examination; if he fails to attend or cannot be found, the examination shall, in the absence of other laws or regulations in the State in which the examination takes place, be carried out in the presence of two witnesses not connected with the railway. If any contravention is established, the expenses arising from the examination shall be defrayed by the holder of the luggage registration voucher.

3. In the event of any contravention of the provisions of Article 14 or 15, the holder of the luggage registration voucher shall pay a surcharge as laid down in the international tariffs in addition to any difference in carriage charges payable and, if appropriate, compensation for any loss or damage caused.

*Article 17.* CONDITION, PACKING AND MARKING OF LUGGAGE

1. Luggage in a defective state or condition or which is inadequately packed or which shows obvious signs of damage may be refused by the railway. Nevertheless, if such luggage is accepted, the railway shall be entitled to enter an appropriate note on the luggage registration voucher. Acceptance by the passenger of a voucher bearing such a note shall be treated as an acknowledgement by the passenger that the condition of the luggage is as described.

2. The passenger shall be obliged to indicate on each item of luggage, in a clearly visible place, his name, his address, the destination station and the country of destination, in a sufficiently durable, clear and indelible manner so as to avoid any possible confusion. The railway shall be entitled to refuse to accept items which do not bear the prescribed details. Out-of-date details shall be removed or made illegible by the passenger.

*Article 18.* REGISTRATION AND CARRIAGE OF LUGGAGE

1. Luggage shall be registered only on production of a valid ticket available at least as far as the destination of the luggage and by the route indicated on the ticket.

If the ticket is available by more than one route, or if the destination is served by more than one station, the passenger shall specify precisely the route to be followed or the station to which the luggage is to be registered. The railway shall not be liable for any consequences arising from the passenger's failure to comply with this requirement.

If the tariffs so provide, a passenger may, during the period of availability of his ticket, register luggage either direct for the whole journey from the forwarding station to the destination station or for any portion thereof.

The tariffs shall determine whether, and on what conditions, luggage may be accepted for carriage by a route other than that indicated on the ticket produced or without production of a ticket. If the tariffs provide that luggage may be accepted for carriage without production of a ticket, the provisions of this Convention determining the rights and obligations of passengers travelling with their luggage shall apply to persons despatching registered luggage without producing tickets.

2. The carriage charges for luggage shall be paid on registration.

3. In all other respects, the formalities with regard to registration of luggage shall be determined by the laws and regulations in force at the forwarding station.

4. The passenger may, subject to the regulations in force at the forwarding station, indicate the train by which the luggage is to be despatched. If he does not do so the luggage shall be forwarded by the first appropriate train.

If the luggage has to be transferred at a junction, carriage shall be performed by the first train by which, under the national regulations, the normal luggage service can be ensured.

Luggage shall only be forwarded in the above-mentioned manner if the formalities required by Customs or by other administrative authorities at departure or during the journey so permit.

#### *Article 19. LUGGAGE REGISTRATION VOUCHER*

1. A registration voucher shall be issued to the passenger at the time when the luggage is registered.

2. Luggage registration vouchers in respect of international traffic governed by this Convention shall bear the mark  $\Phi$  and, in the absence of provisions to the contrary in the international tariffs, shall contain the following particulars:

- (a) The names of the forwarding and destination stations;
- (b) The route;
- (c) The date on which the luggage is handed in for carriage and the train for which it is intended;
- (d) The number of tickets unless the luggage is handed in for carriage without production of a ticket;
- (e) The number of pieces of luggage and their weight;
- (f) The amount of the carriage charges and any other charges.

3. The form of, and the language in which, the luggage registration vouchers are to be printed and made out shall be determined by the international tariffs or by agreements between railways.

4. On receipt of the luggage registration voucher, the passenger shall make sure that it has been made out in accordance with his instructions.

#### *Article 20. DELIVERY*

1. Luggage shall be delivered on surrender of the luggage registration voucher and, where appropriate, on payment of the charges relating to the carriage. The railway shall not be required to establish that the holder of the voucher is entitled to take delivery.

It shall be equivalent to delivery of the luggage to the holder of the luggage registration voucher, if the luggage has been handed over, in accordance with the provisions in force, to Customs or octroi authorities at their premises or warehouses, when these are not subject to railway supervision, or if live animals have been handed over to third parties.

2. The holder of the luggage registration voucher shall be entitled to require delivery of the luggage at the office of the destination station as soon as sufficient time has elapsed after the arrival of the train on which it was due to be carried for it to be put at his disposal and, where appropriate, for the completion of any formalities required by Customs and other administrative authorities.

