

RAILWAY CODE OF THE REPUBLIC OF XXX**SECTION HEADINGS**

Section I	General Provisions
Section II	Rail transport lands and security zones
Section III	System of management in rail transport. Establishment and cessation of activity of enterprises.
Section IV	The main provisions of the organisation of conveyance in rail transport.
Section V	Railway sidings
Section VI	Direct mixed communications with other forms of transport
Section VII	Conveyance of passengers, luggage, luggage freight and mail
Section VIII	Liability in rail transport
Section IX	Statements, claims and lawsuits
Section X	Railway insurance
Section XI	Safety of movement, guarding of goods and facilities, organisation of work in special conditions
Section XII	Electronic Data Interchange

Section 1. GENERAL PROVISIONS

CODE ON THE RAILWAYS OF THE REPUBLIC OF XXX

Article 1 Scope of Code

The present Code defines the economic, legal and organisational basis of the activity of rail transport, its place and role in the economy and social sphere of the Republic of xxx, and regulates its relations with the bodies of state power, with other forms of transport, passengers, senders and recipients of goods, luggage freight, luggage and mail using the overall network of the railways of Republic xxx.

Article 2. The role of rail transport in the economy and social sphere of the state

1. The rail transport of the Republic of xxx is one of the major base industries, designated, in interaction with other forms of transport, to ensure the satisfaction of the population's requirements for transport and services, to ensure the vital activity of all sectors of the economy and the national security of the state, the formation of the market in transport and the services connected therewith, and the effective development of entrepreneurial activity in domestic and international communications. The state conducts the regulation and supervision of its activity and contributes to the development of the material and technical infrastructure and satisfies the principal requirements as regards comprehensive state needs. Rail carriage can in some cases be a natural monopoly which determines the special conditions of development and the functioning of rail transport.
2. The state shall take the measures necessary to ensure that as regards economic and accounting matters railways have independent status in accordance with which they will hold budgets and accounts which are separate from those of the state.

Article 3. Legislation on rail transport

1. The present Code defines the basic provisions on the railway legislation of the Republic of xxx.

The legislation on railway transport is based on the Constitution of the Republic of xxx, on the civil and anti-monopolistic legislation and legislation on protection of the rights of consumers and other legislation of the Republic of xxx, and consists of the present Code, other Laws regulating the activity of railway transport and such binding enactment's as are issued in accordance with them.

Judicial relations not regulated by the present Code are regulated by other legislative and binding legal enactment's of the Republic of xxx which do not contradict the present Code, and also by international agreements and treaties.

2. Binding legal enactment's determining the development of rail transport, and the regulations and conditions for conveyance, use of means of rail transport and safeguarding them, traffic safety and maintenance of public order on rail transport, the intersection of railway tracks by other forms of transport and communications, labour safety, fire safety and sanitary regulations, operate on the railways of the Republic of xxx and are compulsory for all corporate bodies and persons on the

territory of xxx. The procedure for the drafting and approval of the said enactments is laid down by the Government of the Republic of xxx.

3. Relations between the State and the railways, and the railways and the railway divisions and their component enterprises and institutions on questions of planning, organisation and back-up for the conveyance process, distribution of revenue from conveyance, and questions of technical servicing, safeguarding, overhaul and development of technical resources are determined by the Code of Practice for Railways, the contract between the State and individual railways and binding enactment's of the Ministry in Charge of Transport of the Republic of xxx.
4. If an international agreement (treaty) concluded by the Republic of xxx on questions relating to the activity of rail transport lays down regulations other than those contained in the enactments indicated in the present Article, then the provisions of the international agreement (treaty) take precedence.

Article 4. Transport policy in the field of conveyance of passengers and goods by rail transport

1. General state policy in the field of transport should ensure the harmonious development of private and state railway transport taking into account their advantages in the context of regional development, transport construction, protection of the environment, rational use of energy, and security. This policy takes into account market economic expenditure conducted with the establishment, servicing and operation of the infrastructure, equipment and rolling stock, and also the social expenditure in monetary and natural terms borne by the clients and third persons.
2. Transport policy establishes the foundations of fair competition between types of transport and clients, regulating the condition of their operation, promoting their mutual collaboration and co-operation especially by means of rational development of mixed transportation (multimodal transport).
3. The implementation of overall transport policy is ensured jointly with the state and regional bodies on the basis of decentralised, contractual democratic planning with the participation of all parties involved. This policy provides an opportunity for devising projects of transport development taking into account the national and local plans of development of the territory.
4. Priority is given to expansion of the use of public passenger transport.
5. Contracts may be concluded between the state and its territorial bodies and railways for the implementation of these tasks.

Article 5. Main concepts used in the present Code

For the purposes of the present Code the following concepts are used:

"Rail transport" means one of the types of transport, being presently in the ownership of the Republic of xxx, by which passengers or goods are moved by vehicles operating over railway lines.

"Railway" means a corporate body whose main business is to provide rail transport services and having for this purpose the appropriate permit or licence issued in accordance with established procedure.

"Railway division" means an enterprise of the railway, organising and effecting the conveyance of passengers, goods, luggage freight, luggage and mail in the region which it serves.

"Line enterprises" means railway stations, management offices for passenger services; locomotive and wagon depots; wagon sectors; mechanised divisions for loading and unloading operations; divisions for track, signalling and communications, electrical supply and civil engineering structures; steam cleaning and track machine stations; and other enterprises connected with the organisation and implementation of the conveyance process.

"Right-of-way" means the rail transport land, occupied by the permanent way, artificial structures, track buildings, rail communications installations, railway stations, protective plantations of trees, and other buildings, structures and track installations.

