

CIV COMMITTEE ACTIVITIES IN THE FIELD OF MULTIMODALITY FOR PASSENGERS

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DIFFUSION LIMITÉE — MULTIMODALITY COMMITTEE OF CIT, VENICE 29/30 OCTOBER 2019



CIT CHOSE TO FOCUS ON THE RAIL/AIR COOPERATION

- ✓ Step by step » approach agreed on CIT level: not possible to tackle all the combinaisons at one time
- ✓ Rail/ Air appears to be the main field of cooperation on long distance so far
- ✓ several RUs propose such a product (according to a survey amongst the members)



FTHANSA EXPRESS RAIL

CODESHARE TI / EMIRATES

THALYS+ KLM



A FEW VERBATIM ON AIR+RAIL SOLUTIONS:

« En 2020, nous allons franchir un grand pas avec la suppression d'une liaison aérienne quotidienne pour la remplacer par un trajet en train, plus écologique. ce faisant, nous posons les bases du système de transport durable qu'il nous faut tous ensemble construire pour le XXI^e siècle » **Bertrand Gosselin, CEO of Thalys.**

“The agreement signed by Trenitalia and Emirates is a pivotal step towards the increase of effective and comfortable integration between train and airplane. Our customers will now be able to buy one single solution for their train and flight journey, departing and arriving from 27 Italian stations and enjoying the comforts and the best commercial facilities offered by Trenitalia and Emirates,” **Gianpiero Strisciuglio, Director long haul passenger division of Trenitalia**

- **Starting point:** a mini workshop CIT/IATA (February 2017) during a session of the CIV WG

- **The aim was to:**

- Get to know each other,
- Learn how things are organised in each sector,
- Explore first possible ways of working together.

Programme of the CIV WG – IATA Workshop		
8 February 2017, 14.00-18.00		
UPU building, Weltpoststrasse 4, Bern		
Time	Topic	Reporter
14.00 - 14.10	Welcome, introduction round by participants	CIT GS, participants
14.10 - 14.20	Activities of CIT in international rail passenger traffic	CIT GS
14.20 - 14.40	Activities of IATA in international air passenger traffic	IATA
14.40 - 15.10	Legal models of cooperation in the air sector and multimodal air-rail cooperation from the IATA perspective: legal implications for delays, missed connections and assistance	Auguste Hooking, Philippe Morin, (IATA)
15.10 - 15.40	Coffee break	
15.40 - 16.10	Legal models of cooperation in the rail sector and multimodal air-rail cooperation from the perspective of CIT and its members: legal implications for delays, missed connections and assistance	Oliver Hirschfeld (DB)
16.10 - 16.40	Ticketing practices in the IATA: standards, distribution and multimodal dimension	Coles Henry (IATA)
16.40 - 17.10	Ticketing practices in the CIT: standards, distribution and multimodal dimension	Jan Svensson (CIT GS)
17.10 - 17.40	Round-table discussion: future of the air-rail international passenger traffic	
17.40 - 17.45	Closing remarks	

Different models of cooperation

	No cooperation	Combined sales	Substitute carriage	Successive carriage
Carriers	One or several independent carriers	Two cooperating carriers	One main carrier + One substitute carrier	Two cooperating carriers
Contracts	Several separate contracts	Two contracts	One contract	One contract
Sale	Stand alone	Combined	Integrated	Integrated


⚠ Combined sales, substitute carriage and successive carriage need also for the parties to have a distribution contract to sell their common offers.

It means also that the cooperating carriers need a link between their Sales Platforms for distributing their joint new product/s.



2 PROJECTS OF BOILER CONTRACTS PREPARED BY THE CIT REGARDING:

- cooperation contracts for international carriage of passengers by air and rail in case of substitute carriage (by rail)
- cooperation contracts for international carriage of passengers by air and rail in case of passengers carried on the basis of two contracts sold under one booking



International Rail Transport Committee
Comité International des Transport Ferroviaires
Internationale Eisenbahn-Verkehrs-Kommission

CIT CIT Committee
Item: 18 June 2019
Appendix 4 to the working document

2019-06-05
REF: 510 / F3154

Boilerplate Contract for drawing up Cooperation Contracts for International Carriage of Passengers by Air and Rail in case of substitute carriage.


Preliminary remarks

The CIT provides this boilerplate Contract for railway carriers which are CIT members wishing to cooperate with air carriers in order to provide international carriage of passengers by air and rail under a single Contract of carriage. This boilerplate Contract applies when the whole or part journey is covered by a single Contract of carriage in which one of the operations (air or rail) decides to act as principal carrier towards the passenger and the other one is a substitute carrier (not appearing as a Contractual partner of the passenger).

The standard clauses and explanations in the boilerplate Contract are based on the current statutory requirements of the Intergovernmental Organisation for International Carriage by Rail (OTIF), the International Civil Aviation Organisation (ICAO) and the European Union for both rail and air transport modes. These requirements are presented in the CIT document "International legal framework for air and rail passenger traffic: A comparative analysis" (available on www.cit-rail.org). They also take into consideration the relevant CIT's and IATA's documentation to the extent possible.

There are currently no legal requirements for the air-rail multimodal passenger traffic, neither with respect to the liability, nor passenger rights. However, the European Union Member States are working on a single Contract of carriage that is to be granted passenger rights similarly to passengers travelling by one transport mode only, especially in terms of information, assistance, compensation for delay and continuation. The European Commission is currently working on an initiative for multimodal passenger rights.

