



# Workshop “Accession of Pakistan to COTIF”

## CIV Uniform Rules

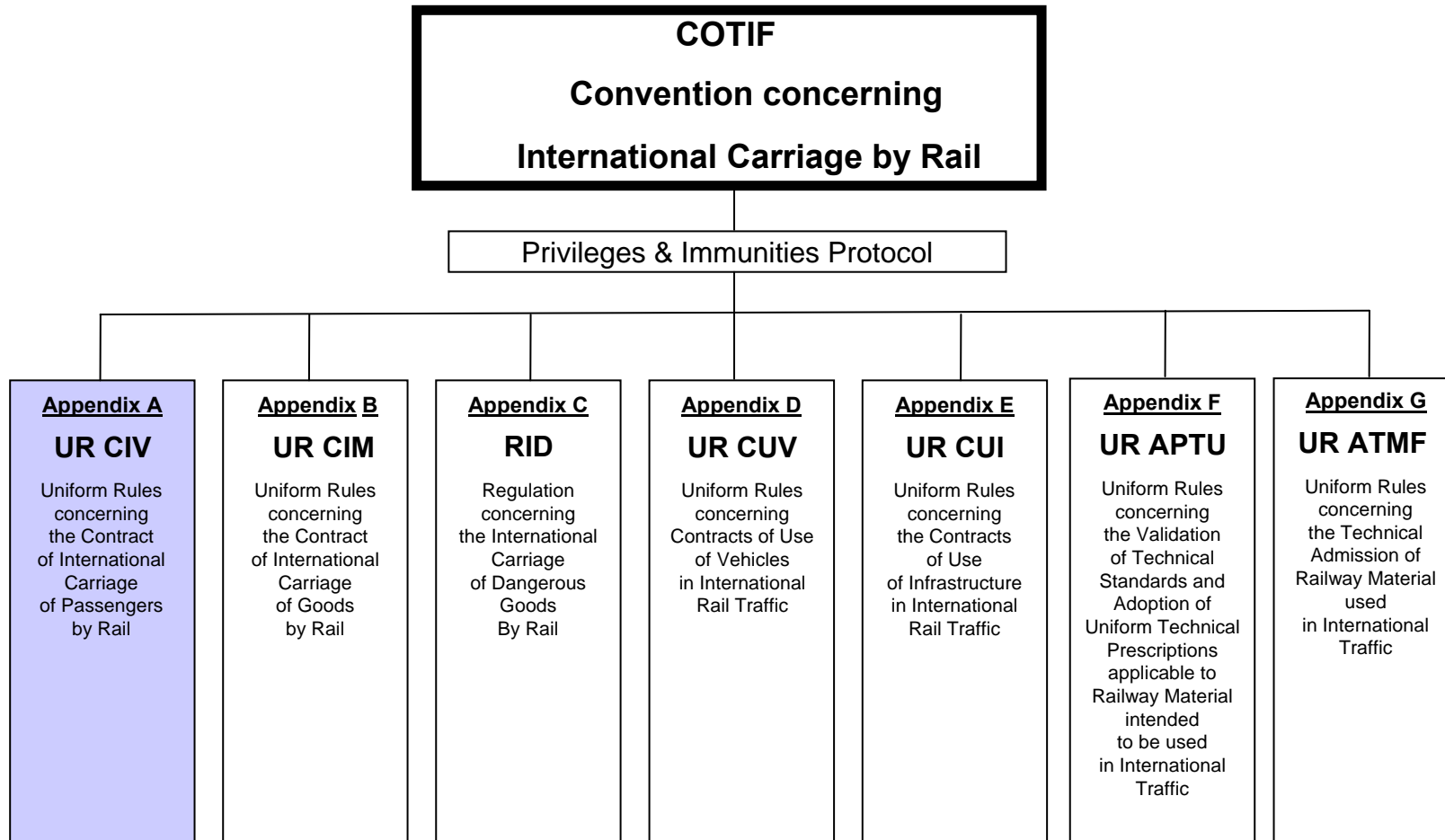
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Islamabad, 7/8 December 2011

OTIF



# COTIF 1999



# Legal regime for passenger traffic

- CIV Uniform Rules = Appendix A to COTIF
- Civil law – regulation of the contractual relationship between the passenger and the carrier
- Cross border carriage of passengers under one uniform legal regime
- Reference in TTFA – Art. 24 para 5
- Both Iran and Turkey apply these rules



