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General Assembly of the CIT

We cordially invite members to the General Assembly of the CIT. It will be held on Thursday, 17 November 2016 in the CIT head office building (Conference Room A, 1st Floor) at Weltpoststrasse 20 in Bern. The official part of the meeting will begin at 9:00am and will end at 11:30am at the latest. In the second part of the meeting, which will last until 12:30pm, François Davenne, Secretary General of OTIF, will speak on the "Globalisation of European railway standards".



International Rail Transport Committee
General Assembly

Interpretative Guidelines to the Air PRR – a way out of the deadlock?

Since the revision of the Air PRR was blocked for almost a year, the European Commission decided to take the initiative into its own hands within its competences and prepared the Interpretative Guidelines on passenger rights in the air sector, similarly to what it did for the rail sector in 2015. In the following short overview we try to answer the questions, whether the Commission actually suggests anything new and whether the interpretative guidelines offer a solution to the revision deadlock.

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EDITORIAL



Dear Readers,

Digitisation is shaping the future of rail. What contribution is the CIT making to these developments?

In the Freight Traffic section, the CIT has achieved an important milestone. The legal and functional requirements for the electronic consignment note have now been defined and the corresponding manuals are to be published at the beginning of 2017. The CIT is currently working with RailData on the technical specifications. Field trials are then to follow as soon as possible as part of the UIC's eRailFreight project.

In the Passenger Traffic section, the CIT is involved in the preparation of the Full Service Model (FSM) to ensure that the newly defined interfaces to the distribution systems conform with transport law. Our Ticketing Manual (MIRT) has been fundamentally revised and is now continually being brought in line with the new digitisation requirements.

We also have to move ahead with digitisation in-house. CIT documents will be adapted to the digital environment and made more user-friendly. It will be possible to complete the formal report for rail freight services (CIT20), for example, in future by means of an app.

In this issue, you can find out what is also planned for the digitisation of the CIM/SMGS consignment note.

I trust you will enjoy reading this issue!

Best wishes from Bern
Cesare Brand
Secretary General of the CIT



News on the application of the Convention concerning International Carriage by Rail (COTIF) and its appendices

The Czech Republic, which until now had stated that it would not apply Appendices E (CUI Uniform Rules), F (APTU Uniform Rules) and G (ATMF Uniform Rules) to COTIF, withdrew its reservations on 29 July 2016 and has thus declared the appendices to be applicable.

For the scope of application of the CUI Uniform Rules, this means that from now on – with the exception of the UK – they will apply throughout Europe. With this limitation, it means furthermore that a homogeneous application of the COTIF Uniform Rules has been established on the entire European continent.

The map below shows the current scope of application of COTIF and its appendices.

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Original: DE

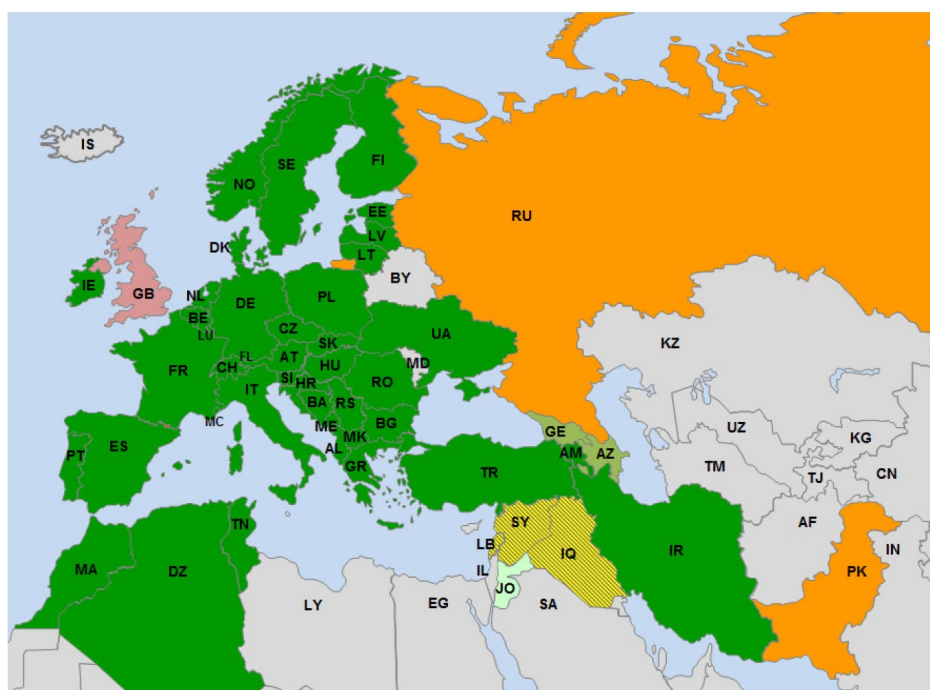
Another, albeit less pleasing, piece of news is that the Syrian Arab Republic, with effect as of 1 August 2016, has declared the suspension of its membership of COTIF. The background to this is that the rail services in the Republic are now at a complete standstill.