Title of the Standard Clauses	Standard Clauses	Comments
Title of the Contract	Cooperation Contract for carriage by air and rail (branded as "PRODUCT NAME" (hereinafter referred to as "Contract"))	Giving the cooperation a brand name is optional and aimed at marketing activities (see Point 2) of legal promotion) it has consequences on intellectual property rights in any case (see Point 2) and needs therefore to be registered in this Contract.
Name of the Contracting Parties	This Contract is made between rail carrier (COMPANY NAME) (hereinafter referred to as "the rail carrier") and the air carrier (COMPANY NAME) (hereinafter referred to as "the air carrier")	



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Boilerplate Contract for drawing up Cooperation Contracts for International Carriage of Passengers by Air and Rail in case of passengers carried on the basis of two Contracts sold under one booking

Preliminary remarks

The CIT provides this boilerplate Contract for railway carriers which are CIT members wishing to cooperate with air carriers in order to provide international carriage of passengers by air and rail. This boilerplate Contract applies when the whole journey air or rail is sold in one booking but is actually covered by two separate contracts of carriage, whereby the air and rail operators agree to deal with some of the aspects of related connections, delays, etc. in regard to passengers, but where in principle each operator is responsible for its own leg of the journey.

The standard clauses and explanations in the boilerplate Contract are based on the current statutory requirements of the Intergovernmental Organisation for International Carriage by Rail (OTIF), the International Civil Aviation Organisation (ICAO) and the European Union for both rail and air transport modes. These requirements are presented in the CIT document "International legal framework for air and rail passenger traffic: A comparative analysis" (available on www.cit-rail.org). They also take into consideration the relevant CIT's and IATA's documentation to the extent possible.

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Name of the Contracting Parties	This Contract is made between rail carrier (COMPANY NAME) (hereinafter referred to as "the rail carrier") and the air carrier (COMPANY NAME) (hereinafter referred to as "the air carrier")	



The two models :

- are built on the same structure,
- but take into account the specificities of each model of cooperation,
- share the same logic of contractual freedom as there are, for now, no legal requirements in the case of multimodal passenger traffic:
 - for liability issues,
 - for passenger rights

A comprehensive contract (both models):

1. Subject matter		
2. Objectives and principles for cooperation	13. Passengers' rights	24. Duration and termination
3. Scope	14. Information obligation	25. Effects of termination
4. Authorization & insurance	15. PRM	26. Modification of contract
5. Model of cooperation	16. Luggage	27. Transfert of contract
6. MCT	17. Obligations in case of missed connections	28. Languages
7. Promotion of the products	18. Cancellations and denied boarding	29. Disputes and competent courts
8. Secondment and personnel	19. Disruptions	
9. Intellectual property rights	20. Data protection	Appendices (operational procedures, prices, etc.,,,)
10. Confidentiality	21. Liability	
11. Operation standards	22. Cooperation costs	
12. Services agreed towards passengers	23. Billings and settlements	

Zoom on specific clauses (1/2)

MCT:

- Contractually specify an MCT between the rail and air segment (and make it known to the distributors)
- Defined on a case to case basis (depends on the OD)
- Prerequisite to any claim relating to missed connections.

PRM:

- Information to be given to the PRM
- Make sure that the request for assistance is passed from one Partner to the other, in a certain delay (36h in the model contract)
- Priority to PRM in case of missed connections
- Details of the procedure are shown in the annexes (handover point, MCT, etc,,)

Passengers' rights:

Two contracts model	One contract model (substitute carrier)
Each leg obeys to its own sectorial regulation: <ul style="list-style-type: none">- CIV and/or PRR for the rail leg,- Montreal/Warsaw convention and/or regulations 264/2004 and/or 888/2002 and/or 1107/2006 for the air leg	Contractual arrangement to cover: <ul style="list-style-type: none">- The missed connections: system of information + continuation of the travel through free rebooking on the next train/plane available.- Organisation of accommodation : air carrier- Cancellation/denied boarding: PRR or air PRR depending on which leg is concerned

Liability:

Two contracts model	One contract model (substitute carrier)
<p>General provision:</p> <ul style="list-style-type: none">- Each Party remains liable towards its contractor for the damage it caused, unless it can prove that it was not a fault,- For bodily loss where there is no recourse possible between the Parties	<p>General provision:</p> <p>Liability towards the passenger for the Contractual carrier (air carrier) as a principle.</p> <p>The substitute carrier, (rail carrier) however:</p> <ul style="list-style-type: none">- wears a joint liability in case of death or injuries- accepts to provide assistance to the passengers in case of delay.
<p>2 possible options to handle the commercial claims:</p> <p><u>Option A:</u> both parties may receive the claims and they have to agree how they organise themselves</p> <p><u>Option B : each party handles the claims arising from its segment</u></p> <p>In both cases: a right of redress and allocation of costs remains possible under certain circumstances</p>	<p>Who handles the commercial claims?</p> <ul style="list-style-type: none">- The Contractual partner of the passenger is, in principle, the one in charge of receiving, handling the claim and of indemnifying.- however, when the damage occurred on the service of the substitute carrier, it will be in charge of handling the claim, on behalf of the Contractual carrier. (different of being liable)

NOM DE L'ENTITÉ
11 – MERCREDI 30 OCTOBRE 2019

CURRENT STATUS AND NEXT STEPS:

- The 2 models of contracts have been formally adopted by the CIV Committee in June 2019,
- They represent the view of the RUs on a possible cooperation with the air sector,
- They can be used by the RUs in their negotiations with the airlines,
- However, they are not published as CIT products for the time being,
- Instructions to CIT to contact IATA in order to adopt a common boilerplate contract : from 2nd semester of 2019,
- No foreseeable calendar for a new common contract so far.