

Editorial

Handing on the baton



The CIT has been under new chairmanship since the beginning of this year. Our association starts this new era with Jean-Luc Dufournaud, the Deputy Legal Director of SNCF, as chairman and looks forward to the future eagerly.

Jean-Luc Dufournaud's priority is to intensify the CIT's activities in relation to the law of the European Union. We must analyse on time – and that means in advance – the impact of EU legal initiatives on transport law. We must develop the process of making transport law interoperable between east and west even further and passenger traffic must be included in this process. Lastly, our new chairman would like us to turn more of our attention to other modes of transport; in addition to interoperability, intermodality must be an objective, and that means the coordination of various bodies of law for traffic by water, by land and in the air. Read more about this topic on page 2.

A new viewpoint also reveals new problems. With amazement and some concern, we learned that the passengers' rights regulations for the various modes have been developed quite differently. To all appearances, it seems as if skilful lobbying rather than the specific characteristics of the modes in question determines how things turn out. The comparative study on pages 5-8 illustrates this issue.

We must not allow thoughts of objectives and visions to cause us to lose sight of urgent and everyday issues. With the deletion of the legal provisions in UIC leaflet 471-1, the basis for determining the liability of railway undertakings at their mutual interfaces in border points has also gone. The most recent cases of loss and damage show that this gap needs filling urgently. Read how the UIC and CIT want to re-rail this complex project on page 3.

New chairman, new era, and we face some exciting new tasks. Handing on the baton from DB to SNCF also reflects an established CIT tradition: regular changes at the senior levels and in the committees ensure that differing cultures and philosophies are brought to bear. Time after time that is the best and most certain way to reach acceptable solutions, particularly where controversial issues are concerned.

Thomas Leimgruber
Secretary General to the CIT

Contents

A message from the new Chairman of the CIT	2
Armenia applies to join COTIF	3
Frontier agreements	3
Broad gauge to Vienna is technically and legally feasible	4
Comparison of passengers' rights by rail, air and sea	5
Ticketing – Future White paper	8
Ticketing – a long way from being paperless	9
Directive on consumer rights	10
Laying the foundations for an intercontinental railway transport law	11
Major impulses from Kazakh Railways in the "CIM/SMGS legal interoperability" project	11
Meeting of the CIT's CIM Committee	12
General Terms and Conditions of Use of Railway Infrastructure on the home straight	12
Reservations against the CUI	13
European Commission study of the liability relationship between infrastructure managers and carriers	13
Law in practice: preventing carriage claims from passengers	14
CIT itself	14



Further information is available on page 15 and:
www.cit-rail.org/fileadmin/public/Seminare/Flyer_Conference_Freight_Claims_Dept_2011.pdf

A message from the new Chairman of the CIT



*Jean-Luc Dufournaud
Chairman of the CIT*

I have decided to write to all our members at the beginning of my period in office as the chairman of the CIT. I write to emphasise the CIT's role, a role which has become more important than ever in the face of the increasingly rapid change in its environment. It also provides me with an opportunity to share the priorities which we must follow together during my period in office.

Firstly, I would like to thank you all for your continuing support and invite you not to hesitate to contact me to share your ideas on the direction in which the CIT should move and what you would like to see as the results of the CIT's work.

The fundamental role of the CIT

The CIT must continue to assert its role as the professional association in charge of the implementation of international railway law (and not just COTIF law) and, within that framework, in charge of the standardisation of contractual relationships between railway undertakings and other parties involved in transport. In particular, I have in mind passengers and shippers, infrastructure managers and wagon keepers.

This role should also include the representation and defence of the collective legal interests of member undertakings.

Priorities for my period in office

1. I referred to international railway law above because the role of the CIT must go beyond implementing COTIF. That extension of our role to other legal instruments must certainly be our first priority. Here I have the texts produced by the European Union in mind, the recast of the First Railway Package, but also, for example, making the CIM and SMGS interoperable on a Euro-Asiatic scale.

Whilst maintaining very close links with OTIF, the CIT must build up its relationship with the European Union (whilst respecting the role of the CER of course). It must also build relationships with organisations such as the OSJD and UNECE.

2. The second priority for the CIT is the development towards the East. Making transport law for movements between Europe and Asia interoperable is in fact becoming an issue which is both central and crucial and one which the CIT must follow closely. This interoperability is particularly necessary for logistics and the movement of freight but it is also important for the carriage of passengers (interoperability between the CIV and SMPS).

3. The CIT's third priority concerns passenger traffic itself, taking account of the increasingly significant rights enjoyed by passengers in all modes of transport and the liberalisation of the carriage of passengers by rail.

The CIT must periodically check and reappraise these on-going developments.

4. The fourth priority concerns intermodality. I have spoken about international rail transport law above but really we should speak simply of international transport law because before and after rail, there is maritime, road and, possibly, air. The CIT must involve itself in that intermodal world and draw up appropriate legal documentation for those areas too.

5. Defining clear and objective rules of play between railway undertakings and infrastructure managers must also form a key activity for the CIT in the years to come. These rules must take the areas of responsibility and liability of each of the parties into account. The work which has already been done is remarkable; we have succeeded in negotiating General Terms and Conditions of Use of Railway Infrastructure with RailNetEurope. This important work must certainly be continued in more detail.

6. Finally, making transport documents (tickets and consignment notes) electronic is increasingly becoming a meaningful reality. By its nature, it will make transactions simpler and more flexible. It will also bring new legal problems with it in terms of the law of proof, electronic signatures, the integrity and the security of data. The CIT will continue to study these issues and provide its expertise to resolve the problems that arise.

Conclusion

The CIT must be amongst the organisations pushing for standardised international transport law based on shared legal principles and comprising simple legal concepts which are both comprehensible and easy to apply. That is the meaning of the "Appeal from Bern" made by the CIT in February 2010; a sentiment which one can only but repeat.

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Transport Law and Policy

Armenia applies to join COTIF

Armenia applied to accede to COTIF on 30 December 2010. The application made no reservations and therefore included all seven appendices to the convention (CIV, CIM, RID, CUV, CUI, APTU and ATMF).



Unless five or more OTIF Member States object before mid April, the application will be treated as having been accepted. Accession will then take effect on the first day of the third month after the OTIF Secretary General has notified Member States that the application has been formally accepted.

Armenia's rail network is broad gauge (1520 mm) and is 780 km long but only 2.5% is double track. It is almost completely electrified (no less than 98%!). Armenian railways have been operated as a concession by RZD since 2008 under the name "South Caucasus Railway" Closed Joint Stock Company.

Accordingly, we can assume that Armenia will become the forty-seventh Member State of OTIF in mid-2011.