Champ d'application géographique de la COTIF et ses appendices Geografischer Anwendungsbereich des COTIF und dessen Anhänge Geographical scope of COTIF and its appendices

Etat au 1^{er} août 2016
Stand 1. August 2016
Situation on 1 August 2016

- Tous les appendices de la COTIF (41)
Alle Anhänge des COTIF (41)
All COTIF appendices (41)
- Sans CUI (1)
Ohne CUI (1)
Without CUI (1)
- Sans CUV/CUI/APTU/ATMF (2)
Ohne CUV/CUI/APTU/ATMF (2)
Without CUV/CUI/APTU/ATMF (2)
- Sans CIV/RID/CUV/CUI/APTU/ATMF (2)
Ohne CIV/RID/CUV/CUI/APTU/ATMF (2)
Without CIV/RID/CUV/CUI/APTU/ATMF (2)
- Suspension de la qualité de membre (3)
Ruhen der Mitgliedschaft (3)
Membership suspended (3)
- Membres associés (1)
Assoziierte Mitglieder (1)
Associate Members (1)





PASSENGER TRAFFIC

Assistance and Data Protection – main themes in the annual Conference of Passenger Claims Departments

The new Data Protection Regulation, updates on the Rail PRR as well assistance in case of missed connections and customer care were at the focus of this year's Conference of Passenger Claims Departments, held on 29 September in Bern.

Latest developments on the PRR

Isabelle Saintilan (SNCF) started her presentation by providing an update on interesting cases pending before national courts and national enforcement bodies (NEB). The other main topic was the upcoming revision of the Rail PRR with the different steps taken so far by the European Commission and which main issues to expect for the railway undertakings in this revision. The first draft of the revised Rail PRR is expected in spring 2017.

The new Data Protection Regulation

The second presentation, given by Tetyana Payosova (CIT), gave an overview of a new subject, which will be high on the agenda for the railway undertakings in the coming years, the new General Data Protection Regulation (GDPR). This Regulation entered into force in May 2016 and shall be applicable from 25 May 2018. The GDPR will create one single EU-wide data protection regime (instead of today's 28 national regimes) and require new processes and ways of working in the passenger railway business, also in the handling of customer claims.

What happens when "borders suddenly close"?

Bjarne Lindberg Bak (DSB) showed in a very interesting presentation how DSB, from a customer care point of view, took care of the refugee situation a year ago when a great number of refugees wanted to pass through Denmark to Sweden. A few months after that the Swedish authorities suddenly required all carriers to introduce ID controls for journeys between Denmark and Sweden, causing DSB even more problems. However, DSB managed the situation by hiring external control staff and rapidly introducing simple and clear checking procedures. Astonishingly few complaints were received from the passengers, thus confirming that a railway undertaking can manage unexpected and severe external events by improvising, being open-minded and rapidly adapting to new circumstances.

Morning workshops – data protection and handling claims involving new railway undertakings

As a follow up to the CIT presentation on the GDPR, a practical case was presented on how the new data protection rules will affect the daily handling of customer claims and how for example forms used in customer care need to be adapted to be compliant with the new legislation.

Furthermore, cases were studied on how, and by whom assistance needs to be given in the case of missed connections to trains run by new railway undertakings. Here particularly the need to conclude bilateral agreements was



The conference gave the GS CIT valuable feedback on how to further develop and refine the CIT products in passenger traffic.

raised as well as the use of commercial gesture in order to solve the problems in the best way possible.

