

Editorial

The “Appeal from Bern” and the “grandmother test”



Standardised legal terminology, coordinated legislation, simplicity and comprehensibility of the legal texts, stable legislation and transparency in its creation, these were the demands of over 120 participants in the “Berner Tage” 2010. The event was once again a success, and it is to be hoped that the “Appeal from Bern” will not go unheard.

On the use of infrastructure, those taking part in the event noted with relief that the revision of the CUI Uniform Rules is complete and that the EU considers that this important legislation is now fully compatible with Community law. It will be clear at the end of April if the amended CUI will enter into force on 1 December 2010. If this is the case, and no-one doubts that it will be, the Member States of the European Union will be able to withdraw their reservations. The CIT is therefore firmly counting on having legal consistency and legal certainty within the railway undertaking/infrastructure manager relationship by the end of the year.

The new Passengers’ Rights Regulation was once again a topic of discussion at the event. Not entirely unexpectedly, it emerged in the workshops that the European Commission interpreted some of the provisions, those on the carrier’s relief from liability in particular, differently from CIT member railways. We shall therefore have to wait to see what the courts decide.

In the panel at the end of the “Berner Tage”, the CEO of SBB, Andreas Meyer, not only made demands of legislators but also of railway lawyers. He asked them to act as problem solvers rather than as sceptics. Simplicity and comprehensibility are not only the trademarks of good legislation but also of faultless service from a legal department.

Andreas Meyer, himself also a lawyer, recommended the “grandmother test”: the test of good legal work is whether the problem and its solution can be explained to your grandmother in the evening in a way that she can understand.

This edition and the next edition of CIT Info will report extensively on the “Berner Tage”. Do read it up, particularly if you weren’t able to take part in the event.

Thomas Leimgruber
Secretary General to the CIT

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Workshop “Passengers’ Rights” Bern 4 and 5 May 2010



Further information is available on page 9 and:

www.cit-rail.org/fileadmin/public/Seminare/Flyer_Workshop_Passengers_Rights_2010.pdf

“Berner Tage”

The joint sessions

Greater legal consistency and certainty

The conflicts between the differing legal systems which apply to the rail mode were again a focal point of the “Berner Tage” this year (4 & 5 February 2010). The participants, numbering well over one hundred and overwhelmingly from railway undertakings, maintained that through international traffic by rail requires standardised law which applies throughout the journey.

Instead, in addition to national law, up to three systems of international law are currently applied to traffic by rail: European law in the form of European Union Directives and Regulations (for those twenty-five states of the European Union with railways), international transport law (for the forty-four OTIF states) and for much Eurasian traffic, the SMPS and SMGS Conventions. These three systems differ in many respects and therefore hinder both passenger and freight traffic.

By contrast, international freight traffic by road, as the main competitor of the railway, has a single standard legal structure in the form of the CMR and the CMR extends right through into Asia.

Appeal from Bern

For this reason, the participants in the “Berner Tage” called urgently on the EU, OTIF, UNECE and OSJD to coordinate and harmonise their legislative activities in the areas of overlap. In their “Appeal from Bern” (see opposite page) they assert that railway undertakings need standardised law of carriage with standardised legal terminology. Legal regimes that overlay each other must not block each other but rather should be coordinated. The regulations in question must be simple and comprehensible and easy for both customers and railway undertakings to apply. In addition, in the interests of legal certainty, once statutes have been passed, the law must remain unchanged for a certain period of time.

In this context, the Executive Director of the CER, *Johannes Ludewig*, emphasised the importance of a transparent legislative procedure. Good legislation presumes wide consultation

and early involvement of those to be subject to the law. *Thomas Kaufmann*, the European Commission’s representative, pointed out however, that publicising intentions (too) early opened the door to lobbyists and thus forced compromises to be made, even before the issues could be discussed in the Council and Parliament.



Consumer protection in the transport industries

Jan Scherp, Principal Administrator of DG MOVE pointed out that the proper operation of the single internal market required effective consumer protection (in addition to competition and freedom of movement). It was always clear to the architects of the single market that in order for the market to function properly it was essential that its participants had full confidence in the quality of the services and products offered.