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Revision of the standards on which frontier agreements are based

Frontier agreements, agreements to facilitate cross-frontier activities, have been based on UIC leaflet 471-1 for many years. The leaflet specified the rights and obligations of the two neighbouring "railways" as trains cross the frontier. Each frontier then had its own working agreement with a special protocol for each frontier station. Circumstances (such as the separation of the management of infrastructure and the operation of trains, COTIF bringing new contractual arrangements for working together in 2006 and the liberalisation of the international freight and passenger markets for rail within the European Union) have made this leaflet obsolete.

The UIC revised the leaflet between 2005 and 2009, only leaving operational relationships between infrastructure managers in it. This heavy editing has left railway undertakings relatively uncertain of the best way to sort out the legal, commercial and operational aspects of their new cross-frontier working relationships.

Contractual aspects

The CIT provides its members with terms and conditions which are intended to standardise the legal framework for various forms of cooperation. Railway undertakings may choose to work together as successive carriers (joint contracting) or as a principal and substitute carrier (sub-contract). They may likewise restrict themselves to just offering services (traction, hire of a locomotive and driver, etc.) to another railway undertaking which acts as the legal carrier.

The CIT's general terms and conditions cover the choice of rolling stock, the checks to be made, the exchange of information, accompanying documents, licences, payment, liability in the event that loss or damage is caused to or by rolling stock, to the infrastructure, to customers' property, etc.

Numerous other standards drawn up by the CIT, UIC and RNE for the benefit of their members touch on aspects of railway operation, the production of transport documents, the handling of customer claims, the use of wagons, the use of infrastructure, etc.

Operational aspects

Most of the UIC leaflets in the 400 series on operational aspects have been revised to conform to the technical specifications for interoperability (TSI) recently developed by the European Railway Agency (ERA). The OPE TSI¹ plays a very important role in making international trains interoperable because it imposes minimum standards for rolling stock, train staff and technology, etc. What operational aspects remain to be covered in contracts to work together? That remains to be clarified but it is hardly likely

¹ 2006/920/EC: Commission Decision of 11 August 2006 concerning the technical specification of interoperability relating to the subsystem Traffic Operation and Management of the trans-European conventional rail system (OJ L 359, 18.12.2006, p. 1–160).

that European legislation and the national legislative regimes applying at each side of the frontier will resolve absolutely all the questions.



Standardising how railway undertakings should work together will improve the quality of transport.

Must existing documentation be revised?

The documentation drawn up to standardise the relationships between undertakings has been developed by various groups through the years as a function of the then requirements. Accordingly, it is difficult today to have a complete view of all the texts applying to all the areas in which organisations can work together. In addition, some of the texts seem to contradict others. A multidisciplinary group (composed of representatives from railway undertakings and railway trade associations) has therefore been created to examine the existing documents and decide in which areas action should be taken. This group, in which the CIT participates actively, has given itself until May 2011 to identify conflicts and gaps and to make specific proposals for action.

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Broad gauge to Vienna is technically and legally feasible

The project being planned by Russian Railways (RZD) in conjunction with the railways of Austria (ÖBB), Slovakia (ZSSK) and the Ukraine (UZ) to extend the broad (1520 mm) gauge to Vienna has come a step closer. A feasibility study produced by *Roland Berger Strategy Consultants* has now been published; it comes to the conclusion that the project is both technically and legally feasible.

The project

Costs of the 450 km long new line are estimated at 6.3 bn euro. A further 240 million euro would be invested in terminals and 130 million euro for additional rolling stock. The consultants estimate that the project will create 21 000 jobs directly or indirectly during the construction phase; once it is operating it will provide 8 100 jobs in traffic departments and 3 100 in infrastructure work.

In the next few weeks, the project sponsors will analyse the results of the study in conjunction with appropriate governmental authorities. The next stages are planned to be an environmental analysis, an evaluation of the financing model and the preparation of a business plan.

Seventy per cent of the work will be in Slovakia. The broad gauge railway will reduce transit times between Europe and Asia from the twenty-five days required for the route by sea to just fifteen days.

Relevance to rail transport law

In order to make the best use of this extension to the broad gauge network, an appropriate legal basis must be ready in good time. Only intercontinental rail transport law which bridges over the existing legal interface between the CIM and SMGS will suffice as this legal basis. The intergovernmental organisations in question, OTIF in Bern and the OSJD in Warsaw (but the UNECE in Geneva also has an involvement) should therefore monitor the project carefully.

The CIT will push forward the work it is doing within the project to make the CIM and SMGS legally interoperable; within these tasks, the CIT will always try to make the best use of the flexibility offered by contract law.

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Passenger Traffic

Comparative study of the rights of passengers travelling by rail, air or sea



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This article puts forward the CIT's initial analysis of the liability regimes which apply to carriage by rail, air and sea in the event of an accident and in the event of delay. The fourth mode, road, will be examined separately after publication of the bus and coach Regulation in the Official Journal of the European Union. Finally, other aspects of passengers' rights (such as information, complaints, rights of passengers with restricted mobility, monitoring of quality, etc.) will be examined in the next edition of CIT Info.

Applicable texts

The legislation applying to each mode of transport has its own logical structure in so far as the rights of passengers are concerned:

- 1) carriage by rail: only one regulation applies to carriage by rail, *Regulation (EC) No 1371/2007 on rail passengers' rights and obligations* which entered into force on 3 December 2009. Annex 1 to the Regulation contains extracts from the *CIV Uniform Rules* (which the majority of EU Member States¹ have applied since 1 July 2006 but to which the EU itself has not yet acceded);
- 2) carriage by air: several statutes apply to carriage by air:
 - a. the *Montreal Convention* to which the European Union has acceded and which has been applicable to the whole of the EU since 29 June 2004;
 - b. *Regulation (EC) No 889/2002* on air carrier liability in the event of accidents entered into force on 30 May 2002, which extends the scope of the *Montreal Convention*;
 - c. *Regulation (EC) No 261/2004* on denied boarding, cancellation and delays, entered into force on 17 February 2005;
 - d. *Regulation (EC) No 1107/2006* on the rights of persons with reduced mobility, entered into force on 26 July 2008;
- 3) carriage by sea: several statutes likewise apply to carriage by sea:
 - a. *Regulation (EC) No 392/2009* on the liability of carriers of passengers by sea in the event of accidents. Annex 1 of this Regulation contains extracts from the *Protocol of 2002 to the Athens Convention* (which for the moment has

been ratified only by Latvia of the EU Member States and to which the EU has not yet acceded). The Regulation will enter into force on 1 January 2013. It should be noted that the *Athens Convention* in its 1974 version currently applies in eight EU Member States².

- b. *Regulation (EU) No 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway* which will enter into force on 18 December 2012;
- 4) carriage by road will shortly be subject to a regulation in addition to the *Convention on the Contract for the International Carriage of Passengers and Luggage by Road (CVR)* which is in force in eight states including three Member States of the EU (Czech Republic, Latvia, Slovakia).

