

Item 1.6: Wagon law

CIT General Assembly 2017

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Summary



- Liability of wagon keepers
- Electronic Wagon Note
- Models of use of wagons

Liability of wagon keepers : Art. 27 GCU / 7 GCU (1)

Amendment of Article 27 GCU and Article 7 GCU

- Negotiations at the level of the organisations UIC, UIP and ERFA concerning the wagon keeper's liability for damage caused by the wagon
- In 2017 the compromise reached came into force:
 - Legal bridge between Article 7 (*Technical admission and maintenance of wagons*) and Article 27.1 GCU (*Principle of liability*)
 - Lays down the principle of the presumption of the wagon keeper's liability
 - Reversal of the burden of proof for damage



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Liability of wagon keepers : Art. 27 GCU / 7 GCU (2)

Next steps:

- The new principle of liability does need to be tested out in practice
- The burden of proof now deviates from the rules provided in Article 7 paras. 1 and 2 of the CUV (Appendix D to COTIF)
- CIT as an observer participate on regular base at the work of the UIC SG "Wagon Keeper"



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Electronic Wagon Note

Legal basis for the electronic wagon note Art. 14.2 GCU

- Amendment of Art. 14.2 GCU: e-Wagon note
- The UIC Wagon Users' Study Group and the Joint Committee UIC, UIP und ERFA approved the GS CIT's proposal
- GCU Bureau published it and entered into force on 1st January 2016

CIT Manuals

- The GLW-CUV and GTW-CIT Manuals with amendments concerning the electronic Wagon note entered into force :
 - Appendix 1 of the CUV Wagon Note Manual (GLW-CUV)
 - Legal specifications in Appendix 1a of the CIT Wagon Manual (GTW-CIT)
- CIT new edition of the Manuals from 1 January 2017
- At a later stage: paper documents will have to be used on an exceptional basis if needed



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Models of use of wagons

Long term discussions on UIC level

- The UIC Wagon Users Study Group is currently discussing whether and how the model of wagon use between RUs should be organised
- The GS CIT supports in legal questions where required



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International Rail Transport Committee
Comité international des transports ferroviaires
Internationales Eisenbahntransportkomitee

General Assembly of the CIT

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Backup

The new legal provisions

Electronic Wagon Note

Amended text Art. 14.2 GCU (amended text in blue)

GCU Article 14.2

The documents listed below, included in Appendix 3, shall be used when forwarding empty wagons:

- wagon note,
- (...)

These documents may be issued in paper format or recorded electronically.

The procedure agreed on among parties to the contract of use for issuing these documents in electronic format must ensure the integrity and reliability of the information they contain as of the moment they are issued. The procedure agreed on among parties to the contract of use for completing or amending the electronic wagon note must ensure amendments are identifiable.

It must also ensure that the original information contained in the electronic wagon note is preserved. The electronic wagon note must be authenticated. Authentication must take the form of an electronic signature or other suitable procedure.

The arrangements for handling these documents in paper or electronic format are set out in the Wagon Note Guide of the CUV (GLW-CUV), published by the International Railway Transport Committee (CIT).



Liability of wagon keepers : Art. 27 GCU

Amended text Art. 27 GCU (new text in blue)

GCU Article 27 Principle of liability

27.1

The keeper or a previous user subject to this contract shall be liable for damage caused by the wagon when they can be shown to be at fault. The keeper shall be presumed to be at fault if he has not correctly fulfilled his duties as these arise from Article 7, unless this breach of duty did not cause or contribute to the damage.

27.2

The liable party shall indemnify the user RU against any third party claims if the user RU is not at fault

27.3

Where the user RU is partly responsible, the compensation shall be borne by each party in proportion to its respective share of responsibility.

27.4

When a third party is responsible or partly responsible for the damage, the parties to the contract shall claim compensation for the damage primarily from this third party. In particular the signatory which has a contract with the third party shall pursue the claim vis-à-vis the third party as a matter of priority.

27.5

Upon request, the keeper shall be required to provide proof of his civil liability insurance in accordance with applicable laws.