# CIV and CIM - common features (1)

## Civil law regimes containing rules on

- **Contract of carriage** (+ the corresponding transport documents)
- **Liability** (principle of strict liability of the carrier with a few exactly formulated grounds for exoneration)
- **Assertion of rights** (claims, actions, forum, extinction of rights, time limitation of actions)
- Relations between carriers (a few provisions)



## CIV and CIM – common features (2)

- Same definitions: carrier, substitute carrier, General Conditions of Carriage
- Similar provisions or same principles: carriage of goods – carriage of registered luggage (joint and several liability)



## CIV and General Conditions of Carriage (1)

- CIV are mandatory, GCC can include **derogations** only where expressly allowed
- CIV refer to GCC for **more detailed rules**
- CIV contain certain rules to be applied if nothing else has been agreed – GCC can then include **other specific rules**



## CIV and General Conditions of Carriage (2)

CIV UR: Basic conditions of carriage which are implemented and supplemented by the “General Conditions of Carriage” of the carrier

- form and contents of tickets
  - payment / refund of the carriage charge
  - exclusion from carriage
  - acceptable hand luggage and animals
  - registered luggage and
  - (if applicable) vehicles
- } ancillary services



# CIV ticket

		<b>SBB CFF FFS BILLETT + RESERVIERUNG</b>		6071497813			
		keine Erstattung oder Umtausch					
<b>CIV 1185</b>		CITY NIGHT LINE (CH)				<b>01 PERSON</b>	
		VON/DE/DA → NACH/A				KL. CL.	
28.05 *	21.07 *	BASEL SBB → PRAHA HL N * → *		*	10.51 *	2 *	
	459	CNL	WAG 266	01 LIEGE	:	61	
NICHTR						1 UNTEN	
01 SparNight (65)		BEFOERDERER: 1185 1080 0054				CHF *****138.00	
800890181073							
343749	BERN 0114	28.05.A 00459	0410	070003	11.05.2010 16:49	00000	

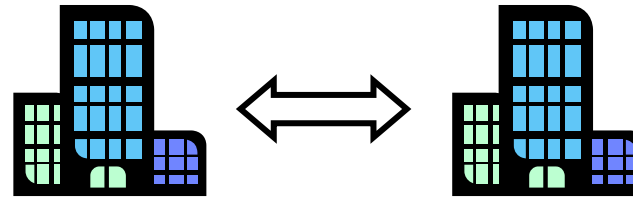


# CIV ticket envelope

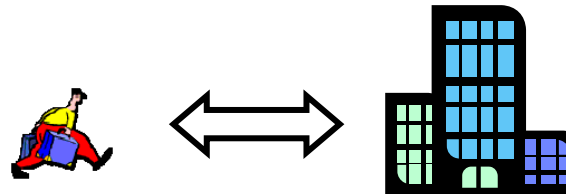


## Liability of the carrier according to CIV and CIM - difference

- CIM: relationship between two commercial undertakings as a rule



- CIV: the passenger as private person is the weaker party in the contractual relationship with the carrier



→ grounds for relief from carrier's liability are formulated more restrictively in CIV

## Liability in case of death of/injuries to passengers

- **Carrier liable** (who provided the service/was bound to provide it)
- Damages to be paid
- Depending on whether there is a maximum amount for compensation in national law: a **minimum** of 175'000 SDR (~ 276'000 \$) where a lower upper limit is provided for
- The rules also apply to persons accompanying a **CIM** consignment
- Declaration of non-application is possible



## **Liability in case of failure to keep to the timetable**

Obligation of the carrier resulting from the contract: to **make continuation of the journey possible**, even in cases of cancellation or late running of trains (no specific provision).

In situations where the **journey cannot be continued** the same day compensation of:

- Reasonable costs of accommodation
- Reasonable costs occasioned by having to notify persons expecting the passenger



## Liability for registered luggage

Loss

Damage

Delay in delivery

Strict liability of the carrier, a few grounds for relief, fixed limits

# CIV legal regime for passenger rail traffic

- Cross border carriage of passengers under one legal regime
- Rights and obligations of the parties to the contract of carriage are clearly defined
- a certain harmonization in liability issues is guaranteed  
= legal certainty