Liability for death and injury

Carriers' liability in the event of an accident is determined in quite different ways from one mode to another. These differences, which are historical, can be explained by the context in which the international conventions applying to the various modes were developed since the beginning of the twentieth century and have evolved since then. Even if they are still partly justified, such a diversity of liability regimes makes any objective evaluation and comparison of passengers' rights in this area very difficult (see the table on the next page).

In so far as carriage by rail is concerned, the CIV Uniform Rules impose a "strict"³ liability. This regime offers passengers a great deal of protection: it suffices simply to demonstrate injury and that the injury arose during the journey by train (including joining and leaving the train). To avoid liability, carriers by rail need to prove that one of three grounds for relief permitted by statute was present. The concept of "force majeure" is clearly and strictly defined in this context: it can only be "circumstances not connected with the operation of the railway and 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 CIV Uniform Rules themselves determine what losses may be taken into account (funeral expenses, transport of the body, obligations to dependents, medical treatment, total or partial incapacity to work, increased needs) and leave the option of extending the liability of the carrier for other bodily harm open to national legislators. The amounts to be paid by the carrier as damages are determined by the national law applicable to the case in question, i.e. the *lex fori*⁴. If national law specifies

1 Except for Ireland, Italy and Sweden; Cyprus and Malta have no rail infrastructure.

2 Belgium, Estonia, Greece, Ireland, Luxembourg, Poland, Spain, United Kingdom.

3 This concept varies from one legal system to another and is linked to national concepts in the law of liability. "Strict liability" is to be understood as liability which does not rely on the concept of fault at all. It is simply linked to the risks of operation.

4 The law of the state in which the court dealing with the case is situated in accordance with Article 8 COTIF.

	RAIL	AIR	SEA	
LIABILITY FOR ACCIDENTS	death or injury	<ul style="list-style-type: none"> • strict liability with 3 grounds for relief (→“force majeure”, fault of passenger, third party except IM and other RUs) • no limit to amount of damages, unless provided for in national law; however limit may <u>not be lower than 175,00SDR</u>¹ 	<ul style="list-style-type: none"> • <u>under 113,100SDR</u>: strict liability with one ground for relief (fault of passenger) • <u>above 113,100SDR</u>: liability for fault with reversal of the burden of proof (no negligence of carrier, negligence of third party) • punitive or exemplary damages expressly excluded 	<ul style="list-style-type: none"> • <u>under 250,000SDR</u>[*]: strict liability with 3 grounds for relief (→“force majeure”, fault of passenger, third party) • <u>between 250,000SDR and 400,000SDR</u>: liability for fault with reversal of the burden of proof • <u>above 400,000SDR</u>: no liability unless reckless fault or intent • punitive or exemplary damages expressly excluded
	advance payments	<ul style="list-style-type: none"> • min. 21,000€ in the event of death • not refundable, unless fault of passenger or person not entitled 	<ul style="list-style-type: none"> • min. 16,000SDR in the event of death • not refundable, unless carrier not liable or person not entitled 	<ul style="list-style-type: none"> • min. 21,000€ in the event of death • not refundable, unless carrier not liable, fault of passenger, or person not entitled
	loss or damage to hand luggage	<ul style="list-style-type: none"> • strict liability if passenger hurt, up to 1400SDR • liability for fault if passenger not hurt 	<ul style="list-style-type: none"> • liability for fault up to 1131SDR • limit lifted if special fault of carrier 	<ul style="list-style-type: none"> • liability for fault up to 2250SDR per passenger per carriage (fault presumed in case of shipping incident)
	support for actions against third parties	<ul style="list-style-type: none"> • RU contesting its liability must make every reasonable effort to assist passenger claiming from third parties 	---	---

* SDR = 1.14€ (2011-02-27) ; see www.imf.org

a maximum limit for damages to be paid for personal injury⁵, then this limit may not be lower than €199 500⁶. Nevertheless a number of European states do not impose such a limit for personal injuries. The liability of carriers by rail is thus unlimited in the majority of cases or if limited, then limited to at least €199 500.

The laws of carriage by air and sea however have staged liability regimes:

- below a certain threshold the regime offers a great deal of protection to the passenger; for carriage by sea, the regime is very similar to that for rail but for air it is very much more strict.
- above this threshold the carrier is only liable for fault (which is presumed unless he proves to the contrary). Theoretically, this regime is not so far away from the rail regime but it relies on legal concepts which are strongly linked to national concepts of liability and which may therefore produce some surprises depending on the cases in question.
- in addition, carriers by sea are totally exonerated from liability for loss and damage exceeding €456 000, except in the case of acts done recklessly or with intent.

Neither the *Montreal Convention* nor the *Protocol of 2002 to the Athens Convention* specify for what injuries compensation must be paid: that is determined by the national law applicable. On the other hand, the two conventions do expressly exclude punitive and exemplary damages.

Payment of advances in the event of an accident

The European Union requires carriers to make advance payments to injured passengers to meet their “immediate economic needs”. In the event of a fatality, the dependents of rail or sea passengers who are killed must be paid a minimum of €21 000, the figure is €18 240 for air passengers. The advances may be deducted from the damages which are finally paid.

Nevertheless, they are not returnable, except in those cases listed by the European Regulations. What can justify the difference in the minimum amounts to be paid in the event of death? Why can carriers by rail not recover the advances in the cases where they are not liable but that is quite open to carriers by sea or air? It is difficult to justify such differences between Regulations made between 2002 and 2009.

Liability for delay and cancellations

The liability of carriers for delays or cancellations is regulated in quite different ways from one mode to another (see the table below). These differences can perhaps be explained by the political context in which the European Regulations for the various modes were created between 2002 and 2011. It would seem that European legislators wanted to resolve the problems inherent to each mode of transport starting with the practice of overbooking by airlines and moving towards law for “consumers of transport services”, a skilful mixture of international law of carriage taken from pre-existing conventions and European consumer law.

Fare-related or fixed compensation

Although rail and sea carriers have to compensate passengers as a function of the price they paid for the service that was actually delayed (25 or 50% of the fare depending on the case), airlines must pay compensation as a function of the length of the flight that was cancelled or delayed. The compensation is significant, €250 as a minimum. The grounds for carriers to exonerate themselves are more varied than might seem at first sight:

⁵ The CIT understands that this is the case in several states, including the Czech Republic, Greece, the Netherlands, Romania, Serbia and Slovenia.

⁶ These amounts, which are specified in the CIV in Special Drawing Rights, have been converted using the official IMF rates applicable on 27 February 2011 (www.imf.org).