3. Failing surrender of the luggage registration voucher the railway shall only be obliged to hand over the luggage if the person claiming it proves his right thereto; if the person's right to claim appears insufficiently substantiated, the railway may require security to be given.

4. Luggage shall be delivered at the station to which it has been registered. Nevertheless, if the holder of the voucher so requests in good time, and circumstances permit and Customs regulations or the regulations of other administrative authorities are not thereby contravened, luggage may be handed back at the forwarding station or delivered at an intermediate station on surrender of the registration voucher and, if the tariff so requires, on production of the ticket.

5. The holder of a registration voucher whose luggage has not been delivered in accordance with paragraph 2 of this Article may require the date and time when he claimed delivery to be endorsed on the voucher.

6. If the holder of the luggage registration voucher so requires, the railway shall carry out an examination of the luggage in his presence in order to establish any alleged damage. The holder of the luggage registration voucher shall have the right to refuse to accept the luggage if the railway does not comply with his request.

7. In all other respects, delivery shall be subject to the laws and regulations in force on the railway responsible for delivery.

### Chapter III. *PROVISIONS APPLICABLE TO THE CARRIAGE OF BOTH PASSENGERS AND LUGGAGE*

#### *Article 21. TARIFFS. PRIVATE AGREEMENTS*

1. International tariffs drawn up by the railways shall contain all the special conditions governing carriage, all the information necessary for calculating fares and other charges, and shall specify where necessary the conditions under which rates of exchange will be taken into account.

2. Publication of international tariffs shall be compulsory only in those States whose railways participate in such tariffs as railways of departure or destination. These tariffs and amendments thereto shall come into force on the date specified when they are published. Increases in fares and charges, 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 six days after their publication.

Amendments to the fares and other charges provided for in the international tariffs made in order to take account of fluctuations in rates of exchange as well as corrections of obvious errors shall come into force on the day after their publication.

3. At every station which is open for international traffic, facilities shall be given for the passenger to acquaint himself with the international tariffs or with extracts therefrom showing the prices of international tickets obtainable at that station, and the corresponding luggage charges.

4. The international 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 passengers in comparable circumstances.

Reductions in the charges or other concessions may be granted for the purpose of railway or public services or for charitable, educational or instructional purposes.

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

#### *Article 22. FORMALITIES REQUIRED BY CUSTOMS OR OTHER ADMINISTRATIVE AUTHORITIES*

Passengers shall be obliged to comply with the regulations issued by Customs or by other administrative authorities concerning their own persons and the examination of their

luggage and hand luggage. Passengers shall be present at such examination unless otherwise provided by law or by regulations. The railway shall be under no liability towards passengers who disregard these obligations.

*Article 23. REFUNDS AND ADDITIONAL PAYMENTS*

1. Fares and charges shall be refunded wholly or in part, when
  - (a) The ticket has not been used or has only been partially used,
  - (b) The ticket, owing to shortage of seats, has been used in a class or a train of a lower category than that for which it was issued,
  - (c) Luggage has been taken back, either at the forwarding station, or at an intermediate station.

The international tariffs shall prescribe the documents and certificates which must be produced in support of a claim for refund, the amounts to be refunded and the amounts excluded from the refund.

2. Nevertheless, these tariffs may, in certain specified cases, exclude refunds of fares or charges or make such refunds subject to certain conditions.

3. No claim for a refund based on the provisions of this Article, or on those of Article 10 (b) will be accepted unless made to the railway within a period of six months from the expiration of the period of availability of the ticket or the date of issue of the luggage registration voucher as the case may be.

4. Where the tariff has been incorrectly applied, or the carriage or other charges have been wrongly calculated, overcharges shall be refunded by the railway and undercharges paid by the passenger, when they exceed two francs per ticket or per luggage registration voucher.

5. Overcharges or undercharges shall be calculated at the official rate of exchange for the day on which the original charges were made; if repayment is made in a currency other than that in which the original payment was made, the rate applicable shall be that on the day on which the repayment is made.

6. In all cases not provided for in this Article, and in the absence of agreements between railways, the laws and regulations in force in the State of departure shall apply.

*Article 24. DISPUTES*

Disputes between passengers or between passengers and railway servants shall be settled provisionally by the appropriate station official if they occur in a station or by the guard if they occur on a train.

