CIT INFO

2/2010
2010-05-03

International
Rail Transport Committee

Editorial

A turning point for transport law

In their letter dated the end of March 2010 and signed by their President, Vladimir Yakunin, Russian Railways (RZD) applied to become a member of the CIT. On 21 April, the CIT Executive Committee approved the application made by this large and important railway and warmly welcomed RZD as a new member.

In part, RZD membership of the CIT is a logical consequence of the accession of the Russian Federation to the *Intergovernmental Organisation for International Carriage by Rail (OTIF)* (accession took legal effect on 1 February 2010). In part, it is also a product of both parties having worked successfully over a long period with the *Organisation for Co-operation between Railways (OSJD)* in Warsaw. For example, in the joint project to make the CIM and SMGS legally interoperable, the CIT and OSJD developed the common CIM/SMGS consignment note. This consignment note has gained rapid and broad acceptance and is currently used for more than fifty regular traffic flows. Complementing the use of the common consignment note are agreed procedures which allow fast and customer-friendly handling of complaints.

Without doubt, RZD's membership of the CIT will give greater momentum to these projects. The next step planned is to develop contractual provisions which will allow through movement by rail from East to West and vice-versa without changing the systems of transport law. The project sponsors are well aware that a contractual structure can only ever be an interim stage since a sword of Damocles in the form of the imposition of statutory requirements which mandate something different always hangs over contractual rules. It is therefore absolutely essential that clear statutory ground-rules for these traffics are available as soon as possible.

Accordingly, it is very much to be welcomed that something is being done in this area. The informal group of experts set up by the *United Nations Economic Commission for Europe (UNECE)* in Geneva and having the task of initial reflection on the creation of a unified statutory framework for East-West traffic was constituted on 26 March 2010. The CIT is in the forefront of this initiative and wants to make sure that the political power of the UNECE, the technical skills of OTIF and the OSJD and the practical know-how of railway undertakings are brought together in the most effective way.

If this initiative is successful, the movement of freight traffic by rail between Europe, Russia and Asia without legal barriers will soon become a reality.

Thomas Leimgruber
Secretary General to the CIT

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Conference of Freight Claims Departments

Bern, 18 May 2010

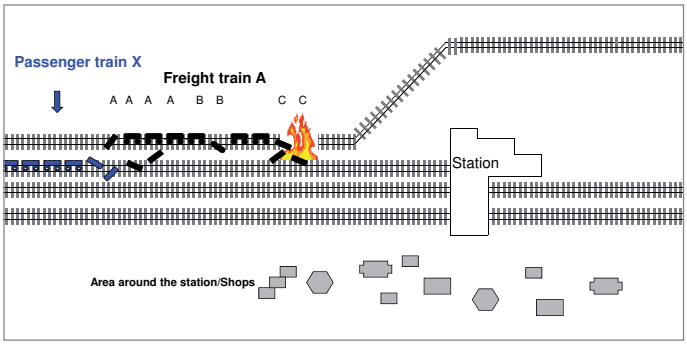
Futher information is available on page 9 and:
www.cit-rail.org/fileadmin/public/Seminare/Flyer_Conference_Freight_Claims_Dept_2010.pdf

"Berner Tage"

Case study: consequences of a broken axle on a wagon

The 130 participants in the "Berner Tage" 2010 (4 & 5 February) considered the passenger and freight aspects of a case study scenario. The scenario was that:

Freight train A derailed just before a station because of a broken axle on a wagon belonging to railway undertaking B. As a consequence, on-coming passenger train X collided with the derailed freight train. In addition, a highly explosive and toxic substance escaped from two tank wagons which belonged to wagon keeper C. The station and the buildings around it had to be evacuated and remained cordoned off for a long period. Operational disruption had effects on other parts of the network in that numerous passenger and freight trains were cancelled or severely delayed.



Six workshops were held, in these workshops the participants analysed the scenario from various viewpoints concentrating on different issues. It was realised that in some circumstances, the broken axle on keeper B's wagon was an unavoidable event – a fact which is both topical and important. In these circumstances, railway undertaking A is not liable to his customers or to the infrastructure manager for the broken axle.