	RAIL	AIR	SEA	
LIABILITY FOR DELAYS	abandon / return + refund	<ul style="list-style-type: none"> if expected delay at (final) destination of more than 60 minutes refund within 1 month in voucher or money 	<ul style="list-style-type: none"> if denied boarding, cancellation or delay over 5 hours 	<ul style="list-style-type: none"> if expected cancellation or delay at departure more than 90 minutes refund within 7 days in cash, bank transfer/order/cheque or vouchers
	continuation / re-routeing	<ul style="list-style-type: none"> if expected delay at (final) destination of more than 60 minutes: <ul style="list-style-type: none"> as soon as possible at a later date at the passenger's convenience 	<ul style="list-style-type: none"> if denied boarding or cancellation: <ul style="list-style-type: none"> as soon as possible at a later date at the passenger's convenience 	<ul style="list-style-type: none"> if expected cancellation or delay at departure more than 90 minutes <ul style="list-style-type: none"> as soon as possible
	compensation	<ul style="list-style-type: none"> between 60 and 119 minutes: 25% of fare actually paid for delayed service above 120 minutes: 50% of fare actually paid for delayed service 3 grounds for relief (→ "force majeure", fault of passenger, third party except IM) payment within 1 month in voucher or money no compensation under 4€ 	<ul style="list-style-type: none"> if denied boarding, cancellation or delay of more than 3 hours (based on case law <i>Sturgeon</i>): compensation of: <ul style="list-style-type: none"> 250€ if length of flight < 1500km 400€ if length of flight > 1500 < 3000km 600€ if length of flight > 3000km 1 ground for relief (→ "force majeure") 	<ul style="list-style-type: none"> 25% of fare actually paid for delayed service: <ul style="list-style-type: none"> after 1hour if journey < 4h after 2hours if journey > 4 < 8h after 3hours if journey > 8 < 24h after 6hours if journey > 24h 50% of fare actually paid for delayed service for double time grounds for relief (fault of the passenger, "weather conditions endangering the safe operation of the ship", "force majeure") payment within 1 month in voucher or money no compensation under 6€
	hotel	<ul style="list-style-type: none"> reasonable costs for hotel + phone calls (PRR: where and when physically possible) amounts determined by national law 3 grounds for relief (→ "force majeure", fault of passenger, third party except IM and other RUs) 	<ul style="list-style-type: none"> accommodation + transfer + 2 phone calls no amount specified for damages (max. 4694SDR?) no ground for relief 	<ul style="list-style-type: none"> accommodation on board or ashore (max. 80€ per night for 3 nights) + transfer grounds for relief (fault of the passenger, "weather conditions endangering the safe operation of the ship")
	meals + refreshments free of charge	<ul style="list-style-type: none"> if delay in arrival or departure over 60 minutes if available on train/station or if can reasonably be supplied 	<ul style="list-style-type: none"> if denied boarding, cancellation or delay over 120 minutes 	<ul style="list-style-type: none"> if cancellation or delay in departure of more than 90 minutes if available or can reasonably be supplied
	alternative transport services	<ul style="list-style-type: none"> obligation to organise alternative transport if rail service cannot be continued anymore 	<ul style="list-style-type: none"> information on alternative transport services 	<ul style="list-style-type: none"> information on alternative connections if passenger expected to miss his connection
	consequential damages	<ul style="list-style-type: none"> if provided for by national law 	<ul style="list-style-type: none"> liability for fault with reversal of the burden of proof (carrier must prove sufficient care or contributory fault of passenger) amount limited to 4694SDR except if special fault of carrier 	<ul style="list-style-type: none"> if provided for by national law, including under Dir. 90/314 on package travel

- for rail: the grounds for exoneration are the same as those for accidents (see above) with a very strict definition of "force majeure";
- for airlines: "force majeure" is now being interpreted very strictly by the European Court of Justice⁷;
- for journeys by sea: "force majeure" is defined slightly less strictly than for rail⁸ as "extraordinary circumstances hindering the performance of the passenger service which could not have been avoided even if all reasonable measures had been taken" and in addition "weather conditions endangering the safe operation of the ship" are accepted as grounds for relief.

The delay is calculated from the departure or arrival of the service (or at the passenger's final destination?) depending on the mode. In addition, the differing lengths of time need to be con-

sidered: three hours for air (in accordance with the controversial judgments of the European Court of Justice⁹), sixty minutes for rail and between one and six hours for sea depending on the original duration of the journey by sea.

After delays of this length or more significant delays (up to five hours by air) passengers are entitled to further rights; abandonment of the journey and return to the first point of departure, refund, continuing their journeys to their final destination as soon as possible or at a later date, meals and refreshments, overnight

⁷ See the judgment of 22 December 2008, Wallentin-Hermann v. Alitalia (case C-549/07), commented on in CIT Info 1/2009.

⁸ The criterion of "not connected with" the operation and the qualifier of the "consequences of which he was unable to prevent" are missing.

⁹ See the judgment of 19 November 2009, Sturgeon and others, (joined cases C-402/07 and C-432/07).

accommodation, alternative means of transport, etc. The extent of these rights is nevertheless subtly different dependent on the mode of transport used; differences which are hardly justified for measures to assist passengers which are described as “standardised and immediate”¹⁰.

Difficult relationship between international and European law

The air cases which have followed each other before the European Court of Justice have drawn attention to the difficult relationship between the *Montreal Convention* and *Regulation (EC) No 261/2004*, interpreted in a very consumer-friendly way by the Court. This problem also exists for rail and will probably only be resolved after long and costly court-cases, over liability for delays and the grounds for carriers to exonerate themselves in particular. Accordingly, it is all the more worrying that the European Union still hasn't acceded to the CIV Uniform Rules and to the *Protocol of 2002 to the Athens Convention* (which are each annexed to a European Regulation) even though accession is planned.

The legal uncertainty which arises from this shaky relationship between international and European law follows from the fact that the concepts and legal principles derived from the two sources of law either do not match up at all or do not always match up.

The contract of carriage for whatever mode it may be no longer gives access to the same rights; those rights in fact depend on the transport services used (exempted or not) and the frequency of use (for holders of season tickets in particular).

Conclusion

A comparison of passengers' rights in the event of an accident or delay for the three modes studied here is difficult to make. The liability regimes in the case of delay are also so different that it is almost impossible for passengers to know at what point and in what circumstances they have a right to compensation or even assistance from the carriers or managers of the infrastructure being used (station, airport or port terminal).

There is therefore something to think about in future; certain essential legal principles must be borne in mind however, these include legal certainty, legal consistency, equality of treatment and the clarity of the rules made.

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¹⁰ See the judgment of 10 January 2006, IATA and ELFAA (case C-344/04).

Ticketing in the forthcoming Commission White paper on transport

The European Commission, replying in January 2011 to a question¹ from a Member of the European Parliament, revealed that it would tackle the issues arising from intermodal and intramodal ticketing in its forthcoming white paper on transport. The question had asked if the Commission intended to take any action to promote the sale of rail tickets for international journeys on the internet.