"Security zones" means sectors of land necessary for ensuring the soundness, strength and stability of the structures, installations and other facilities of rail transport, and also the land with loose soil adjoining the transport areas.

"Railway tracks for general use" means railway lines on which are located railway stations open for carrying out the appropriate operations of reception and dispatch of trains, reception and delivery of goods, luggage freight, luggage and mail, for serving passengers, and for shunting operations.

"Dangerous goods" means substances, materials, manufactures, industrial and other wastes, (which through their inherent properties and specific nature and given certain factors, may in the process of transportation, during loading and unloading or storage, serve as cause of explosion, fire or damage to means of transport, installations, buildings or structures, or other goods conveyed and also death, injury, poisoning, burns or sickness to people, animals or fowl, or inflict damage on the environment) contained in a prescribed list.

"International railway communications" means conveyance of passengers, goods, luggage freight, luggage and mail between the Republic of xxx and foreign states, including communications with member-states of the Commonwealth of Independent States.

"Sender" means any person by whom or in whose name or on whose behalf a contract is concluded for rail conveyance of goods with a carrier, or it signifies any person by whom or in whose name or on whose behalf the goods are in fact handed over to the carrier under a contract for rail transport.

"Recipient" means the person authorised to receive the goods.

"Waybill" means an official consignment note containing prescribed information.

"Railway train" means rail transport vehicles linked together and taking part in railway traffic as a single whole.

"Container" means a piece of transport equipment (cage, removable cistern or other similar contrivance):

- 1) constituting a fully or partially closed receptacle designated for accommodating goods inside it;
- 2) being of a permanent nature and thus being sufficiently robust to serve for repeated use;
- 3) specially designed to ensure the conveyance of goods by one or several means of transport without intermediate transloading of the goods;
- 4) designed for ease of transloading, especially from one type of transport to another;
- 5) designed for easy loading and unloading.

"Passenger" means a person making a journey on a train.

"Goods" means items for conveyance by rail (manufactures, objects, materials, minerals etc), accepted by the railway in accordance with established procedure for conveyance, with the railway bearing responsibility for their timely delivery intact.

"Luggage" means goods and other material carried with him by the passenger.

"Luggage freight" means goods and other material being conveyed in passenger and mail and luggage trains.

Article 6. Right of conveyance

1. A railway shall be bound to undertake the carriage of passengers, freight and luggage/luggage freight provided that:
 - a) the sender or passenger complies with this code, the Regulations for the conveyance of passengers, luggage and luggage freight, the Regulations for the conveyance of goods, the tariffs and other supplementary provisions published from time to time by the Railway;
 - b) carriage can be undertaken by the normal staff and transport resources which suffice to meet usual traffic requirements;
 - c) carriage is not prevented by circumstances which the Railway cannot avoid and which it is not in a position to remedy;
 - d) the items presented for carriage do not fall within the categories listed in the Regulations for conveyance of passengers, luggage and luggage freight and Regulations for conveyance of goods as not acceptable for carriage or acceptable for carriage only subject to certain conditions.
2. The client shall be entitled to transportation in reasonable conditions of accessibility, quality and price and to information on the means of transport being offered to him and the conditions of operation of the transport.

3. The railway shall not be obliged to accept the goods of which the loading, transshipment or unloading requires the use of special facilities unless the stations concerned have such facilities at their disposal.
4. The railway shall only be obliged to accept goods the carriage of which can take place without delay; the provisions in force at the forwarding station shall determine the circumstances in which goods not complying with that condition can be temporarily stored.
5. Clients using the services of the railways may conclude with a railway additional contracts, not contravening the legislation in force, for the performance of operations and services connected with transport.
6. In cases when the conveyance of individual goods cannot be effected in accordance with existing Regulations, the railway may, at the request of the goods sender or goods recipient establish by agreement the procedure for the conveyance of the said goods on special conditions.
7. A contract for conveyance by general use transport is a public contract (Article of the Civil Code of the Republic of XXX).

Article 7. On ownership in rail transport

1. The general use railways, including line enterprises are presently in state ownership.

Article 8. Rail transport property

1. Property is held by railways in accordance with the laws on property of the Republic of XXX and in accordance with the aims of their activity.
2. The conclusion of agreements on the transfer of rail transport property to the economic jurisdiction or operational management of enterprises and institutions, the conclusion of agreements on the lease or use of this property, and also the sale, exchange, leasing out, pledging, mortgaging, the granting of use free-of-charge, or writing-off of rolling stock and containers in state republican ownership are effected, according to the specific nature of the rail transport activity, by the Ministry in Charge of Transport of the Republic of xxx, or by the railways on the instructions of the Ministry in accordance with procedure laid down by existing legislation.

3. Rights of way, security zones and railway tracks for general use are not to be taken out of state control or privatised.

The conversion of other enterprises, facilities and property of rail transport into joint stock companies and their privatisation, with indication of the deadlines and conditions of these operations, is permitted exclusively by decision of the Government of the Republic of xxx.

Residential accommodation located in the buildings of the departmental housing pool of rail transport, built for workers directly involved in ensuring the conveyance process, and also built using the profits of enterprises and institutions, may be privatised at the decision of railways, railway divisions, line enterprises or, as the case may be, those enterprises and institutions.

