



International Rail Transport Committee
Comité international des transports ferroviaires
Internationales Eisenbahntransportkomitee

Use of the CIM/SMGS consignment note in multimodal transport

Joint Workshop CIT | OSJD | TRACECA | UIC

Session 5

16 June 2022, Online

Summary



- CN CIM/SMGS



- GTC Rail – Sea Traffic



- Boilerplate contract for Rail-Sea traffic



- Perspectives

New global market developments for the transport sector

Rail transport is becoming an **increasingly important** and a competitive transportation mode from East to West

→ New rail routes between China and Europe can change trade patterns, challenging airlines and shipping companies

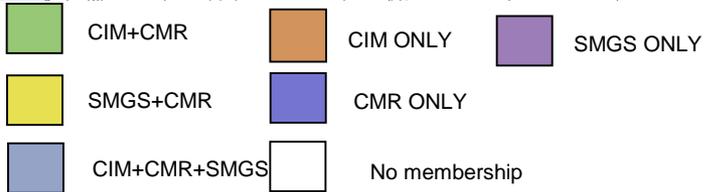
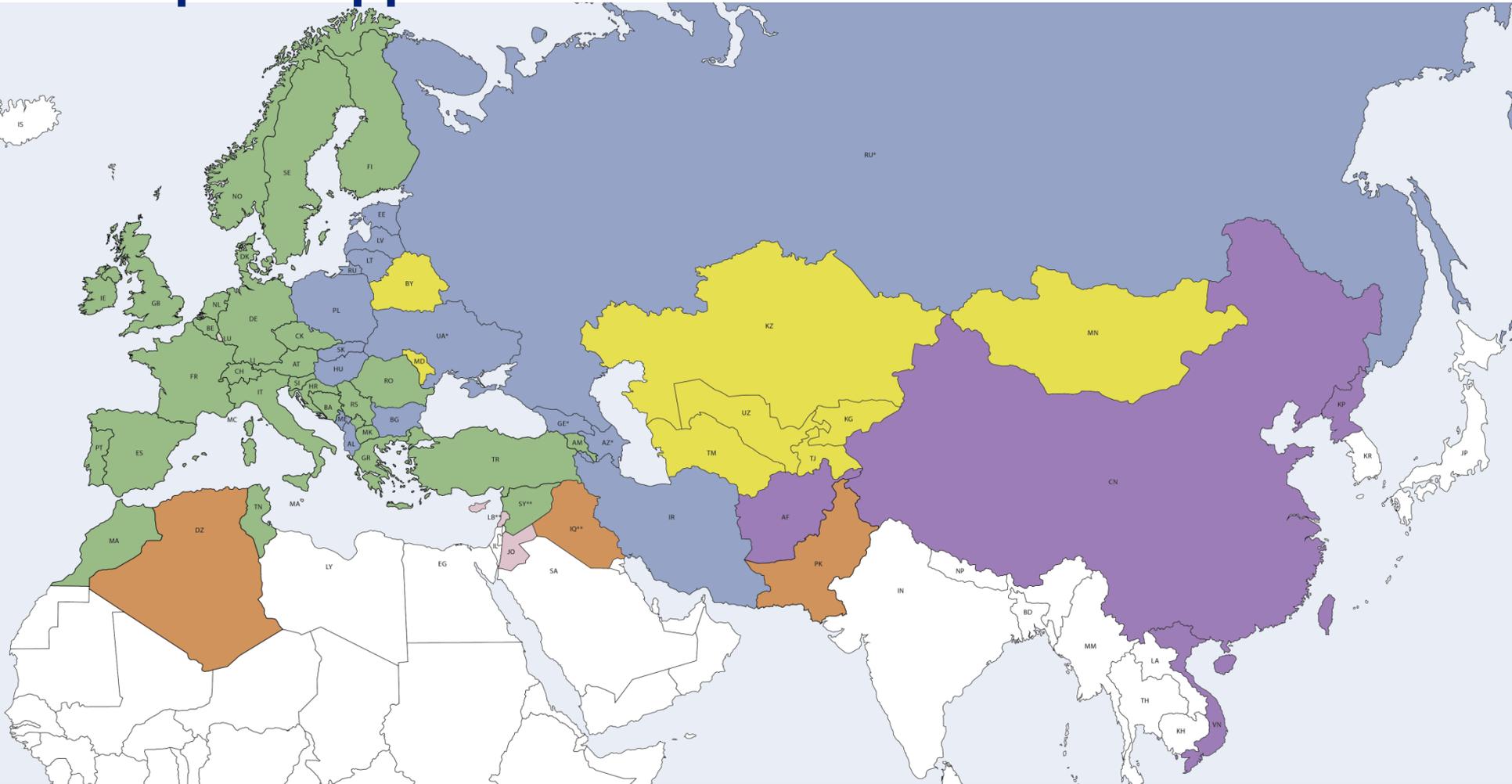
Better capacity utilization of infrastructure is positive for rail freight delivery

