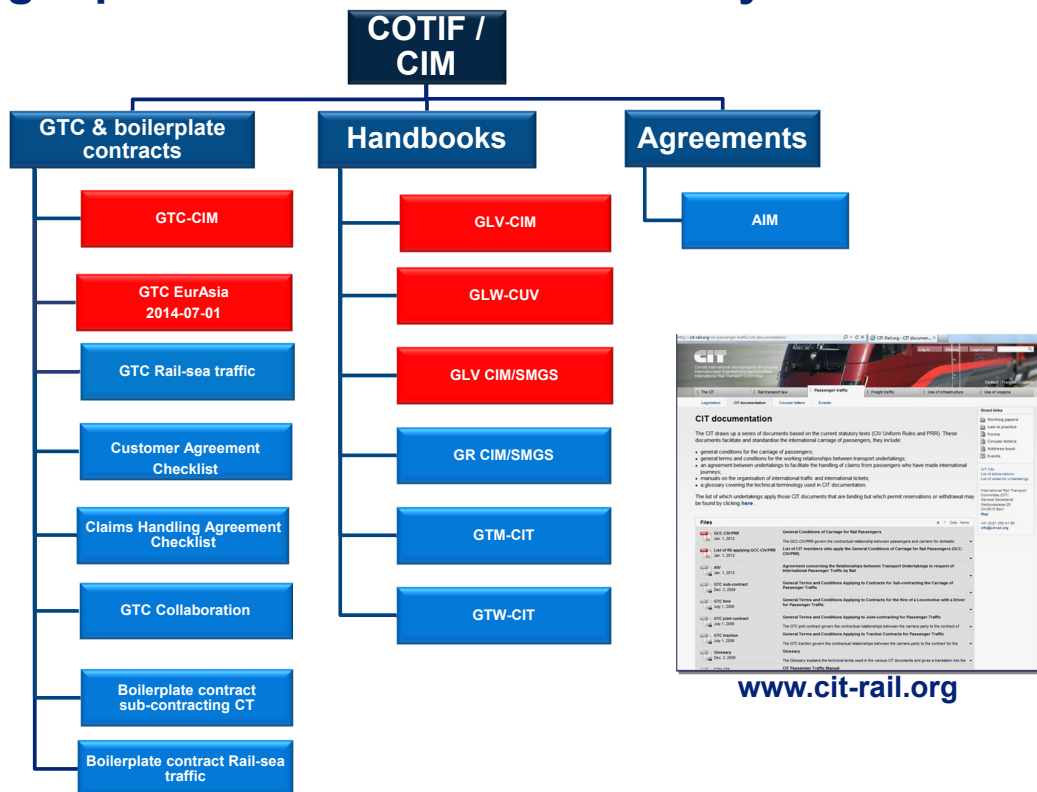


Checklist for framework contract rail-road

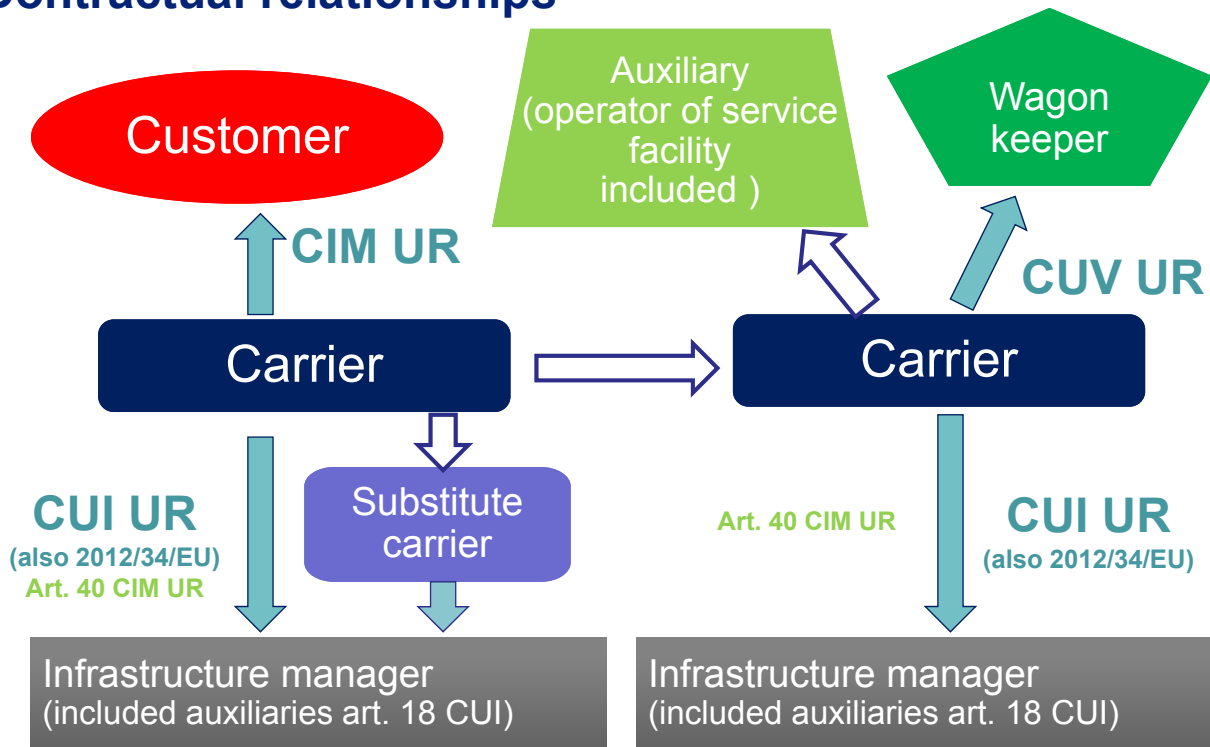
CIT/IRU Workshop, Bettembourg/Luxembourg
28 February 2019