In its White Paper of 2001, “*European transport policy for 2010: time to decide*”, the European Commission envisaged a coherent system for protecting users’ rights in all modes. Legislation for travel by air is already in place and is biting (as numerous judgments from the European Court of Justice demonstrate). For travel by rail, the Passengers’ Rights Regulation has been in force since 3 December 2009 and a rich body of case law is shortly to be expected here too. For transport by bus and coach and ship and inland waterway, Regulations to protect passengers’ rights are currently being prepared.

Mr Scherp considered that the regulation of passengers’ rights is an example of successful European harmonisation of private law.

Complete compatibility of the CUI with Community law

Gustav Kafka, Deputy Secretary General of OTIF, explained the revisions to the CUI Uniform Rules (Appendix E to COTIF) in detail. The revisions cover two aspects, firstly the whole appendix in so far as its scope is concerned and secondly the rules which relate to issues of public law in so far as access to infrastructure is concerned.

The new CUI now take account of all the European Commission’s legal concerns. They will enter into force on 1 December 2010 provided that objections are not received from three or more non-EU Member States.



From left to right: *J.-L. Dufournaud*, Vice-Chairman of CIT; *S. Schimming*, Secretary General of OTIF; *R. Freise*, Chairman of CIT; *Th. Kaufmann*, Policy Officer of DG MOVE; *A. Meyer*, CEO of SBB/CFF; *J. Ludewig*, Executive Director of the CER.

Continued on page 4

“Appeal from Bern” by railway undertakings

Every year, the International Rail Transport Committee organises the “Berner Tage” on international rail transport law. Both the last event, in February 2009, and the event this year have focussed on the conflicts between the differing legal systems which apply to the rail mode.

The participants in the “Berner Tage”, numbering over one hundred and overwhelmingly from railway undertakings, assert that through traffic by rail which is not to be held up at frontiers requires continuous and standardised law. Up to now that has not been achieved; instead in addition to national law, up to three systems of international law are applied to international traffic by rail and in many respects these three systems are not compatible:

- European law in the form of European Union Directives and Regulations (for those twenty-five states of the European Union with railways),
- international transport law under the aegis of OTIF (itself composed of forty-four states),
- for much Eurasian traffic, the SMPS and SMGS Conventions in addition.

By contrast, international freight traffic by road, as the main competitor of the railway, has a single standard legal structure in the form of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the CMR extends right through into Asia.

Divergent legal regimes for international traffic by rail (which even go so far as conflicting with one another) hinder rapid and formality-free crossing of frontiers based on standard and certain legal principles and make claims for compensation more difficult as the non-application of the CUI Appendix to COTIF in most EU states shows.

The railways’ customers, passengers and shippers, increasingly press for a through rail offer based on a single contract and with standard terms and conditions from beginning to end.

Railway undertakings link their own aspirations with the demands of their customers in making the following

Appeal

to the various legislators who legislate in Europe and beyond:

1. For carriage under equivalent circumstances, railway undertakings require **standardised law of carriage with standardised legal terminology**.
2. Legal regimes that overlay each other must not compete with each other or block each other; rather they should be **coordinated** so that they complement rather than contradict each other.
3. The railways require **simple, comprehensible** law which can be **easily applied** both by them and by their customers, even when several legal regimes complement each other.
4. In the interests of legal certainty, once statutes have been passed, the law must remain **unchanged** for a certain period of time.
5. In the preparatory process of EU legislation the EU Commission should provide a maximum of **transparency**.

With this in mind, the railway undertakings call on those international legislators relevant to rail:

- o the European Union (the Commission, the European Parliament and the Council)
- o the Intergovernmental Organisation for International Carriage by Rail, OTIF
- o the United Nations, Economic Commission for Europe, UNECE
- o the Organisation for Co-operation between Railways, OSJD

to coordinate and harmonise their legislative activities in the areas of overlap whenever it is intended to create new legislation.

2010-02-05



The Chairman of the CIT, *Rainer Freise*, made it clear in this context that the carriers expected EU Member States to withdraw their reservations against the CUI Uniform Rules at the end of the year so that the use of infrastructure would then benefit from a further step towards legal consistency and certainty.

The CIT's objective is now to finalise the European GTC by the end of the year i.e. by the same time that the revised CUI Uniform Rules come into force. In this way, a tool will be available at just the right time to allow both the parties to resolve many contentious issues concerning the use of infrastructure satisfactorily.

