

**MULTILATERAL**

**International Convention concerning the carriage of passengers and luggage by rail (CIV) (with annexes). Concluded at Berne on 25 February 1961**

**Additional Protocol to the International Conventions concerning the carriage of goods by rail (CIM)<sup>1</sup> and the carriage of passengers and luggage by rail (CIV). Concluded at Berne on 25 February 1961**

**Protocol A drawn up by the Diplomatic Conference convened with a view to bringing into force the International Conventions of 25 February 1961, concerning the carriage of goods by rail (CIM)<sup>1</sup> and the carriage of passengers and luggage by rail (CIV). Concluded at Berne on 29 April 1964**

**Protocol B drawn up by the Diplomatic Conference convened with a view to bringing into force the International Conventions of 25 February 1961, concerning the carriage of goods by rail (CIM)<sup>1</sup> and the carriage of passengers and luggage by rail (CIV). Concluded at Berne on 29 April 1964**

**Termination of the above-mentioned Convention (CIV) of 25 February 1961**

*Authentic texts: French.*

*Registered by Switzerland on 8 August 1978.*

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<sup>1</sup> United Nations, *Treaty Series*, vol. 1100, p. 3.

[OFFICIAL ENGLISH TRANSLATION<sup>1</sup> — TRADUCTION ANGLAISE OFFICIELLE<sup>2</sup>]

## INTERNATIONAL CONVENTION<sup>3</sup> CONCERNING THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)

[The undersigned plenipotentiaries,

Having recognized the need to revise the International Convention concerning the carriage of passengers and luggage by rail, signed at Berne on 25th October, 1952,<sup>4</sup> have to that end resolved, in accordance with Article 66 of that Convention, to conclude a new Convention and have agreed upon the following Articles:]<sup>5</sup>

### PART I. PURPOSE AND SCOPE OF THE CONVENTION

#### Article 1. RAILWAYS AND TRAFFIC TO WHICH THE CONVENTION APPLIES

1. This Convention shall apply, subject to the exceptions set forth in the following paragraphs, to the carriage of passengers and luggage\* under international carriage documents over the territories of at least two of the Contracting States and exclusively over lines included in the list compiled in accordance with Article 59 of this Convention.

\* The expression "luggage" where used in this Convention does not include hand luggage to which Articles 13 and 28 of the Convention apply. [Footnote added by the Government of the United Kingdom.]

<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>3</sup> Came into force on 1 January 1965 in respect of the following States on behalf of which an instrument of ratification, an application for accession or a notification of application by internal legislation\* in accordance with chapter I of the Additional Protocol of 25 February 1961\*\* had been deposited with the Government of Switzerland, after 15 instruments of ratification had been deposited with the latter, in accordance with article 65 of the Convention and paragraph 1 of Protocol A drawn up by the Diplomatic Conference convened to bring into force the International Conventions of 25 February 1961 concerning the carriage of goods by rail (CIM),\*\*\* and the carriage of passengers and luggage by rail (CIV), concluded at Berne on 29 April 1964:\*\*\*\*

State	Date of deposit of the instrument of ratification, of the application for accession (a) or of the notification of application by internal legislation (n)	State	Date of deposit of the instrument of ratification, of the application for accession (a) or of the notification of application by internal legislation (n)
Austria . . . . .	10 August 1964	Morocco . . . . .	24 September 1963 a
Belgium . . . . .	17 March 1964	Netherlands . . . . .	26 September 1963
Bulgaria . . . . .	29 April 1963	Norway . . . . .	9 August 1963
Czechoslovakia . . . . .	14 March 1963	Poland . . . . .	4 November 1963
Denmark . . . . .	13 September 1961	Portugal . . . . .	4 December 1963
Finland . . . . .	14 April 1964	Romania . . . . .	14 August 1962
France . . . . .	30 May 1962	Spain . . . . .	19 February 1963
German Democratic Republic . . . . .	20 November 1964 n	Sweden . . . . .	27 June 1963
Germany, Federal Republic of . . . . .	24 December 1964 n	Switzerland . . . . .	25 July 1962
Hungary . . . . .	29 March 1962	United Kingdom of Great Britain and Northern Ireland	9 April 1964
Italy . . . . .	12 November 1963	Yugoslavia . . . . .	21 February 1964
Liechtenstein . . . . .	23 October 1963		
Luxembourg . . . . .	26 November 1964		

\* The particular effects of the notification of application by internal legislation are determined by paragraph 2 of chapter 1 of the Additional Protocol of 25 February 1961.

\*\* United Nations, *Treaty Series*, vol. 1100, Additional Protocol.

\*\*\* *Ibid.*, p. 3.

\*\*\*\* *Ibid.*, Protocol A.

(Continued on page 38)

2. Carriage between stations\* of departure and arrival situated in the territory of the same State, and effected over the territory of another State only in transit shall, except where Article 28 (1) of this Convention applies, be governed by the law of the State of departure:

- (a) When the lines over which carriage is effected in that other State are exclusively operated by a railway of the State of departure;
- (b) When the lines over which carriage is effected in that other State are not exclusively operated by a railway of the State of departure, if the railways concerned have concluded agreements under which such carriage is not regarded as international.

3. Carriage between stations in two adjacent States shall, if the lines over which carriage is effected are exclusively operated by the railways of one of those States and the laws and regulations of such States do not otherwise provide, be governed by the law of the State to which the railway operating the lines over which carriage is effected belongs.

4. The tariffs shall determine the places between which international transport documents shall be issued.

#### Article 2. PROVISIONS CONCERNING CARRIAGE BY MORE THAN ONE FORM OF TRANSPORT

1. Regular road services or shipping services which are complementary to railway services and on which international traffic is carried may, in addition to railway services, be included in the list referred to in Article 1 of this Convention provided that such services, in so far as they connect at least two Contracting States, may only be included in the list by agreement between those States.

2. The undertakings operating such services shall be subject to all the obligations imposed and enjoy all the rights conferred on railways by this Convention, subject always

\* The expression "station" includes ports used by shipping services and all road service establishments open to the public in connection with the performance of the contract of carriage.

(Footnote 3 continued from page 37)

Subsequently, the instruments of ratification or the applications for accession were deposited with the Government of Switzerland on the following dates:

State	Date of deposit of the instrument of ratification, or of the application for accession (a)	State	Date of deposit of the instrument of ratification or of the application for accession (a)
Tunisia	23 January 1964 a	Ireland††	13 May 1969 a
(With effect from 21 November 1965.†)		(With effect from 1 February 1970.†)	
Syrian Arab Republic††	24 April 1964 a	Greece	29 July 1969
(With effect from 7 May 1965.†)		(With effect from 1 September 1969.†)	
Iraq††	1 July 1964 a	Germany, Federal Republic of††	18 August 1972 a
(With effect from 24 August 1965.†)		(With effect from 1 April 1973.†)	
Turkey	31 January 1966	(With a declaration that the Convention will also be applicable to Berlin (West) from the date of its entry into force for the Federal Republic of Germany.)	
(With effect from 1 March 1966.††)		German Democratic Republic	18 August 1972 a
Iran	2 August 1966 a	(With effect from 1 April 1973.†)	
(With effect from 9 March 1968.†)			
Algeria	17 October 1967 a		
(With effect from 30 October 1969.†)			

† One month after the date of notification by the Government of Switzerland to the Contracting States that the application for accession was deemed to be accepted, in accordance with article 66 (3) of the CIV Convention.

†† See p. 71 of this volume for the texts of the reservations and declarations made upon accession.

††† On the first day of the second month following the month on which the Government of Switzerland notified the Contracting States of the deposit of the instrument of ratification, in accordance with the last paragraph of Protocol A of 29 April 1964.

<sup>4</sup> United Nations, *Treaty Series*, vol. 241, p. 336, and vol. 242, p. 2.

<sup>5</sup> Texts appearing in brackets were not part of the translation as supplied by the Government of the United Kingdom and have been added here by the Secretariat of the United Nations — Les textes donnés entre crochets ne faisaient pas partie de la traduction telle que fournie par le Gouvernement du Royaume-Uni et ont été ajoutés ici par le Secrétariat de l'Organisation des Nations Unies.

to such derogations as necessarily result from the different forms of transport. Such derogations shall not, however, in any way affect the rules as to liability laid down in this Convention.

3. Any State wishing to have a service of the kind referred to in paragraph 1 of this Article included in the list shall take the necessary steps to have the derogations provided for in paragraph 2 of this Article published in the same manner as tariffs.

4. In the case of international traffic making use both of railways and of transport services other than those referred to in paragraph 1 of this Article, the railways, in conjunction with the other transport undertakings concerned, may, so as to take account of the special features of each form of transport, lay down conditions in the tariffs which have a legal effect different from that of this Convention. The railways may, in such a case, prescribe the use of a transport document other than that provided for by this Convention.

#### *Article 3. OBLIGATION OF RAILWAYS TO CARRY*

1. Every railway shall be bound to undertake the carriage of passengers and luggage subject to the terms of this Convention, provided that:

- (a) The passenger complies with the provisions of this Convention and of the international tariff applicable;
- (b) Carriage can be undertaken by ordinary transport facilities;
- (c) Carriage is not prevented by circumstances which the railway cannot avoid and which it is not in a position to remedy.

2. When the competent authority decides that a service shall be discontinued or suspended totally or partially, such measures shall, without delay, be brought to the notice of the public and of the railways, which shall be responsible for informing the railways of the other States with a view to their publication.

3. Any contravention of the provisions of this Article by the railway shall constitute a cause of action to recover compensation for the loss or damage caused thereby.

### PART II. THE CONTRACT OF CARRIAGE

#### Chapter I. *CARRIAGE OF PASSENGERS*

##### *Article 4. ENTITLEMENT TO TRAVEL*

Subject to exceptions provided for in the tariffs, the passenger shall, from the start of his journey, be in possession of a valid transport document which he shall retain throughout the journey, produce on demand to ticket inspectors and give up on demand at the end of the journey.

##### *Article 5. TICKETS*

1. Tickets issued for international travel under the Convention shall bear the mark  $\text{C}$ .

2. The following particulars shall be shown on such tickets, subject to exceptions provided for in the tariffs:

- (a) The stations of departure and arrival;
- (b) The route; if a choice of routes or means of transport is permitted, that fact shall be stated;
- (c) The category of train and class of carriage;
- (d) The fare;

(e) The date on which the ticket becomes available;

(f) The period of availability.

3. The language in which tickets shall be printed and made out, and their form and content, shall be determined by tariffs or agreements between railways.

4. Covers containing sectional coupons issued under an international tariff shall be deemed to be a single transport document for the purposes of this Convention.