Liberalisation of the market and passengers' rights

The European Commission said it had already set up a structure to promote the sale of international tickets via the internet. Regulation (EC) No 1371/2007 on passengers' rights (PRR) and the opening of the market for international rail services for the carriage of passengers with effect from 1 January 2010 form important parts of this structure. The Commission promised that it would examine the need to take further action if the existing provisions proved to be inadequate.

The obligation set down in the PRR for railway undertakings and ticket vendors to align their IT systems to accommodate the requirements of the TAP-TSI should allow an information system for timetables and fares to be created. This system will include the software for making reservations and issuing tickets. It should thus help passengers plan and reserve journeys

by train in Europe. It should also allow rail operators and ticket sellers to comply more fully with the obligations laid down by the PRR to provide information and thus to strengthen the support provided to passengers.

Additional measures?

Nevertheless the PRR doesn't oblige railway undertakings to sell international tickets via the internet. The Commission warns that additional legislation may be necessary whether it be to impose the provision of a single ticket for a multimodal journey (integrated ticketing) or a single ticket for a through journey by rail which involves several operators and several countries (through ticketing) or even electronic tickets (e-ticketing). Before going down that road, the Commission said it would want to examine the balance between the obligation to share timetable and fare data between the various players and their commercial interests in a market open to competition.

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¹ E-010065/2010: written answer dated 5 January 2011 from the Commission to a question from Marielle De Sarnez (Group of the Alliance of Liberals and Democrats for Europe).

Ticketing – a long way from being paperless

The CIT organised a workshop on paper tickets from A to Z on 2 & 3 February 2011. This workshop offered a unique opportunity for railways, paper and ink suppliers, printers and suppliers of printing equipment to exchange ideas. The eighteen speakers invited made short presentations on the background, inter-relationships and the accumulated know-how from their areas, about the difficulties that arose and possible ways around them.



The most important insights from the workshop

That there will still be paper tickets for the next ten to fifteen years! Replacing paper tickets entirely by tickets as electronic media simply cannot be financed in the international environment.

Tickets have a complex background. They represent the contract of carriage between rail customers and railway undertakings physically and in a standardised format.

For international tickets, it is primarily international law (COTIF and EU law) which applies. So that this law can be applied in practice, the CIT provides two manuals for the benefit of members, the *CIT Passenger Traffic Manual* (GTV-CIT) and the *CIV Ticket Manual* (GTT-CIV).

Keeping up to date

The railways must keep up with the latest technical developments in printing and photocopying technology to make life difficult for forgers and cheats and thereby to secure rail revenue. The internationally agreed CIT standards for the design of tickets make it possible to ensure that tickets are produced to a consistent format and thus allow fraud to be identified more quickly and more efficiently.

Implementing these standards consistently represents a significant challenge. In some cases, forgers are currently meeting the specifications better than some CIT members.

However, inspection (primarily visual inspection) of international tickets by train staff is currently still the most frequent and most effective way of detecting ticket forgeries.

Paper

Even with paper (a centuries-old cultural medium) there are large differences in characteristics and quality. As a function of the wood content (or if the paper is wood-free), the opacity/transparency, tearing strength, resistance to yellowing, bleaching options, absorbency, suitability for writing and printing and thermal conductivity can all vary. In addition, special papers provide protection against forgeries and alteration by using various security features (for example, coloured security fibres, watermarks, security fibres only visible under ultraviolet light) and security coatings. Paper today is a high-tech product which can make a significant contribution to the total added value if it is used properly.

Inks

And inks? They are a science apart too! There are now security inks on the market which are resistant to solvents and to erasure or which on the contrary show unauthorised alterations. To combat forgeries made with photocopiers, there are thermochromic inks (which change colour as a function of temperature), luminescent inks, optically variable inks and ultraviolet inks. Ink technology sometimes requires a multi-stage process to achieve the highest levels of security. In addition, devices to test if the ink is the original are currently being offered on the market, in cases of doubt these can be used for ticket checks by on-train staff.

Printing

The paper and the ink come together in the printing process. The challenge here is to create a balance between the customer's specification and having all the tickets looking the same. The results can be quite different depending on the paper, ink and printing process. The current CIT standard is not easy to achieve. The experience and know-how of printing experts is often essential to get the same visual appearance from the various print media.

Whilst in the past offset lithography, letterpress, and for value documents, die stamping were used, today further printing processes such as silk-screen printing, flexographic printing and intaglio printing are in general use. Many railways are now changing to direct thermal printing for the issue of tickets, this makes even greater demands on quality.

Procurement

What standards do railways demand today from suppliers? And how does stock control work? To guarantee a standardised appearance (for the security background to tickets in particular) orders are frequently only made from one paper supplier and one ink supplier using a single ink specification. Printers are then constrained to work with these individual suppliers.

And what of the future? As has already been noted, paper tickets won't disappear quite so fast. Tickets remain an important part of the image of the railway and a key to accessing services. In the future, tickets, even international tickets, may be developed further as communication media.

International coordination

Are there many ticket forgeries? This question was not analysed in the workshop. Much more important was the topic of how to counteract the incentive to forge by adopting high standards which could be achieved by all CIT members. The discussion groups showed that these were not simply technical or financial issues. The railways wanted CIT standards to be applied consistently to both international and regional traffic. The CIT will be expected to continue its involvement, to continue to develop the standards and to provide practical support.

The concluding discussion confirmed that international coordination and exchange of know-how will be even more important in future. CIT standards are important standards that will increasingly be used for domestic traffic. The participants were quite clear that they wanted to improve international cooperation in order to comply with these standards.

Networking

This workshop provided an exceptional opportunity to network. The participants thanked Max Krieg, the organiser, and were unanimous in suggesting the workshop should be repeated.



From left to right: Isabelle Oberson, Thomas Gyger, Max Krieg and Thomas Leimgruber, Secretary General of CIT.

Max himself retired at the end of February 2011 after twenty-one years with the CIT. His post and tasks are taken over by Thomas Gyger.

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Original: DE

Directive on consumer rights: progress with the first reading

The Council and Parliament are well on the way to completing the first reading of the draft *Directive on consumer rights* (COM/2008/614), but their approaches¹ are quite different.

The Council's general approach

The Council has largely simplified the structure of the directive and its scope. There are now only two main themes: the right to information and the right to withdraw from distance and off-premises contracts. The Council has opted for a total harmonisation, except for certain points where EU Member States are expressly authorised to derogate from European regulations.

In the version adopted in January, contracts for the carriage of passengers are excluded from the scope of the directive. That is not the case, however, for contracts for the carriage of freight. Since freight by rail is normally contracted between large companies, the directive will hardly have any effect on carriers by rail, except for those that carry parcels, vehicles or luggage for individual consumers (to the extent that these contracts were distance-sold).

Amendments made by Parliament

Parliament seems to want to follow the structure proposed by the Commission but adding even more many and varied clarifications. It also seems to want to extend the scope of the di-

rective (originally limited to contracts concluded at a distance or off-premises) to contracts concluded on the premises of the supplier.

