




International Rail Transport Committee
Comité international des transports ferroviaires
Internationales Eisenbahntransportkomitee

Legal solutions for rail-sea multimodal transport

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Summary

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- Difficulties and statutory framework
 - GTC Rail – Sea Traffic
 - Boilerplate contract for Rail-Sea traffic
 - Perspectives

Multimodality– Difficulties and statutory framework

Legal difficulties

- Often mandatory modal conventions
- Different liability conditions and limitations

International conventions

- CMR – Art. 2
- Montreal Convention – Art. 38
- CIM – Art. 1 §§ 3 and 4
- Geneva Convention of 1980
- Rotterdam Rules

Contractual solutions

- Through bill of lading
- UNCTAD/ICC Rules
- GTC CIT for RU acting as multimodal transport undertaking

GTC Rail – Sea Traffic (1)

Introduction



Sea carrier = contractual carrier or successive carrier



GTC joint-contracting + specificities sea carriage



Document with recommendation status (opting-in)



At the disposal of CIT members from 1 January 2015

GTC Rail – Sea Traffic (2)

Content

- A General provisions
- B Performance of the contract
- C Payment and charges
- D Liability – Loss and damage – Allocation of compensation - Non performance or delayed performance
- E Duration of the contract
- F Miscellaneous

Appendices

- 1 List of CIM maritime and inland waterway services
- 2 Carriage of dangerous goods



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Edition 1 January 2015

General Terms and Conditions Applying to Joint-contracting for Rail-Sea Freight Traffic (GTC Rail-Sea traffic)

Applicable with effect from 1 January 2015

GTC Rail – Sea Traffic (3)

General provisions

Scope (art. 1)

- Contract of international carriage of goods by rail including a maritime section listed in the CIM list of maritime and inland waterway services (Mediterranean sea, Channel, Baltic sea, Black sea)

Definitions (art. 2)

- CIM maritime or inland waterway shipping services: shipping services listed in the ‘CIM list of maritime and inland waterway services’, on which maritime or inland waterway carriage is performed complementing carriage by rail subject to a single contract of carriage
- Shipping undertaking: carrier listed in the CIM list of maritime and inland waterway services who performs carriage by sea or international carriage by inland waterway on a listed maritime or inland waterway service complementing carriage by rail.

GTC Rail – Sea Traffic (4)

Liability – Compensations

Principles of liability (art. 11)

- Carriers are mutually liable in accordance with the applicable statutory provisions
- The liable carriers indemnify other participating carriers from claims by third parties
- No recourse against the staff of another party, except in the case of wilful misconduct

Relief from liability (art. 13)

- Circumstances which in spite of having taken the care required in the particular circumstances of the case the carrier could not avoid and the consequences of which they were unable to prevent

Compensations (art. 14)

- Compensation of the damage according the applicable statutory provisions
- The carriers may agree for a maximum level of the compensation and exclude the compensation of pure pecuniary loss (missed benefit etc.)

Liability for particular cases (art. 12)

- Damages to the goods = AIM
- Damages to or caused by wagons = CUV or GCU
- Damages to or caused by the infrastructure = CUI
- Damages to or caused by the ship : Clause for relief art. 38 CIM

CIT Boilerplate contract for Rail-Sea traffic


- **Validity:** introduced on 1 July 2016
(*opting-in*)
- **Model** of successive carriers: maritime carriers can appear as successive carriers
- **Structure:**
 - Objective of the contract
 - Obligations
 - Procedures related to carriage
 - Compensation
 - Applicable law, jurisdiction, other general provisions

Appendix 1: Description and planning

Appendix 2: GTC Rail-Sea Traffic

Appendix 3: Payment

Appendix 4: Compensation



Boilerplate Contract for the Carriage of International Freight Traffic by Rail and Sea (Boilerplate Rail-Sea Traffic Contract)¹

Between:
... (name and address), contractual carrier, represented by ...
and
... (name and address), shipping undertaking (successive carrier), represented by ...
the following has been agreed