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Original: DE

structure would then benefit from a further step towards legal consistency and certainty.

European GTC finalised by the end of the year

Thomas Leimgruber, Secretary General of the CIT, reported on the progress being made on drawing up general terms and conditions of use of infrastructure (European GTC of Use of Railway Infrastructure). Agreement in principle had been reached on cancellation of train paths: RailNetEurope (RNE) recognised that in this case no charges are due and charges already paid are to be refunded. As a further option it will be open to the infrastructure manager to offer an alternative of equal value.

Still unresolved is liability for delay and disruption to operations. As a compromise, RNE offered damages equivalent to the actual charge for the use of the infrastructure. However, restriction of damages to that amount is problematic because carriers may be liable to their customers for very much larger amounts.



From left to right: *M. Möhle*, DB AG; *G. Charrier*, SNCF, Vice-Chairman of the CIM Committee of CIT; *M.-G. Hénuset*, SNCB, Member of CIT's Executive Committee; *E. Evtimov*, CIT; *Th. Leimgruber*, Secretary General of CIT; *I. Oberson*, CIT; *I. Saintilan*, SNCF; *M. Krieg*, CIT.

Passenger traffic

Paperless CIV tickets

The new paperless technologies for CIV tickets developed by railway undertakings working within UIC groups raise numerous legal questions. These include: how can paperless contracts for international carriage by rail be managed when tickets have to be refunded or exchanged or passengers compensated? What proof do passengers have of concluding a contract? What is to be done if details of the contract are disputed on board a train?

The CIV Uniform Rules simply say that a paperless ticket must be equivalent from a functional point of view to a paper ticket. It is up to railway lawyers to define what this principle of functional equivalence means in practice; they must do so by participating actively in the work that the UIC and ERA are doing in this area.

Kurt De Vriendt, Chairman of the UIC TAP NT (new ticketing), spoke about the work being done in the UIC. The objective is to give passengers and railway undertakings a choice between the different technologies available. Electronic contracts of carriage may either be memorised on devices in the hand of passengers (e.g. mobile phones) or be accessible only on the central IT system of carriers. For the latter case passengers will only have a simple identifier: they may either provide the ticket inspector with the reference number for their contract or they may identify themselves by means of an identity card, credit card or another card specifically produced for the purpose. The central IT system will contain all the contractual information necessary thus allowing the ticket inspector to ensure that passengers are entitled to make the journey. The standards necessary



From left to right: *K. De Vriendt*, Chairman of the UIC TAP NT (new ticketing); *E. Trapazzo*, Chairman of the CIV Committee of CIT and *J.-L. Dufournaud*, Vice-Chairman of CIT.

to make the various "paperless" systems already used by railway undertakings interoperable will be defined in the future UIC leaflets 918-4 and 918-5.

Carrier's civil liability: changes brought by the PRR

Regulation (EC) No 1371/2007 (PRR) has brought numerous changes to carriers' civil liability. As *Jean-Luc Dufournaud*, Deputy Legal Director of SNCF, emphasised, without doubt the most marked change is the standardisation of the national regimes for civil liability by means of the extension of the scope of the CIV Uniform Rules to domestic carriage.

Firstly, for international rail transport services, the PRR imposes obligations over and above those of the CIV Uniform Rules:

- the obligation to pay advances in the case of death or injury, without the payment being regarded as an admission of liability on the part of the rail transport undertaking. This will cause difficulties in practice;
- the obligation to insure, still vague;
- the obligation to help passengers take action against third parties who are liable, also vague;
- the obligation to pay compensation and help passengers in the event of an actual delay or to take care of passengers in the event of anticipated delay.

Secondly, for domestic rail transport services, the PRR creates a set of minimum rights from which no Member State may derogate. In addition it imposes the same obligations on domestic services as for international ones (advances, compensation for delays, etc.) for those states which have not allowed any exemption to domestic services.

The application of the CIV Uniform Rules to domestic traffic by means of the PRR brings advantages and disadvantages. Although the application of the CIV Uniform Rules in a way overtakes national regimes for civil liability, those national rules will continue to be available to fill the gaps in the CIV Uniform Rules and to determine the amounts to be paid as damages

under the CIV Uniform Rules. Some national regimes are much more protective towards passengers than the CIV Uniform Rules. It would seem as if standardisation goes together with reductions in passengers' rights in certain countries. At least national courts will have to get used to a new regime, but in the end, definitive interpretation can only be by the European Court of Justice.