Section II. RAIL TRANSPORT LANDS AND SECURITY ZONES

Article 9. Rail transport lands

1. Rail transport lands are lands held by rail transport enterprises and institutions for indefinite use for the purpose of carrying out the special tasks with which they are entrusted. These comprise lands set aside for railway tracks and stations (including the right-of-way and security zones) necessary for the operation and reconstruction of railways taking into account the prospects of their development.
2. The procedure for use of railway transport lands within the confines of the right-of-way is determined by the Ministry in Charge of Transport of the Republic of xxx in keeping with the requirements of the current legislation.

Article 10. Rail transport security zones

For purposes of ensuring the safety of the population and the normal operation of the railway tracks and other rail transport facilities (including by industrial and other forms of transport) located in places liable to suffer from landslides, -subsidence, flooding, mud-and-rock slides and other dangerous effects, security zones are set up.

The procedure for the establishment of security zones, their dimensions and the mode of use of the lands set aside for these purposes, are determined by the ministry in charge of transport of the Republic of xxx.

**Section III. SYSTEM OF MANAGEMENT IN RAIL TRANSPORT,
ESTABLISHMENT AND CESSATION OF ACTIVITY OF
ENTERPRISES**

Article 11. Management in rail transport

1. The competence of the Ministry in Charge of Transport of the Republic of xxx, the railways, other enterprises, institutions and organisations of rail transport is defined by the present Code, by other legislative and binding legal enactments.
2. Supervision of rail transport is exercised by the Ministry in Charge of Transport of the Republic of xxx and also by other bodies of state power which are entrusted with the functions of such supervision in accordance with current legislation.
3. Bodies of state power and local self-government, public and other organisations are not entitled to interfere with the commercial or operational activity of rail transport.
4. Shall be managed according to the principles which apply to commercial companies; this also apply to public services contracts which they conclude with the competent authorities of the State.
5. Railways shall have freedom to determine their own business plans, including their investment and financing programmes.
6. In the context of the general policy guidelines determined by the State and taking into account national plans including investment and financial plans, railways shall in particular be free to:
 - control the supply and marketing of services and fix the pricing
 - take decisions on staff, assets and procurement
 - expend their market share, develop new technologies and new services
 - establish new activities in fields associated with rail transport.
 - adopt any innovative management techniques.

Article 12. Conditions of establishing and ending the activity of enterprises of rail transport

1. The establishment, reorganisation and liquidation of railways is effected by decision of the Government of the Republic of xxx after consultation with the Ministry in charge of Transport and the interests concerned.

2. The cessation of activity (closure) of facilities and railway lines requires approval by the Ministry in Charge of Transport of the Republic of xxx after consultation with the railways, appropriate bodies of state power, railway users and other interests concerned.

Article 13. Duty and power of railways board

1. There shall be established an independent public authority(ies) to be called:- the xxx Republic Railways Board(s) (hereinafter referred to as the "Board") to manage Railway(s) remaining in state ownership.
2. Articles 13 to 15 of this Code shall apply only to such State-owned railway(s).
3. The chairman of each Board shall be appointed by the Minister in charge of Transport and the other members (including any vice chairman) shall be appointed by the Minister after consultation with the chairman.

The Board shall consist of a chairman and not more than fifteen nor less than nine other members. The chairman and other members of the Board shall be appointed from among persons who appear to the Minister to have had wide experience of, and to have shown capacity in, transport, industrial, commercial or financial matters, administration, applied science, or the organisation of workers, and the Minister in appointing them shall have regard to the desirability of having members who are familiar with the special requirements and circumstances of particular regions and areas served by the Board.

4. It shall be the duty of the Board in the exercise of their power under this Code to provide railway services in (xxx Republic), and, in connection with the provision of railway services, to provide such other services and facilities as appear to the Board to be expedient, and to have due regard, as respects all these railway and other services and facilities, to efficiency, economy and safety of operation.
5. Subject to this Code, the Board shall have power
 - a) to carry goods and passengers, luggage, luggage freight and mail by rail within, to or from (xxx Republic).
 - b) to carry goods, luggage, luggage freight and mail by rail between places outside (xxx Republic) in so far as they consider it expedient to do so in connection with the exercise of their powers under paragraph (a) above.
 - c) to operate the harbours owned or managed by the Board, and to provide port facilities at those harbours.
 - d) to send goods on behalf of other persons from any place in (xxx Republic), or from any place to which the Railways Board have themselves carried the goods in question to any other place, whether in (xxx Republic) or elsewhere.
 - e) to store within (xxx Republic) goods which have been or are to be carried by the Board, and, so far as any premises are not required for those purposes, to use them to provide facilities for the storage of other goods.
 - f) to enter into and carry out agreements
 - (i) with carriers outside (xxx Republic) for the through carriage of goods and

passengers under one contract or at a through charge or in the same vehicles and containers, and

(ii) with any person engaged in coastal shipping for co-ordinating the activities of that person with those of the Board, and in particular for facilitating the through carriage of goods, for the quoting of through rates and for the pooling of receipts or expenses.

- g) to do anything which appears to the Board to be expedient for the purposes of or in connection with the provision by the Board of railway services inside or outside (xxx Republic).

Article 14 Borrowing powers of Boards and grants to Boards, Accounting Requirements

1. Subject to the limits established by Government, each Board may borrow temporarily, by way of overdraft or otherwise, either from the Minister or, with the consent of the Minister, from any other person, such sums as the Board may require for meeting their obligations or discharging their functions under this Code, but the aggregate of the amounts outstanding in respect of any temporary loans raised by a Board under this subsection shall not exceed such limit as the Minister shall for the time being have imposed on that Board.