5. Unless the tariffs otherwise provide, tickets shall only be transferable if they are not made out in the passenger's name and if the journey has not begun.

6. The passenger shall, when accepting a ticket, make sure that it is what he asked for.

#### *Article 6. REDUCED FARES FOR CHILDREN*

1. Children under five years of age shall be carried free without a ticket provided that separate seats are not claimed for them.

2. Children of five years of age or over but under ten years of age and children under five for whom separate seats are claimed shall be carried at a reduced fare not exceeding one half of the fare charged for adults, except for supplements charged for the use of certain carriages or trains and subject to the rounding up of fares in accordance with the regulations of the administration issuing the ticket.

Such reduction need not be made in the case of tickets issued at a rate below that of the normal single fare.

3. Tariffs may however provide for age limits different from those laid down in paragraphs 1 and 2 of this Article provided that such age limits shall be not less than four in respect of free travel under paragraph 1, nor less than ten in respect of reduced fares under paragraph 2 of this Article.

#### *Article 7. PERIOD OF AVAILABILITY OF TICKETS*

1. The period of availability of tickets shall be determined by the tariffs.

2. The first day on which a ticket is available shall be reckoned as a full day in the period of availability. The passenger may begin his journey on any day within the period of availability of his ticket; unless otherwise provided in the tariffs he shall, however, complete his journey in a train due according to the timetable at the destination station not later than midnight on the last day on which the ticket is available.

#### *Article 8. ALLOCATION AND RESERVATION OF SEATS*

1. If a seat has not been taken or reserved, a passenger may indicate that he has taken it for himself or for others travelling with him whose tickets he can produce. A passenger leaving his seat without any clear indication that he has taken it, shall lose his right to occupy it. Otherwise, seats shall be allocated according to the regulations in force on each railway.

2. Tariffs or timetables shall determine whether and on what conditions seats may or must be reserved on certain trains.

#### *Article 9. BREAK OF JOURNEY AT INTERMEDIATE STATIONS*

1. The passenger shall be entitled to break his journey as often as he wishes without complying with any formalities unless otherwise provided in the tariffs.

2. Exercise of the right to break the journey at intermediate stations shall not extend the period of availability of the ticket as determined by the tariffs.

3. A passenger who has broken his journey at an intermediate station may only resume it at that station or at a station on that part of the route not already covered.

*Article 10. CHANGE OF CLASS OF CARRIAGE OR CATEGORY OF TRAIN*

Subject to the conditions laid down in the tariffs and on payment of the appropriate additional fare a passenger shall be entitled to occupy a seat of a higher class or travel in a train of a higher category than that stated on his ticket.

*Article 11. PASSENGERS WITHOUT VALID TICKETS*

1. Any passenger who cannot produce a valid ticket shall pay a surcharge in addition to the fare; such surcharge shall be calculated according to the regulations of the railway on which its payment is required.

2. Tickets which have been altered without authority shall be deemed invalid and shall be withdrawn by the railway staff.

3. Any passenger who refuses to pay the fare or the surcharge upon demand may be required to leave the train. Such a passenger shall not be entitled to receive his luggage at any station other than the destination station.

*Article 12. PERSONS NOT PERMITTED TO TRAVEL OR PERMITTED TO TRAVEL ONLY UNDER CERTAIN CONDITIONS*

1. The following persons shall not be allowed to enter trains or may be required to leave them in the course of a journey:

- (a) Persons in an intoxicated condition or whose behaviour is improper or who infringe the laws and regulations which apply; such persons shall not be entitled to a refund of their fares or of any charges they may have paid;
- (b) Persons who, because of sickness or otherwise, appear likely to inconvenience other passengers unless a whole compartment has been reserved for them in advance or can be put at their disposal on payment therefor; persons who fall ill during a journey shall, however, be conveyed at least as far as the nearest station at which they can be given the necessary attention. Their fares shall be refunded in accordance with Article 26 of this Convention, subject to deduction of the amount due for the distance travelled; when appropriate, these provisions shall likewise apply in the case of luggage charges.

2. The carriage of persons suffering from infectious or contagious diseases shall be subject to international conventions and regulations or, failing that, to the laws and regulations respectively in force in each State.

*Article 13. TAKING OF HAND LUGGAGE AND ANIMALS INTO CARRIAGES*

1. Passengers may take with them into carriages, without extra charge, articles which can be handled easily (hand luggage). A passenger is only entitled to the spaces above and below his seat for his hand luggage.

This rule shall apply with any necessary modifications where the carriages are of a special type, including those containing a luggage compartment.

2. The following shall not be taken into carriages:

- (a) Substances and articles which are not accepted for carriage as luggage under Article 17 (a) of this Convention, unless otherwise provided in the tariffs; passengers carrying firearms in the course of public duty or with legal or administrative authority shall, however, be allowed to carry ammunition not exceeding the lowest maximum quantity permitted by the regulation in force in any of the countries through which they pass. Guards escorting prisoners and travelling with them in special carriages or compartments shall be permitted to carry loaded firearms;
- (b) Articles liable to annoy or inconvenience passengers or to cause damage;

- (c) Articles which it is forbidden by the regulations of the Customs or other administrative authorities to take into a carriage;
- (d) Live animals, except small animals in cages, boxes, baskets or other suitable receptacles and small dogs, whether or not so confined, provided that such animals will not inconvenience passengers by their smell or noise or otherwise, that the regulations of the respective States are not contravened, that no passenger objects and that the animals can be held in the lap or disposed of like hand luggage.

Tariffs or timetables may prohibit or authorize the admission of animals into certain kinds of carriages or trains.

3. Tariffs shall indicate whether and for which animals fares shall be paid.

4. Railway servants shall have the right to satisfy themselves, in the presence of the passenger, as to the nature of any articles taken into a carriage when there is good reason to suppose that there has been a contravention of the provisions of paragraph 2 of this Article, excepting those of paragraph 2 (c).

5. Passengers shall themselves be responsible for the care of any articles and animals which they take with them, except when they cannot exercise such care because they are in a carriage of a special type referred to in paragraph 1 of this Article.

Passengers shall be liable for all damage caused by articles or animals they have brought with them into a carriage unless they can prove that the damage was caused by the wrongful act or neglect of the railway.

#### *Article 14. TRAINS. TIMETABLES*

1. The trains available for travel are those shown in the timetables and such extra trains as may be put on to meet traffic requirements.

2. The railways shall, at the proper time, display in their stations notices giving the times of departure of trains and shall provide passengers with the means of obtaining information about the timetables of the trains running on their own systems. These timetables shall indicate the category of train, the classes of carriage, the conditions under which passengers are carried and the times of departure of trains. At the more important interchange stations, and at termini, the timetables shall also show times of train arrivals and the main connections.

#### *Article 15. MISSED CONNECTIONS. CANCELLATION OF TRAINS*

When a connection is missed owing to late running or when a train is cancelled for all or part of its route, and a passenger affected thereby wishes to continue his journey, the railway shall convey him and his luggage, without extra charge and to such extent as may be practicable, in a train proceeding towards the same destination on the same line or by another route over the lines of the railways of the original route, so as to enable him to reach his destination with the least delay. The stationmaster shall, where necessary, certify on the ticket that the connection has been missed or the train cancelled, extend the availability of the ticket so far as may be necessary and make it valid for the new route, for a higher class or for a train subject to higher fares. The railway shall, however, be entitled by inserting provisions in the tariff or timetable to exclude the use of certain trains for this purpose.

### *Chapter II. CARRIAGE OF LUGGAGE*

#### *Article 16. ARTICLES ACCEPTED FOR CARRIAGE*

1. Articles contained in trunks, baskets, suitcases, travelling bags, hat-boxes and other similar receptacles, as well as the receptacles themselves, shall be accepted for carriage as luggage.

2. The following shall also be accepted for carriage as luggage, although not packed, if they can appropriately be carried unpacked:

- (a) Portable or wheeled invalid chairs, wheeled invalid chairs propelled by the invalids themselves, with or without an auxiliary motor, and lounge-chairs;
- (b) Perambulators and mail-carts;
- (c) Portable musical instruments;
- (d) Professional instruments, including performers' properties, provided that their condition, size and weight are such that they can be quickly loaded and stowed in the luggage van;
- (e) Sports equipment;
- (f) Bicycles, with or without an auxiliary motor, and motor cycles without sidecars and similar vehicles, provided that all detachable accessories have been removed.

The tanks of motor vehicles may contain fuel but the passenger shall turn off the tap, if any, between the tank and the engine. Auxiliary tanks firmly attached to the vehicle may also contain fuel if sealed off. Motor cycles with fuel in their tanks shall be loaded upright on their wheels and firmly secured in that position.

3. The tariffs may limit the number, size and weight of the articles referred to in paragraph 2 of this Article which may be accepted for carriage as luggage and may determine the conditions under which the passenger may be called upon to assist in loading, transfer and unloading.

The tariffs may authorise, on specified conditions, the carriage as luggage of other articles (such as motor cycles with sidecars and motor cars) and of animals in sufficiently secure cages.

#### *Article 17.* ARTICLES NOT TO BE ACCEPTED FOR CARRIAGE

The following shall not be accepted for carriage as luggage:

- (a) Dangerous substances or articles, in particular loaded firearms, explosive or inflammable substances or articles, oxidising poisonous, radioactive, corrosive or repugnant substances or substances liable to cause infection;
- (b) Articles the carriage of which is a monopoly of the postal authorities in any one of the territories in which the luggage is to be carried;
- (c) Articles the carriage of which is prohibited in any one of the territories in which the luggage is to be carried.

The tariffs may provide for the acceptance for carriage as luggage, subject to specified conditions, of certain substances and articles not acceptable for carriage under (a) above.

#### *Article 18.* RESPONSIBILITY OF PASSENGERS IN RESPECT OF THEIR LUGGAGE. SURCHARGES

1. The holder of a luggage registration voucher shall be responsible for compliance with the provisions of Articles 16 and 17 of this Convention; he shall be liable for all consequences of any contravention of these provisions.

2. If there are good grounds for suspecting a contravention of the said provisions, the railway shall have the right to examine the contents of luggage in order to check that it complies with those provisions unless the laws or regulations of the country in which the luggage is for the time being situated prohibit such examination. The holder of the registration voucher shall be invited to attend the examination; if he fails to attend or cannot be found, the examination shall in the absence of other statutory provisions or regulations in the State in which the examination takes place be carried out in the presence of two witnesses not connected with the railway. If a contravention is established, the



expenses arising out of the examination shall be defrayed by the holder of the luggage registration voucher.