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The passenger workshop working under the guidance of Isabelle Saintilan (SNCF).

Freight traffic

In the freight module of the 2010 "Berner Tage", *Henri Trolliet*, Assistant Secretary General to the CIT, provided participants with an update on the freight projects which the CIT has in hand. *Guy Charrier*, Head of Legal Department of SNCF Geodis, followed that by reviewing those regulations in the contract of use for wagons which determine liability.



The economic crisis slows the implementation of e-RailFreight

The groundwork for this joint CIT/UIC/RAILDATA project has been finished. The functional, legal and technical specifications for the system are now available for railway undertakings to use. RAILDATA has likewise developed a standard interface for the exchange of consignment note and wagon note data between railway undertakings' IT systems.

A significant number of undertakings which committed themselves to implement e-RailFreight have unfortunately had to suspend their work because of the effects of the economic crisis. The emphasis in 2010 will be on a phased implementation of the system in order to limit the costs of implementation. Half a dozen undertakings will participate in pilot projects. Use of the system for combined traffic will likewise be promoted.

For some traffics (consignments in free circulation within the EU, traffic for which movement has been sub-contracted, etc.), the number of functions the consignment note is required to perform and the dataset on the consignment note can both be reduced. In 2010 the CIT will examine the options for, and the feasibility

of, a simplified format for the consignment note. This will reduce the functions and data to just those required by the CIM Uniform Rules.

The CIM/SMGS project is very successful

Ever since being launched in September 2006, the CIM/SMGS consignment note has been very successful. It is now used on more than fifty flows of regular traffic. In 2009, for example, PKP Cargo counted a total of more than 25 000 CIM/SMGS consignment notes (counting both directions of traffic). This success is explained by the greater legal certainty offered by the new consignment note, the reduction in costs and the savings in time that it offers. It should also be noted that the project groups have also finished the groundwork to allow the CIM/SMGS consignment note to be used as an electronic document.

The changes that have been made to the processes for reporting loss and damage in transit and for handling claims are significantly improving the position of customers since customers now have a single contact point. The regulations which have been introduced cover the handling of customer claims, the payment of compensation to the customer and the allocation of the amounts paid out between the carriers. The last phase of the work will be started in 2010; this will cover the creation of standard rules for liability which will then be applied on a contractual basis.

The results of all this work will be to create a firm basis for a new system of standard law to apply from the Atlantic to the Pacific. The work can then be handed over to the intergovernmental organisations in question to take forward.

Savings from after-sales agreements

Handling individual instances of loss and damage in transit and individual claims is relatively onerous. Some way of rationalising them, such as making after-sales agreements, is essential. The purpose of these agreements is to allow the quality of after sales service to be improved as a whole and to make economies by avoiding having to handle individual cases of loss and damage and individual claims.

The CIT is making its contribution by creating a checklist for drawing up these agreements available to its members. The work will take place during 2010 and the new document should be approved by the CIM Committee in March 2011.

Wagon law: does the liability regime need changing?

After having briefly reviewed the development of wagon law from the RIV through to the GCU (itself drawn up jointly between the UIC, ERFA and the UIP), *Guy Charrier* described the provisions in the GCU which cover liability for loss and damage caused by wagons and to wagons, slotting them into the framework of the triangular relationship between the carrier, the wagon keeper and the infrastructure manager.

The main conclusion was that the carrier is exposed in the event of an accident causing loss or damage to the goods being carried or to the infrastructure if it was caused by a wagon which did not belong to him. In principle that carrier must:

- prove to his customer that the problem with the wagon causing the loss or damage was unavoidable if he wishes to escape liability,



From left to right: *H.Trolliet*, Deputy Secretary General of CIT; *Ch. Heidersdorf*, Chairman of the CIM Committee of CIT; *G. Charrier*, Vice-Chairman of the CIM Committee of CIT.

- provide the same proof to the infrastructure manager if he does not want to accept the costs of the loss and damage caused to the infrastructure,
- prove that the wagon keeper was at fault if he wants the keeper to bear the costs of the loss and damage caused to the goods and infrastructure.