**PART III. LIABILITY. LEGAL PROCEEDINGS**

**Chapter I. LIABILITY**

*Article 25. LIABILITY ARISING FROM THE CARRIAGE OF PASSENGERS,  
HAND LUGGAGE AND ANIMALS*

1. The liability of the railway in respect of death, injury or any other bodily harm sustained by a passenger, and in respect of loss or damage resulting from the late arrival or cancellation of a train or loss of a connection, shall be determined by the laws and regulations of the State in which the incident causing such death, injury, bodily harm, loss or damage occurred.

2. The railway shall not be liable in respect of hand luggage and animals the care of which is the responsibility of the passenger under Article 11 (5) unless the loss or damage was caused by any wrongful act or neglect on the part of the railway.

3. The following Articles of this part of the Convention shall not apply to the cases in paragraphs 1 and 2 of this Article.

*Article 26. COLLECTIVE RESPONSIBILITY OF THE RAILWAYS FOR LUGGAGE*

1. The railway which has accepted luggage for carriage and issued an international luggage registration voucher in respect thereof 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 luggage, shall participate in the performance of the contract of carriage and shall be subject to the obligations arising therefrom without prejudice to the provisions of Article 39 (2) relating to the railway of destination.

*Article 27. EXTENT OF LIABILITY*

1. The railway shall be liable for delay in delivery, for total or partial loss of luggage, and for damage to the luggage between the time of acceptance for carriage and the time of delivery.

2. The railway shall, however, be relieved of this liability if the delay in delivery or the loss or damage was caused by any wrongful act or neglect on the part of the passenger, by instructions given by the passenger other than as a result of any wrongful act or neglect on the part of the railway, by inherent vice of the luggage 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 the nature of the luggage or from the absence or inadequacy of packing or from the fact that articles not acceptable for carriage have nevertheless been despatched as luggage.

*Article 28. BURDEN OF PROOF*

1. The burden of proving that delay in delivery, 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, the 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.

*Article 29. PRESUMPTION OF LOSS OF LUGGAGE. POSITION IF  
SUBSEQUENTLY RECOVERED*

1. The person entitled to claim for the loss of luggage may, without being required to furnish further proof, treat an article of luggage as lost when it has not been delivered or placed at his disposal within fourteen days after a request for delivery has been made in accordance with Article 20 (2).

2. If an article of luggage which has been treated as lost is recovered within one year after the request for delivery, the railway shall give notice thereof to the person so entitled if his address is known or can be ascertained.

Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the luggage to be delivered to him at any station on the route against payment of the carriage charges from the forwarding station to the station where delivery is made and against refund of the compensation which he has received less any charges included therein, but without prejudice to any claims to compensation for delay under Article 32.

If the article of luggage recovered has not been claimed within the said period of thirty days or if it has not been recovered until more than one year after the request for delivery, the railway shall dispose of it in accordance with the laws and regulations of the State to which the railway belongs.

*Article 30. AMOUNT OF COMPENSATION FOR LOSS OF LUGGAGE*

When, under the provisions of this Convention, a railway is liable for compensation in respect of total or partial loss of luggage, such compensation shall be as follows:

- (a) If the amount of the loss or damage suffered by the passenger is established: a sum equal to that amount but not exceeding 40 francs per kilogramme of gross weight missing;
- (b) If the amount of such loss or damage is not established: a sum by way of liquidated damages calculated at a rate of 20 francs per kilogramme of gross weight missing.

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

*Article 31. AMOUNT OF COMPENSATION FOR DAMAGE TO LUGGAGE*

In the case of damage, the railway shall be liable for the amount by which the luggage has depreciated, but no further damages shall be payable.

Provided that compensation shall not exceed:

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

*Article 32. AMOUNT OF COMPENSATION FOR DELAY IN DELIVERY OF LUGGAGE*

1. In the event of delay in delivery and in the absence of proof by the claimant that loss or damage has been suffered thereby, the railway shall be obliged to pay compensation at the rate of 20 centimes per kilogramme gross weight of the luggage delivered late in respect of each period of twenty-four hours or part thereof after delivery has been requested, but subject to a maximum of fourteen days.

2. If proof is furnished that loss or damage has resulted from the delay, compensation not exceeding four times the compensation specified in paragraph 1 of this Article 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 luggage.

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

In the case of damage, such compensation shall, where appropriate, be additional to that provided for in Article 31.

In no case shall compensation payable under paragraphs 1 and 2 of this Article, together with that payable under Articles 30 and 31, exceed, in the aggregate, the compensation which would be payable in respect of total loss of the luggage.

4. In the event of delay in delivery of motor cars, trailers and motor cycles with sidecars carried as luggage, the railway shall not be obliged to pay compensation unless loss or damage is proved; compensation shall not exceed the amount of the carriage charges.