Articles 23 § 2 CIM and 9 § 2 b) CUI apply; they state that the carrier may be relieved of liability to the extent that the loss or damage "*was caused by … circumstances which the carrier could not avoid and the consequences of which he was unable to prevent*". These conditions are satisfied if the railway undertaking fulfilled all the obligations to monitor and check third party wagons before acceptance and movement with the care required of it. The burden of proof that this has been done is of course on the railway undertaking (see CIT Info 1/2010 (page 6)).

In this context, there is a remarkable difference between liability for personal injury and for loss of and damage to property. For the carrier to be relieved of liability for personal injury, not only do the circumstances have to be unavoidable but in addition it is necessary that "*the accident has been caused by circumstances not connected with the operation of the railway*" (Articles 26 § 2 a) und 9 § 2 a) para. 1 CUI). For personal injury, the cause has to be unrelated to rail operations as well as unavoidable.

The case study demonstrated very clearly not only how sophisticated, but also how logical and coherent the structure of liability in COTIF is. Making changes to this system can cause severe problems and is to be avoided as far as possible.

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Original: DE

Criteria for liability

Liability based on fault	**Proven fault**	Article 46 § 1 CIV Article 19 § 6 CIM, Article 22 § 1 CIM Article 7 CUV, Article 21 GCU
	Presumed fault	Article 53, first clause CIV Article 24 § 1 CIM Article 4 CUV, Article 22 GCU
	"Liability passed on" (others can exonerate themselves)	Point 3.3.3 AIM Article 24.1 GCU Article 27.1, second clause GCU
Liability without fault/ Liability as bailee	**Relief from liability only if event unavoidable**	Article 23 § 2 CIM Article 8 / 9 § 2 b) CUI
	Relief from liability only if event unavoidable + outside operations	Article 26 /32 § 2 a) CIV Article 8 / 9 § 2 a), point 1 CUI
	Relief from liability only if event unavoidable + outside operations + exceptional	
	Force majeure	

COTIF contains a logical and coherent liability structure, making changes can cause severe problems and as far as possible is to be avoided.

Passenger Traffic

Relief from liability for delay

Can carriers escape liability in the event of delay? This question is asked each time rail traffic is disrupted by an event external to the operation of the railway, for example, heavy snow falls, suicides or a general strike.

The solution in the GCC-CIV/PRR

The answer to the question asked above is clearly and transparently provided in point 9.5.2 of the GCC-CIV/PRR, itself based on the *CIV Uniform Rules and Regulation (EC) No 1371/2007 on rail passengers' rights and obligations* (PRR):

"Carriers are relieved of liability for delay sustained as well as for non-continuation of the journey the same day, if passengers were informed of possible delays before buying their tickets, or if when continuing their journeys by an alternative service or route, the delay on arrival at their destinations is less than 60 minutes, or if the event was due to:

a. *circumstances not connected with the operation of the railway which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;*
b. *fault on the part of the passenger;*
c. *the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; the infrastructure manager or - in case of non-continuation of the journey the same day - other railway undertakings using the same railway infrastructure are not to be considered as third parties;*
d. *limitations in transport services as a result of strikes of which passengers were appropriately informed."*

Carriers may choose to apply their own general conditions of carriage rather than the GCC-CIV/PRR. Their own conditions should reflect the same principles; variations in favour of passengers for commercial reasons are permitted, of course. In all cases, the general conditions are to be based on the applicable statutory texts: the CIV Uniform Rules, the PRR and/or national law.

Correlation between the PRR and CIV Uniform Rules

Chapter IV of the PRR on delays, missed connections and cancellations does not itself contain the list of grounds for relief listed in point 9.5.2 GCC-CIV/PRR. That perhaps leads to some confusion for passengers but it is not an omission. The apparent oversight arises from the fact that the PRR contains an extract from the CIV Uniform Rules as Annex 1 and that annex must be read in parallel with the body of the text of the PRR.

Recitals 6 and 14 of the PRR clearly indicate that the PRR falls within the system of liability defined by the CIV Uniform Rules. That also emerges from Article 15 PRR which refers explicitly to Article 32 CIV. In consequence, liability for delays in the PRR is subject to the same regime of strict liability which is to be found in Article 32 CIV. That regime is quite favourable to passengers since they only need to prove loss to be compensated. It is then up to the carrier to prove the existence of one of the grounds for relief listed in Article 32 § 2 CIV.