Subject to the limits established by Government, each Board may borrow (otherwise than by way of temporary loan) from the Minister or with the consent of the Minister, from any other person, such sums as the Board may require for all or any of the following purposes

- a) for meeting any expenses properly chargeable to capital, being expenses incurred in connection with the provision or improvement of assets in connection with the business of the Board.
- b) for the provision of working capital.
- c) for acquiring an undertaking or part of an undertaking, or subscribing for or acquiring securities of a body corporate.
- d) to pay off
 - (i) any part of the commencing capital debt of the Board
 - (ii) any money borrowed by the Board
 - (iii) any liability transferred to the Board by the Government
- e) for any purpose for which capital moneys are properly applicable (whether or not specified in the foregoing paragraphs).

3. The Government may guarantee, in such manner and on such conditions as they may think fit, the repayment of the principal of, the payment of interest on and the discharge of any other financial obligation in connection with any sums which a Board borrows from a person other than the Minister.
4. The Minister may, with the approval of the Government, make to the Board grants
 - a) towards the expenditure of that Board or
 - b) for the purpose of enabling that Board to make any payment (whether by way of repayment of principal or payment of interest or of any other description) in respect of any loan made to them under Article 14 of this Code.
5. Each Board shall cause proper accounts and other records to be kept and shall prepare an annual statement of accounts in such form as the Minister may from time to time direct.

The accounts of each Board shall be audited by an auditor or auditors to be appointed annually by the Minister.

So soon as the accounts of a Board have been audited as aforesaid, they shall send a copy of the statement of accounts to the Minister, together with a copy of the report made by the auditor or auditors on that statement.

Article 15 Powers of Minister in relation to Boards

1. The Minister may, after consultation with any Board, give to that Board directions of a general character as to the exercise and performance by the Board of their functions in relation to matters which appear to him to affect the national interest.
2. The Minister may, after consultation with any Board, direct the Board to discontinue any of their activities, dispose of any part of the undertaking, dispose of any assets held by them, call in any loan made by them or exercise any power they may possess to revoke any guarantees given by them but the Minister shall not give any such directions unless he is satisfied that the carrying on of the activities or the retention of the part of the undertaking or the assets or the continuance of the loan or guarantee as the case may be, is unnecessary for the proper discharge of the duties of the Board under this Code.
3. The Minister may, after consultation with any Board, direct the Board to exercise their control over a subsidiary of the Board so as to require the subsidiary to discontinue any of their activities, dispose of any part of their undertaking, dispose of any assets held by them, call in any loan made by them or exercise any power they may possess to revoke any guarantees given by them.

4. If it appears to the Minister that there is anything which a Board ought in the interests of national defence to be required to do, and that it would be consistent with the duties imposed on that Board by this Code, he may authorise or direct the Board to do that thing.

Article 16. Official time

1. At enterprises and organisations of rail transport directly participating in conveyance, time is calculated and recorded by (xxx/Moscow/other) time.

Section IV. THE MAIN PROVISIONS OF THE ORGANISATION OF CONVEYANCE IN RAIL TRANSPORT

Article 17. Railway stations

1. Railways effect the conveyance of goods, passengers, luggage, luggage freight and mail between railway stations open for the conduct of the relevant operations.

The stations conduct operations connected with the acceptance, loading, unloading and delivery of goods in wagonloads and small deliveries and in containers and also operations connected with the conveyance of passengers, luggage and luggage freight.

Booking offices and booking counters are organised at stations for the completion of conveyance documents and the collection of payment for conveyance.

The opening and closure of stations for the conduct of all or some operations and also their naming and renaming is effected by the Ministry in Charge of Transport of the Republic of xxx at the proposal of the railways and after consultation with the local bodies of executive power with this subsequently being announced in the Tariff Guides and Compendiums of regulations regarding conveyance and tariffs in rail transport.

Article 18. Tariffs for conveyance by rail transport

1. For the conveyance of goods, passengers and luggage and services connected with conveyance, free (contractual) tariffs are established. and published from time to time by the Railways.
2. The Ministry of Economy of the Republic of xxx may establish reference tariffs or regulated tariffs for rail conveyance and charges for escorting and guarding goods and for other types of additional services, at the representation of the Ministry in Charge of Transport of the Republic of xxx solely to avoid emergence of monopolistic structures and unfair competition.
3. If passenger tariffs are established at a level which does not ensure that the railway's necessary expenses are covered, then the difference between the tariffs calculated on the basis of the necessary expenses and the established tariffs may be refunded to the railway from funds from the appropriate budgets and other financial sources in accordance with the provisions set out in the Code of Practice for Railways, the Contract between the State and individual railways and binding enactments of the Ministry in Charge of Transport of the Republic of XXX.

The settlements on this difference are made between the bodies of executive power which approved the tariffs, and the railways, on the basis of the rates of the calculated tariffs as envisaged in the contracts, and the actual volumes of work carried out for the conveyance of passengers.

4. The Ministry in Charge of Transport of the Republic of XXX may lay down the procedure for the calculation of tariff stages, conveyance payments and penalties.
5. Indication of scales of penalties laid down by the present Code, and of penalties regulating the relationship of rail transport with ancillary types of transport, is conducted by the Ministry of Economy of the Republic of xxx at the proposal of the Ministry in Charge of Transport of the Republic of xxx.

Article 19. The fundamentals of the organisation of conveyance of goods in rail transport

1. Conveyance of goods is conducted by contract.
2. The conditions for conveyance of goods by rail transport and also the responsibility of the parties for this conveyance are determined by agreement of the parties, unless otherwise established by the present Code and other laws and regulations issued in accordance with it.