Brussels South – "The railway hub of Europe"

The real highlight of the day was the afternoon activities around the theme Brussels South and how SNCB takes care of stranded passengers in one of the most busy railway stations in Europe. Philippe Bulinckx and Kris Vierstraete (SNCB) started with a presentation of Brussels South being a really busy railway crossroad in Europe with many passengers, many different railway undertakings and a wide variety of procedures to handle missed connections for the different types of trains. SNCB also highlighted the big diversity in incidents regularly occurring in Brussels South as well as how customer care in practical life not always follows the established rules. In the following workshop the SNCB colleagues, Nadine Scaillet and Kris Vierstraete, presented different practical cases, all related to the assistance to be offered in case of missed connections. The cases generated lively discussions around issues like where and by whom assistance should be offered, what kind of assistance should be given to the passenger and finally, who is to bear the costs for the assistance. Some conclusions were that good practical procedures should be put into place covering as many railway companies as possible, try to solve the problems as early as possible (in the train, on the platform, at the ticket desk...) and always be prepared to improvise, adapt and overcome the problems!

Feedback and further actions for the CIT

The conference gave the GS CIT valuable feedback on how to further develop and refine the CIT products in passenger traffic and also inspiration for themes to bring up in next year's conference of passenger claims departments, which will take place on 28 September 2017.

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Original: EN

CJEU ruled on the question of conclusion of contract of carriage between a passenger and a rail carrier

Does a fare dodger conclude a contract of carriage simply by riding a train? The Court of Justice of the European Union (CJEU) recently ruled on this question in a preliminary ruling procedure, initiated by a Belgian court. The answer is quite straightforward – it depends on the national law.

Factual Background

In September and October 2013 SNCB's staff found Mr. Demey travelling on four occasions without a ticket on SNCB's trains. The train inspectors requested Mr. Demey to regularise this situation by paying the fare with a surcharge within 14 days. Mr. Demey did not make the payments within the set deadline and failed to act on the reminders for payment sent by SNCB. Consequently, SNCB brought a claim against Mr. Demey before the Magistrates' Court (Ieper), Ypres (Belgium) with a request that Mr. Demey should pay a fine in light of the offences he committed (i.e. deliberately taking a train without a valid ticket). Mr. Demey claimed that as a passenger he was protected by the Belgian consumer protection law (i.e. protection against unfair terms set in SNCB General Terms and Conditions), even without a ticket, based on the provisions of Article 6(2) of Annex I to the Rail PRR. His arguments fully relied on the fact that he entered in a contractual relationship with SNCB, simply by using their trains. On the other hand, SNCB's position was based on the argument that Mr. Demey committed a criminal offence.

The Belgian court decided to refer a question for preliminary interpretation to the CJEU. The request for a preliminary ruling concerned the interpretation of the final sentence of Article 6(2) of CIV UR in Annex I to the PRR, namely, that the absence of a ticket does not affect the existence or validity of the contract. In light of this situation, the referring court asked the following question to the CJEU: Does Article 6(2) of the CIV UR in Annex I to the PRR preclude the Belgian national penalty provisions, under which a train passenger without a ticket – and in the absence of regularisation within the periods laid down in the relevant regulations – commits a criminal offence, which excludes any contractual relationship between the transport company and the train passenger, with the consequence that the legal protection provisions under European and Belgian national law which are based on that contractual relationship with that consumer, ... is also denied to the train passenger?

The CIT GS supported SNCB with additional arguments in the preliminary interpretation proceedings, upon consultation with the PRR Group of Experts of the CIT.

Legal Background

Article 4 of the Rail PRR deals with the question of the contract of carriage by referring to the provisions of Titles II and III of the CIV UR as integrated into Annex I to the Rail PRR. Articles 6 to 11 fall within Title II of the CIV UR and thus constitute an integral part of the Rail PRR. Article 6, on which Mr. Demey primarily relies, reads in its para. 2: "The contract of carriage must be confirmed by one or more tickets issued to the passenger. However, subject to Article 9 the absence, irregularity or loss of the ticket shall not affect the existence or validity of the contract, which shall remain subject to these Uniform Rules". Article 9 in turn clearly states, that a passenger from the beginning of his journey, must be in possession of a valid ticket and provide it to the ticket inspector. It further clarifies that the consequences of ticketless travel may be addressed in the General Conditions of Carriage, and may provide that a passenger may have to pay a surcharge or even be excluded from a journey. Belgian law in turn clarifies that railway coaches shall be accessible only to travellers who, in accordance with the GTCs of the carrier, are in possession of a valid ticket or arrange to purchase such a ticket. Non-compliance with the requirements set by the law was subject to a punishment, including a fine. At the same time, Belgian law on consumer protection and market practices considers unlawful provisions in the consumer contracts, where these put disproportionate obligations on the consumer. Mr. Demey claimed that the fine for ticketless rides was unlawful under the consumer protection law, which applied to him as a passenger.