Contracts of carriage for passengers would seem to be excluded from the main chapters of the directive, in particular in respect of the right to information and the right of withdrawal. By contrast, contracts of carriage for freight are subject to the directive; this might have an impact on carriers by rail as explained above.

Next steps in the legislative procedure

The plenary vote in Parliament is expected on 7 March. The Council will then give its definitive position on 30 May. At the moment therefore, the results of the first reading are fairly uncertain.

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Original: FR

¹ For the Council, see the general approach approved 24 January 2011 (Council press release 5426/11). For the Parliament, see the amendments recently voted by the Internal Market and Consumer Protection Committee.

Freight Traffic

Laying the foundations for an intercontinental railway transport law

Over 90% of all containers that are transhipped in the Port of Rotterdam are destined for Central and South-Eastern Europe.¹ In the case of Central Europe, the overland section which connects with the maritime movement is no more than 1,500 km distance, for which reason the bulk of the traffic moves by road. A direct rail link from the manufacturing sites in China giving access to the principal consumer markets in Europe is therefore increasingly appearing on the daily agendas of international organisations.



The rapid and universal use of the CIM/SMGS single consignment note in Russia, Mongolia and most lately in Kazakhstan in 2010 underlines this development. Together with railway representatives from the Peoples Republic of China, the CIT is therefore making efforts to evaluate the release of further routes in the Peoples Republic of China for the use of the CIM/SMGS single consignment note.

Comprehensive legal framework

Since the beginning of 2010, the CIT, together with the OSJD, has been striving to achieve a comprehensive legal contractual framework in the interest of the global positioning of the railways for Eurasian overland freight movements with distances of over 10,000 km. To this purpose, both organisations are coordinating themselves closely with the United Nations Economic Commission for Europe (UNECE). It is planned to staff the relevant working parties with representatives of the respective organisations in equal measure.

One concrete result of the research carried out within the scope of the working party on the harmonisation of railway transport law is the step by step approach, with regulations for various areas, such as right to dispose of the goods, loading and unloading of the goods, joint liability of the carriers, liability, applicable law, place of jurisdiction etc.

A Memorandum of Understanding (MoU) is intended to make known the political will of the responsible Transport Ministers and Railway chairmen of the Member States of the United Nations Economic Commission for Europe (UNECE). A corresponding strategy paper with a concrete timescale has been approved by the Inland Transport Committee (ITC) at the beginning of March 2011. Concrete proposals by the legal group on the Special Conditions of Carriage for Eurasian Rail Freight Transport are to be expected at the end of the year; they will also be the subject of a Seminar at CIT headquarters in November this year.

Erik.Evtimov(at)cit-rail.org
Original: DE

¹ UNECE Study 2010: "Euro Asian Transport Links Inland vs. Maritime Transport: Comparison Study".

Major impulses from Kazakh Railways in the 'CIM/SMGS legal interoperability' project

The landbridge through Kazakhstan and the revival of the Silk Road

According to information received from representatives of the Chinese Railways (KZD) and from customers, a new economic zone is being created in Western China in Xinjiang Province (Xinjiang – Uygur Autonomic Region – XUAR). It lies at a distance of 5,000 km from the nearest Chinese port, which means that substantial potential for intercontinental overland transport is being created in a major economic and political inland region of China, on the border with Kazakhstan. According to representatives of Chinese Customers, 730,000 computer monitors are being produced there monthly. (see also CIT-Info 6/2010, p. 5).

These traffics over the landbridge between China and Europe are being operated by the participating railways of China (KZD), Russia (RZD) and Kazakhstan (KZH) exclusively using the CIM/SMGS single consignment note. The shortest railway link on offer is through Kazakhstan via the Dostyk (Kazakhstan) – Alashankou (China) border crossing.

Subsequent to the meeting of the CIM/SMGS Steering Group in Berlin at the end of November 2010, the Ministry of Transport and Communications of the Republic of Kazakhstan released the following routes for transport movements to Kazakhstan using the CIM/SMGS single consignment note in a letter of 10th December 2010 to the CIT and the OSJD: Ozinki – Alma-Ata-1, Ozinki – Alma-Ata-2, Iletsk 1 – Alma-Ata-1, Iletsk 1 – Alma-Ata-2, Tobol – Astana and all transit routes through Kazakhstan. The revival of the old Silk Road between China and Europe is thus getting closer.

CIT/OSJD Seminar in Kazakhstan

In support of this positive development, the project sponsors CIT und OSJD are organising a Seminar on 6th & 7th April 2011 in the Kazakh capital Astana within the scope of their "CIM/SMGS single consignment note for Central Asia" strategy. It is aimed at all companies interested in Eurasian rail freight transport, whereby special emphasis will be placed on transit traffic through Kazakhstan to and from China. Within the scope of the Seminar, the Kazakh Railways will also provide detailed

information on the transshipment facilities at the border stations of Dostyk and Alashankou where the track gauge changes from 1435mm to 1520mm. RZD, KZH (Kazakhstan), KZD (China) and MTZ (Mongolia) have already confirmed their participation.

The following Seminar objectives have been defined:

- practical implementation of the CIM/SMGS single consignment note in Eurasian rail freight transport
- state of the art in the development of the "CIM/SMGS single consignment note" handbook.
- intensification of international cooperation for transport movements using the CIM/SMGS single consignment note
- expansion of the geographic area of use of the CIM/SMGS single consignment note to include Kazakhstan, Mongolia and China

The Seminar will be chaired by the management of Kazakh Railways (KZH) and the Kazakh Ministry of Transport and offers an excellent opportunity for networking and regional cooperation. An interesting fringe programme will round off the event.



The preparatory meeting in the CIT offices.

The CIT, together with OSJD, OTIF, UNECE, UNESCAP and OSCE, has initiated further steps towards the realisation of integrated legal solutions in the form of *CIM/SMGS Special Conditions of Carriage*. Also in the same context comes the expansion of the CIM/SMGS single consignment note to include other Central Asian republics (e.g. Uzbekistan, Tajikistan and Turkmenistan).

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Original: DE

Meeting of the CIT's CIM Committee

The fourteenth meeting of the CIM Committee will take place on 29 March 2011. At the meeting, the CIM Committee will consider the new checklist for claims handling agreements and proposed changes to the CIT's freight documentation. These items have been submitted by the CIM Working Group for approval so that they can come into effect on 1 July 2011. The proposed changes to the CIT freight documentation include:

- expanding the AIM to include procedural rules for recourse against third parties (infrastructure managers and wagon keepers),
- clarifying the concept of the "first carrier",
- accommodating new Incoterms,

- clarifying the status of CIT documents as being either recommendations or being mandatory together with the copyright in CIT documents,
- providing NHM codes for combined transport,
- re-examining the burden of proof in the event of damage to the goods and
- providing information about documents attached to the consignment note.