Definitions:
CIM: Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM – Appendix B to COTIF)
GTC Rail-Sea Traffic: General Terms and Conditions Applying to Joint-contracting for Rail-Sea Freight Traffic

1 Objective of the contract
Each carrier is to perform the tasks entrusted to him in accordance with the details shown on the consignment note which is handed over. These tasks are described in Appendix 1. The carrier may also be a shipping undertaking operating a service listed in the 'CIM list of maritime and inland waterway services' specified in Article 24 COTIF.
This contract is subject to the CIM Uniform Rules to the extent that no mandatory national law overrides them (for example, customs law, law protecting the health of animals). The CIT General Terms and Conditions applying to the Contract of International Carriage of Goods by Rail and Sea (GTC Rail-Sea Traffic) form an integral part of this contract (Appendix 2).
This contract satisfies the conditions of point 3 of the GTC Rail-Sea Traffic. In the event of a conflict between a provision of the GTC Rail-Sea Traffic and a particular contractual provision, the latter is to prevail.

2 Obligations of carriers of rail-sea traffic
a) The contractual carrier's obligations
The contractual carrier is to hand over the goods to be carried and, if appropriate, the wagon on which the goods are loaded, to the successive carrier at a defined handover point in accordance with the arrangements agreed.
b) Successive carriers' obligations
Successive carriers undertake to carry out services in accordance with this contract for the consignments defined in Appendix 1. Shipping undertakings are to be responsible for complying with provisions in the technical and operational rules which are specific to carriage by sea (stowage plan and loading regulations in particular).

¹ In accordance with point 2.5 a) of the CIT Statutes, this document is a recommendation and only binds members to the extent that members adopt it (opting-in principle).
Appx_TO_P 1.3.1 b_Boilerplate_Contract_RS_EN - 1 -

Next steps for Rail-Sea traffic

Implementation of the Rail-Sea documents

- The GTC Rail-Sea Traffic, and in particular the boilerplate contract, must be **made better known** as **CIT documents**
- Description of the **benefits of these documents** using a virtual pilot
- Use of the boilerplate contract – with reference to the GTC Rail-Sea Traffic - as an opt-in on particular real **pilot routes**
- **Evaluation** of the documents after the pilot transport runs are complete
- Need to **reflect further more multimodal solutions** in the CIT Products