3. In the event of a contravention of the provisions of Article 16 or 17 of this Convention, the holder of the luggage registration voucher shall pay a surcharge in addition to any difference in carriage charges payable and, if appropriate, compensation for any loss or damage caused.

The following surcharge shall be paid on each kilogramme gross weight of the articles not acceptable for carriage as luggage:

- (a) At a rate of three francs, but not less than six francs in all, if the articles include substances which are not acceptable for carriage as goods under Annex I to the International Convention concerning the Carriage of Goods by Rail (CIM);
- (b) At a rate of two francs, but not less than four francs in all, in any other case of contravention of the provisions of Article 16 or 17 of this Convention.

#### *Article 19.* PACKING AND CONDITION OF LUGGAGE

1. Luggage in a defective state or condition or which is inadequately packed or which shows obvious signs of damage may be refused by the railway. Should it be accepted, however, the railway shall be entitled to enter an appropriate note on the luggage registration voucher. Acceptance by the passenger of a voucher endorsed with such a note shall be treated as an acknowledgement by the passenger that the condition of the luggage is as described.

2. Articles of luggage shall be marked in a sufficiently durable manner with the name and address of the passenger and the destination station.

3. Old labels, addresses or other marks relating to previous journeys shall be removed or rendered illegible by the passenger.

#### *Article 20.* REGISTRATION AND CARRIAGE OF LUGGAGE

1. Luggage shall be registered only on production of a valid ticket available at least as far as the destination of the luggage and by the route indicated on the ticket.

If the ticket is available by more than one route, or if the destination is served by more than one station, the passenger shall specify precisely the route to be followed or the station to which the luggage is to be registered. The railway shall not be liable for any consequences arising out of the passenger's failure to comply with this requirement.

If the tariffs so provide, a passenger may, during the period of availability of his ticket, register luggage either direct for the whole journey from the forwarding station to the destination station or for any portion thereof.

The tariffs shall determine whether, and on what conditions, luggage may be accepted for carriage by a route other than that indicated on the ticket produced or without production of a ticket. If the tariffs provide that luggage may be accepted for carriage without production of a ticket, the provisions of this Convention determining the rights and duties of passengers travelling with their luggage shall apply to persons despatching registered luggage without producing tickets.

2. The carriage charges for luggage shall be paid on registration.

3. In all other respects, the formalities with regard to registration of luggage shall be determined by the laws and regulations in force at the forwarding station.

4. The tariffs may make special provision for the registration of invalid chairs, perambulators and mail-carts, sports equipment, bicycles and motor vehicles.

5. The passenger may, subject to the regulations in force at the forwarding station, indicate the train by which the luggage is to be despatched. If he does not do so the luggage shall be forwarded by the first appropriate train.

If the luggage has to be transferred at a junction, carriage shall be effected by the first train by which, under the national regulations, the normal luggage service can be ensured.

Luggage shall only be forwarded in the above-mentioned manner if the formalities required by the Customs and other administrative authorities at departure or during the journey so permit.

Railways shall have the right to refuse or restrict the carriage of luggage in certain trains or categories of train.

#### *Article 21. LUGGAGE AND REGISTRATION VOUCHER*

1. At the time luggage is registered, a registration voucher shall be issued to the passenger. On receipt thereof the passenger shall make sure that it has been made out in accordance with his instructions.

2. Luggage registration vouchers in respect of international traffic shall be in the form set out in Annex I to this Convention and shall contain the following particulars:

- (a) The names of the stations of despatch and destination;
- (b) The route;
- (c) The date on which the luggage is handed in for carriage and the train for which it is intended;
- (d) The number of tickets unless the luggage is handed in for carriage without production of a ticket;
- (e) The number of pieces of luggage and their weight;
- (f) The amount of the carriage charges and any other charges;
- (g) Where applicable, the amount in figures and in words of the sum representing interest in delivery, declared under Article 22 of this Convention.

For certain traffic or consignments the tariffs may provide for modifications in the form and contents of the luggage registration voucher.

3. The language in which the luggage registration vouchers are to be printed and made out shall be determined by the tariffs or by agreements between railways.

#### *Article 22. DECLARATION OF INTEREST IN DELIVERY*

1. A declaration of interest in delivery may be made in respect of luggage. Any such declaration shall be entered on the luggage registration voucher as required by Article 21 (2) (g) of this Convention.

The amount of the interest declared shall be shown in the currency of the country of departure or in any other currency authorised by the tariffs.

2. The charge for interest in delivery shall be determined by the international tariffs.

#### *Article 23. DELIVERY*

1. Luggage shall be delivered on surrender of the luggage registration voucher. The railway shall not be required to establish that the holder of the voucher is entitled to take delivery.

2. The holder of the luggage registration voucher is entitled to require delivery of the luggage at the office of the destination station as soon as sufficient time has elapsed after the arrival of the train on which it should have been carried for it to be put at his disposal and, if need be, for the completion of any formalities required by the Customs and other administrative authorities.

3. Failing surrender of the luggage registration voucher the railway shall only be obliged to hand over the luggage if the person claiming it proves his right to it; if the

person's right to claim appears insufficiently substantiated, the railway may require security to be given.

4. Luggage shall be delivered at the station to which it was registered: if, however, the holder so requests in good time, and if circumstances permit and customs regulations or the regulations of other administrative authorities are not thereby contravened, luggage may be handed back at the forwarding station or delivered at an intermediate station on surrender of the registration voucher and, if the tariff so requires, on production of the ticket.

5. The holder of a registration voucher whose luggage has not been delivered in accordance with paragraph 2 of this Article may require the date and time when he claimed delivery to be endorsed on the voucher.

6. A passenger may refuse to take delivery of luggage until any verification has taken place which he may require in order to establish alleged damage.

7. In all other respects, delivery shall be subject to the laws and regulations in force on the railway responsible for delivery.

### Chapter III. *PROVISIONS APPLICABLE TO THE CARRIAGE OF PASSENGERS AND LUGGAGE*

#### *Article 24. TARIFFS. PRIVATE AGREEMENTS*

1. International tariffs established by railways shall contain all the special conditions governing carriage, all the information necessary for calculating fares and other charges, and shall specify where necessary the conditions under which rates of exchange will be taken into account.

2. Publication of tariffs shall be compulsory only in those States whose railways participate in such tariffs as railways of departure or destination. Tariffs and amendments thereto shall come into force on the date specified in the document in which they are published. Increases in tariffs, and any other measures that have the effect of making the conditions of carriage prescribed in such tariffs more onerous, shall not come into force until at least six days after their publication.

Amendments to the fares and other charges provided for in the international tariffs made in order to take account of fluctuations in rates of exchange as well as corrections of obvious errors shall come into force on the day after their publication.

3. At every station which is open for international traffic, facilities shall be given for the passenger to acquaint himself with the tariffs or with extracts therefrom showing the prices of international tickets obtainable at that station, and the corresponding luggage charges.

4. The tariffs shall be applied to all users on the same conditions.

Railways may with the consent of their Governments enter into private agreements for reduced charges or other advantages, provided that comparable conditions are afforded to passengers in comparable circumstances.

Reductions in the charges may be granted for the purpose of railway or public services or for charitable, educational or instructional purposes.

Publication of the measures taken by virtue of the second and third sub-paragraphs above shall not be compulsory.

#### *Article 25. FORMALITIES REQUIRED BY THE CUSTOMS AND OTHER ADMINISTRATIVE AUTHORITIES*

Passengers shall comply with the regulations promulgated by the Customs and other administrative authorities concerning their own persons and the examination of their

luggage and hand luggage. Passengers shall be present at such examination unless otherwise provided by law or by regulations. The railway shall be under no liability towards passengers who disregard these obligations.

*Article 26. REFUNDS AND ADDITIONAL PAYMENTS*

1. When a passenger has not started his journey he is entitled, on surrender of his ticket, to a refund of the fare paid.

2. When a ticket has only been used for part of the journey the passenger is entitled, on surrender of his ticket, to a refund of the difference between the fare paid and the fare he would have paid for the journey made.

3. When, owing to shortage of seats in the class for which it was issued, a ticket has been used to travel in a class lower than that indicated on the ticket, a refund shall be made, against surrender of the ticket, of the difference between the fare paid and the fare for the class used.

4. The railway shall be entitled to require the passenger to produce evidence in support of any claim for a refund.

In the cases provided for in paragraph 2 of this Article the passenger shall, in particular, produce a certificate which can be obtained, on request, at the intermediate station concerned.

In the cases provided for in paragraph 3 of this Article the passenger shall, in particular, produce a certificate by the railway confirming that he did, on the journey in question, travel in a compartment of a class lower than that in which his ticket entitled him to travel.

5. No refund shall be made of taxes, additional charges for reservation of seats, the cost of making up tickets into booklets or commission on the sale of tickets, unless the passenger was not able to start his journey or continue it owing to the late running or cancellation of a train or to an interruption in the service.

A charge of 10 per centum with a minimum of 0 fr. 50 and a maximum of 3 fr. per ticket plus postage, if any, shall be deducted from the amount to be refunded; such deduction, however, shall not be made if, in the case provided for in paragraph 1 of this Article, the ticket is returned on the day of issue to the issuing office, nor in a case when it has not been possible to start the journey or continue it owing to the late running or cancellation of a train or to an interruption in the service.

6. When tickets are issued at reduced fares or are only valid with seat reservation tickets, tariffs may provide for the exclusion of refunds or for their payment only subject to certain conditions; tickets issued at reduced fares for children under Article 6 of this Convention shall not be regarded as tickets issued at reduced fares for the purposes of this provision.

7. Where a passenger has claimed a refund of luggage charges for the whole or part of the journey, such refund shall be made subject to the following conditions:

A charge of 0 fr. 50 per registration voucher and taxes, if any, shall in all cases be deducted from the amount to be refunded.

If the luggage is taken back by the passenger before it has left the forwarding station, the carriage charges shall be refunded; if the luggage is collected by him at an intermediate station, the passenger shall obtain a certificate to that effect from that station which shall be attached to the claim for a refund.

8. The tariffs may include conditions which differ from those mentioned above provided they are not less favourable to the passenger.

9. No claim for a refund based on the provisions of this Article, or on those of Article 12 of this Convention, will be accepted unless made to the railway within a period

of six months from the expiry of the period of availability of the ticket or the date of issue of the luggage registration voucher as the case may be.

10. Where the tariff has been incorrectly applied, or the carriage or other charges have been miscalculated, overcharges shall be refunded by the railway and undercharges paid by the passenger.