Briefings on the progress being made on the e-RailFreight project and on the project to make the CIM and SMGS legally interoperable will also be provided at the meeting and the next steps for those projects discussed.

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Original: DE

Use of the Infrastructure

General Terms and Conditions of Use of Railway Infrastructure on the home straight

Last autumn, after more than five years of negotiations, the negotiating teams from the CIT and RailNetEurope (RNE) succeeded in agreeing conditions for the use of infrastructure (see CIT Info 6/2010, page 8). Amongst other issues, the *European General Terms and Conditions of Use of Railway Infrastructure* (EurGTC), which have now been agreed, cover the liability of the carrier and the infrastructure manager to each other. The key issues in this area are the financial consequences of cancellation or restriction in the use of train paths and the financial consequences of delay and disruption to operations.

The CUI Committee, the CIT body responsible for the Eur GTC, approved them on behalf of the CIT on 26 October 2010. The RNE has just approve them.

Thus nothing more stands in the way of their application.

Standardisation

The great merit of the *European GTC* lies in the standardisation of the rules that apply to the use of infrastructure right across Europe. The law which applies to this area is currently very fragmented because the *CUI Uniform Rules* only apply in fourteen OTIF Member States. Contracts for the use of infrastructure are therefore primarily subject to national law from which a variegated mosaic of statutory and contractual arrangements result. Understandably, this leads to not inconsiderable legal uncertainty and inefficiency for international traffic by rail.

The second advantage of the *European GTC* is that they are based on the liability system defined in the *CUI Uniform Rules* and extend it to domestic traffic.

Filling gaps

The *European GTC* contain two specific chapters on the topic of liability:

- Chapter 4: Consequences of delays and disruptions
- Chapter 6: Liabilities of each party in the event of accidents and other incidents

These two chapters guarantee the carrier a right of recourse against the infrastructure manager to recover the compensation which he pays out to passengers (for passenger traffic)

and freight customers, not only for accidents but also for delays caused by the infrastructure manager. An important benefit for the carrier is that he gains a right of recourse for compensation paid out under the terms of *Regulation (EC) No 1371/2007 on rail passengers' rights and obligations*.

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Original: DE

Reservations against the CUI

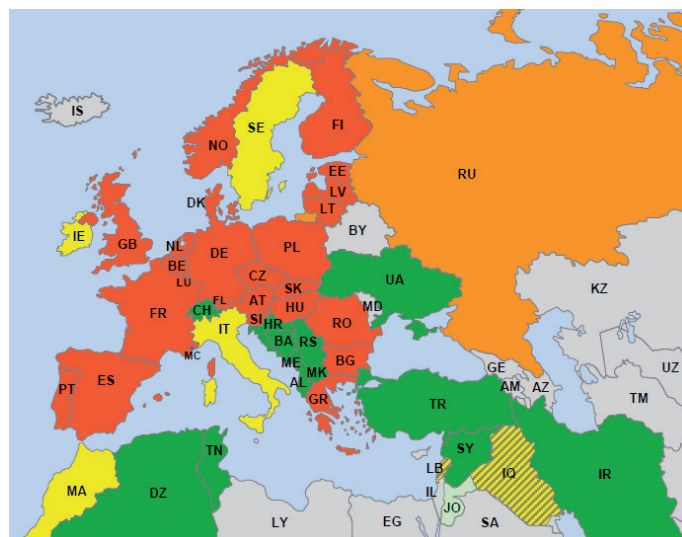
The revised CUI Uniform Rules entered into force on 1 December 2010. The revision was necessary because some provisions in the CUI were judged to be incompatible with EU law and EU Member States had accordingly deposited reservations against the application of the CUI at the request of the European Commission.

As you will be aware, in October 2010 the European Commission asked the Member States to delay withdrawal of the reservations until issues related to the accession of the EU to COTIF could be clarified.

We understand from a notification from OTIF dated 21 February 2011 that Germany withdrew its reservation against the CUI Uniform Rules (but not however against the APTU and ATMF) on 30 December 2010. In accordance with Germany's request, this declaration will only take legal effect on 31 December 2011 [at midnight].

As readers will be aware, Poland has limited its reservation against the CUI to the end of 2011 and the Netherlands to the end of 2012. If these states do not extend their reservations, the CUI will therefore apply with effect from 1 January 2012 in Germany and Poland and also in the Netherlands with effect from 1 January 2013. If further states withdraw their reservations then this area will of course become larger.

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Original: DE



Current application of COTIF

- All COTIF appendices (14)
- Without ATMF (1)
- Without CUI/APTU/ATMF (23)
- Without CIV/RID/CUV/CUI/APTU/ATMF (1)
- COTIF 1999 not yet ratified (4)
- Membership suspended (2)
- Associate Members (1)

European Commission study of the liability relationship between infrastructure managers and carriers

At the end of November 2010, the European Commission published a study on "*EU Member States' national civil liability regimes in relation to rail accidents between Railway Undertakings and Infrastructure Managers in so far as they may present a barrier to the international market*" on its website¹. The study was made by DLA Piper, a well-known legal firm with offices around the world.

- Guaranteeing the railway undertaking a right of recourse against the infrastructure manager when the loss or damage is caused by the infrastructure manager;
- Providing a more even balance between the rights and obligations of the contractual parties.

The CIT is currently working energetically on the results of the study and will provide a further report in the next edition of CIT Info.

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Original: DE

This comprehensive study (138 pages with 9 appendices) demonstrates that the various statutory frameworks and the actual contractual relationships for the use of infrastructure vary significantly and that two areas need attention:

¹ See http://ec.europa.eu/transport/rail/studies/rail_en.htm. The study itself had no date of completion. It is headed *September 2010* on the website.

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.

To what extent is the carrier responsible for the consequences of failure to carry out the instructions of the person entitled or failure to carry out the instructions properly where circumstances prevent carriage?

Article 22 CIM makes no provision for liability in connection with circumstances preventing carriage or delivery.

However the similarity between subsequent orders and instructions in consequence of circumstances preventing carriage and delivery justifies the assumption that liability issues should be

handled in the same way. It can therefore be assumed that in both cases fault on the part of the carrier creates a liability but that the compensation payable does not exceed the compensation to be paid in the case of the complete loss of the goods (Article 19 § 6 CIM).

We must note the need to make Article 22 CIM more specific in the next revision of the CIM.

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Original: DE

Who handles claims from passengers for a missed flight?

A Danish passenger who was travelling by train to a German airport missed his flight to the United States because of a fault on the train. Which railway undertaking (DSB or DB) should handle his claim and, as appropriate, pay compensation?

Under Article 55 § 2 CIV, passengers may make claims to the first or last carrier or the carrier having performed the part of carriage on which the event giving rise to the proceedings occurred. In addition he may bring an action against these same carriers. The law of forum will determine the extent of his right to be compensated for the fare for the missed flight.