Article 20. Contract for conveyance of goods: waybill

1. Under a contract for the conveyance of goods the railway undertakes to deliver the goods entrusted to it by the sender to the point of destination and hand them over to the person authorised to receive the goods (the recipient) and the sender undertakes to remit the established payment for the conveyance of the goods.
2. The conclusion of a goods contract is confirmed by the completion of a rail waybill and acceptance of the goods for carriage by the railway.

The waybill is completed in the name of a specified recipient, is signed by the sender, it accompanies the goods throughout their journey and is handed to the recipient at the destination station together with the goods.

The time of acceptance of the goods for conveyance is authenticated by the stations' date stamp on the waybill and such waybill shall then be evidence of the making and content of the contract.

3. In attestation of acceptance of the goods for conveyance the station issues the goods sender a goods receipt. When the loading of goods is the duty of the Sender, particulars in the waybill relating to the mass of the goods or to the number of packages shall only be evidence against the Railway when verified by the Railway and certified in the waybill.
4. The railway, and the recipient shall have the right to verify that the consignment corresponds with the particulars furnished in the waybill by the sender and that the provisions relating to the carriage of goods accepted subject to conditions have been complied with. The result of the verification of the particulars in the waybill shall be entered therein.

5. The form and contents of the waybill and the procedure for its completion and also the form of the goods receipt is established by the Regulations for Conveyance of goods. The waybill shall contain at least the following information:
 - a) the name of the destination station;
 - b) the name and addresses of the recipient, only one individual or legal person shall be shown as consignee;
 - c) the description of the goods;
 - d) the mass, or failing that, comparable information in accordance with the provisions in force at the forwarding station;
 - e) the number of packages and a description of the packing in the case of consignments in less than wagon loads, and in the case of complete wagon loads comprising one or more packages, forwarded by rail-sea and requiring to be transhipped;
 - f) the number of the wagon and also, for privately-owned wagons, the tare, in the case of goods where the loading is the duty of the sender;
 - g) a detailed list of the documents which are required by Customs or other administrative authorities and are attached to the waybill or shown as held at the disposal of the railway at a named station or at an office of the Customs or of any other authority;
 - h) the name and address of the Sender; only one individual or legal person shall be shown as the Sender; if the provisions in force at the forwarding station so required the Sender shall add to his name and address his written, printed to stamped signature.
6. For payment according to the calculation of expenses, the railway supplies senders and recipients with blank waybills, sets of conveyance documents and expanded monthly conveyance plans, and also issues senders and recipients with copies of documents including registration cards, registers of receipt and return of wagons and checker's acceptance notes.
7. The sender shall be responsible for the correctness of the particulars inserted by, or for, him in the waybill. He shall bear all the consequences in the event of those particulars being irregular, incorrect, incomplete, or not entered in the allotted space.

Article 21. Contracts on the organisation of conveyance of goods and passengers in rail transport

1. The railway and the sender, in the event of the need to make systematic conveyance of goods, may conclude long-term contracts on the organisation of conveyance. These contracts specify the volumes, deadlines and other conditions for provision of means of transport and presentation of goods for conveyance, and also other conditions of organisation of conveyance not prescribed by the present Code and the regulations issued in elaboration of these conditions.
2. The railway and the client (persons and corporations) may if necessary conclude long-term contracts on the organisation of conveyance of passengers. These contracts specify the procedure for organisation of conveyance, the scale of payment for this conveyance and other conditions.

The model draft of the contract is prepared by the Ministry in Charge of Transport of the Republic of xxx and can be varied with the consent of the client.

Article 22. Loading and unloading

1. The loading and unloading of goods being conveyed is carried out at warehouses and bays of rail transport designated places of general use, and also at trackside depots and bays designated places of non-general use, and coming under the jurisdiction of senders, recipients and forwarding enterprises or being leased by them.
2. The loading of goods into wagons and motor vehicles and also their unloading from them is carried out:
 - a) by the railway - at places of general use. For loading goods the railway exacts a charge from the sender and recipient on a scale prescribed by the tariff;
 - b) by the sender and recipient - at places of non-general use, and also at places of general use for dangerous and perishable goods, raw animal products, heavy and outsize goods; bulk liquid goods, bulk dumped goods and bulk dry-poured goods - in special rolling stock and travelling accompanied by the sender's or recipient's escorts.
3. Handling of goods at stations is carried out in accordance with the Regulations for conveyance of goods.
4. Containers are loaded with goods and unloaded by the senders and recipients.

Railways may undertake to carry out loading and unloading of the said goods if the appropriate mechanisms and appliances are available.
5. The loading of goods for certain routes may in exceptional cases be temporarily banned on the instructions of the Ministry in Charge of Transport at the proposal of the head of railway.

The station-master notifies the goods senders of the halting and restriction of loading of goods.

The goods senders are obliged to suspend loading for banned routes and halt the presentation of goods for conveyance within 12 hours of receiving written notification from the station-master of the halting or restriction of loading of goods.

Shortfalls created in connection with the banning or restriction of loading are made good in accordance with procedure established by the Regulations for conveyance of goods.
6. The sender shall be liable for all the consequences of defective loading carried out by him and shall, in particular, make good any loss or damage suffered by the Railway through this cause.

Article 23. Weighing of goods

1. When goods are presented for conveyance their mass must be determined and indicated on the waybill, being determined by set pattern, by standard or by weighing. The mass is permitted to be determined by calculation, notionally, or by measuring the goods so that when the rolling stock is fully laden its load cannot exceed its maximum carrying capacity.
2. The mass of the goods is determined as follows:
 - a) by the railway - when the loading is done at places of general use;
 - b) by the sender - when the loading is done at places of non-general use.
3. Determining of the mass of the goods by set pattern, by standard, by calculation or from measurement or notionally is normally carried out by the sender.