Interpretation by the CJEU

On 21 September 2016 the CJEU finally issued its ruling. The CJEU found that the language of Article 6(2) of the CIV UR confirms that this provision presupposes the existence of a contract of carriage concluded beforehand and relates only to the proof of the existence of such a contract, which must be confirmed by one or more tickets. Also in light of the context of paragraphs 1 and 3 of Article 6 of the CIV UR, there is nothing to suggest that Article 6(2) of the CIV UR governs the conditions for the formation of a contract of carriage; those conditions are governed by the relevant national law. This finding is further supported by the wording of Articles 9, as well as 7 and 8 of the CIV UR, as incorporated in Annex I to the PRR. The CJEU concluded that the final sentence of Article 6(2) of the CIV UR in Annex I to the PRR must be interpreted as not precluding national provisions which lay down that a person making a train journey while not in possession of a ticket for that purpose, who fails to regularise his situation within the periods laid down in those provisions, does not have a contractual relationship with the railway undertaking.

This interpretation is fully in line with the position of the CIT General Secretariat and PRR Group of Experts and reflects a common understanding of the mentioned provision of the CIV UR. And therefore, this decision of the CJEU can be perceived as a small but very important victory for the railways.

For the CIT members in practical terms it means, that if the national law sets certain conditions for the formation of a contract of carriage (e.g. the need to purchase a ticket before the trip or on board to be provided in the GTCs), these conditions are not invalidated by Article 6(2) of the CIV UR and stay in force.

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Original: EN

Useful link

➔ [CJEU, Case C-261/15, Nationale Maatschappij der Belgische Spoorwegen NV v. Gregory Demey, Judgment of the Court of 21 September 2016](#)

Interpretative Guidelines to the Air PRR – a way out of the deadlock?

Since the revision of the Air PRR was blocked for almost a year, the European Commission decided to take the initiative into its own hands within its competences and prepared the Interpretative Guidelines on passenger rights in the air sector, similarly to what it did for the rail sector in 2015. In the following short overview we try to answer the questions, whether the Commission actually suggests anything new and whether the interpretative guidelines offer a solution to the revision deadlock.

Background

In the White Paper on Transport of 2011, the European Commission clearly mentions the need to develop a uniform interpretation of EU law on passenger rights and harmonised and effective enforcement to ensure a coherent standard of protection for passengers across Europe and to level the playing field in the passenger transport sector. In its report of 11 April 2011, the European Commission noted that some provisions of the Air PRR were being interpreted in various ways in light of the existing gaps and grey zones. To remedy this situation, the European Commission presented a proposal for a revised Air PRR, which is currently in the middle of the legislative procedure, with no progress for the last year. In June 2015 the European Commission announced that it would consider adopting interpretative guidelines as a short-term solution to facilitate and improve the application of the air PRR and promote best practices. This intention was further confirmed in the European Commission's Communication of 7 December 2015 "An aviation strategy for Europe". Finally, on 10 June 2016, the European Commission published the Interpretative Guidelines to the Air PRR and the Air Liability Regulation.

The nature and potential role of the Interpretative Guidelines

The European Commission emphasises that the Interpretative Guidelines are not meant to replace or complement the proposal for the revision of the Air PRR. Their main goal is to ensure a common understanding and proper enforcement of the Regulations in the EU. Similarly to the Rail PRR Interpretative Guidelines, the guidelines for the air sector are not legally binding and do not create any new legal provisions.

Given the large number of CJEU cases on the implementation of the Air PRR and the Air Liability Regulation, the Interpretative Guidelines provide a valuable summary of the court's decisions on the main issues addressed in the guidelines. Unlike in the Rail PRR, where the European Commission largely provides its own opinion on how the provisions should be interpreted, in the interpretative guidelines for the air sector, the European Commission almost exclusively refers to the existing case-law.