11. Where an overcharge exceeding 0 fr. 50 on a ticket or luggage registration voucher has been discovered by the railway the person concerned shall, if possible, be notified thereof and the excess refunded to him as soon as possible.

12. Overcharges to be refunded by the railway or undercharges to be paid by the passenger shall be calculated at the official rate of exchange for the day on which the original charges were made; if repayment is made in a currency other than that in which the original payment was made, the rate applicable shall be that on the day on which the repayment is made.

13. In all cases not provided for in this Article, and in the absence of agreements between railways, the laws and regulations in force in the country of departure shall apply.

#### *Article 27.* DISPUTES

Disputes between passengers or between passengers and railway servants shall be settled provisionally by the appropriate station official if they take place in a station or by the guard if they take place on a train.

### PART III. LIABILITY. LEGAL PROCEEDINGS

#### Chapter I. LIABILITY

##### *Article 28.* LIABILITY ARISING OUT OF THE CARRIAGE OF PASSENGERS, HAND LUGGAGE AND ANIMALS

1. The liability of a railway in respect of death, injury or other bodily harm sustained by a passenger, and in respect of loss or damage resulting from the late arrival or cancellation of a train or loss of a connection, shall be determined by the laws and regulations of the State in which the fact causing such death, injury, bodily harm, loss or damage occurred. The following Articles of this part of the Convention shall not apply in such cases.

2. A railway shall not be liable in respect of hand luggage and animals the care of which is the responsibility of the passenger under Article 13 (5) unless the loss or damage was caused by any wrongful act or neglect on the part of the railway.

3. No joint liability shall exist in such cases.

##### *Article 29.* COLLECTIVE RESPONSIBILITY OF THE RAILWAYS FOR LUGGAGE

1. The railway which has accepted luggage for carriage and issued an international luggage registration voucher in respect of it shall be responsible for ensuring that carriage is effected over the entire route up to delivery.

2. Each succeeding railway, by the act of taking over the luggage, shall participate in the performance of the contract of carriage and shall be subject to the resulting obligations. Nothing in this paragraph shall derogate from the provisions of Article 43 (2) of this Convention relating to the railway of destination.

*Article 30.* EXTENT OF LIABILITY

1. The railway shall be liable for delay in delivery, for total or partial loss of luggage, and for damage thereto occasioned between the time of acceptance for carriage and the time of delivery.

2. The railway shall, however, be relieved of liability if the delay in delivery or the loss or damage was caused by the wrongful act or neglect of the passenger, by the instructions of the passenger given otherwise than as a result of the wrongful act or neglect on the part of the railway, by inherent vice of the luggage or through circumstances which the railway could not avoid and the consequences of which it was unable to prevent.

3. The railway shall be relieved of liability when the loss or damage arises from the special risks inherent in the nature of the luggage or from the absence or inadequacy of packing or from the fact that articles not acceptable for carriage have nevertheless been despatched as luggage.

*Article 31.* BURDEN OF PROOF

1. The burden of proving that delay in delivery, loss or damage was due to one of the causes specified in Article 30 (2) of this Convention shall rest upon the railway.

2. When the railway establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the special risks referred to in Article 30 (3) of this Convention, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

*Article 32.* PRESUMPTION OF LOSS OF LUGGAGE.  
POSITION IF SUBSEQUENTLY RECOVERED

1. The person entitled to make a claim for the loss of luggage may, without being required to furnish further proof, treat a missing article of luggage as lost when it has not been delivered within fourteen days after a request for delivery has been made in accordance with Article 23 (2) of this Convention.

2. If an article of luggage which has been treated as lost is recovered within one year after the request for delivery, the railway shall give notice thereof to the person so entitled if his address is known or can be ascertained.

Within thirty days following receipt of such notification, the person entitled as aforesaid may require the luggage to be delivered to him at any station on the route against payment of the carriage charges from the forwarding station to the station where delivery is made and against refund of the compensation he has received less any charges included therein, but without prejudice to any claims to compensation for delay under Article 35 of this Convention and, where appropriate, under Article 36 of this Convention.

If the article of luggage recovered has not been claimed within the said period of thirty days or if it has not been recovered until more than one year from the request for delivery, the railway shall be entitled to dispose of it in accordance with the laws and regulations of the State to which the railway belongs.

*Article 33.* AMOUNT OF COMPENSATION FOR LOSS OF LUGGAGE

When, under the provisions of this Convention, a railway is liable for compensation in respect of total or partial loss of luggage, such compensation shall be as follows:

- (a) If the amount of the loss or damage suffered by the passenger is established: a sum equal to that amount but not exceeding 40 francs per kilogramme of gross weight missing;

(b) If the amount of such loss or damage is not established: a sum by way of liquidated damages calculated at a rate of 20 francs per kilogramme of gross weight missing.

In addition, carriage charges, customs duties and other expenses referable to carriage of the missing luggage shall be refunded but no further damages shall be payable.

*Article 34.* AMOUNT OF COMPENSATION FOR DAMAGE TO LUGGAGE

In the case of damage to luggage, the railway shall be liable for the amount by which the luggage has diminished in value, but no further damages shall be payable.

Compensation may not, however, exceed:

- (a) If all the luggage has been damaged, the amount which would have been payable had it all been lost;
- (b) If only part of the luggage has been damaged, the amount which would have been payable had that part been lost.

*Article 35.* AMOUNT OF COMPENSATION FOR DELAY IN DELIVERY OF LUGGAGE

1. In the event of delay in delivery the railway shall, in the absence of proof by the claimant that he has suffered loss or damage thereby, pay compensation at the rate of twenty centimes per kilogramme gross weight of the luggage delivered late in respect of each period of twenty-four hours or part thereof after delivery has been requested, but subject to a maximum of fourteen days.

2. If it is proved that loss or damage has in fact resulted from the delay, compensation not exceeding four times the compensation specified in paragraph 1 of this Article shall be payable.

3. The compensation provided for in paragraphs 1 and 2 above shall not be payable in addition to that due in respect of total loss of the luggage.

In the case of partial loss, such compensation shall be payable, where appropriate, in respect of that part of the luggage which has not been lost.

In the case of damage, such compensation may, where appropriate, be additional to that provided for in Article 34 of this Convention.

In any case, compensation payable under paragraphs 1 and 2 of this Article, together with that payable under Articles 33 and 34 of this Convention, shall not, in the aggregate, exceed the compensation which would be payable in respect of total loss of the luggage.

4. In the event of delay in delivery of motor cars, trailers and motor cycles with sidecars carried as luggage, the railway shall not be obliged to pay compensation unless loss or damage is proved; compensation shall not exceed the amount of the carriage charges.

*Article 36.* AMOUNT OF COMPENSATION IN CASE OF DECLARATION  
OF INTEREST IN DELIVERY

If a declaration of interest in delivery has been made, compensation for additional loss or damage proved may be claimed, in addition to the compensation provided for in Articles 33, 34 and 35 of this Convention, up to the total amount of the interest declared.

*Article 37.* AMOUNT OF COMPENSATION IN CASE OF WILFUL MISCONDUCT  
OR GROSS NEGLIGENCE ON THE PART OF THE RAILWAY

In all cases where delay in delivery, or total or partial loss of or damage to the luggage, has been caused through wilful misconduct or gross negligence on the part of the railway, full compensation shall be payable by the railway for the damage proved. In the case of gross negligence, however, liability shall be limited to twice the maxima specified in Articles 33, 34, 35 and 36 of this Convention.

*Article 38. INTEREST ON COMPENSATION. REPAYMENT OF COMPENSATION*

1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per centum per annum, shall, however, be payable only when the compensation exceeds ten francs in respect of luggage which is the subject of any one luggage registration voucher. Such interest shall accrue from the date of the claim referred to in Article 41 of this Convention or, if no such claim has been made, from the date on which legal proceedings are instituted.

2. Any compensation unwarrantably obtained shall be refunded.

*Article 39. LIABILITY OF RAILWAYS FOR THEIR SERVANTS*

The railway shall be liable in respect of servants in its own employ and in respect of any other persons whom it employs to perform carriage for which it is responsible.

If, however, railway servants, at the request of a passenger, render services which the railway itself is under no obligation to render, they shall be deemed to do so on behalf of the passenger to whom the services are rendered.

*Article 40. BRINGING OF EXTRACONTRACTUAL ACTIONS*

No action of any kind shall be brought against a railway in respect of its liability under Article 30 (1) of this Convention except subject to the conditions and limitations laid down in this Convention.

The same shall apply to any action brought against persons for whom the railway is liable under Article 39 of this Convention.

Chapter II. *CLAIMS. ACTIONS. PROCEDURE AND LIMITATION*

*Article 41. CLAIMS*

1. Claims relating to the contract of carriage shall be made in writing to the railway specified in Article 43 of this Convention.

2. Such a claim may be made by persons who have the right to sue the railway under Article 42 of this Convention.

3. Tickets, luggage registration vouchers, and also any other documents which a claimant thinks it advisable to attach to his claim, shall be produced either in the original or by copies duly authenticated if the railway so requires.

On settlement of the claim, the railway may require the surrender of tickets or luggage registration vouchers.

*Article 42. PERSONS WHO MAY BRING AN ACTION AGAINST THE RAILWAY*

An action arising out of the contract of carriage may only be brought against the railway by a person who produces the ticket or luggage registration voucher, as the case may be, or failing that, furnishes other proof of his right to sue.

*Article 43. RAILWAYS AGAINST WHICH AN ACTION MAY BE BROUGHT*

1. An action to recover sums paid under the contract of carriage may be brought either against the railway which has collected the sum in question or against the railway on whose behalf the payment beyond entitlement was received.

2. Other actions arising out of the contract of carriage may only be brought against the forwarding railway, the railway of destination or the railway on which the cause of action arose.

Such actions may be brought against the railway of destination although it has received neither the luggage nor the waybill.



3. If the claimant has a choice as to which railway he will sue, his right to choose shall be extinguished when he brings an action against any one of these railways.

4. A right of action may, nevertheless, be exercised against a railway other than those specified in paragraphs 1 and 2 above by way of counterclaim or by way of set-off to an action based on the same contract of carriage.

#### *Article 44. JURISDICTION*

Actions brought under this Convention may only be instituted in the competent court of the State to which the defendant railway belongs, unless otherwise provided in agreements between States or in any licence or other document authorising the operation of that railway.

Where an undertaking operates independent railway systems in different States, each system shall be regarded as a separate railway for the purposes of this Article.