If the goods are weighed by the railway a charge is made on a scale prescribed by tariff.
4. The procedure for indicating and the method of defining the mass and quantity of goods is established by the Regulations for the conveyance of goods.
5. For weighing goods and luggage being conveyed:
 - the railways must have the necessary number of weighing machines at places of general use;
 - senders and recipients, sea and river ports, must have the necessary number of weighing machines at places of non-general use.
6. Weighing machines are subject to compulsory state verification and stamping in accordance with established procedure. The railways may on a contractual basis undertake technical servicing (official inspection, overhaul and verification) of weighing machines belonging to senders, recipients and also other corporations.
7. When overloading of a wagon is established by the forwarding station or by an intermediate station, the excess load may be removed from the wagon. Where necessary the Sender or, if the contract of carriage so entitles that party, the recipient shall be asked without delay to give instructions concerning the excess load.

8. Without prejudice to the payment of penalties the excess load shall be charged for the distance covered in accordance with the carriage charges applicable to the main road. If the excess load is unloaded, the charge for unloading shall be determined by the tariff.

Article 24. Conveyance planning

1. The railways draft and approve annual (and quarterly) plans for conveyance of goods in accordance with procedure established by the Code of Practice for Railways.
2. The nomenclature of goods, the form and procedure for submission of orders, the procedure for fulfilment and registration of fulfilment of the conveyance order and making good any shortfall is determined by the Regulations for conveyance of goods.

Article 25. The procedure for effecting conveyance

1. Conveyance of goods is effected by express dispatch, wagonloads, small-tonnage loads, container-loads and small loads. The conditions for the conveyance of goods by the aforesaid types of dispatch, and also for conveyance of household effects are defined by the Regulations for the conveyance of goods.
2. Goods including perishable and other goods are accepted for conveyance at goods train speed and also at fast train speed on routes as laid down by the regulations for conveyance of goods.

Heads of railways are entitled to define sections for goods conveyance at high speed in local goods conveyance traffic.

The rate of speed of conveyance is determined and indicated in the waybill by the sender. If only a certain speed is permitted for the conveyance of the particular goods, the sender must indicate this speed on the waybill.

Article 26. Goods of declared value

1. Senders may present for conveyance goods of declared value. The presentation for conveyance of goods of declared value is made in accordance with the Regulations for conveyance of goods.

For a declared value of goods a charge is made on a scale established by the Railway.

2. Any consignment may be the subject of a declaration of interest in delivery in accordance with the Regulations for the conveyance of goods. In this case a charge is made on a scale established by the Railway.

Article 27. Preparation of goods for conveyance

1. The sender is obliged before presenting the goods for conveyance to prepare them for transportation in such a way as to ensure the safety and safeguarding intact of the goods and rolling stock and containers during conveyance and the optimum utilisation of the carrying and accommodating capacity of the rolling stock and containers. The quality of perishable goods presented for conveyance and also their packaging and wrappings must be in keeping with the requirements of the Regulations for conveyance of goods and the standards or technical conditions for products and must ensure the goods remain intact during the period of transportation as laid down by the sender in the attestation of quality (or the expert in the certificate).
2. Senders and recipients dispatching and receiving explosive, flammable, radioactive, toxic and other dangerous goods are obliged, as are the railways, to guarantee the safety of their conveyance and possess the resources and mobile sub-units necessary for dealing with any emergencies and clearing up the aftermath of any accidents that may occur during the conveyance of these goods and ensure the immediate dispatch of the said sub-unit or their experts to the site of the incident.
3. The sender incurs liability and makes good any expenses connected with clearing up accidents or interruptions in the movement of trains occurring through his fault, including during the conveyance of goods in wagons and containers belonging to enterprises and organisations.

The railway incurs the same liability in the event of an accident occurring through its fault.

Article 28. Allocation of means of transport and presentation of goods for conveyance

1. Where the contract of carriage provides for provision of wagons or equipment, the railway is obliged to present for loading at the time established by the accepted order, by the contract for organisation of conveyance or other contract, sound wagons and containers fit for conveyance of the particular goods, cleansed of the residues of goods and refuse with accoutrements removed, and in necessary cases washed down and disinfected. The station official must notify the sender of the time when the wagons and containers are to be provided for loading by means of the sender's resources, not later than 2 hours before the provision of the wagons.
2. Rolling stock are declared fit and are prepared for commercial conveyance of a particular freight according to procedures set out in the Regulations for conveyance of goods.
3. The sender is entitled to refuse the transport resources provided if they are not fit for the conveyance of the relevant goods.

4. The provision of uncleaned empty rolling stock and containers for loading is permitted with the consent of the sender. In this case the sender must prepare the rolling stock and container, and the railway will pay the sender the expenses connected with the cleaning of the rolling stock. The sender shall be given the time necessary to clean the wagons and containers, as determined by the parties' agreement.

If rolling stock is found after unloading (pumping out) the goods, to have not been cleaned or a wagon to have open hatches or doors, on the station's tracks, the sender is liable to pay the railway a penalty as set out in the Regulations for Conveyance of Goods.

Article 29. Sealing of goods

1. The loaded wagons and containers must be sealed:
 - by the railway's seal when the goods are loaded by the railway;
 - by the seals of the sender, port or docks, when the goods are loaded by the sender, port or docks.
2. The inventory of goods permitted to be conveyed in wagons and containers without seal, and also the procedure for sealing of wagons and containers and the fixing of locking devices is established by the Regulations for conveyance of goods.
3. Senders and recipients are supplied with seals, sealing clamps, locking devices, devices for their removal, dies and wire for sealing wagons and containers, by the railway for payment.