Main points raised in the Interpretative Guidelines for the air sector

There are a couple of points in the Interpretative Guidelines which are worth emphasising. First, unlike the Rail PRR, the Air PRR is not applicable to passengers travelling for free or at a reduced fare not available directly or indirectly to the public (e.g. the FIP in case of rail). Secondly, according to the Air PRR, it is always the operating carrier responsible for the PRR obligations, and not e.g. the carrier which sold the ticket (i.e. not the issuing undertaking). The Interpretative Guidelines further confirm that multimodal journeys are clearly not included in the scope. Further, the European Commission offers a detailed explanation of the differences between denied boarding, cancellation and delay, and the rights associated with these events; it also addresses the question of "comparable conditions" for re-routing (these have to be assessed on a case-by-case basis). Importantly, the Interpretative Guidelines confirm that there is no obligation to pay compensation for delay caused by extraordinary circumstances, but the duty of care stands even under such circumstances. To compare, the Rail PRR does not provide any exceptions for compensation in case of delays

caused by force majeure, which creates a competitive disadvantage for the rail sector.

To conclude, the Interpretative Guidelines do not solve the problem with the blocked revision of the Air PRR. They are much less innovative than the Interpretative Guidelines to the Rail PRR and do not deal with the questions raised in the proposal for the revision of the Air PRR.

The added value of these Interpretative Guidelines is rather that they are a useful summary of the existing decisions of the CJEU.

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Original: EN

Useful links

- ➔ [*European Commission's Interpretative Guidelines to the Air PRR, of 10 June 2016*](#)
- ➔ [*Communication from the Commission, "An Aviation Strategy for Europe", of 7 December 2015*](#)
- ➔ [*European Parliament Legislative Observatory, Current Status of the Revision of the Air PRR*](#)
- ➔ [*Communication from the Commission on the Application of the Air PRR, of 11 April 2011*](#)



FREIGHT TRAFFIC

“CIM/SMGS legal interoperability” - digitisation is on its way

The continuation of the joint CIT/OSJD project is proving to be a decisive factor in linking up the two legal regimes of COTIF/ CIM and SMGS and, in the age of digitisation and with the progress now being made in the use of the electronic consignment note, is creating new commercial solutions for members. This is also demonstrated by the very tight schedule of meetings for the regulatory processing of the practical knowledge obtained from the widespread use of the common CIM/SMGS consignment note.

Using the CIM/SMGS consignment note

In accordance with information provided by the JSC RZD, from January to August 2016 a total of 21,982 shipments, incl. 34,348 containers, were carried out using the CIM/SMGS consignment note. Export-import shipments using the common CIM/SMGS consignment note from/to Russia were carried out with Hungary, Germany, Poland, Romania, Serbia, Slovakia and the Czech Republic. The highest figures were in transport services with Romania: in terms of import shipments, 4,438 shipments, including 976 containers and, in terms of export shipments, 1,253 shipments, including 848 containers, were carried out using the CIM/SMGS consignment note. With regard to transport services with Germany, the CIM/SMGS consignment note was used for 359 import shipments, including 3,865 containers, and for 4,238 export container shipments. As far as transit services are concerned, it should be noted in particular that a total of 4,180 container shipments from China to Germany were carried out using the common CIM/SMGS consignment note.

In accordance with information provided by KTZ, 5,620 transit shipments through the territory of Kazakhstan were processed in 2015 using the CIM/SMGS consignment notes. By comparison, in the first half of 2016 some 4,152 transit shipments had already been carried out using the CIM/SMGS consignment note.

In accordance with information provided by the PSC UZ, 76,128 shipments were processed using the CIM/SMGS consignment note in 2015, of which 56,939 were export shipments, 1,149 import shipments and 18,040 transit shipments. Generally speaking, these figures indicate a 10% increase in the use of the common CIM/SMGS consignment note compared with 2014. This trend was also confirmed in the first eight months (January - August) of 2016, namely 54,541 shipments that were processed using the CIM/SMGS consignment note, of which 38,956 were export shipments, 880 import shipments and 14,705 transit shipments.

Updating the “CIM/SMGS Consignment Note Manual”

As a result of the entry into force of the new Union Customs Code, the “CIM/SMGS Consignment Note Manual” (GLV-CIM/SMGS / Appendix 6 to the SMGS) and the functional specifications for the electronic CIM/SMGS consignment note are to be updated. The updates, which affect the CIM scope of application only, were approved by the CIM/SMGS Steering Group in September 2016 in Warsaw.

There is support for the development and simplification of Eurasian rail freight shipments at the highest political level in China, Russia, Poland and other transit and destination states. The success seen in the use of the CIM/SMGS consignment note by the Kazakhstan Railways (KZH) for the pilot shipments speaks in favour of the traffic axes to and from China being included in Appendix 1 of the GLV-CIM/SMGS and Appendix 6 to the SMGS as soon as possible.