#### *Article 45. VERIFICATION OF PARTIAL LOSS OF OR DAMAGE TO LUGGAGE*

1. When partial loss of luggage or damage to luggage is discovered or presumed by the railway or alleged by the person entitled to the luggage, the railway shall, without delay, and if possible in the presence of such person, have a report drawn up setting forth, according to the nature of the loss or damage, the condition of the luggage, its weight and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.

A copy of this report shall be supplied to the person entitled to the luggage if he so requests, free of charge.

2. Should the person entitled to the luggage not accept the terms of the report, he may require verification to be made, according to law, of the condition and weight of the luggage and of the cause and amount of the loss or damage; the procedure to be followed shall be governed by the laws and regulations of the State in which such verification takes place.

3. In the case of loss of an article of luggage, the claimant shall, to facilitate the enquiries made by the railway, give as accurate a description as possible of the missing article.

#### *Article 46. EXTINCTION OF RIGHTS OF ACTION AGAINST THE RAILWAY ARISING OUT OF THE CONTRACT OF CARRIAGE OF LUGGAGE*

1. Acceptance of luggage by the person entitled thereto shall extinguish all rights of action against the railway for delay in delivery, partial loss, or damage.

2. Nevertheless, the right of action shall not be extinguished:

- (a) If the person entitled to the luggage furnishes proof that the loss or damage was caused by wilful misconduct or gross negligence on the part of the railway;
- (b) In the case of a claim for delay in delivery made against one of the railways specified in Article 43 (2) of this Convention within a period not exceeding twenty-one days excluding the day on which the luggage was accepted by the person entitled to receive it;
- (c) In the case of a claim for partial loss or for damage:
  - (i) If the loss or damage was discovered before the acceptance of the luggage by the person entitled to it in accordance with Article 45 of this Convention;

- (ii) If the verification which should have been made under Article 45 was omitted solely through the wrongful act or neglect of the railway;
- (d) In the case of claims for loss or damage which is not apparent and is not discovered until after acceptance of the luggage by the person entitled to it, provided that:
  - (i) Immediately after discovery of the loss or damage and in any event within three days of the acceptance of the luggage, the person entitled asks for a verification in accordance with Article 45 of this Convention; when this period terminates on a Sunday or a legal holiday it shall be extended until the next working day; and
  - (ii) The person entitled to the luggage proves that the loss or damage occurred between acceptance for carriage and delivery.

*Article 47. LIMITATION OF ACTIONS ARISING OUT OF THE CONTRACT OF CARRIAGE*

1. The period of limitation for an action arising out of the contract of carriage shall be one year.

Nevertheless, the period of limitation shall be three years in the case of:

- (a) An action for loss or damage caused by wilful misconduct;
- (b) An action for fraud.

2. The period of limitation shall begin to run:

- (a) In actions for compensation for delay in delivery, partial loss or damage: from the date of actual delivery;
- (b) In actions for compensation for total loss: from the date when delivery should have taken place;
- (c) In actions for payment or refund of carriage charges, supplementary charges or surcharges, or actions for adjustment of charges in the event of the tariff being wrongly applied or an error in calculation being made: from the date of payment or, if payment has not been made, from the date when payment should have been made;
- (d) In actions to recover additional duty demanded by Customs authorities: from the date of demand;
- (e) In all other actions concerning the carriage of passengers: from the date of expiry of the period of availability of the ticket.

The day on which the period of limitation begins to run shall not be included in the period.

3. When a claim is made in writing to a railway in accordance with Article 41 of this Convention, the period of limitation shall be suspended until such date as the railway rejects the claim by notification in writing and returns the documents attached thereto. If part of the claim is admitted, the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim or of the reply and of the return of the documents shall rest with the party relying upon these facts.

The running of the period of limitation shall not be suspended by further claims having the same object.

4. A right of action which has become barred by lapse of time may not be exercised by way of counterclaim or set-off.

5. Subject to the foregoing provisions, the suspension of periods of limitation and fresh accrual of rights of action shall be governed by the laws and regulations of the State in which the action is brought.

### Chapter III. SETTLEMENT OF ACCOUNTS. RIGHTS OF RECOVERY BETWEEN RAILWAYS

#### *Article 48.* SETTLEMENT OF ACCOUNTS BETWEEN RAILWAYS

Any railway which has collected or ought to have collected fares or charges shall pay to the railways concerned their respective shares of such fares or charges.

#### *Article 49.* RIGHT TO RECOVER COMPENSATION FOR LOSS OF OR DAMAGE TO LUGGAGE

1. The railway which has paid compensation in compliance with the provisions of this Convention, in respect of total or partial loss of or damage to luggage, shall be entitled to recover such compensation from the other railways which have taken part in the carriage, subject to the following provisions:

- (a) The railway responsible for the loss or damage shall be solely liable therefor;
- (b) When the loss or damage has been caused by the action of several railways, each shall be liable for the loss or damage it has caused. If in any case such a distinction cannot be made, the amount of the compensation payable shall be shared by those railways in accordance with the principles laid down in (c) below;
- (c) If it cannot be proved which railway or railways caused the loss or damage, the amount of compensation shall be apportioned between the railways which have taken part in the carriage, other than those which can prove that the loss or damage did not occur on their lines. Such apportionment shall be made proportionately to the tariff distances in kilometres.

2. In the event of the insolvency of any one of the railways, the unpaid share due from it shall be divided among the other railways which have taken part in the carriage, in proportion to the tariff distances in kilometres.

#### *Article 50.* RIGHT TO RECOVER COMPENSATION FOR DELAY IN DELIVERY

The rules laid down in Article 49 of this Convention shall apply where compensation is paid for delay in delivery. If the delay has been caused by irregularities which are shown to have occurred on more than one railway, the amount of the compensation shall be divided between such railways in proportion to the length of the delay occurring on their respective systems.

#### *Article 51.* PROCEDURE FOR RECOVERY

1. No railway, against which a claim is made under Articles 49 and 50 of this Convention, shall be entitled to dispute the validity of the payment made by the administration making the claim if the amount of the compensation was determined by judicial authority after the said railway had been duly served with process and afforded an opportunity of entering an appearance. The court trying the action shall determine, according to the circumstances, what time shall be allowed for such notification and the entering of an appearance.

2. A railway wishing to take proceedings to enforce its right of recovery shall make all other railways concerned, with which it has not reached a settlement, defendants in the same action; if this is not done, the right of recovery of the plaintiff railway against any railway not so made a defendant shall be extinguished.

3. The court shall adjudicate on the same occasion upon all claims for recovery being tried in the same proceedings.

4. The railways made defendants in accordance with the provisions of paragraph 2 of this Article shall not be entitled to bring further proceedings for recovery against another railway.

5. When an action for compensation has been brought by an outside party against a railway, that action shall not be combined with an action by that railway for recourse against another railway.

*Article 52. JURISDICTION IN ACTIONS FOR RECOVERY*

1. The courts of the country in which the defendant railway has its principal place of business shall have exclusive jurisdiction in all actions for recovery.

2. When the action is brought against several railways the plaintiff railway shall be entitled to elect in which of the courts having jurisdiction under paragraph 1 of this Article it will bring the proceedings.

*Article 53. AGREEMENTS GOVERNING RIGHTS OF RECOVERY*

The railways may enter into agreements which differ from the rules of recovery set out in this chapter.

PART IV. MISCELLANEOUS PROVISIONS

*Article 54. APPLICATION OF NATIONAL LAW*

In the absence of provisions in this Convention, the national laws and regulations relating to transport in each State shall apply.

*Article 55. GENERAL RULES OF PROCEDURE*

In the case of legal proceedings arising out of carriage under this Convention, the procedure to be followed shall be that of the competent tribunal, subject to any provisions to the contrary in the Convention.

*Article 56. EXECUTION OF JUDGMENTS. ATTACHMENT  
AND SECURITY FOR COSTS*

1. Judgments entered by the competent court under the provisions of this Convention after trial, or by default, shall, when they have become enforceable under the law applied by that court, become enforceable in any of the other Contracting States as soon as the formalities required in the State concerned have been complied with. The merits of the case shall not be the subject of further proceedings.

The foregoing provisions shall not apply to interim judgments nor to awards of damages, in addition to costs, against a plaintiff who fails in his action.

2. Debts arising out of international traffic and due from one railway to another which does not belong to the same State may only be attached under a judgment given by the courts of the State to which the creditor railway belongs.

Rolling stock belonging to a railway, as well as all transport equipment belonging to a railway, such as containers, loading appliances, tarpaulin sheets, etc., may not be attached on any territory other than that of the State to which the owning railway belongs except under a judgment given by the courts of that State.

Private owners' wagons, as well as all transport equipment contained in such wagons and belonging to the owner of the wagon, may not be attached on any territory other than that of the State in which the owner has his principal place of business, except under a judgment given by the courts of that State.

4. Security for costs shall not be required in proceedings founded on an international contract of carriage.

*Article 57.* MONETARY UNIT, RATE OF EXCHANGE OR ACCEPTANCE  
OF FOREIGN CURRENCY

1. The amounts stated in francs in this Convention or the Annexes thereto shall be deemed to relate to the gold franc weighing 10/31 of a gramme and being of millesimal fineness 900.

2. Each railway shall publish the rates at which it will convert sums expressed in foreign currencies but paid in the currency of the country to which the railway belongs (rate of exchange).

3. A railway which accepts payment in foreign currencies shall likewise publish the rates at which those currencies will be accepted (rate of acceptance).

*Article 58.* CENTRAL OFFICE FOR INTERNATIONAL RAILWAY TRANSPORT

1. In order to facilitate and ensure the operation of this Convention there shall be a Central Office for International Railway Transport which shall have the following duties:

- (a) To receive communications from any Contracting State and any railway concerned and to communicate them to the other States and railways;
- (b) To collect, collate and publish information of every kind concerning international transport services;
- (c) To facilitate between the various railways financial relations arising out of international transport services and recovery of outstanding debts and to this end to ensure the continuance of proper relations between the railways;
- (d) To undertake, at the request of a Contracting State or of a transport undertaking with lines or services scheduled in the list provided for in Article 59 of this Convention, the task of conciliation, by offering its good offices or mediation or otherwise, with a view to settling disputes between such States or undertakings arising out of the interpretation or application of this Convention;
- (e) To give, at the request of the parties, whether States, transport undertakings or users, an advisory opinion concerning disputes arising out of the interpretation or application of this Convention;
- (f) To assist in the determination by arbitration of disputes arising out of the interpretation or application of this Convention;
- (g) To examine requests for the amendment of this Convention and to propose, when necessary, that the Conferences provided for in Article 68 of this Convention be convened.

2. The location, composition, organisation and finance of the aforesaid Office, and its administration and control, shall be regulated by the provisions of Annex II to this Convention.