The **global model split** between the transport modes are as follows (trade by weight in 2016 – source Eurostat):

- Sea 95%
- Air 4%
- Rail 1%

→ Clearly this is the “*mega-trend*” also for rail freight delivery

Scope of application



* CIM-Application only on part of the railway infrastructure (specific lines)

** CIM applicability is suspended

Note: No state where only CIM and SMGS together are applicable



Situation on 1 January 2021

Multimodality– Difficulties and statutory framework

Legal difficulties

- Often mandatory “unimodal” conventions
- Different liability conditions and limitations

Different international conventions apply to multimodal transports

- CMR – Art. 2
- Warsaw Convention & Hague Protocol - Art. 31 / Montreal Convention – Art. 38
- CIM – Art. 1 §§ 3 and 4
- Hague Rules / Rotterdam Rules
- *Geneva Convention of 1980 (never entered into force)*

Contractual solutions

- Through bill of lading
- UNCTAD/ICC Rules for Multimodal Transport

“Multimodality” - Definition

Multimodal transport means the transportation of goods under a **single contract**, but performed with **at least two different modes of transport**;

the carrier is liable (in a legal sense) for the entire carriage, even though it is performed by several different modes of transport (by rail, sea and road, for example).

Article 1.1. of the UN Convention in international multimodal transport of goods (never entered into force) :

“ 'International multimodal transport' means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery situated in a different country".-----

GTC Rail – Sea Traffic

- A General provisions
 - B Performance of the contract
 - C Payment and charges
 - D Liability – Loss and damage – Allocation of compensation - Non performance or delayed performance
 - E Duration of the contract
 - F Miscellaneous
- Appendices
- 1 List of CIM maritime and inland waterway services
 - 2 Carriage of dangerous goods



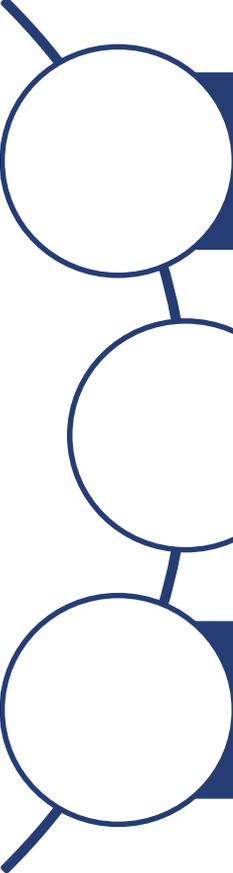
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Edition 1 January 2015

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

Applicable with effect from 1 January 2015

GTC Rail – Sea Traffic Introduction



Sea carrier = contractual carrier or successive carrier

Document with recommendation status (opting-in)

At the disposal of CIT members from 1 January 2015

CIT Model contract for Rail-Sea traffic

- **Validity:** introduced on 1 July 2016
(*opting-in*)
- **Model** of successive carriers: maritime carriers can appear as successive carriers
- **Structure:**
 - Objective of the contract
 - Obligations
 - Procedures related to carriage
 - Compensation
 - Applicable law, jurisdiction, other general provisions

Appendix 1: Description and planning

Appendix 2: GTC Rail-Sea Traffic

Appendix 3: Payment

Appendix 4: Compensation



Boilerplate Contract for the Carriage of International Freight Traffic by Rail and Sea (Boilerplate Rail-Sea Traffic Contract)¹

Between:

... (name and address), contractual carrier, represented by ...
and

... (name and address), shipping undertaking (successive carrier), represented by ...

the following has been agreed

Definitions:

CIM: Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM – Appendix B to COTIF)

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

1 Objective of the contract

Each carrier is to perform the tasks entrusted to him in accordance with the details shown on the consignment note which is handed over. These tasks are described in Appendix 1. The carrier may also be a shipping undertaking operating a service listed in the 'CIM list of maritime and inland waterway services' specified in Article 24 COTIF.

This contract is subject to the CIM Uniform Rules to the extent that no mandatory national law overrides them (for example, customs law, law protecting the health of animals). The CIT General Terms and Conditions applying to the Contract of International Carriage of Goods by Rail and Sea (GTC Rail-Sea Traffic) form an integral part of this contract (Appendix 2).

This contract satisfies the conditions of point 3 of the GTC Rail-Sea Traffic. In the event of a conflict between a provision of the GTC Rail-Sea Traffic and a particular contractual provision, the latter is to prevail.