CIM/SMGS electronic consignment note

As part of the SMGS revision, which was finally completed on 1 July 2015, changes to the content and the layout of the consignment note were also approved. The changes with respect to the content were included in the GLV-CIM/SMGS, in particular in Appendix 2 “Explanatory notes on the content” of the CIM/SMGS consignment note. An update of the CIM/SMGS model paper consignment note, in the CIT’s view, is therefore not necessary. The CIT and RailData will additionally try to develop a coordinated “maximum dataset” for the electronic form of CIM, SMGS and CIM/SMGS consignments notes used in both legal areas. The dataset of the CIM/SMGS electronic consignment note, which contains the data of the two separate CIM and SMGS consignment notes, would be a suitable basis for this work.

For the other (electronic) consignment notes (CIM and SMGS, and possibly national), subsets/partial datasets can be defined in each case and then be made available as a variety of printed model paper consignment notes as required.

The work on updating the technical specifications by the ad hoc CIM/SMGS Technical Expert Group continues. The texts are expected to be finalised during the next meeting of the ad hoc technical group in October 2016, to ensure that they can be finally approved on 1 July 2017 by the project initiators.

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Original: DE

Latest news from the CIT’s “Mail by Rail” project in collaboration with UPU and CCTT

In order to support the advanced planning, organisation and carriage of postal consignments in collaboration with the UPU (Universal Postal Union) and the CCTT (Coordinating Council on Trans-Siberian Transportation), two seminars were held in Moscow (organised by the CCTT on 24/25 May) and in Bern (organised by the UPU on 18/19 August) with experts from the postal, rail transport and customs sectors. Among other topics, the focus was on the benefits of using CIT’s rail freight documents for the seamless legal processing of these transport services and in particular the added benefit of using the common CIM/SMGS consignment note.

CIM/SMGS “Mail by Rail” pilot project

At the beginning of 2016, China Post and Russian Post organised several pilot transport services with postal consignments in passenger trains in transit through Kazakhstan. The first pilot shipment of a container with postal consignments in freight trains between China and Germany by China Post and Deutsche Post (DHL DE) is being prepared in collaboration with the UPU and the CCTT. Recently, the French postal service “La Poste” also joined the project, so that it has now taken on an overall European dimension. One of the main tasks of such test shipments is to check the completion of customs formalities, primarily at the outer border of the EU. For this reason, the DG TAXUD has been actively involved in the project since July 2016.

According to the latest available information, the pilot shipment between the People’s Republic of China and Germany is to be carried out before the end of this year. The UPU and the WCO (World Customs Organisation) have also invited Poland, Belarus, Lithuania, Estonia and Mongolia to join the “Mail by Rail” pilot project. The seminar that was held in Bern in the middle of August also dealt with the customs requirements between China and Europe, in addition to clarifying the transport documents that would be needed for the project. The successful completion of the pilot shipments will thus depend on the coordinated cooperation of all those involved: the postal operators, the customs authorities, the railways, the WCO, the OTIF, the CIT, the CCTT and the OSJD Committee.



Photo: Miriam Wassmer

Legal basis for the carriage of postal packages by rail

The CIM/SMGS Consignment Note Manual offers the CIT members and SMGS participants whose names are entered in Appendix 1 the possibility of using standardised transport documents if they have been agreed on between the customer and the carrier. The use of a CIM/SMGS consignment note is also regarded as a valid agreement. In the SMGS area, the provisions of this manual apply only to traffic axes specified by those SMGS participants who apply this manual (Item 4 of the GLV-CIM/SMGS and Appendix 6

of the SMGS in force since 1 July 2015). The single transport document – in casu the CIM/SMGS consignment note – also requires the addition of the relevant accompanying documents of the postal operator, i.e. the delivery note (form CN37) and acknowledgment of receipt (forms CN34 / CP83), in addition to the relevant customs documents required for the customs clearance of postal consignments, i.e. customs declaration (form CN23) within the customs union of Russia, Kazakhstan and Belarus, and the European Union.

The international carriage of goods as governed by the CIM UR and the revised SMGS in the version dated 1 July 2015 provide the possibility of the unrestricted carriage of goods (including postal consignments in container trains),

since the postal monopoly for the carriage of mail has now been abolished and freedom of contract for negotiating and drawing up a contract of carriage between the consignor and the contractual carrier applies. The CIM UR also provide the possibility, providing the consignor, consignee and carrier agree, of subjecting a cross border carriage of goods to the CIM UR, when only the place of taking over of the goods or the place designated for delivery is situated in a Member State of COTIF (Article 1 § 2 CIM).