*Article 59.* LIST OF LINES TO WHICH THE CONVENTION APPLIES

1. The Central Office provided for in Article 58 of this Convention shall compile and keep up to date the list of the lines to which this Convention applies. For this purpose Contracting States shall notify the Office of any addition to the list or any removal therefrom of the lines of a railway or the services of an undertaking referred to in Article 2 of this Convention.

2. The addition of a new line for the purpose of international traffic shall not be effective until one month after the date of the letter from the Central Office notifying the other States of the inclusion of that line in the list.

3. The Central Office shall remove a line from the list immediately on receipt of notification from the Contracting State at whose request the line was included in the list that the requirements of the Convention in respect of that line can no longer be fulfilled.

4. The receipt of notification from the Central Office shall be sufficient authority for any railway to discontinue immediately all international traffic relations in regard to a line removed from the list, except in respect of traffic already in transit, which shall be carried to its destination.

*Article 60.* SUPPLEMENTARY PROVISIONS

Any supplementary provisions which Contracting States or participating railways may publish with a view to the operation of this Convention shall be notified by them to the Central Office.

These supplementary provisions may be put into force on the railways which have adopted them, in the manner required by the laws and regulations of each State, but they may not derogate from the provisions of this Convention.

The Central Office shall be notified of the coming into force of such supplementary provisions.

*Article 61.* REGULATION OF DISPUTES BY ARBITRATION

1. Whether this Convention is applied by national law or by contract, disputes concerning the interpretation or the application of the Convention and of any supplementary provisions promulgated by certain Contracting States may, at the request of the parties and provided they cannot be settled by the parties themselves, be submitted to arbitration tribunals the composition and procedure of which form the subject of Annex IV to this Convention.

2. Nevertheless, in the case of disputes between States, the parties are not bound by the provisions of Annex IV and may freely determine the composition of the arbitration tribunal and the arbitration procedure.

3. At the request of the parties the arbitration procedure may be invoked:

- (a) Without prejudice to any right of the parties to have recourse to other legal procedure for the settlement of disputes,
  - (i) In respect of disputes between Contracting States,
  - (ii) In respect of disputes between Contracting States on the one hand and non-Contracting States on the other,
  - (iii) In respect of disputes between non-Contracting States,if, in the case of (ii) and (iii) above, the Convention is applied by national law or by contract;
- (b) In respect of disputes between transport undertakings;
- (c) In respect of disputes between transport undertakings and users;
- (d) In respect of disputes between users.

4. The commencement of arbitration proceedings shall have the same effect as the institution of an action in the ordinary courts has on the suspension of periods of limitation and the fresh accrual of rights of action.

5. Awards made by arbitration tribunals against transport undertakings or users shall become enforceable in each of the Contracting States as soon as the formalities required by the State in which enforcement is to take place have been complied with.

PART V. SPECIAL PROVISIONS

*Article 62.* LIABILITY IN RESPECT OF RAIL-SEA TRAFFIC

1. In rail-sea transport by the services referred to in Article 2 (1) of this Convention each State may, by requesting that a suitable note be included in the list of lines governed

by the Convention, indicate that the following grounds of exemption from liability will apply in their entirety in addition to those provided for in Article 30 of this Convention.

The carrier may only avail himself of these grounds of exemption if he proves that the delay in delivery, loss or damage occurred in the course of carriage by sea between the time when the luggage was loaded on board the ship and the time when it was unloaded from the ship.

The grounds of exemption are as follows:

- (a) Act, neglect or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;
- (b) Unseaworthiness of the ship, if the carrier proves that the unseaworthiness was not due to lack of due diligence on his part to make the ship seaworthy, to secure that it is properly manned, equipped and supplied or to make all parts of the ship in which luggage is carried fit and safe for its reception, carriage and preservation;
- (c) Fire, if the carrier proves that it was not caused by his act or default, or that of the master, mariner, pilot, or that of the carrier's servants;
- (d) Perils, dangers and accidents of the sea or other navigable waters;
- (e) Saving or attempting to save life or property at sea.

The above grounds of exemption do not affect the general obligations of the carrier and, in particular, his obligation to exercise due diligence to make the ship seaworthy, to secure that it is properly manned, equipped and supplied and to make all parts of the ship in which luggage is carried fit and safe for its reception, carriage and preservation.

Even when the carrier can rely on the foregoing grounds of exemption, he shall nevertheless remain liable if the person entitled to claim proves that the delay in delivery, loss or damage is due to the wrongful act or neglect of the carrier, master, mariner, pilot, or of the carrier's servants other than that referred to in (a) above.

2. Where the same sea route is served by several undertakings included in the list provided for in Article 1 of this Convention, the rules of liability shall be the same for all those undertakings.

In addition where such undertakings have been included in the list at the request of several States, the adoption of such rules of liability shall be the subject of prior agreement between those States.

3. The measures taken under this Article shall be notified to the Central Office. They shall not come into force before the expiry of thirty days from the date of the letter by which the Central Office notified such measures to the other States.

Luggage in transit shall not be affected by such measures.

#### *Article 63.* LIABILITY IN CASE OF NUCLEAR INCIDENTS

The railway shall not be liable under this Convention for loss or damage caused by a nuclear incident when pursuant to special provisions in force in a Contracting State governing liability in the field of nuclear energy the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage.

### PART VI. FINAL PROVISIONS

#### *Article 64.* SIGNATURE

This Convention, of which the Annexes form an integral part, shall remain open until 1st May, 1961, for signature by the States which have been invited to be represented at the Ordinary Revision Conference.

*Article 65. RATIFICATION. COMING INTO FORCE*

This Convention shall be subject to ratification and the instruments of ratification shall be deposited with the Swiss Government as soon as possible.

When the Convention has been ratified by fifteen States, the Swiss Government shall consult the Governments concerned with a view to examining with them the possibility of bringing the Convention into force.

*Article 66. ACCESSION TO THE CONVENTION*

1. Any non-signatory State wishing to accede to this Convention shall address its application to the Swiss Government, who shall transmit it to all the Contracting States together with a note from the Central Office on the position of the railways of the applicant State from the standpoint of international transport.

2. Unless within six months of the date of such notification at least two States have notified the Swiss Government of their opposition, the application shall be deemed to be accepted and the applicant State and all the Contracting States shall be notified accordingly by the Swiss Government.

In the contrary case, the Swiss Government shall notify all the Contracting States and the applicant State that examination of the application has been adjourned.

3. Every accession shall take effect one month after the date of the notification sent by the Swiss Government, or, if at the expiry of this period the Convention has not yet come into force, at the date of its coming into force.

*Article 67. DURATION OF THE OBLIGATION OF CONTRACTING STATES*

1. The duration of this Convention shall be unlimited. Any Contracting State may, however, withdraw subject to the following conditions:

The Convention shall have effect for every Contracting State until the 31st December of the fifth year following its coming into force. Any State wishing to withdraw at the expiry of this period shall notify its intention at least one year in advance to the Swiss Government, who shall inform all the other Contracting States.

Failing such notification within the period specified, each Contracting State shall remain bound by the Convention for a further period of three years, and shall continue to be so bound thereafter for three-year periods unless it denounces the Convention at least one year before the 31st December of the final year of one of the three-year periods.

2. States admitted as parties to the Convention during the five-year period or during one of the three-year periods shall be bound until the end of that period, and thereafter until the end of each of the following periods in so far as they have not denounced the Convention at least one year before the expiry of one such period.

*Article 68. REVISION OF THE CONVENTION*

1. Delegates of the Contracting States shall meet and revise the Convention not later than five years after the coming into force of this Convention and shall be summoned for that purpose by the Swiss Government.

A Conference shall be convened before that time on the request of at least one-third of the Contracting States.

With the agreement of the majority of the Contracting States, the Swiss Government may also invite non-Contracting States to attend.

With the agreement of the majority of the Contracting States, the Central Office may invite to the Conference representatives of:



- (a) Intergovernmental organisations which are concerned with transport matters;
- (b) International non-governmental organisations dealing with transport.

Participation in the proceedings by delegations of non-Contracting States and of the said international organisations shall be determined by the rule of procedure adopted at each Conference.

With the agreement of the majority of Governments of the Contracting States, the Central Office may, before Ordinary and Extraordinary Revision Conferences, convene Committees to make preliminary examinations of revision proposals. The provisions of Annex III to this Convention shall apply to such Committees, with any necessary modifications.

2. Upon the coming into force of a new Convention resulting from a Revision Conference, the preceding Convention shall thereby be rendered void even in respect of Contracting States which do not ratify the new Convention.

3. In the intervals between Revision Conferences, Articles 5, 8, 10, 12, 13, 14, 15, 16, 17, 20, 21, 27, 48, 49, 50 and 53 of this Convention and Annexes I and IV to this Convention may be amended by a Revision Committee. The composition and procedure of this Committee shall be in accordance with the provisions of Annex III to this Convention.

The decisions of the Revision Committee shall be notified without delay to the Governments of the Contracting States through the Central Office. The decisions shall be deemed to be accepted unless within three months from the date of such notification at least five Governments have lodged objections; and shall come into force on the first day of the sixth month following the month in which the Central Office shall have brought them to the notice of the Governments of the Contracting States. The Central Office shall indicate that date when communicating the decisions.

*Article 69.* TEXTS OF THE CONVENTION. OFFICIAL TRANSLATIONS

This Convention has been concluded and signed in the French language in accordance with established diplomatic practice.

In addition to the French text there shall be German, English and Italian texts having the status of official translations.

In case of divergence, the French text shall prevail.

[IN WITNESS WHEREOF, the plenipotentiaries hereinafter mentioned, furnished with full powers which have been found to be in good order and proper form, have signed this Convention.

DONE at Berne, this twenty-fifth day of February, one thousand nine hundred and sixty-one, in one original which shall be deposited in the Archives of the Swiss Confederation and an authentic copy of which shall be sent to each of the Parties.]

