

**Workshop “ACCESSION OF PAKISTAN TO COTIF”  
Islamabad 7-8.12.2011**

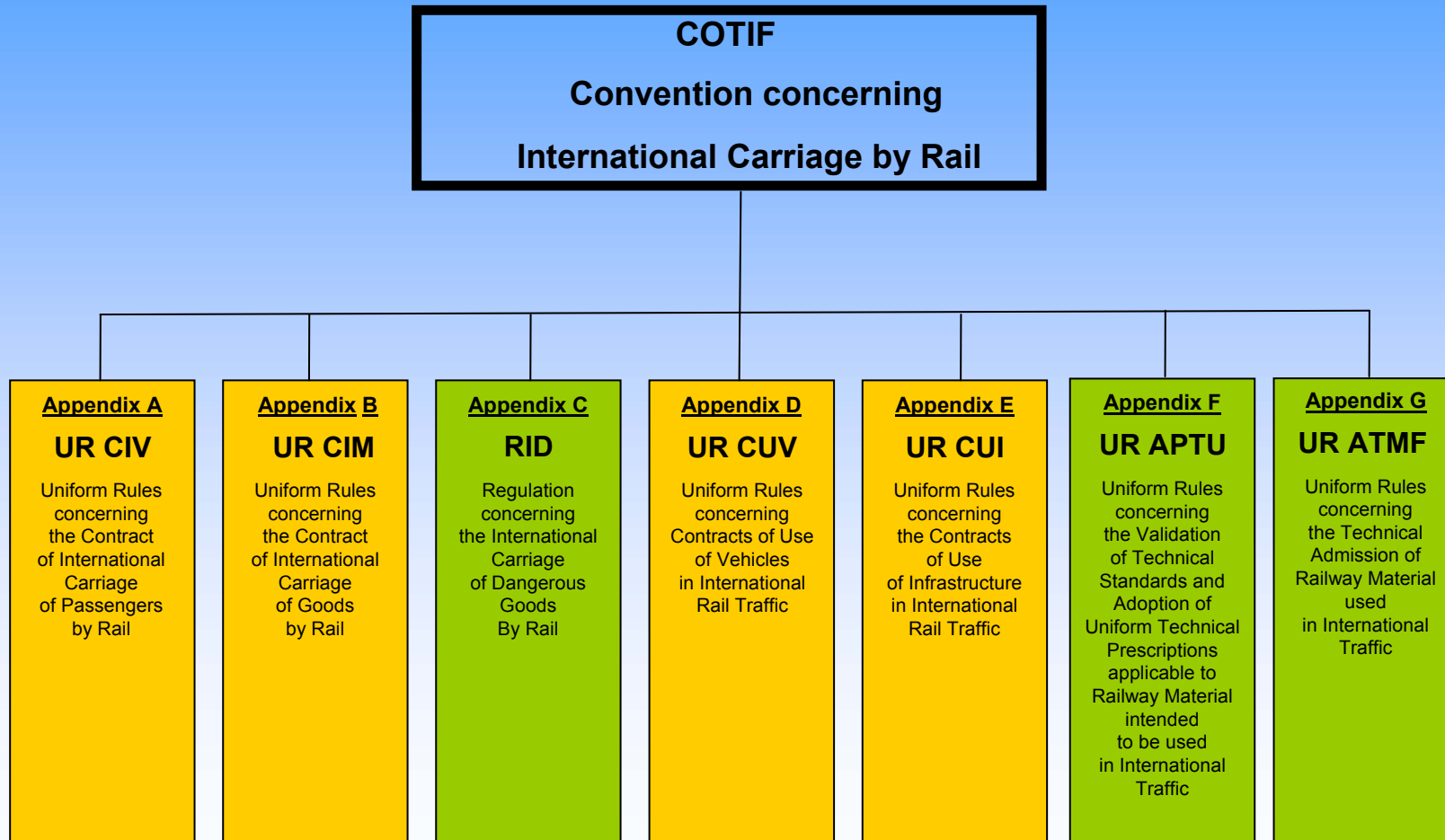
**COTIF:  
Convention and Appendices**

G. Kafka

OTIF



# COTIF 1999



# “The Convention” covers

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- “the Convention itself” (base convention),
- the “Protocol on the Privileges and Immunities of the Intergovernmental Organisation for International Carriage by Rail” (OTIF) and
- the Appendices including their Annexes



# Base Convention

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- Constitution of the Intergovernmental Organisation
- Headquarters at Berne, working languages English, French, German
- Member States concentrate international cooperation in the railway field within the framework of OTIF, unless EC / EEA members



## Appendix A

### “Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV)”

- Apply to contracts concerning / including
  - carriage of passengers by rail when place of departure and place of destination are situated in two different MS,
  - carriage by road or inland waterway in internal traffic of a Member State as a supplement to transfrontier carriage by rail and
  - carriage by sea or transfrontier carriage by inland waterway as a supplement to carriage by rail on listed services