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Original: DE



LAW IN PRACTICE

In this section, we publish details of legal decisions concerning rail transport and related areas of law, statements from public authorities and legal advice from the CIT General Secretariat on the practical legal issues that arise in daily life.

Application of the AIM by the substitute carrier

Is it legally possible to conclude a contractual agreement with the substitute carrier on the application of the Agreement concerning the Relationships between Carriers in respect of International Freight Traffic by Rail (AIM)?

Substitute carrier in accordance with the CIM UR and the GTC sub-contract of the CIT

A substitute carrier, in accordance with Article 3 lit. b) CIM and Item 2 of the GTC sub-contract of the CIT, is defined as a carrier who has not concluded the contract of carriage with the consignor, but to whom the carrier has entrusted the performance of the rail carriage in total or in part. The party to the contract for this internal legal relationship with the substitute carrier is, on the one hand, the contractual carrier with whom the consignor has concluded the contract of carriage in accordance with the CIM Uniform Rules or a successive carrier who is liable on the basis of that contract [(Article 3 lit. a)].

The carrier who has concluded the contract with the consignor can make use of one or more substitute carriers (sub-contractors) for the actual performance of the rail carriage. The substitute carrier or carriers have not entered into a contractual commitment either with the consignor or with the consignee. The contractual carrier or the substitute carrier is liable to the consignor and the consignee for the total or partial loss of or damage to the goods and for the transit period being exceeded in respect of the entire carriage (Article 23 § 1 in conjunction with Article 27 § 1 CIM) from the time of taking over of the goods to the time of delivery. Furthermore, all provisions governing the liability of the contractual or successive carrier also apply to the liability of the substitute carrier (see Article 27 §§ 2-5 CIM).

Paragraph 6 of Article 27 CIM also states that any rights of recourse that may exist between the carrier and the substitute carrier remain unprejudiced. The internal relationship based on rights of recourse that exists between the con-

tractual and/or the successive carrier, on the one hand, and the substitute carrier on the other is ex lege determined by the CIM's guiding principle of freedom of contract.

Standardised invoicing and sharing of paid compensation in accordance with the CIM UR

The basic principle of freedom of contract is taken up again in item 1.4 AIM and postulates as a *lex specialis* that a substitute carrier may also conclude a contractual agreement for his internal relationship with the substitute carrier based on the AIM. As a basic principle, the AIM governs the relationships between carriers, which are CIT members (Item 1.10 AIM) and contains uniform rules on the invoicing and sharing of compensation. Its purpose therefore is to permit simple, rapid and economic processing of international rail freight traffic (see the Preamble of the AIM).

This possible agreement is covered completely by Article 52 CIM, in accordance with which the carriers - and this applies to all carriers in their relationships with each other - are free to reach agreements on rights of recourse (Article 52 in conjunction with Article 27 § 6 CIM).

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Original: DE

Useful link

➔ [The forms available for download on the CIT's website designed to simplify the completion and distribution of invoices among the members of the CIT on the basis of the AIM](#)



Autumn meeting of the CIT Executive Committee in Geneva

The second meeting of the CIT Executive Committee in 2016 was held in the capital of international organisations, Geneva. The statutory part of the meeting was followed by a very interesting visit to the Swiss-French cross-border metropolitan infrastructure project CEVA (Cornavin/Eaux-Vives/Annemasse).

Composition of the CIT Executive Committee

At its meeting, the Executive Committee supported the candidacy of Ms. Nevin Kaygısız (TCDD) for a further term of office, whose name is to be put forward for election at the CIT General Assembly meeting on 17 November 2016. In a letter to the CIT Chairman, the Turkish State Railways (TCDD) emphasised the importance of the CIT's activities being carried out for TCDD and reaffirmed their commitment to their involvement in the executive body of the CIT.

CIT Budget 2017

The Budget 2017 remains stable and continues to include the cost reduction measures approved in 2016. The budget for the year 2017 was approved by the Executive Committee for submission to the General Assembly on 17 November 2016.

Ongoing activities at the CIT

The Executive Committee took note of the ongoing activities in the Passenger Traffic, Freight Traffic, Multimodality and Use of Infrastructure sections. It was also able to confirm that the activities were being carried out in accordance with the work programme approved by the General Assembly in 2015.