2 Obligations of carriers of rail-sea traffic

a) The contractual carrier's obligations

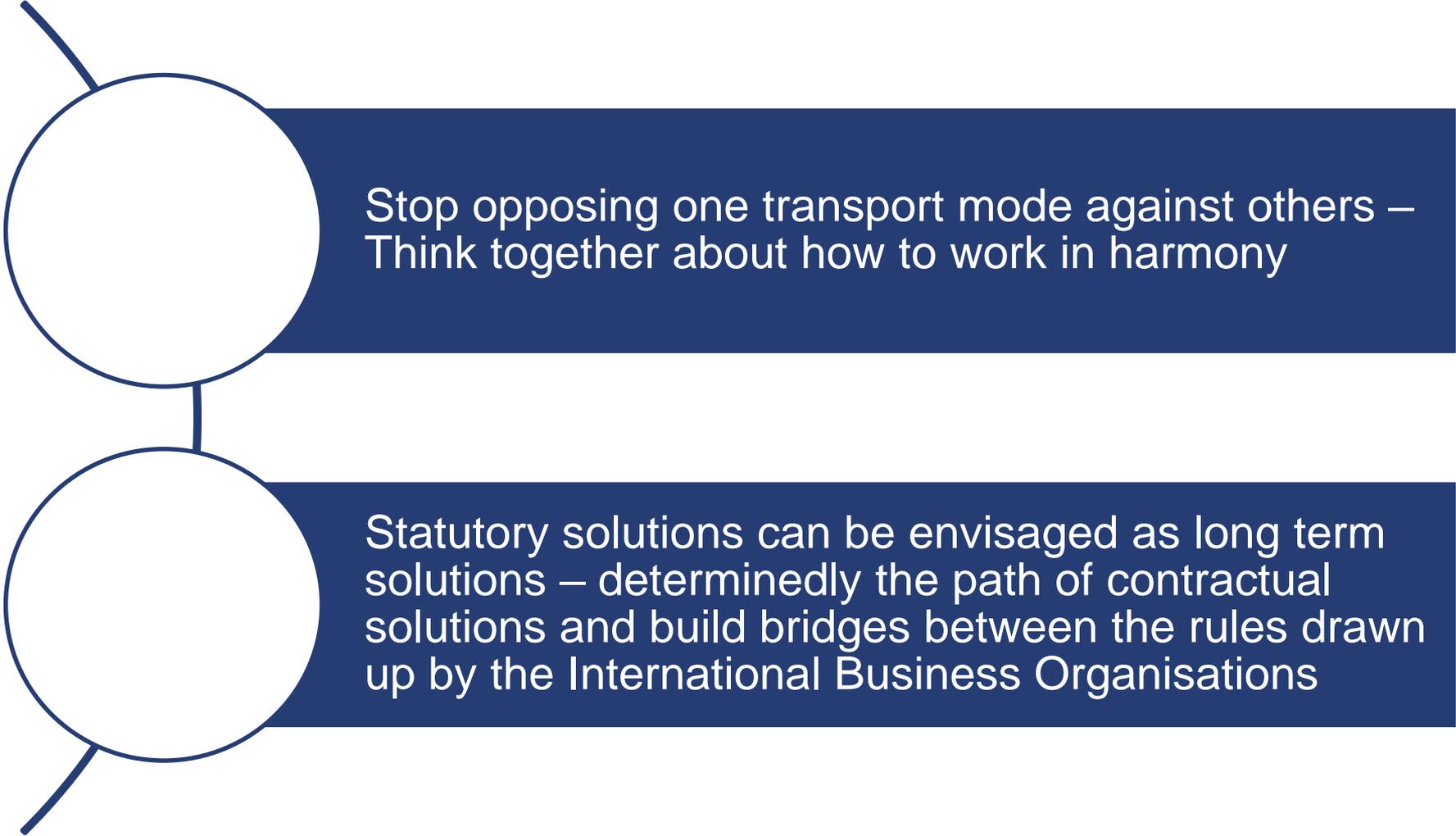
The contractual carrier is to hand over the goods to be carried and, if appropriate, the wagon on which the goods are loaded, to the successive carrier at a defined handover point in accordance with the arrangements agreed.

b) Successive carriers' obligations

Successive carriers undertake to carry out services in accordance with this contract for the consignments defined in Appendix 1. Shipping undertakings are to be responsible for complying with provisions in the technical and operational rules which are specific to carriage by sea (stowage plan and loading regulations in particular).

¹ In accordance with point 2.5 a) of the CIT Statutes, this document is a recommendation and only binds members to the extent that members adopt it (opting-in principle).
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Multimodality Rail-Sea traffic– Perspectives



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

Statutory solutions can be envisaged as long term
solutions – determinedly the path of contractual
solutions and build bridges between the rules drawn
up by the International Business Organisations

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