For Austria:

Dr. KREMPLER

For Belgium:

F. SEYNAEVE

For Bulgaria:

S. DRAGOMIROV

For Denmark:

TH. JENSEN

For Spain:

MARQUIS DE MIRAFLORES

For Finland:

OSMO ORKOMIES

For France:

E. DENNERY

For Greece:

A. HART-SOUTZOS

For Hungary:

SKONDA ÖDÖN

For Italy:

LUIGI BRANCA

For Lebanon:

RAÏF ABILLAMA

For Liechtenstein:

A. HILBE

For Luxembourg:

A. CLEMANG

For Norway:

HENR. A. BROCH

For the Netherlands:

H. E. SCHEFFER  
For the Kingdom in Europe

For Poland:

BATKOWSKI

For Portugal:

MARIO DIAS TRIGO

For Romania:

G. NISTORAN

For the United Kingdom of Great Britain and Northern Ireland:

J. S. ROOKE  
A. H. KENT

For Sweden:

CLAS NORDSTRÖM

For Switzerland:

SCHALLER

For Czechoslovakia:

JAN OBHLIDAL

For Turkey:

H. UGAN

For Yugoslavia:

V. NIKOLIĆ

ANNEX I  
(Article 21)

FORM OF LUGGAGE REGISTRATION VOUCHER

The form shall comprise three sheets on the following model. The railway administration shall determine which of these sheets are to be carbon copies.

1st sheet

110 mm	No. ....	International Carriage of Luggage					Φ
	(Name of railway administration)						
<b>Counterfoil of Luggage Registration Voucher</b>							
from ..... to .....							
via .....							
Date ..... 19.....	Number of tickets	Number of articles of luggage	Actual weight kg.	Carriage charges for luggage			
				Amount of charge per 10 kg.	} on gross weight of . . . . kg. } on weight in excess of free allowance . . . . kg.		
Train No. .....				(*) .....			
in figures		in words			Interest in delivery ..		
Supplementary charges .. .. .							
Total charge .. .. .							

150 mm  
2nd sheet

No. ....	International Carriage of Luggage					Φ	
(Name of railway administration)							
<b>Waybill</b>							
from ..... to .....							
via .....							
Date ..... 19.....	Number of tickets	Number of articles of luggage	Actual weight kg.	Carriage charges for luggage			
				Amount of charge per 10 kg.	} on gross weight of . . . . kg. } on weight in excess of free allowance . . . . kg.		
Train No. .....				(*) .....			
in figures		in words			Interest in delivery ..		
Supplementary charges .. .. .							
Total charge .. .. .							

\* The railways may complete this heading according to their requirements.  
Vol. 1101, I-16898

3rd sheet, front

No. ....	<b>International Carriage of Luggage</b>				
(Name of railway administration) <span style="float: right;">¢</span>					
<b>Luggage Registration Voucher</b>					
from ..... to .....					
via .....					
Date	Number of tickets	Number of articles of luggage	Actual weight kg.	Carriage charges for luggage	
19.....				Amount of charge per 10 kg. } on gross weight of.....kg.	
				} on weight in excess of free allowance.....kg.	
Train No.				(*) .....	
	in figures	in words		Interest in delivery ..	
	Supplementary charges .. .. .				
	Total charge .. .. .				

FOR CONDITIONS SEE BACK

3rd sheet, back

LUGGAGE WILL BE CARRIED SUBJECT TO THE PROVISIONS OF THE INTERNATIONAL CONVENTION CONCERNING THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV) AS EXTENDED TO PARTS OF NON-SIGNATORY OR NON-ADHERING STATES UNDER THE ADDITIONAL PROTOCOL DATED 25<sup>TH</sup> FEBRUARY, 1961, AND ALSO SUBJECT TO THE CONDITIONS OF THE TARIFFS WHICH ARE APPLICABLE.

Passengers are required to be present when the formalities of Customs and other administrative authorities are complied with except where this requirement is waived by the competent authorities.

The luggage referred to overleaf will be delivered on surrender of this voucher.

\* The railways may complete this heading according to their requirements.

[ A N N E X I I  
(Article 58)

REGULATIONS CONCERNING THE CENTRAL OFFICE  
FOR INTERNATIONAL RAILWAY TRANSPORT

*Article 1.* 1. The Central Office for International Railway Transport shall be situated at Berne under the auspices of the Swiss Government.

The administrative and financial control of its affairs shall, for the purposes of article 58 of this Convention, be entrusted to an Administrative Committee.

For this purpose the Administrative Committee shall:

- (a) Ensure the application by the Central Office of the Conventions and other instruments adopted by review conferences and, if necessary, recommend measures to be taken to facilitate the application of such Conventions and other instruments;
- (b) Give reasoned opinions on questions submitted to it by a Contracting State or by the director of the Office which may affect the work of the Central Office.

2. (a) The Administrative Committee shall meet at Berne. It shall be composed of nine members chosen from the Contracting States.

(b) Switzerland shall have a permanent seat on the Committee and shall serve as chairman. The other member States shall be appointed for five years. For each five-year period, a Diplomatic Conference shall determine on the advice of the current Administrative Committee, the composition of the Administrative Committee, having regard to an equitable geographical distribution of seats.

(c) If a vacancy occurs in the membership, the Administrative Committee shall appoint another Contracting State to fill the vacancy.

(d) Each member State shall appoint as its delegate to the Administrative Committee a person qualified by virtue of experience in international transport matters.

(e) The Administrative Committee shall determine its own constitution and rules of procedure.

It shall hold at least one ordinary meeting each year and extraordinary meetings at the request of three or more member States.

The secretariat of the Administrative Committee shall be supplied by the Central Office.

The minutes of the meetings of the Administrative Committee shall be sent to all Contracting States.

(f) The delegates of member States shall serve without remuneration and their travel expenses shall be borne by the States they represent.

3. (a) The Administrative Committee shall make regulations to govern the organization, functioning and status of the personnel of the Central Office. The Swiss Government shall put before them draft proposals to that effect.

(b) The Administrative Committee shall appoint the director, deputy director and advisers of the Central Office and the Swiss Government shall propose candidates for that purpose. In making such appointments, the Administrative Committee shall have special regard to the competence of the candidates and to equitable geographical distribution.

(c) The annual budget and the annual performance report of the Central Office shall be subject to the approval of the Administrative Committee, which shall take into account the provisions of article 2 below.

The audit of the Central Office accounts dealing only with the reconciliation of figures and vouchers within the limits of the budget shall be carried out by the Swiss Government, which shall forward the accounts together with a report on them to the Administrative Committee.

The Administrative Committee shall send to the Contracting States, together with the Central Office performance report and the annual statement of accounts, copies of the decisions, resolutions and recommendations which the Committee may make.

(d) The Administrative Committee shall place before each review conference, at least two months before it meets, a report on the whole of the Committee's work since the preceding conference.

*Article 2.* 1. The expenses of the Central Office shall be borne by the Contracting States in proportion to the length of the railway lines or routes to which the Convention applies. Shipping services shall, however, only contribute in respect of one-half the length of their routes. The maximum contribution for all States shall be 0 fr. 80 per kilometre. In exceptional circumstances such contribution may be reduced, by agreement between the State concerned and the Central Office and with the approval of the Administrative Committee, to 50 per cent of the maximum in the case of lines operated under special conditions. The amount of the contribution per kilometre for each financial year shall be fixed by the Administrative Committee after consultation with the Central Office and the total amount so fixed shall always be collected. When the actual expenditure of the Central Office is less than the sum so calculated the balance in hand shall be paid into a reserve fund.

2. When submitting its annual performance report and accounts to the Contracting States, the Central Office shall invite them to pay their contributions toward the expenditure of the past financial year. Any State which has not paid its contribution by 1 October shall be again requested to do so. If this request has no effect, the Central Office shall send a further reminder at the beginning of the following year when forwarding the report for the preceding year. If no reply has been received by 1 July following, a fourth approach shall be made to the State in arrears for payment of the two annual contributions due. Failing receipt of a satisfactory reply within three months, the Central Office shall notify the State in question that if payment is not made by the end of the year that fact will be treated as an indication of its intention to withdraw from the Convention. If by 31 December these last representations have had no effect, the Central Office shall, in view of the fact that the defaulting State is to be deemed to have indicated its intention to withdraw, delete the lines of that State from the list of lines open to international traffic.

3. Sums not recovered shall, so far as possible, be made good out of the general reserves at the disposal of the Central Office and may be spread over four financial years. Any part of a deficit not made good in this way shall be debited, in a special account, to the other Contracting States in proportion to the number of kilometres of [lines] which are subject to the Convention at the date of the opening of the account provided that each State has been a party to the Convention during the period of two years preceding the withdrawal of the defaulting State.

4. A State whose lines have been deleted from the list in the circumstances set out in paragraph 2 above can only have them reinstated in respect of international transport by prior payment of the amounts outstanding for the years concerned with interest thereon at five per cent as from the end of the sixth month following the date on which the Central Office first requested payment of the contribution due.

*Article 3.* 1. The Central Office shall publish a monthly bulletin containing all the information necessary for the implementation of the Convention and, in particular, announcements relating to the list of railway lines and other transport services and to articles not acceptable for carriage or acceptable only under certain conditions. The Office shall also publish studies in the bulletin as it may think fit.

2. The bulletin shall be printed in French and German. A copy shall be sent free to each Contracting State and to each transport administration concerned. Further copies may be obtained at a price fixed by the Central Office.

*Article 4.* 1. Overdue bills and accounts in respect of international transport may be forwarded to the Central Office by the creditor enterprise with a request for its assistance in securing payment. The Central Office shall then formally call upon the debtor enterprise to pay the sum due or state the reasons for its failure to do so.



2. If the Central Office considers that the grounds for refusal are adequate, it shall advise the parties to have recourse to the competent court or, if the parties so request, to the arbitration tribunal provided for in article 61 of the Convention (Annex IV).

3. If the Central Office considers that the whole or part of the sum is properly due it may, after taking expert advice, call upon the debtor enterprise to pay the whole or part of the debt, as the case may be, to the Central Office; the sum so paid shall be retained until the competent court or the arbitration tribunal provided for in article 61 of the Convention (Annex IV) has decided the case.

4. If its directions are not complied with within fifteen days the Central Office shall address a further notice to the debtor enterprise and draw attention to the consequences of noncompliance.

5. If no response has been received within ten days after such further notice, the Central Office shall notify the Contracting State to which the transport belongs of the action taken and the grounds therefore and request the State to consider what further action should be taken and, in particular, whether the lines of the debtor enterprise should remain on the list.

6. If the State to which the debtor enterprise belongs either declares that, notwithstanding the default, it is not prepared to have the lines of the enterprise deleted from the list, or fails to reply to the Central Office communication within a period of six weeks, that State shall be deemed to have agreed to guarantee the solvency of the enterprise in respect of debts arising out of international transport.

*Article 5.* Fees shall be charged to cover the expenses of the activities set out in article 58 (1) (d) to (f) of the Convention. The amount of such fees shall be determined by the Administrative Committee on the advice of the Central Office.]

[ A N N E X I I I  
(Article 68 (3))

RULES RELATING TO THE REVIEW COMMISSION

*Article 1.* The Governments of the Contracting States shall forward their proposals relating to matters within the competence of the Commission to the Central Office for International Railway Transport, which shall immediately communicate them to the other Contracting States.