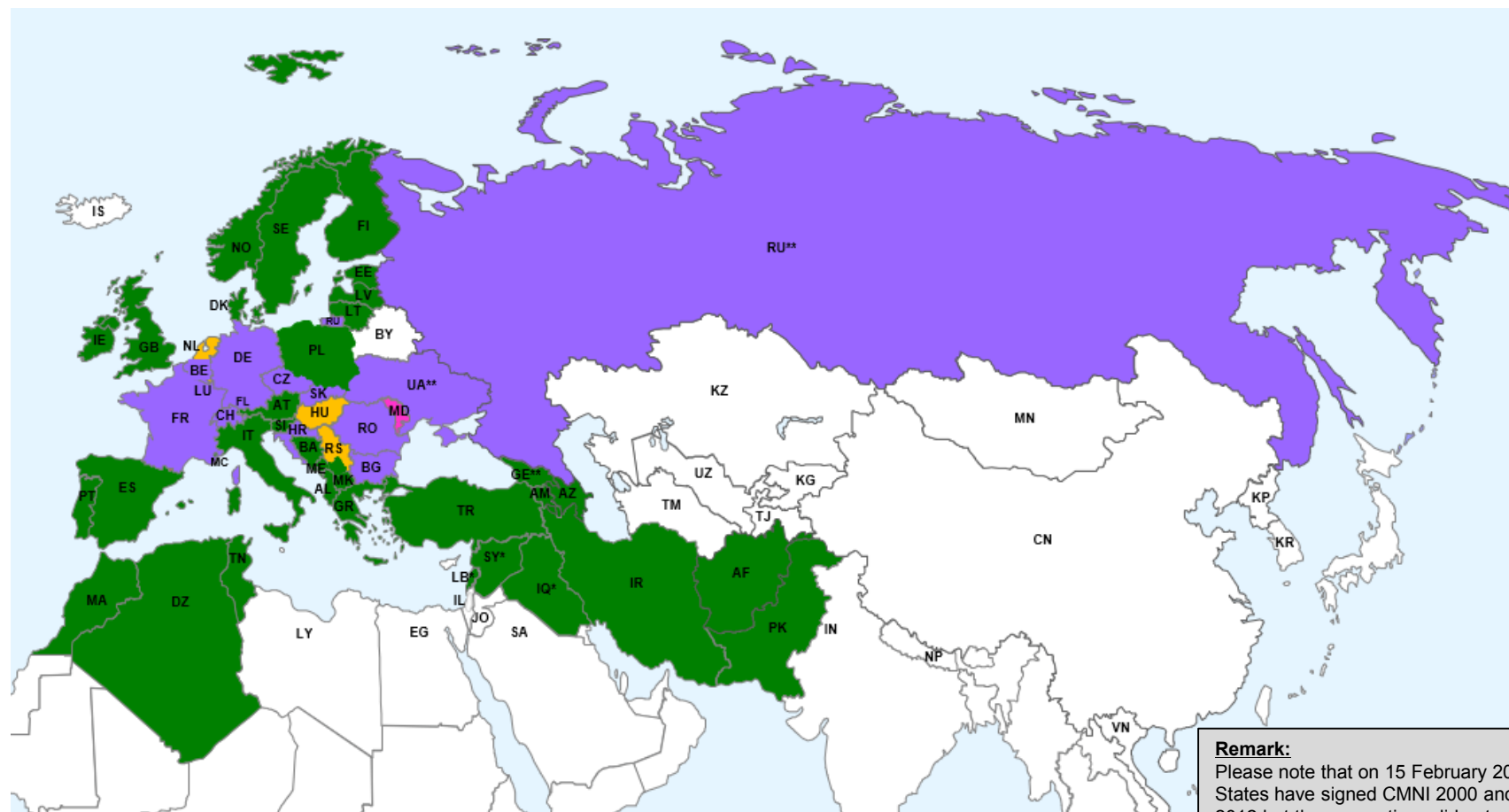
Interaction btw railway law and inland waterway law

Drafting a Guideline for rail / inland waterway law

- Interaction between railway law and inland waterway law
- Comparison of the relevant legislation on rail freight transport and wagon use (COTIF/CIM) with inland waterway law (in particular, CMNI, CLNI 2012, parts of the Athens Convention)
- The CIT/IRU Guideline structure serves as a model:
 - Introduction
 - Synthesis (main principles)
 - Map
 - Comparative Matrix
- Future collaboration with the IVR (*International Association for the representation of the mutual interests of inland shipping and insurance and for keeping the register of inland Vessels in Europe*) to finalise the guideline and probably hold a seminar in 2020

Scope of application of COTIF/CIM, CMNI 2000, CLNI 2012

Situation on 1 May 2019



COTIF/CIM+CMNI+CLNI
 COTIF/CIM
 COTIF/CIM+CMNI

CMNI
 No membership

*membership suspended
 **application on specific lines only

Remark:

Please note that on 15 February 2019 some States have signed CMNI 2000 and CLNI 2012 but the conventions did not entered into force yet:

- BE: CLNI
- FR: CLNI
- DE: CLNI
- PL: CMNI and CLNI
- PT: CMNI

Multimodality Rail-Sea traffic– Perspectives



Stop opposing one transport mode against others –
Think together about how to work in harmony and in
wholesome competition

Statutory solutions can be envisaged only as long term
solutions – Inside the CIT, follow determinedly the path
of contractual solutions and build bridges between the
rules drawn up by the professional organisations

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