

CIT Multimodality
Seminar in Venice, 29-
30 October 2019 –
supported by ATTICA

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CIT PRODUCTS FOR RAIL-SEA TRAFFIC AND RAIL-ROAD TRAFFIC

SUMMARY

- Difficulties and statutory framework
- CIT products Rail – Sea Traffic
- CIT products Rail – Road Traffic
- Perspectives

MULTIMODALITY— DIFFICULTIES AND STATUTORY FRAMEWORK

Legal difficulties

- Often mandatory modal conventions
- Different liability conditions and limitations

International conventions

- CMR – art. 2
- Montreal Convention – art. 38
- CIM – art. 1 § 3 and § 4
- Geneva Convention of 1980
- Rotterdam Rules

Contractual solutions

- Through bill of lading
- UNCTAD/ICC Rules
- GTC CIT for RU acting as multimodal transport undertaking



WHY MULTIMODALITY AT THE CIT?

Increasing transportation

- macroeconomic forecasts: by 2030 European land freight transport will have increased by grow up to 30%
- one mode of transport alone will hardly be able to cope with this transport volume

Globalisation and Digitalisation

- never before have so many goods been moved and shipped over longer distances as today
- almost every second household orders goods regularly on the Internet
- Digitalisation will make it possible to combine means of transport in a simpler and more targeted way than before

Climate challenges

- climate policy: it is necessary to shift transport with the participation of climate-friendly means of transport such as rail.



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- CIT products Rail-Sea Traffic



COTIF SOLUTION FOR MULTIMODAL RAIL-SEA TRAFFIC

- “When international carriage being the subject of a **single contract of carriage** includes **carriage by sea** or transfrontier carriage by inland waterway as a **supplement to carriage by rail**, these Uniform Rules shall apply if the carriage by sea or inland waterway is performed on services included in the **list of services provided for in Article 24 § 1 of the Convention.**” (art. 1 § 4 CIM)
- single contract of carriage
- sea-leg included in the OTIF List of CIM maritime and inland waterway services



GTC RAIL – SEA
TRAFFIC
INTRODUCTION

Sea carrier = contractual carrier or successive carrier

GTC joint-contracting + specificities sea carriage

Document with recommendation status (opting-in)



GTC RAIL – SEA TRAFFIC CONTENT

- A General provisions
- B Performance of the contract
- C Payment and charges
- D Liability – Loss and damage – Allocation of compensation and Non performance or delayed performance
- E Duration of the contract
- F Miscellaneous

- Appendices
- List of CIM maritime and inland waterway services
- Carriage of dangerous goods



International Rail Transport Committee
Comité international des transports ferroviaires
Internationales Eisenbahntransportkomitee

Edition 1 January 2015

**General Terms and Conditions
Applying to Joint-contracting
for Rail-Sea Freight Traffic
(GTC Rail-Sea traffic)**

Applicable with effect from 1 January 2015

GTC RAIL – SEA TRAFFIC GENERAL PROVISIONS

Scope (art. 1)

- Contract of international carriage of goods by rail including a maritime section listed in the CIM list of maritime and inland waterway services (Mediterranean sea, Channel, Baltic sea, Black sea)



GTC RAIL – SEA TRAFFIC LIABILITY – COMPENSATIONS



Principles of liability (art. 11)

Carriers are mutually liable in accordance with the applicable statutory provisions

The liable carriers indemnify other participating carriers from claims by third parties

No recourse against the staff of another party, except in the case of wilful misconduct



Relief from liability (art. 13)

Circumstances which in spite of having taken the care required in the particular circumstances of the case the carrier could not avoid and the consequences of which they were unable to prevent



Compensations (art. 14)

Compensation of the damage according to the applicable statutory provisions

The carriers may agree for a maximum level of the compensation and exclude the compensation of pure pecuniary loss (missed benefit etc.)



Liability for particular cases (art. 12)

Damages to the goods = AIM

Damages to or caused by wagons = CUV or GCU

Damages to or caused by the infrastructure = CUI

Damages to or caused by the ship : Clause for relief art. 38 CIM



CIT BOILERPLATE CONTRACT FOR RAIL-SEA TRAFFIC

Model of successive carriers: maritime carriers can appear as successive carriers

Structure:

- Objective of the contract
- Obligations
- Procedures related to carriage
- Compensation
- Applicable law, jurisdiction, other general provisions

Appendix 1: Description and planning

Appendix 2: GTC Rail-Sea Traffic

Appendix 3: Payment

Appendix 4: Compensation



IMPLEMENTING THE RAIL-SEA DOCUMENTS

The GTC Rail-Sea Traffic, and in particular the boilerplate contract, must be made better known as CIT documents

Description of the benefits of these documents using a virtual pilot

Use of the boilerplate contract – with reference to the GTC Rail-Sea Traffic - as an opt-in on particular real pilot routes

Evaluation of the documents after the pilot transport runs are complete



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- CIT products Rail-Road Traffic



COTIF SOLUTION FOR MULTIMODAL RAIL-ROAD TRAFFIC

“When international carriage being the subject of a single contract includes **carriage by road** or inland waterway in **Internal traffic** of a Member State **as a supplement to transfrontier carriage by rail**, these Uniform Rules shall apply” (art. 1 § 3 CIM)

So called “**Rail + Approach**”

- road-transportation is only a supplement to transfrontier carriage by rail (CIM is applicable and not CMR)
- conflict with CMR?





**Guideline
comparing the legal regimes**

CMR-COTIF/CIM-SMGS

**CIT/IRU GUIDELINE COMPARING
CMR - CIM - SMGS**

Main Points

- comparison between the international carriage of freight by rail (COTIF/CIM and SMGS) and road (CMR)
- basis for further work of harmonising road-law and rail-law
- synthesis of the key findings (liability, the parties' responsibility, necessary documents such as the consignment note etc.)



**NEXT STEPS:
PUBLISHING A
CHECKLIST
ROAD-RAIL**



Checklist for a rail-road framework contract

- to be used in international road-rail transport
- developed together with the IRU based on practical cases of rail and road carriers
- to be published in January 2020
- in English, French, German and Russian available

Main components in the form of model clauses

- standard provisions for lorry to rail transshipment operations
- standard provisions for loading transport units onto a rolling road
- Glossary including definitions and explanations



MULTIMODALITY PERSPECTIVES - CONCLUSION

Stop opposing one transport mode against others – Think together about how to work in harmony and in wholesome competition



Statutory solutions can be envisaged only as long term solutions – Inside the CIT, follow determinedly the path of contractual solutions and build bridges between the rules drawn up by the professional organisations



THANK YOU



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