Survey of CIT documents announced

The Executive Committee has defined the concept for a comprehensive survey to be conducted among members on the use of CIT documents in 2017. We will report on the details in the CIT-Info at the appropriate time.

CIT training programme 2017

The CIT has put together a training programme in which the legal and practical aspects of the Passenger Traffic, Freight Traffic, Use of Wagons and Use of Infrastructure sections are presented using CIT documents. The aim of



The autumn meeting of the CIT Executive Committee was chaired by the Deputy Chair, Ms. Maria Sack (DB AG).

the programme is to introduce participants to the international legal basis of the individual sections and explain to CIT members how to use the CIT documents. This training programme was offered for the first time ahead of the "Berner Tage" 2016 conference. The outcome of the survey that was subsequently conducted showed that the CIT members supported the organisation of training courses and were grateful for what had been offered. The majority of the members were in favour of training courses being continued. The members preferred decentralised solutions for the individual companies or regional solutions. The courses are to be held every two years, alternating with the "Berner Tage" conference.

The Executive Committee was informed of the outcome of the survey and, based on the results, instructed the General Secretariat of the CIT to hold a regional training seminar in the Balkan region in 2017. The GS CIT will be contacting the members shortly in this regard.

Preparations for the General Assembly 2016

A key focus of the Executive Committee meeting was on the preparations for the General Assembly 2016 to be held on 17 November 2016 in Bern.

Next meeting

The next meeting of the CIT Executive Committee will take place on 27 April 2017 in Bern.

Erik.Evtimov(at)cit-rail.org

Original: DE

The CIT warmly welcomes its new member

In 2015, the Železnice Srbije's (ŽS) activities were divided into the passenger and freight transport sectors, in which a new freight transport sector (Srbija Kargo ad) was created. Srbija Kargo became a full member of the CIT on 1 March 2016. The passenger transport sector (Srbija Voz ad) joined the CIT on 1 September 2016.

Katja.Siegenthaler(at)cit-rail.org

Original: DE





CIT DIARY OF EVENTS

Date	Event	Location	CIT contact
17 November	General Assembly	Bern	Cesare Brand
18 November	Multimodality Committee	Bern	Erik Evtimov, Nina Scherf
30 Nov-1 Dec	CIM Working group	Bern	Erik Evtimov
8-9 Februar	CIV Working group	Bern	Tetyana Payosova
23 March	CIM Committee	Bern	Erik Evtimov
24 March	Multimodality Working group	Bern	Erik Evtimov
5-6 April	CIV Working group	Brussels	Tetyana Payosova
27 April	Executive Committee 1/2017	Bern	Cesare Brand

Events with CIT participation

Date	Event	Org	Location	CIT contact
2 November	Rail Workshop Jerusalem	Euromed	Jerusalem	Erik Evtimov
4 November	Umsetzung des CH Gütertransportgesetzes (GüTG)	SKE	Ittigen	Erik Evtimov
7-8 November	TAP MD ad-hoc group control data in the booking process	UIC	Frankfurt	Jan Svensson
10 November	Koordinationsitzung eFB	RailData	Bern	Erik Evtimov
14-15 November	Conference on adoption of the text of the Convention on International Through Railway Traffic	OSJD	Warschau	Erik Evtimov
16 November	TAP/TAF TSI CCM Meeting	ERA	Lille	Jan Svensson
16 November	UIC C&D Forum	UIC	Wien	Tetyana Payosova, Isabelle Oberson
17 November	TLG-TSG meeting	UIC	Brussels	Jan Svensson
22 November	International Rail Passenger Traffic on the route East-West	UNECE	Genf	Erik Evtimov, Tetyana Payosova
23-24 November	70th Session of UNITED NATIONS ECE Working Party on Rail Transport	UNECE	Genf	Cesare Brand
24 November	TAP TSI Common Support Group	UIC	Frankfurt	Jan Svensson
29 Nov-2 Dec	General Assembly	UIC	St. Petersburg	Jean-Luc Dufournaud Cesare Brand
15 December	CER Assistants Meeting	CER	Brussels	Erik Evtimov
15 December	FSM Steering Group	FSM	Brussels	Cesare Brand, Jan Svensson
16 December	DG MOVE Meeting on Digitalisation	CER	Brussels	Erik Evtimov

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