Damages, compensation and assistance

The CIV Uniform Rules and the PRR mix several concepts under the headings "liability for delays". The various types of loss suffered by passengers in the case of delay call for different types of redress:

1) *individual damages* to compensate pecuniary loss suffered as a result of the delay (for example, the cost of a night in an hotel);
2) *individual compensation* as a percentage of the fare for unsatisfactory execution of the contract, comparable to a reduction in rent for a lease contract;
3) *immediate and standardised assistance* offered collectively to all passengers (for example, re-routeing by other trains, the provision of alternative transport, the distribution of refreshments and meals, etc.)

The GCC-CIV/PRR subject the first two cases of *individual* compensation to the same regime of strict liability. By contrast, they treat the third category of *collective* redress in a distinct way: assistance is due in every case and is not subject to the same conditions as damages and compensation (proof of loss and absence of grounds for relief).

Comparison with travel by air

The European Court of Justice made a similar distinction between the two types of loss in its *IATA* judgment on the liability of air carriers in the case of delay (case C-344/04):

1) damage that is almost identical for every passenger, redress for which may take the form of standardised and immediate assistance or care for everybody concerned;
2) individual damage suffered by passengers, inherent in the reason for travelling, redress for which requires a case-by-case assessment of the extent of the damage caused and can consequently only be the subject of compensation granted subsequently on an individual basis.

This distinction also leads to different approaches for considering redress: the first category of redress is based on *Regulation (EC) No 261/2004* in every case; whilst the second category has to be examined case by case against the rules for liability defined in the Montreal Convention.

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Original: FR

Harmonisation of contract law

Increasingly complex contractual relationships between the players in the rail industry have arrived with the liberalisation of rail transport. COTIF ensures that some international contracts are harmonised (those relating to the carriage of passengers and freight, the use of wagons and the use of infrastructure). All other contracts remain subject to national law. The question is of knowing what law applies. When the parties to the contract are based in different states they must necessarily choose the law of one of the two states. That may create a feeling of legal insecurity for the undertaking which has to accept a legal regime which is not its own. How can we get round this compartmentalisation of national legal systems?

The European Union is trying to bring contractual law together

To ensure that the internal market works well, Article 114 of the new *Treaty on the Functioning of the European Union* gives the European Union the power to harmonise national law, even in those areas which have always seemed to be within the exclusive competence of the Member States such as private law (contract law, civil liability, etc.). Accordingly, the EU launched a major study at the beginning of the millennium on the feasibility of bringing contractual law together; the study also had the objective of enhancing that part of the *acquis communautaire* which protects consumers.

The work done by the experts has resulted in a very useful tool for all European lawyers being drawn up – the *Draft Common Frame of Reference* (DCFR). The DCFR draws together the principles, definitions and model rules which are essential to create European private law. It has the advantage of not being linked to any particular national law and in particular of bridging the differences between the common law of the Anglo-Saxon countries and the civil law of the other European countries. Lastly, the DCFR has been drawn up in English by English-speaking lawyers who have taken great care with the terminology they use to ensure it is precise and consistent.

A flexible body of law for the parties to the contract

The European Commission currently envisages using the DCFR to create a new body of private law which would exist in parallel with national law. It would be an optional type of "civil code" which the parties could choose as the law applicable to their contract rather in the same way as the *Convention de Vienne sur les contrats de vente internationale de marchandises* (CVIM) [United Nations Convention on Contracts for the International Sale of Goods (1980)] is applied. If the parties choose this new European body of law, it will replace the application of national law and thus abolish legal frontiers, at least within the EU.

It is planned to start the work on this new body of law this summer and to consult a wide range of interested parties.

A tool for measuring the quality of European law

The DCFR is finding another use, immediate this time, to evaluate the legal quality of the EU's legislative proposals for private law. We have seen in *Regulation (EC) No 1371/2007 on rail passengers' rights and obligations* that the EU's terminology is often imprecise, sometimes inconsistent. The translations are not all of good quality and diverge on some points. The EU should have every interest in making use of the DCFR when it legislates on private law and in particular on the protection of consumers and on contracts of carriage for passengers.