Article 30. Procedure for settlements

1. The procedure for settlements in respect of conveyance of goods is laid down by the Regulations for the conveyance of goods.

Article 31. Redirection of goods

1. At the request of the sender or recipient in accordance with procedure prescribed by the Regulations for conveyance of goods, the railway effects the redirection of goods, i.e. changes the recipient or destination station of the goods accepted for conveyance.

The redirection is carried out with a charge being made on a scale as established by the tariff.

2. In all cases of change of recipient or destination station of the goods, the organisation at whose request this change was made is responsible to the initial addressee for the consequence of this change and is obliged to make settlement between the sender, the initial addressee and the actual recipient.

Article 32. Deadlines for delivery

1. The railways are obliged to deliver the goods according to destination and stipulated deadline. The deadlines for delivery of goods and the methods for calculating them are set out in the Regulations for conveyance of goods.

The parties are entitled to establish alternative deadline by contract.

2. The goods are considered to have been delivered on time if they have been unloaded at the destination station by the railway's resources or if the wagon and container with the goods has been delivered to be unloaded by the resources of the recipient before expiry of the established deadline for delivery.

In the event of delay in provision of wagons and containers for unloading as a result of the unloading area being occupied or for other reasons dependent on the recipient or the forwarder acting on his behalf, the goods are considered to have been delivered on time if they arrived at the destination station before expiry of the established deadline for delivery.

3. The railway is obliged to notify the recipient of the arrival of the goods at the destination station in accordance with procedure established by the Regulations for the conveyance of goods.

The railway may by agreement notify recipients of the approach of goods addressed to them if this is possible.

4. If the railway does not notify the recipient of the arrival of the goods, then the latter does not incur liability for any idling of wagons and containers and is exempted from payment of charge for storage of goods until notification of arrival of the goods has been sent.

Article 33. Delivery of goods

1. Goods are delivered at the destination station to the recipient indicated on the waybill after the latter has remitted any payments for the said conveyance which are due to the railway from the recipient. The recipient signs the railway register to confirm receipt of the goods. The goods are permitted to be delivered to a person authorised by the recipient in accordance with procedure established by the Regulations for conveyance of goods.

2. In the event of the arrival of goods addressed to the recipient, delivery of which is not envisaged by contract or agreement and also the arrival of goods whose description does not correspond to the railway waybill, the recipient is obliged to accept them for responsible storage.

The recipient may refuse to accept the goods only in the event of the quality of the goods having altered to such an extent through spoiling or damage that the possibility of the full or partial utilisation of the goods is ruled out.

3. In the event of the recipient receiving goods addressed to him at places of general use, he is obliged to accept them and take them away from the station. The duration and procedure for storage of goods at the station is established by the Regulations for conveyance of goods.

If the goods are taken away from the station by a forwarding agent the charge for storage of the goods is exacted from the enterprise removing the goods.

4. The recipient or forwarding agent bears liability for spoiling and damage to goods as a result of untimely unloading and removal of goods by the recipient or transport enterprise, including in the event of wagons being delayed on sidings and at stations ~ for reasons depending on the recipient.

Article 34. Procedure for handing over goods

1. The procedure for handing over goods at the destination station is established in the Regulations for conveyance of goods.
2. If when the railway is handing over the goods at the destination station and checking the mass, number of items, condition of goods and packaging, a shortfall, spoiling or damage to the goods or packaging is detected and if these circumstances are established by a statement of damage completed on the journey, then the destination station determines the actual amount of shortfall, spoiling or damage to the goods.

If necessary at the initiative of the railway or the recipient an expert assessment is made in accordance with procedure established by the Regulations for conveyance of goods.

Article 35. Obligations of the carrier, goods sender and goods recipient in relation to wagons

1. The conveyance of goods and mail by the railways is effected in wagons of the railways' pool and also in wagons belonging by right of ownership or, lease to senders, recipients or transport and forwarding enterprises.
2. Wagons on railways forming part of the general railways network must meet the requirements of the Regulations for technical operation of the railways.
3. Conditions pertaining to the use of wagons are established by the Regulations for conveyance of goods.

Article 36. Impossibility of delivery of goods

1. In cases when the railway as a result of circumstances of force majeure does not have the opportunity to deliver the goods to their destination or hand them over to the goods recipient indicated on the waybill and the latest deadline for storage of the goods has expired as laid down by the Regulations for conveyance of goods then the railway acts with regard to the goods according to the instructions of the sender, who is obliged to give such instructions within 24 hours of receiving notification.

If the railway does not receive any reply from the sender he is entitled to dispose of the goods in accordance with procedure established by the Regulations for conveyance of goods.

If the goods cannot be disposed of the railway is entitled to return them to the sender in accordance with procedure laid down by the Regulations for conveyance of goods.

2. The disposal of export goods arriving at border railway stations and being prevented from further conveyance, is effected in accordance with procedure laid down by the Regulations for conveyance of goods.
3. The sum of money obtained by the railway for the goods disposed of, after deduction of sums due to that railway, is made over to:
 - a) the recipient indicated on the waybill - if he has paid the value;
 - b) the sender - in all other cases.

If it is impossible to make over the sum indicated to the recipient or the sender on the expiry of the deadline established for laying and examining claims for goods not delivered to destination, this sum may be retained by the Railway.