As a function of the circumstances, it may be very difficult for the carrier to provide this proof. If he fails, the costs of the loss and damage will remain with him. The turmoil after the accident at Viareggio may cause these principles to be reviewed.

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Transport Law and Policy

Russia accedes to COTIF

The accession of the Russian Federation to COTIF and thus to the Intergovernmental Organisation for International Carriage by Rail (OTIF) took legal effect on 1 February 2010.



Accession is simply in respect of the CIM Uniform Rules and just applies to the short sections of line between the ferry terminals at Baltiysk and Ust-Luga and the main Russian network. Nevertheless, it is planned to extend the scope of the CIM in stages to the RZD network.

Use of the CIM Uniform Rules on the sections in the port complex is significant however because the huge volumes of traffic moved on the Sassnitz-Baltiysk-Ust-Luga ferries have the potential to be developed even more. Change of wheelset from 1435 to 1520 mm takes place in Germany, a fact which greatly simplifies and speeds up the movement.

The CIT understands that Russian Railways (RZD) will also apply to join the CIT. We greatly look forward to having RZD as a member, in particular because it will allow the project to make CIM and SMGS transport law interoperable to move forward faster and more effectively.

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Passenger Traffic

New AIV applicable with effect from 3 December 2009

The new *Agreement concerning the Relationships between Transport Undertakings in respect of International Passenger Traffic by Rail (AIV)* was approved by the CIV Committee on 3 December 2009 and came into effect the same day.

The AIV governs relationships between CIT member transport undertakings which become involved in claims and complaints from passengers (whether concerning accidents, delays or other service failures) or which receive applications for refunds. The

agreement specifies which undertaking has to handle the claim or complaint and pay compensation to the passenger. It is thus an essential tool for the customer service departments of every undertaking which offers international rail transport services.

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Regulation on rail passengers' rights and obligations (PRR)

Table of exemptions

The European Commission has created a new page on its website to provide details of *Regulation (EC) No 1371/2007 on rail passengers' rights and obligations (PRR)* (which came into force on 3 December 2009). The page contains a summary of the PRR (currently only in English) and a table showing the exemptions allowed by the EU Member States. Nevertheless, regrettably, the table is incomplete. It would seem that only the national authorities responsible for the application of the PRR are competent to provide complete and correct information about the legal situation in their states.

The CIT and CER have likewise drawn up a table of exemptions from information provided by railway undertakings. This table is available for CIT members on the CIT website (under Passenger traffic/Legislation/Exemptions PRR) and is regularly updated.

Information for passengers

Railway undertakings have kept passengers widely informed of their new rights by means of articles in the press, flyers distributed in stations, posters, special pages providing details of the new rights on the websites of the various carriers, etc.

A major publicity campaign on the rights of airline and rail passengers to cover the whole of Europe is being prepared. The PR agency, selected by the European Commission in January 2010, has just started its work. The CER will provide an update on this campaign in the next meetings of the CER Passenger Working Group on 23 March and 28 April 2010.

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The Commission's web page giving details of the PRR:
http://ec.europa.eu/transport/passengers/rail/rail_en.htm

Use of the Infrastructure

Consultation of the railway sector on national regimes for the liability between railway undertakings and infrastructure managers

At the end of January 2010, the European Commission asked consultants to study national regimes of civil liability in twelve Member States of the European Union (Belgium, Denmark, France, Germany, Greece, Hungary, Ireland, Lithuania, Poland, Romania, Spain and the United Kingdom). The objective of this study is twofold, to:

- provide an overview of the differing regimes applicable to the contractual relationships between railway undertakings (RU) and infrastructure managers (IM);
- examine if these regimes create barriers within the internal market.

Why is there such a range of different liability regimes?

The CIT considers that the fact that EU Member States have not applied the CUI Uniform Rules has left carriers and infrastructure managers in an unsatisfactory uncertain legal position

since 2006. National regimes for civil liability in each European state are very different. All the options possible are to be found, from liability for proven fault relying on extremely complex logic, right through to liability without fault (also called strict liability) with grounds for relief strictly defined by statute.

In addition, the reservations made by EU Member States against the CUI Uniform Rules have deprived carriers of legitimate recourse for damages they have paid out to their customers in accordance with the CIV and CIM Uniform Rules. Pecuniary loss, the losses arising from delays and operational disruption in particular, are not in practice taken into account in certain national regimes of civil liability.