A report commissioned at the end of 2009 by the European Parliament on the *Proposal for a Directive on consumer rights* (see CIT Info 10/2008, page 2) showed the poor legal quality of the text proposed by the Commission. Inconsistent terminology creates numerous problems in practice. Since contract law (including the specialised branch covering consumers' rights) is applied to millions of contracts and private persons it is fundamental that this law should be clear, precise and consistent.

How much should consumer law be harmonised?

The new Commissioner in charge of the *Proposal for a Directive on consumer rights*, Viviane Reding, declared, shortly after taking up her portfolio that she would re-evaluate the option for a total harmonisation of consumers' rights within the EU. Readers will need no reminding that almost all the parties concerned are against such a harmonisation which risks levelling down consumer protection in several Member States. Only representatives from industry defend the objective of total harmonisation when the rules on consumer protection are revised. They hold the view that a revision of the rules is only sensible if it provides greater legal certainty. If total harmonisation is neither politically nor legally possible in current circumstances, industry representatives would prefer not to change the rules but leave them as they are.

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Original: FR

Some reading :

- Communication from the Commission, *European Contract Law and the revision of the acquis: the way forward*, COM (2004) 651.
- *Principles, Definitions and Model Rules of European Private Law*, Draft Common Frame of Reference (DCFR), Ed. Sellier 2009.

Freight Traffic

Changes to CIT freight products to take effect on 1 July 2010

On 30 March 2010, the CIM Committee approved the following changes. They will take effect on 1 July 2010.

Customer Agreement

The CIT's checklist for customer agreements is being extended at the request of the GTC-UIC to incorporate a section on *Special conditions of carriage for international combined transport*. The amendment will form the new point 1.7 and the new Appendices 5 & 6 to the checklist.

Description and coding of charges

UIC leaflet 920-6 (Standard numerical coding of additional charges, customs duties and other charges) and Appendices 3 GLV-CIM and 2 GLW-CUV (List of charges) are being aligned to UNECE Recommendation No 23.

Information about contracts to subcontract

So that the substitute carrier does not need to collect the number of the contract to subcontract manually (to allow him to bill for his services), it may now be entered in box 56 of the consignment note (or wagon note).

Copy of the consignment note instead of a bespoke accompanying document

In order to simplify procedures, in future it will be possible to do without a bespoke special form to use as an accompanying document. Instead, consignment note forms or copies of the consignment note itself will be used. Customs authorities however insist that the document is properly identified in the heading.

Checking the information provided by the consignor

Up to now, when accepting the consignment note, the carrier has had to check physically the number and description of the seals, information entered on the consignment note by the consignor.

From Left to right: E Evtimov, CIT; G. Charrier, Vice-Chairman of the CIM Committee; Ch. Heidersdorf, Chairman of the CIM Committee, H. Trolliet, CIT; N. Greinus, CIT.

The seals are frequently in locations which are difficult to access and in many cases the descriptions are illegible. Accordingly, the carrier can check the number of seals fairly easily, but not their description. The Freight Traffic Manual will be appropriately amended.

Checklist for compensation agreements

Individual handling of loss and damage in transit and claims is very time-consuming and expensive and clearly calls for rationalisation. The CIT's contribution to resolving this issue is the checklist for compensation agreements. These agreements will increase the quality of transport services and customer service in general and will also allow savings in the handling of loss and damage in transit. The checklist will be finalised in the course of this year and submitted to the CIM Committee for its approval (at its next meeting, in 2011).

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The Rotterdam Rules – consequences for railway undertakings

On 11 December 2008, the United Nations General Assembly approved the "Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea" drafted by UNCITRAL (United Nations Commission on International Trade Law). The convention was opened for signature in Rotterdam on 23 September 2009 and since then has been known informally as the "Rotterdam Rules". In the meantime the Rotterdam Rules have been *signed* by 21 States. The convention will enter into force one year after deposition of the twentieth *instrument of ratification*.

Not just carriage by sea

The new convention should supersede the Hague and Hamburg Rules. It is not restricted just to carriage by sea but includes, just as its title indicates, the international carriage of goods "wholly or partly by sea". Accordingly, the Rotterdam Rules have a significance for those railway undertakings which move goods by rail before or after an international movement by sea. If the Rotterdam Rules apply, railway undertakings then find themselves in a similar situation to road hauliers and inland

ship operators who provide domestic transport to complement international *carriage by rail* (see Article 1 § 3 CIM). The Rotterdam Rules are even more potent than the CIM in that they also cover *international* carriage before and after the sea movement – an expression of the endeavours of each mode to make ancillary movements using other modes subject to the law of the principal movement.