*Article 33. AMOUNT OF COMPENSATION IN CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF THE RAILWAY*

In all cases where delay in delivery, or total or partial loss of or damage to the luggage, 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 30, 31 and 32.

*Article 34. 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 luggage registration voucher. Such interest shall accrue from the date of the claim referred to in Article 37 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 35. LIABILITY OF THE RAILWAY FOR ITS SERVANTS*

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

If, however, railway servants, at the request of a passenger, render services which the railway itself is under no obligation to render, they shall be deemed to do so on behalf of the passenger to whom the services are rendered.

*Article 36. BRINGING OF EXTRACONTRACTUAL 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 35.

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

*Article 37. CLAIMS*

1. Claims relating to the contract of carriage shall be made in writing to the railway specified in Article 39.

2. Such a claim may be made by persons who have the right to sue the railway under Article 38.

3. Tickets, luggage registration vouchers, and any other documents which a claimant deems it 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 surrender of tickets or luggage registration vouchers.

*Article 38. PERSONS WHO MAY BRING AN ACTION AGAINST THE RAILWAY*

An action arising from the contract of carriage may only be brought against the railway by a person who produces the ticket or luggage registration voucher, as the case may be, or failing that, furnishes other proof of his right to sue.

*Article 39. RAILWAYS AGAINST WHICH AN ACTION MAY BE BROUGHT*

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

2. 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 even if it has not received the luggage.

3. 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.

4. An action may be brought against a railway other than those specified in paragraphs 1 and 2 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 40. 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.

Where 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 41. VERIFICATION OF PARTIAL LOSS OF OR DAMAGE TO LUGGAGE*

1. When partial loss of luggage or damage to luggage 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 luggage, its 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 luggage 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.

3. In the case of loss of an article of luggage, the claimant shall, to facilitate the enquiries made by the railway, be obliged to give as accurate a description as possible of the missing article of luggage.

*Article 42. EXTINCTION OF RIGHTS OF ACTION AGAINST THE RAILWAY ARISING FROM THE CONTRACT OF CARRIAGE OF LUGGAGE*

1. Acceptance of the luggage 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 delay in delivery, 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 delay in delivery made against one of the railways specified in Article 39 (2) within a period not exceeding twenty-one days excluding the day on which the luggage was 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 luggage in accordance with Article 41 by the person entitled as aforesaid;
  - (ii) If the verification which should have been made under Article 41 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 discovered until after acceptance of the luggage by the person entitled as aforesaid, provided that:
  - (i) Immediately after discovery of the loss or damage and within three days of the acceptance of the luggage, the person entitled as aforesaid asks for a verification in accordance with Article 41; 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.

#### Article 43. LIMITATION OF ACTIONS

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

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

- (a) An action for loss or damage caused by wilful misconduct;
- (b) An action for fraud.

2. The period of limitation shall run:

- (a) In actions for compensation for delay in delivery, partial loss or damage, from the date of actual delivery;
- (b) In actions for compensation for total loss, from the fourteenth day after the expiration of the period prescribed in Article 20 (2);
- (c) In actions for payment or refund of carriage charges, supplementary 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, from the date of payment or, if payment has not been made, from the date when payment should have been made;
- (d) 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;
- (e) In all other actions concerning the carriage of passengers, from the date of expiration of the period of availability of the ticket.

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 37, 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 44. SETTLEMENT OF ACCOUNTS BETWEEN RAILWAYS*

Any railway which has collected or ought to have collected fares or charges shall pay to the railways concerned their respective shares of such fares or charges.

#### *Article 45. 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 of or damage to luggage, 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 46. RIGHT TO RECOVER COMPENSATION FOR DELAY IN DELIVERY*

The rules laid down in Article 45 shall apply where compensation is paid for delay in delivery. If the delay 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.

#### *Article 47. PROCEDURE IN ACTIONS FOR RECOVERY*

1. No railway, against which one of the rights of recovery for which provision is made under Articles 45 and 46 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 48. 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 49. AGREEMENTS GOVERNING ACTIONS FOR RECOVERY*

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

**PART IV. MISCELLANEOUS PROVISIONS***Article 50. APPLICATION OF NATIONAL LAW*

In the absence of provisions in this Convention, in the additional regulations and in the international tariffs, the national laws and regulations relating to transport in each State shall apply.

*Article 51. 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 52. 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, tarpaulin 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 53. 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 sums 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 54. 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 55, 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 64 be convened when necessary.