What solution(s) can be envisaged?

Because the CUI Uniform Rules have now been revised (and with effect from 1 December 2010 will be completely compatible with Community law), EU Member States should withdraw the reservations they lodged against them. Once the CUI Uniform Rules finally apply to international traffic within the EU, it would be sensible to extend their scope to cover domestic traffic.

The CIT accepts that there are two ways of achieving this objective:

- by contract, i.e. to create standardised general terms and conditions for the whole of Europe on which all the contracts for use of infrastructure can be based (that is the objective of the *European GTC of Use of Infrastructure* which are being negotiated), or

- the legislative route, i.e. by the EU adopting the CUI Uniform Rules for application to all traffic, domestic and international.

In any event, any extension of the scope of the CUI Uniform Rules to domestic traffic will require them to be adapted in several places to take account of new developments in rail transport law (such as Regulation (EC) No 1371/2007 on rail passengers' rights and obligations, public service contracts negotiated with public authorities, general contract of use for wagons, etc.). It is no longer necessary to argue the case for standardisation to support legal certainty and transparency. The CIT therefore has high hopes of shortly being able to find balanced solutions to these issues.

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Law in practice

Law applicable to international bus and coach services

Railway undertakings operate several international bus and coach services, including services between Poland and Lithuania and between Germany and the Czech Republic. Readers may wonder if the CIV Uniform Rules or the PRR apply to these services. In principle, no. Nevertheless, despite that, in practice the undertakings may choose to apply them.



DB AG/Michal Málek

In principle, the CIV Uniform Rules apply to contracts for international rail-road carriage provided the carriage by road remains restricted to domestic carriage within a single state. In addition, the PRR only applies to rail transport services. International carriage by road is in fact subject to different legislation, either national law or the *Convention on the Contract for the International Carriage of Passengers and Luggage by*

Road (CVR). The CVR was signed in Geneva on 1 March 1973 and eight European states are party to it (see the list on www.unece.org/trans/conventn/legalinst_28_OLIRT_CVR.html).

Within the European Union, the national law applicable to contracts is determined by the rules contained in Articles 3 and 5 of Regulation (EC) No 593/2008 (known as "Rome I"). Railway undertakings may choose between the following five national legal systems, the law of the country where:

1. the passenger has his habitual residence; or
2. the carrier has his habitual residence; or
3. the carrier has his place of central administration; or
4. the place of departure is situated; or
5. the place of destination is situated.

An international convention, such as the CIV Uniform Rules, may likewise be designated as the law applicable to the contract so that an international journey by road and rail can be subject to the same law throughout the journey. This provides greater legal certainty for both railway undertakings and passengers.

In any case, the choice of the law applicable must be made quite explicitly. It is recommended that undertakings indicate the legal regime on the ticket issued to the passenger in legible and comprehensible text.

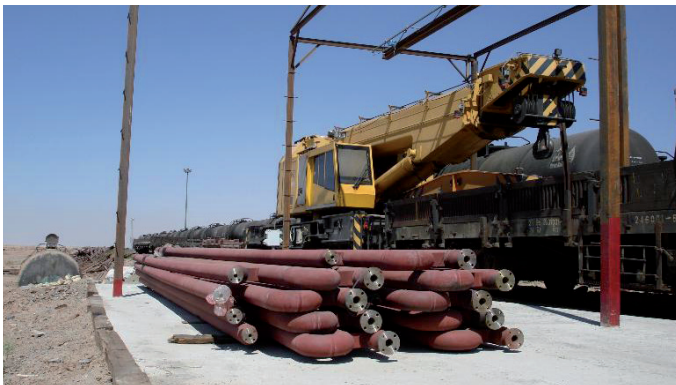
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CIT Itself

The CIT has new members

Two further undertakings joined the CIT on 1 February 2010: *Niroo Rail Transport Company* and *Kombinovani Prevoz d.o.o.* Membership is subject to the final agreement of the 2010 General Assembly.

Niroo Rail Transport Company was founded in 2005 and has its headquarters in Tehran. The company owns more than 1 500 tank wagons and principally moves oil, gas and petro-chemicals.



Kombinovani Prevoz d.o.o. is a family-owned company based in Belgrade. It was founded in 1990 and bought its first locomotive in 1998. It now employs more than 50 staff.