Important points for railway undertakings

The very detailed and complex regulations in the Rotterdam Rules cannot be dealt with in any detail here; they include the scope of application, transport documents and electronic transport records, the rights and obligations and liabilities of the parties to the contract, delivery of the goods, time for suit, jurisdiction and arbitration (just to mention the most important chapters of the Rotterdam Rules). By contrast, a railway undertaking must take heed of them if it is to take on the role of the (principal) carrier to the consignor and therefore itself conclude the contract for the international movement by sea as the main part of the transit. If, on the other hand, the railway undertaking just restricts itself to providing transport before or after the sea journey for the sea carrier (for example, a container shipping line) then it will mainly be concerned about potential liability in the event of loss or damage and what jurisdiction applies. The following deals with these issues:

An important insight is that the Rotterdam Rules, similar to Article 3 b) of the CIM restricting "substitute carriers" to *carriage by rail*, distinguishes between "maritime performing parties" and "non-maritime performing parties". A railway operating entirely within a port can for example be a maritime performing party (Article 1, definition 7 sentence 2 RR) and hence be subject to the obligations and liability of the contractual carrier under the Rotterdam Rules. Other railway undertakings remain simple auxiliaries to the contractual carrier and are liable in accordance with railway law (CIM or national law). Indeed, under the Rotterdam Rules, the principal carrier can limit his liability for loss and damage on land provided the CIM as an international convention (mandatorily imposing more onerous liability) would not have applied to it if it were considered as carriage by rail in isolation (Article 26 RR). On the other hand, for *domestic* complementary carriage by rail, the principal carrier is liable for the whole journey in accordance with the Rotterdam Rules, not in accordance with national railway law. That is important for the railway undertaking providing the complementary carriage to the extent that it can be involved in regress actions from the principle carrier, only under national railway law and only within the Rotterdam Rules.

Apart from that, the CIM continues to apply to services included in the *list of maritime and inland waterway services* (Article 1 § 4 CIM) (Article 82 (c) RR).

Chapter 14 of the Rotterdam Rules on jurisdiction governs actions against the principal carrier and the maritime performing party but not against other performing parties such as railway undertakings. When the Rotterdam Rules enter into force therefore, railway undertakings will not need to become familiar with new and hitherto unknown jurisdictions.

Summary

The significance of the Rotterdam Rules for railway undertakings is limited. The purpose of the new convention is principally to extend the principle that the liability of maritime parties is subject to maritime law to through multi-modal movements. Only in the event of loss and damage acknowledged to be on land is liability in accordance with the international convention with mandatory application (e.g. the CIM) which applies in that specific case. Meanwhile, we have to wait for the Rotterdam Rules to enter into force.

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The new Rotterdam Rules apply to sea-rail movements

The Railway as a link between landlocked countries and regions of the OSCE

This statement was the "red thread" running through the second preparatory conference for this year's Economic and Environmental Forum of the Organisation for Security and Cooperation in Europe (OSCE) in the Belarusian capital Minsk in mid-March. In this connection, for the year 2010, the Kazakh presidency of the OSCE made border crossing facilitations and improvements in the security of land transport (road and rail) in the OSCE region a priority.

A large number of the OSCE member states are landlocked. Their land transport movements, in particular by rail over medium and long distances, play a decisive role in the development of international trade and the associated sustainable linking of these countries with the international community. In this sense, the chosen meeting point of Minsk was also very appropriate, as Belarus lies at the crossroads of major road and rail corridors (e.g. Corridor II Berlin-Warsaw-Minsk-Moscow, or Corridor IX Vienna-Bucharest-Kiev-Minsk-Moscow). Belarus also plays a decisive role in the Neighbourhood Policy of the European Union, particularly in the design and development of new customs policies on the border of two customs unions: the European Union to the west and the Belarus-Russia-Kazakhstan customs union to the east.

Against the background of this strategically important and complex situation, panel IV on 16th March was dedicated primarily to the issues concerning facilitated and improved cross-border rail freight movements. Representatives from the most important intergovernmental and railway organisations supplied well-grounded reasons for the need to overcome the dual legal system for cross-border rail freight movements in the form of the COTIF/CIM and the SMGS as one of the last reminiscences of the division of Europe.