The carriers in question may agree amongst themselves who will handle claims, pay compensation to passengers and bear the costs. In principle, members of the CIT settle these issues in accordance with the AIV (*Agreement concerning the Relationships between Carriers in respect of International*

Passenger Traffic by Rail). However, the AIV does not currently cover the issue of which undertaking should handle a claim from a passenger who has missed his flight because an international train has been delayed. In fact, the AIV only covers those heads of liability explicitly specified by the CIV Uniform Rules and by the PRR. It is difficult to imagine international standardisation of those heads of liability which arise solely from national law (principally compensation for missed flights). Railway undertakings therefore need to make any agreements that are necessary.

In the absence of such agreements, Article 62 § 1 CIV covers the allocation of compensation paid under the CIV Uniform Rules. For compensation paid under the PRR or national law, any allocation between the carriers will depend on the national law applicable.

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Original: FR

CIT Itself

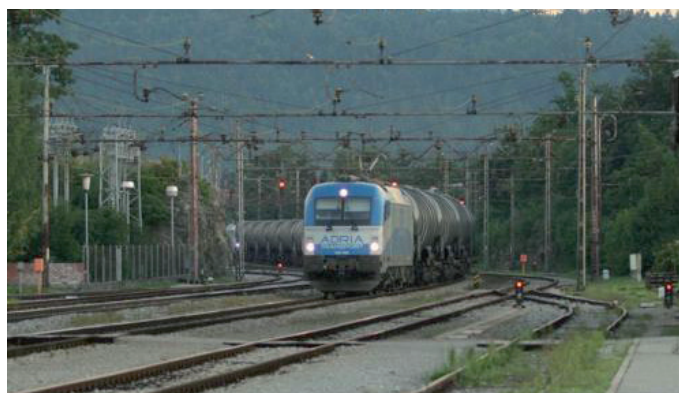
New CIT member

Adria Transport d.o.o. (Slovenia)

Adria Transport is a Slovene railway undertaking based in Koper. The business was established to move freight traffic by rail to and from the port of Koper.

The company was set up in 2005 as a joint venture between the Graz-Köflacher Bahn und Busbetrieb GmbH (GKB) and the company operating the port at Koper (Luka Koper). The company started operations in summer 2008 after acquiring all the permits necessary for Austria and Slovenia. The first traffic consisted of kerosene from Koper to Vienna (Wien-Schwechat). Adria Transport d.o.o. currently owns three locomotives.

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Original: DE





Max Krieg

Max Krieg retires

At the end of February 2011, Max Krieg takes well earned retirement.

After many years of work on SBB, Max Krieg joined the CIT team in 1989. Thanks to his broad training, his extensive experience in operations and sales and his perfect linguistic knowledge he was quickly able to take an active and confident role in all of the activities of our association. The main focus of his activities was in passenger traffic and in the dangerous goods area but he also provided exceptional help in individual aspects of freight work, in the use of infrastructure and training issues.

Max' trademark was his precise work right to the last word – in terms of content as well as linguistically. The high standards of quality reached by CIT documentation, if nothing else, are thanks to his perseverance and attention to detail.

Max, we thank you for your many years of exceptional work for the CIT. You may look back on what you have achieved with pride and satisfaction. The whole CIT, but the General Secretariat in particular, warmly wish you a long and healthy retirement.

Thomas.Leimgruber(at)cit-rail.org
Original: DE



Max Krieg's successor is Thomas Gyger.

Thomas Gyger is fifty years old and has been an operations manager or travel centre manager at various SBB stations.

Max Krieg's successor: Thomas Gyger.

His last job was as Purchasing Manager for SBB infrastructure and in this role he gained the Swiss Diploma in Purchasing.

We welcome Mr Gyger to the CIT General Secretariat, wish him all success and hope that he will enjoy the work too. The CIT team look forward to working with him.

Thomas.Leimgruber(at)cit-rail.org
Original: DE



Conference of Freight Claims Departments Bern, 26 May 2011

This conference is designed for the staff of the claims, sales and legal departments of CIT member undertakings. It will concentrate on current issues, the new checklist for claims handling agreements, rights to use the infrastructure and the handling of claims in the airline industry. Participants will work in small groups to consider problems of general interest which arise in practice and will be able to have private meetings with colleagues from other CIT members in order to build working relationships or to settle particular outstanding issues.

Click here for further details:

www.cit-rail.org/fileadmin/public/Seminare/Flyer_Conference_Freight_Claims_Dept_2011.pdf



Euro-Asian Rail Freight Business

Further details are available from:
www.RailConference.com

CIT Diary of Events

Date	Event	Location
28 March	CIV/SMPS Legal Group	Bern
29 March	CIM Committee	Bern
30 March	Group of Experts "Multimodality"	Bern
6/7 April	CIT/OSJD Seminar Kazakhstan	Astana
14 April	Executive Committee 1/2011	Bern
15 April	CIV Committee	Bern
26/27 April	CIM/SMGS Legal Group	Paris
28/29 April	CIM/SMGS Group of experts	Paris
26 May	Conference of Freight After-Sales Service Departments	Bern

Events with CIT participation

Date	Event	Location	CIT contact
9/10 March	OTIF Working Group of Technical Experts	Bern	Erik Evtimov
10/11 March	Permanent Contact Group UIC/FIATA	Berlin	Erik Evtimov
15/16 March	UIC Commercial Group and UIC Technical Group	Paris	Isabelle Oberson
18 March	CER Freight Focus Group	Brussels	Erik Evtimov
22 March	UIC Global Team of Experts	Prague	Erik Evtimov
23-25 March	3 rd International Conference, Exhibition and Award on Railway Cargo Transports between Asia and Europe	Prague	Erik Evtimov
31 March	UIC Freight Steering Committee	Berlin	Henri Trolliet
6 April	UIC Ticketing Action Group for CCST	Brussels	Thomas Gyger
6 April	CER Sub-working Group on Seals	Duisburg	Nathalie Greinus
12 April	Customer Liaison Group	Brussels	Isabelle Oberson
14/15 April	OTIF Rail Facilitation Committee	Bern	Erik Evtimov
3 May	UIC SIAFI 2011	Paris	Isabelle Oberson
3 May	UIC Leaflet 471-1	Paris	Isabelle Oberson
6 May	UNECE Expert Group towards Unified Railway Law	Geneva	Erik Evtimov
11/12 May	CER Railways/Customs Liaison Meeting	Vienna	Nathalie Greinus
17 May	UIC Freight Steering Committee	Paris	Henri Trolliet
18 May	UIC Freight Forum	Paris	Henri Trolliet
18 May	UIC Working Group "Non (integrated) Reservation Ticket"	Graz	Isabelle Oberson
31 May/1 June	PLASKE Freight Conference	Odessa	Erik Evtimov

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