Readers can find more information about these undertakings on their websites: www.niroorail.com and www.kprevoz.co.rs.

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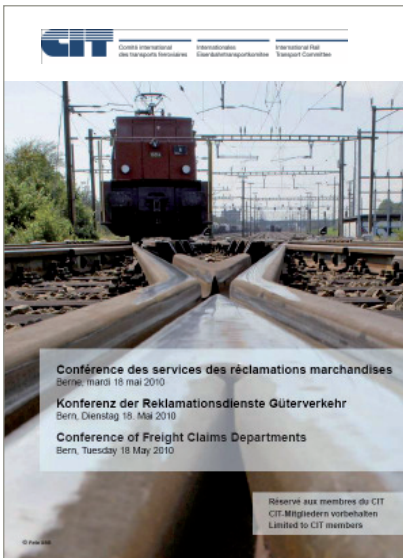


Workshop on Passengers' Rights Bern, 4 and 5 May 2010

The workshop is intended for managers of customer services activities and staff from the legal departments of CIT and UIC member undertakings. Its objective is to take stock of the progress made by railway undertakings and their trade associations in implementing Regulation (EC) No 1371/2007 now that there is five months' experience of it being in force. Participants, working in small groups, will draw on their practical experience to form initial conclusions which will then be available to be an input to any revision of the general conditions of carriage or the AIV.

Click here for further details:

http://www.cit-rail.org/fileadmin/public/Seminare/Flyer_Workshop_Passengers_Rights_2010.pdf



Conference of Freight Claims Departments Bern, 18 May 2010

The conference is intended for the staff of the claims, sales and legal departments of CIT member undertakings. It will focus on topical issues, including after-sales agreements, the liability of the parties in the triangular relationship between the carrier, the wagon keeper and the infrastructure manager, as well as liability for CIM/SMGS traffic. Within small groups, participants will be able to discuss problems of general interest which arise in practice and will have the opportunity to organise private meetings with other CIT member undertakings in order to build up relationships between claims departments.

Click here for further details:

http://www.cit-rail.org/fileadmin/public/Seminare/Flyer_Conference_Freight_Claims_Dept_2010.pdf

CIT Diary of Events

Date	Event	Location
9 March	Aftersales Agreements Group of Experts	Bern
30 March	CIM Committee	Bern
21 April	Executive Committee 1/2010	Bern
27/28 April	CIM/SMGS Legal Group	Vilnius
28/29 April	CIM/SMGS Group of Experts	Vilnius
4/5 May	Workshop "Passengers' Rights"	Bern
5 May	CIV Working Group	Bern
18 May	Conference of Freight Claims Departments	Bern

Events with CIT participation

Date	Event	Location	CIT contact
15/16 March	Second Preparatory Conference to the 18 th OSCE Economic and Environmental Forum	Minsk	Erik Evtimov
17 March	UIC Wagon Users Study Group	Paris	Henri Trolliet
18 March	UIC Freight Steering Group	Paris	Henri Trolliet
18 March	CER Support Group TAP-TSI	Brussels	Max Krieg
18/19 March	ERA Conference: European Contract Law	Trier	Isabelle Oberson
23 March	CER Passenger Working Group	Brussels	Isabelle Oberson
23 March	CER Freight Focus Group	Brussels	Erik Evtimov
23/24 March	UIC Commercial Group and Technical Group	Paris	Max Krieg
24 March	CER Sub-working Group on Seals	Clervaux	Nathalie Greinus
26 March	UNECE Group of Experts on Unified Railway Law	Geneva	Erik Evtimov
7/8 April	15 th Session of SPECA PWG-TBC (UN Special Programme for the Economies of Central Asia)	Almaty	Erik Evtimov
27 April	SIAFI	Paris	Isabelle Oberson
28 April	CER Passenger Working Group	Paris	Isabelle Oberson
29 April	UIC Passenger Forum	Paris	Thomas Leimgruber
30 April	Customer Liaison Group	Brussels	Isabelle Oberson
6 May	CER General Assembly	Brussels	Thomas Leimgruber
19 May	UIC Working Group "Non (integrated) Reservation Ticket"	Nuremberg	Max Krieg
25 May	UIC Freight Steering Group	Paris	Henri Trolliet
26 May	UIC Freight Forum	Paris	Henri Trolliet

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