As a successful example, which was worthy of support, the CIT presented the creation of integrated transport documents, as well as accompanying legal instruments, for bridging of the two legal systems. On this basis, the OSCE presidency decided, within the framework of the CIT/OSJD "CIM/SMGS Legal Interoperability" project, to monitor closely and emphatically support the following measures:

- expansion of the area of application of the CIM/SMGS common consignment note to Kazakhstan and other Central Asian states;

- the creation of harmonised CIM/SMGS conditions of liability;
- supporting the OSCE member states and other international organisations in the creation of a uniform railway transport law.

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CIM/SMGS movements between Vesoul (France) and Kaluga (Russia)

At the end of March 2010, GEFCO, in partnership with SNCF and Transcontainer, launched a new railway flow of car parts between Vesoul, in France, and Kaluga, in Russia. This multimodal transport project is one of the most ambitious in Europe in terms of volumes transported.

3000 kilometres in 5 days

On departure from the Naviland Cargo terminal, which is situated close to the PSA Peugeot Citroën plant at Vesoul, the train heads for Malaszewicze/Brest, the border crossing between Poland and Belarus, where transshipment of the containers (supplied by Transcontainer) to Russian wagons takes place, after which these are forwarded to the production site at Kaluga. All the movements are carried out exclusively under the cover of a CIM/SMGS single consignment note. To this end, GEFCO utilises the Document+ computer programme, which was developed by JERID.

The first block train of car parts destined for the PSA Peugeot Citroën and Mitsubishi plant arrived at Kaluga, in Russia, on Wednesday 10th March, having thus covered 3 000 kilometres in five days.

Multimodality as an alternative to road transport

In response to the need for a system of logistics which is more respectful of the environment, multimodality shines out as an optimal solution, a genuine alternative to road transport. Russia, due to its size, is well suited to the use of rail freight, long distance transport movements being usual. GEFCO and its partners SNCF and Transcontainer have allied their resources and expertise to put into place a weekly rail service from Vesoul to Kaluga. The fruit of one year's studies by the various partners, this flow is one of the most important multimodal projects in Europe.

New traffic for GEFCO

Replacing the equivalent of 36 daily lorry loads and reducing transit times from 8 to 5 days, this weekly flow contributes to a significant lowering of CO_2 emissions. Taking this step permanently removes 576 lorries a week from transit between France and Russia.

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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.

Are there conflicts of law between the regulations in EU Directive 2008/118 and article 30 § 4 CIM?

Council Directive EU 2008/118 regarding the general arrangements for excise duty[1] repeals *Council Directive EU 92/12 regarding the general system, the ownership, transport and control of goods which are subject to excise duty*[2]. Both Directives are based on article 113 TFEU (ex-article 93 TEC). The purpose of article 113 TFEU is the harmonisation of indirect taxation (especially duties in the form of excises or compulsory bonds) amongst the member states by means of secondary law of the EU Institutions, insofar as and insomuch as it is necessary for the establishment and the functioning of the internal market in accordance with article 26 section 2 TFEU (ex-article 14 paragraph 2 TEC) [respecting the principal of subsidiarity in accordance with article 5 section 3 TEU[3] (ex-article 5 section 3 TEC)]. In this way, the new Directive regarding general arrangements for excise duty regulates the raising of consumer taxes on goods, as, incidentally, the existing one also does.

Article 30 § 4 CIM in turn regulates the reimbursement of, amongst other things, customs duties and other paid amounts where the goods are lost insofar as they have actually been paid, but which are not however excise duties. The railway undertakings are categorised by the customs authorities for customs export or import procedures as principals, and made liable for the payment of customs duties in solidarity with the consignor or consignee in cases of infringement of customs legislation.

On the other hand, goods such as alcohol or tobacco products which are subject to excise duties, are carried under the suspended duty procedure. For these consignments, the railway undertakings are not "principals" along with the consignor and/or consignee. If according to article 30 § 4 and 32 § 4 CIM goods are lost or damaged, the RU's are not obliged to refund excise duties, as this is *in casu* a matter of consequential losses for the person entitled to compensation[4].