Erik Evtimov, Deputy Secretary General

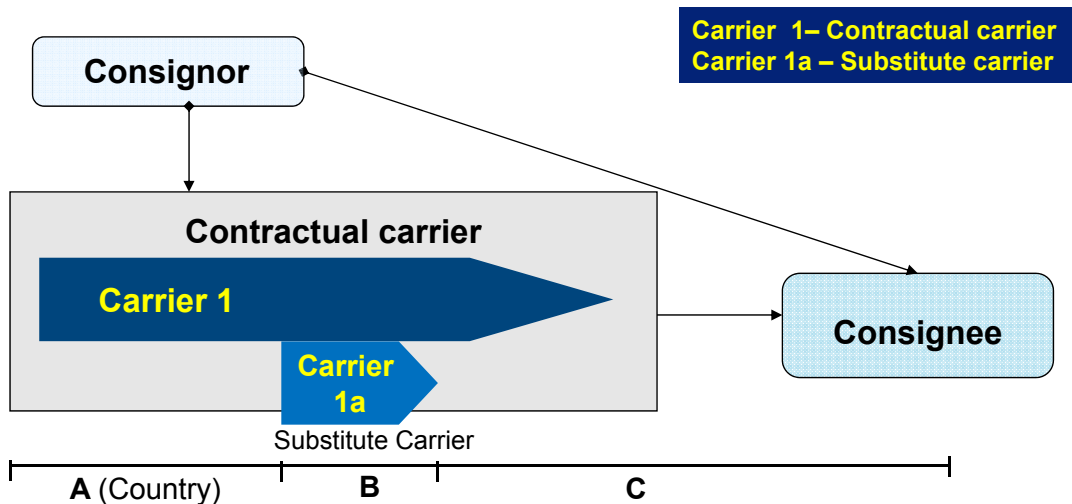
CIT freight products as from 1st January 2019



Principles - Contractual relationships



Models for the performance of carriage – substitute carrier

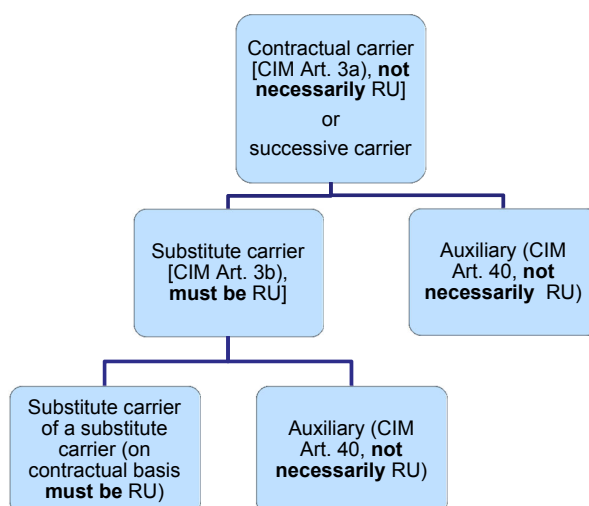


Contractual carrier – CIM Article 3a) need not necessarily be a railway undertaking

Substitute carrier – CIM Article 3b) **must** be a railway undertaking.

Describes a substitute carrier as “a carrier, who has not concluded the contract of carriage with the consignor, but to whom the carrier referred to in letter a) has entrusted, in whole or in part, the performance of the carriage by rail.”

Models for the performance of carriage – subcontractor



“A rail carrier (a subcontractor in the normal legal sense) delegated by a substitute carrier (only an RU) to perform the carriage is contractually qualified to act as an additional substitute carrier provided that all the parties involved in the contract of carriage (including the consignor) have given their consent.”

Checklist for a framework contract Rail – Road transport (1)

Drafting a Checklist for road-rail combined transport

- The Multimodality Committee mandated the GS CIT to develop a Checklist for road-rail combined traffic based on practical case examples from CIT and IRU members.
- Main components in the form of model clauses:
 - a) Standard provisions for truck to rail transshipment operations
 - b) Standard provisions for loading transport units onto a rolling road
 - c) Standard clauses for road-rail network liability in the case of transshipment and loading operations
- 3 Appendixes
 - Glossary
 - Overview of intermodal terminals
 - Case studies
- The provisions will be examined in depth by the CIT members and discussed with the IRU

Checklist for a framework contract Rail – Road transport (2)

Subject of the contract (art. 1)

- Internal rail – road relationship
- Based on article 1 § 3 CIM and article 2.1 CMR
- No changing in the existing liability regime

Service contract (art. 1.1)

- The parties draft and sign a service contract with the listed services
- Example of services

Accompanying documents (art. 1.2)

- Consignment note
- Additional documents

Loading an international transport unit (UTI) (art. 1.3)

- In handing over the intermodal transport unit to the carrier, the customer declares that it is suitable for use in transport (carriage, transshipment, et cetera) and that the load unit and the way it is loaded take into account the requirements of transport



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Checklist for a framework contract Rail – Road transport (3)

Road-rail transshipment (art. 1.4)

- In the context of this checklist, it is recommended that the legal relationship agreed with the transshipment company be that of an auxiliary to the carrier as set out in article 40 CIM and article 3 CMR

Operational procedure (art. 2)

- Carriage by road before rail carriage (art. 2.1)
- Carriage by road after rail carriage (art. 2.2)
- Other services (art. 2.3)

Other services (art. 2.3)

- Contracted logistics services (art. 2.3.1)
- Temporary storage (art. 2.3.2)
- Use of private sidings (art. 2.3.3)

Applicable law and rules in case of conflict of law (art. 3)

- Applicable rules (art. 3.1)
- Rules in case of conflict of law (art. 3.2)



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