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

*Article 55. LIST OF LINES TO WHICH THE CONVENTION APPLIES*

1. The Central Office provided for in Article 54 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 56. ADDITIONAL REGULATIONS*

Any additional regulations which Contracting States or participating railways may publish with a view to the operation 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 57. 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 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 III to this Convention.

2. Nevertheless, in the case of disputes between States, the parties shall not be bound by the provisions of Annex III 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 the 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 58. 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 delay in delivery, loss or damage occurred in the course of carriage by sea between

the time when the luggage was loaded on board the ship and the time when it was 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 luggage is carried fit and safe for its 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.

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 luggage is carried fit and safe for its 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 delay in delivery, loss or damage 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 after 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 59. 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 60. SIGNATURE*

This Convention, of which the Annexes form an integral part, shall remain open until 30th 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 61. 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 62. 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 63. 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 64. 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 II shall apply by analogy to such 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 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 22, 23, 24, 29, 37, 44, 45, 46 and 49 and Annex III may be amended by a Revision Committee. The composition and procedure of this Committee shall be in accordance with the provisions of Annex II 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.

*Article 65.* 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-SAADI

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:

ŻÓLCIŃSKI

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

## ANNEX I

(Article 54)

### 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 54 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. Never-

theless, 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 arrears 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 57 of the Convention (Annex III).

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 57 of the Convention (Annex III) 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 54 (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

(Article 64 (3))

### RULES RELATING TO THE REVISION COMMITTEE

*Article 1.* The Governments of the Contracting States shall forward their proposals relating to matters within the competence of the Committee 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 Committee 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 Committee. 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 Committee.

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 Committee.

The Director-General of the Central Office or his representative shall attend the meetings of the Committee 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 Committee, 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 Committee shall be properly constituted when one half of the number of Contracting States are represented.

*Article 7.* The Committee 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 Committee may set up sub-committees to facilitate its work. It 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.

## ANNEX III

(Article 57)

### 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  
ACCESSIONDÉCLARATION 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 TRANSLATION<sup>1</sup> — TRADUCTION ANGLAISE OFFICIELLE<sup>2</sup>]

ADDITIONAL PROTOCOL<sup>3</sup> TO THE INTERNATIONAL CONVENTIONS  
CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)<sup>4</sup> AND THE  
CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV),<sup>5</sup>  
SIGNED AT BERNE ON 7 FEBRUARY 1970

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*[For the text of the Additional Protocol, see p. 292 of this volume.]*

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<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>3</sup> For the date of entry into force and the date of the ratifications, applications of accession or notifications of accession, see p. 292 of this volume.

<sup>4</sup> See p. 164 of this volume.

<sup>5</sup> See p. 374 of this volume.

DECLARATION MADE UPON  
ACCESSION*FEDERAL REPUBLIC OF GERMANY*

[TRANSLATION—TRADUCTION]

[For the text of the declaration,  
see p. 285 of this volume.]DÉCLARATION FAITE LORS  
DE L'ADHÉSION*RÉPUBLIQUE FÉDÉRALE  
D'ALLEMAGNE*[Pour le texte de la déclaration,  
voir p. 285 du présent volume.]

[OFFICIAL ENGLISH TRANSLATION<sup>1</sup> — TRADUCTION ANGLAISE OFFICIELLE<sup>2</sup>]

PROTOCOL I<sup>3</sup> 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)<sup>4</sup> AND THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)<sup>5</sup> OF 7th FEBRUARY 1970

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*[For the text of Protocol I, see p. 305 of this volume.]*

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<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>3</sup> For the date of entry into force and the date of the ratifications, see p. 305 of this volume.

<sup>4</sup> See p. 164 of this volume.

<sup>5</sup> See p. 374 of this volume.

[OFFICIAL ENGLISH TRANSLATION<sup>1</sup> — TRADUCTION ANGLAISE OFFICIELLE<sup>2</sup>]

PROTOCOL III<sup>3,4</sup> 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)<sup>5</sup> AND THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)<sup>6</sup> 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

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*[For the text of Protocol III, see p. 317 of this volume.]*

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<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>3</sup> For the date of entry into force, of definitive signatures and of deposit of instruments of ratification, see p. 317 of this volume.

<sup>4</sup> 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.

<sup>5</sup> See p. 164 of this volume.

<sup>6</sup> See p. 374 of this volume.

[TRANSLATION — TRADUCTION]

FINAL ACT<sup>1</sup> 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

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[*For the text of the Final Act, see p. 331 of this volume.*]

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<sup>1</sup> For the dates of entry into force, of definitive signatures and of deposit of instruments of ratification, see p. 331 of this volume.