The two legal acts thus have different areas of regulation – Directive 2008/118 indirect taxation in the form of excise duties; Article 30 § 4 or article 32 § 4 CIM, respectively, the reimbursement of paid duties.

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Original: DE

1 OJ EU L 9 of 14. 1. 2009, pp. 12 ss.
2 OJ EU L 76 of 23. 3. 1992, pp. 1 ss.
3 Article 5 paragraph 3 TEU: under the principle of subsidiarity, in areas which do not fall within its exclusive competence, the Union shall act only if and in so far as the objectives of the proposed action cannot be sufficiently achieved by the Member States, either at central level or at regional and local level, but can rather, by reason of the scale or effects of the proposed action, be better achieved at Union level, OJ EU C 115 of 9. 5. 2008, pp. 13 ss.
4 See Central Office 1999 explanatory report, p. 143, fig. 7.

CIT Itself

Accession of Russian Railways to the CIT

In a letter dated end of March 2010, signed by President Vladimir Yakunin, Russian Railways (RZD) applied for membership to the CIT. Whilst the CIT was founded in 1902 with the participation of the Russian Railways, the course of history took a different turn, and resulted in the division of international rail transport law between the West and the East.

The accession of RZD to the CIT is on the one hand a natural consequence of the accession of the Russian Federation to the *Intergovernmental Organisation for International Carriage by Rail (OTIF)* which took effect on 1st February 2010, and on the other hand the consequence of enduring and efficient cooperation on the "CIM/SMGS Legal Interoperability" project.

With its very extensive and well-maintained railway infrastructure in Europe and Asia, the largest railway operator in the Russian Federation – and the second largest railway operator in the world – opens up new perspectives for through rail carriage on a global level. The accession of the Russian Federation to OTIF, and of the RZD to the CIT, thus represents a serious effort to overcome the existing duality in international railway transport law.

An important new member for the CIT

The CIT accepts this 21st century challenge and will do everything to adapt its products and services towards the new requirements. More detailed information regarding Russian Railways can be found on their website: www.rzd.ru (in Russian and English).

The General Secretariat of the CIT extends greetings to our new colleagues from RZD and bids them a warm welcome to our association.

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Changes within CIT membership

The freight division of **GYSEV Zrt.** has been split into 2 independent companies: **GYSEV Cargo Zrt.**, with its registered office in Sopron (Hungary) and **Raaberbahn Cargo GmbH**, which has its registered office in Wulkaprodersdorf (Austria). The two companies will operate transport services in Hungary and Austria, as from the 2nd quarter of 2010.

The Norwegian company **NSB AS**, whose registered office is in Oslo, was previously affiliated to the CIT through the membership of CargoNet AS. Its change of status to individual full member takes place on 1st May 2010.

All changes are subject to approval by the General Assembly on 18th November 2010.

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Passenger traffic on NSB

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

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Events with CIT participation

Date	Event	Location	CIT contact
6. May	SERG Working Group Freight Traffic	Istanbul	Erik Evtimov
6 May	UIC European Regional Assembly	Paris	Thomas Leimgruber
17/18 May	RID Working Group – Hand Luggage	Bern	Max Krieg
19 May	UIC Working Group “Non (integrated) Reservation Ticket”	Nuremberg	Max Krieg
25 May	UIC Freight Steering Group	Paris	Erik Evtimov
25 May	CER Freight Focus Group	Paris	Erik Evtimov
25/26 May	18th Meeting of the OSCE Economic and Environmental Forum	Prague	Thomas Leimgruber
26 May	UIC Freight Forum	Paris	Erik Evtimov
26/27 May	CER Railways/Customs Liaison Meeting	Brussels	Nathalie Greinus
27/28 May	Conference: “Le Rail, Vecteur d’Intégration Maghrébine”	Tunis	Henri Trolliet
28 May	SNCF Seminar	Paris	Isabelle Oberson
1 June	UIC Wagon Users Study Group	Paris	Erik Evtimov
17 June	UIC Passenger Messages Management Group	Paris	Max Krieg
29 June/1 July	UIC East-West Tariff Steering Group	Czech Republic	Isabelle Oberson
6/7 July	UIC Global Rail Freight Conference (GRFG)	St Petersburg	Erik Evtimov
8 July	2nd Meeting of the Informal Group of Experts on Unified Railway Law	St Petersburg	Erik Evtimov

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