## Appendix A

# **“Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV)”**

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- Apply to whole infrastructure unless reservation on scope at accession
- By consensual contract (no obligation) carrier shall undertake to carry the passenger + where appropriate, luggage and vehicles to the place of destination and to deliver the luggage and vehicles at the place of destination
- confirmed by ticket (prima facie evidence)



## Appendix A

# **“Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV)”**

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- Basic conditions of carriage which are implemented and supplemented by the “General Conditions of Carriage” of the carrier
  - payment / refund of the carriage charge
  - exclusion from carriage
  - acceptable hand luggage and animals
  - registered luggage
  - vehicles
  - liability



## Appendix B

### “Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM)”

Apply to

- whole rail infrastructure unless reservation on scope at accession and
- carriage by road or inland waterway in internal traffic of a Member State as a supplement to transfrontier carriage by rail and
- carriage by sea or transfrontier carriage by inland waterway as a supplement to carriage by rail **on listed services**



## Appendix B

### **“Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM)”**

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- By consensual contract (no obligation) carrier shall undertake to carry the goods for reward to the place of destination and to deliver them there to the consignee
- confirmed by consignment note (prima facie evidence)



## Appendix C

### **“Regulation Concerning the International Carriage of Dangerous Goods by Rail (RID)”**

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Applies to

- international carriage of dangerous goods by rail on the territory of MS,
- carriage complementary to carriage by rail to which the CIM Uniform Rules are applicable, subject to the international prescriptions governing carriage by another mode of transport,
- activities referred to by the Annex to the RID.



## Appendix D

### **“Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic (CUV)”**

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- Scope: bi-/multilateral contracts on use of railway vehicles as means of transport for carriage according to CIV and CIM UR
- Greatest possible contractual freedom
  - limited to questions of
    - Liability,
    - Limitation of actions and
    - Forum
- equal treatment of railway-owned wagons, classical P-wagons and others (“ad hoc-wagons”, “Spot-wagons”)



## Appendix D

# “Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic (CUV)”

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- Liability for damage **to vehicle** / accessories:
  - rail transport undertaking to which the vehicle has been provided for use as a means of transport is liable for the loss/damage resulting from loss of or damage to the vehicle or its accessories, unless it proves that the loss or damage was not caused by fault on its part
- limit:
  - for loss of vehicle/accessories → usual value of the vehicle or of its accessories at place + time of loss
  - for damage the cost of repair up to the amount due in case of loss
- contracting parties may agree derogating provisions



## Appendix D

# “Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic (CUV)”

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- Liability for damage caused **by the vehicle**:
  - person who, pursuant to a contract of use has provided the vehicle for use as a means of transport shall be liable for the loss or damage caused by the vehicle when he is at fault



## Appendix D

### **“Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic (CUV)”**

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- contracting parties are liable for their servants and other persons whose services they make use of for the performance of the contract (auxiliaries), unless they are acting beyond their functions
- managers of the infrastructure on which the RTU use the vehicle as a means of transport, shall be regarded as auxiliaries, contracting parties may agree derogating provisions



## Appendix E

### **“Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI)”**

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- Scope: contract of use of railway infrastructure for the purposes of international carriage within the meaning of the CIV UR and the CIM UR
- contract = basis for relations between infrastructure manager and carrier
- carrier must be able to prove that he is authorised and in compliance with the safety requirements for the use of the infrastructure (safety certificate)
- carrier must be able to cover claims (insurance)



## Appendix E

# “Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI)”

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- liability of the (infrastructure) **manager**:
  - for bodily loss or damage (death, injury or any other physical or mental harm),
  - for loss of or damage to property (destruction of, or damage to, movable or immovable property),
  - for pecuniary loss resulting from damages payable by the carrier under the CIV Uniform Rules and the CIM Uniform Rules
- caused to the carrier or his auxiliaries
- during the use of the infrastructure and
- having its origin in the infrastructure



## Appendix E

# “Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI)”

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- liability of the **carrier**:
  - **Bodily** loss or damage (death, injury or any other physical or mental harm), upper limit per person 175,000 SDR
  - Loss of or damage to **property** (destruction of or damage to movable or immovable property)
- caused to the manager or to his auxiliaries
- during the use of the infrastructure
- by the means of transport used or by the persons or goods carried



## Appendix E

### **“Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI)”**

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- Period of limitation: three years from the day when the loss or damage occurred
- In case of death of persons: three years from the day after the day the death occurred, but not exceeding five years from the day after the day of the accident



# Appendix F

**“Uniform Rules concerning the Validation of Technical Standards and the Adoption of Uniform Technical Prescriptions applicable to Railway Material intended to be used in International Traffic (APTU)”**

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- lay down, for railway material intended to be used in international traffic, the procedure for the validation of technical standards and the adoption of uniform technical prescriptions



# Appendix G

## “Uniform Rules concerning the Technical Admission of Railway Material used in International Traffic (ATMF)”

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- lay down, for railway vehicles and other railway material, the procedure for the admission to circulation or use in international traffic