*Article 2.* The Central Office shall invite the Commission to meet whenever it becomes necessary to do so or at the request of at least five Contracting States.

Every Contracting State shall be notified two months in advance of meetings of the Commission. The notice shall state precisely the questions which have been proposed for inclusion in the agenda.

*Article 3.* All Contracting States may take part in the work of the Commission.

A State may arrange to be represented by another State; no State may, however, represent more than two other States.

Each State shall bear the cost of its representation.

*Article 4.* The Central Office shall report and advise upon the questions to be dealt with and shall provide the secretariat for the Commission.

The Director and Deputy Director of the Central Office shall attend the meetings of the Commission in an advisory capacity.

*Article 5.* With the agreement of the majority of the Contracting States, the Central Office shall invite to attend meetings of the Commission, in an advisory capacity, representatives of:

(a) Non-Contracting States;

(b) Intergovernmental organizations which are concerned with transport matters (the invitation to be on a reciprocal basis);

(c) International non-governmental organizations dealing with transport (the invitation to be on a reciprocal basis).

*Article 6.* The Commission shall be duly constituted when one-third of the Contracting States are represented.

*Article 7.* The Commission shall appoint a chairman and one or two vice-chairmen for each session.

*Article 8.* The proceedings shall be in French and German. The substance of the remarks of members of the Commission shall immediately be translated *viva voce*. The text of proposals and of statements by the chairman shall be translated in full.

*Article 9.* Voting shall take place by delegation and, on request, by roll-call; each delegation of a Contracting State represented at the meeting shall have one vote.

A proposal shall not be adopted unless:

- (a) Not less than half of the delegations represented on the Commission have voted on it;
- (b) It has obtained a majority of the votes cast, not including abstentions.

*Article 10.* The minutes of meetings shall summarize the proceedings in the two languages.

Proposals and decisions must appear verbatim in the minutes in both languages. In the event of discrepancies between the French and German versions of the minutes relating to decisions, the French text shall be the authentic text.

The minutes shall be circulated to members as soon as possible.

If the minutes cannot be approved during the session, members shall send to the secretariat within a reasonable time any necessary amendments.

*Article 11.* To facilitate its work, the Commission may set up sub-committees. They may also set up sub-committees for the purpose of preparing specified matters for a subsequent session.

Each sub-committee shall appoint a chairman, a vice-chairman and, if need be, a rapporteur. Otherwise the provisions of articles 1 to 5 and 8 to 10 of this Annex shall apply to the sub-committees with any necessary modifications.]

## ANNEX IV (Article 61)

### RULES FOR ARBITRATION

#### *Article 1.* NUMBER OF ARBITRATORS

Arbitration tribunals set up to deal with disputes other than those between States shall be composed of one, three or five arbitrators as the reference may determine.

#### *Article 2.* SELECTION OF ARBITRATORS

1. A panel of arbitrators shall be established. Each Contracting State may nominate not more than two of its nationals, who are specialists in international transport law, for inclusion in the panel of arbitrators which shall be established and kept up to date by the Swiss Government.

2. If the reference provides for a sole arbitrator, he shall be selected by agreement between the parties.

If the reference provides for three or five arbitrators, each party shall select one or two arbitrators as the case may be.

The arbitrators so selected shall then select, by agreement, the third or fifth arbitrator, as the case may be, who shall be president of the arbitration tribunal.

If the parties cannot agree on the selection of a sole arbitrator or if the arbitrators nominated by the parties cannot agree on the nomination of the third or fifth arbitrator, as the case may be, the arbitration tribunal shall be completed by the appointment of an arbitrator nominated by the President of the Swiss Federal Tribunal at the request of the Central Office.

The arbitration tribunal shall be composed of persons drawn from the panel referred to in paragraph 1 above. Where, however, the reference provides for five arbitrators, each party may select one arbitrator who is not on the panel.

3. A sole arbitrator, or the third or fifth arbitrator, must be of a nationality other than that of either party.

The intervention in the dispute of a third party shall not affect in any way the composition of the arbitration tribunal.

#### *Article 3. REFERENCE*

The parties having recourse to arbitration shall draw up a reference which shall, in particular, specify:

- (a) The subject matter of the dispute set out as precisely and clearly as possible;
- (b) The composition of the tribunal and the period allowed for the nomination of the arbitrator or arbitrators;
- (c) The place where the tribunal is to sit.

The reference shall be sent to the Central Office before proceedings can be opened.

#### *Article 4. PROCEDURE*

The arbitration tribunal shall itself decide the procedure to be followed but, in particular, shall have regard to the following provisions:

- (a) The arbitration tribunal may only enquire into and determine matters referred to it on the basis of the material submitted by the parties, but this limitation shall not apply when the tribunal is called upon to decide a question of law;
- (b) The tribunal may not award more than the claimant has claimed or anything of a different nature, nor may it award less than the defendant has acknowledged as due;
- (c) The arbitration award, setting forth the reasons for the decision, shall be drawn up by the tribunal and notified to the parties through the Central Office;
- (d) Unless the law of the place where the tribunal is sitting otherwise provides, the arbitration award cannot be impeached except for the correction by the tribunal of any error on the face of the award or on grounds that the award is a nullity.

#### *Article 5. REGISTRAR*

The Central Office shall perform the duties of registrar to the arbitration tribunal.

#### *Article 6. COSTS*

The tribunal shall determine in its award the amount of costs and expenses, including the fees of the arbitrators, and which of the parties shall bear them or how they shall be apportioned between the parties.

## RESERVATIONS AND DECLARATIONS MADE UPON ACCESSION

## RÉSERVES ET DÉCLARATIONS FAITES LORS DE L'ADHÉSION

## FEDERAL REPUBLIC OF GERMANY

## RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE

[TRANSLATION — TRADUCTION]

[For the text of the declaration, see vol. 1100, p. 338.]

[Pour le texte de la déclaration, voir vol. 1099, p. 345.]

## IRAQ

## IRAQ

[For the text of the reservation and declaration, see vol. 1100, p. 338.]

[TRADUCTION — TRANSLATION]

[Pour le texte de la réserve et de la déclaration, voir vol. 1099, p. 345.]

## IRELAND

## IRLANDE

[For the text of the reservation and declaration, see vol. 1100, p. 338.]

[TRADUCTION — TRANSLATION]

[Pour le texte de la réserve et de la déclaration, voir vol. 1099, p. 345.]

## SYRIAN ARAB REPUBLIC

## RÉPUBLIQUE ARABE SYRIENNE

[TRANSLATION — TRADUCTION]

[For the text of the reservation, see vol. 1100, p. 338.]

[Pour le texte de la réserve, voir vol. 1099, p. 345.]

[OFFICIAL ENGLISH TRANSLATION<sup>1</sup> — TRADUCTION ANGLAISE OFFICIELLE<sup>2</sup>]

ADDITIONAL PROTOCOL<sup>3</sup> TO THE INTERNATIONAL CONVENTIONS  
CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)<sup>4</sup> AND THE  
CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV),<sup>5</sup>  
SIGNED AT BERNE ON THE 25th FEBRUARY, 1961

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[For the text of the Additional Protocol, see vol. 1100, p. 3.]

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<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>3</sup> For date of entry into force of the Additional Protocol and date of deposit of the relevant instruments of ratification, applications for accession and notifications of application by internal legislation, see vol. 1100, p. 3.

<sup>4</sup> United Nations, *Treaty Series*, vol. 1100, p. 3.

<sup>5</sup> See p. 2 of this volume.

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RESERVATIONS AND DECLARATIONS MADE UPON ACCESSION

*FEDERAL REPUBLIC OF GERMANY*

[TRANSLATION — TRADUCTION]

[*For the text of the declaration, see vol. 1100, p. 338.*]

*IRELAND*

[*For the text of the reservation and declaration, see vol. 1100, p. 338.*]

*SYRIAN ARAB REPUBLIC*

[TRANSLATION — TRADUCTION]

[*For the text of the reservation, see vol. 1100, p. 338.*]

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[OFFICIAL ENGLISH TRANSLATION<sup>1</sup> — TRADUCTION ANGLAISE OFFICIELLE<sup>2</sup>]

PROTOCOL A<sup>3</sup> DRAWN UP BY THE DIPLOMATIC CONFERENCE CONVENED WITH A VIEW TO BRINGING INTO FORCE THE INTERNATIONAL CONVENTIONS OF 25th FEBRUARY, 1961, CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)<sup>4</sup> AND THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)<sup>5</sup>

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[*For the text of Protocol A, see vol. 1100, p. 3.*]

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<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>3</sup> For the date of entry into force and the date of definitive signatures and ratifications, see vol. 1100, p. 3.

<sup>4</sup> United Nations, *Treaty Series*, vol. 1100, p. 3.

<sup>5</sup> See p. 2 of this volume.

[OFFICIAL ENGLISH TRANSLATION<sup>1</sup> — TRADUCTION ANGLAISE OFFICIELLE<sup>2</sup>]

PROTOCOL B<sup>3</sup> DRAWN UP BY THE DIPLOMATIC CONFERENCE CONVENED WITH A VIEW TO BRINGING INTO FORCE THE INTERNATIONAL CONVENTIONS OF 25th FEBRUARY, 1961, CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)<sup>4</sup> AND THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)<sup>5</sup>

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[For the text of Protocol B, see vol. 1100, p. 3.]

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<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.

<sup>3</sup> For the date of entry into force and the date of definitive signatures and ratifications, see vol. 1100, p. 3.

<sup>4</sup> United Nations, *Treaty Series*, vol. 1100, p. 3.

<sup>5</sup> See p. 2 of this volume.



TERMINATION OF THE INTERNATIONAL CONVENTION OF 25 FEBRUARY 1961 CONCERNING THE CARRIAGE OF PASSENGERS AND LUGGAGE BY RAIL (CIV)<sup>1</sup>

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*(Note by the Secretariat)*

The Government of Switzerland registered on 8 August 1978 the International Convention concerning the carriage of passengers and luggage by rail (CIV) concluded at Berne on 7 February 1970.<sup>2</sup>

Upon the coming into force, on 1 January 1975, of this latter Convention, the preceding CIV Convention of 25 February 1961 was rendered void as of that date, even in respect of Contracting States which do not ratify the new Convention, in accordance with article 68 (2) of the CIV Convention of 25 February 1961.

*(8 August 1978)*

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<sup>1</sup> See p. 2 of this volume.

<sup>2</sup> See p. 340 of this volume.