Section V. RAILWAY SIDINGS

Article 37. Sidings

Railway sidings comprise tracks designated for serving individual enterprises and organisations connected with the uninterrupted railway lines of the general railways network and belonging to:

- a) goods senders, goods recipients and economic entities;
- b) railways.

Railway sidings are joined to the network of railways of the Republic by permission of the railway.

Article 38. Contract for operation of a railway siding

1. The railway's dealings with senders and recipients possessing railway sidings are regulated by a contract for operation of a railway siding. The form of a model contract is established in the Regulations for conveyance of goods.

2. If they have their own locomotives, senders and recipients carry out the delivery and collection of wagons and shunting operations on the railway sidings belonging to them.

If the goods sender or recipient does not have his own locomotive, the delivery and collection of wagons and shunting operations are carried out by the railway's locomotive for payment as established in the contract.

3. The sender, recipient, forwarding agent acting on their behalf and the railway are entitled by agreement, instead of a penalty for extra idling of wagons and retention of containers during loading operations or awaiting them, to establish a payment for use of wagons and containers on a scale determined by the railways in accordance with procedure prescribed in the Regulations for conveyance of goods.

4. The procedure for serving sub-clients, that is, senders or recipients having within the confines of the railway siding of another sender or recipient their own depots or railway tracks joined to them, is established by contract. This contract is concluded directly between the sub-client and the sender or recipient to whom belongs the railway siding and the locomotive serving that track.

5. When the railway siding is served by the railway's locomotive a contract is concluded between the railway and the sub-client for the delivery and collection of wagons and all settlements connected with material liability caused by damage to wagons or containers and also their use on sidings and in adjoining stations awaiting delivery, for reasons dependent on the sub-client, are made directly between them.

6. When the siding is served by the locomotive of the branch owner the liability towards the railway for use and damage to wagons or containers with the sub-client is borne by the branch owner of the siding. Vis-à-vis the sub-client the main branch owner has rights analogous to the rights the railway has towards the main branch owner in accordance with the present Code.

7. The railway's dealings with the enterprise, organisation or institution possessing its own trackside depots and loading and unloading bays on sidings belonging to the railway are regulated by contract for delivery and collection of wagons.

The delivery and collection of wagons and shunting operations on the railway's sidings are carried out by the railway's locomotive for payment according to the tariff.

8. Clearing rubbish and snow and also lighting on tracks within the territory of the enterprise, organisation or institution and in the areas of loading and unloading are carried out by the resources and at the expense of the enterprise, organisation or institution.

9. The railway may with the consent of the sender or recipient in individual cases temporarily use the railway siding or any part of it within the confines of the territory of the sender or recipient for conducting shunting operations, positioning of rolling stock and other purposes.

If the railway occupies these tracks without consent it incurs liability analogous to the liability for occupying wagons and containers without consent.

Section VI. DIRECT MIXED COMMUNICATIONS WITH OTHER FORMS OF TRANSPORT

Article 39. Direct mixed communications

1. Rail transport effects the conveyance of goods in collaboration with water (sea and river) and motor transport, organising a system of direct mixed communications. (Multimodal transport).

Article 40. The procedure for effecting direct mixed communications

Article 41. Procedure for transfer of goods at transshipment points

Article 42. Key agreements

Article 43. Conditions of conveyance and liability in direct communications

Section VII. CONVEYANCE OF PASSENGERS, LUGGAGE, LUGGAGE FREIGHT AND MAIL

Article 44. Contract for conveyance of passenger and luggage

1. Under a contract for rail conveyance of a passenger the railway undertakes to convey the passenger and his luggage to his destination, (providing the passenger with a place on a train in accordance with the ticket purchased), and the passenger undertakes to remit for his passage the **agreed** payment, and if he is handing in luggage - for the conveyance of the luggage also.
2. The form of the contract for conveyance of the passenger is a passage document, and for the conveyance of the luggage, a luggage receipt.
3. Every passenger is obliged to have a passage document, and the railway is obliged to ensure its sale before the destination station indicated by the passenger via the route taken by the train.
4. Passage documents lost or spoilt by the passenger are not renewed **and** the money paid for them is not refunded except in the cases established by the Regulations for the conveyance of passengers, luggage and luggage freight.
5. Left luggage offices at railway terminuses, regardless of possession of passage documents, receive and keep hand luggage and luggage of passengers, except for objects and substances not permitted for keeping by the Regulations for conveyance of passengers, luggage and luggage freight.

Article 45. Passengers' rights

1. The passenger has certain rights and privileges. The nature and extent of these are established in the Regulations for the conveyance of passengers luggage and luggage freight which set out a model form of contract between the Railway and the passenger.
2. The conditions of issue of tickets are established in the Regulations for the conveyance of passengers, luggage and luggage freight.
3. The conditions governing the conveyance of luggage and luggage freight are established in the Regulations for the conveyance of passengers, luggage and luggage freight.

Article 46. Basis of Liability

1. The railway shall be liable for the loss or damage resulting from the death of, personal injuries to, or any other bodily or mental harm to, a passenger, caused by an accident arising out of the operation of the railway and happening while the passenger is in, entering or alighting from railway vehicles.
2. The railway shall also be liable for the loss or damage resulting from the total or partial loss of, or damage to, any articles which the passenger, victim of such an accident, had on him or with him as hand luggage, including any animals.

Option 1 (Based on CIV)

3. The railway shall be relieved of liability:
 - a) if the accident has been caused by circumstances not connected with the operation of the railway and which the railway, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which it was unable to prevent;
 - b) wholly or partly, to the extent that the accident is due to the passenger's fault or to behaviour on his part not in conformity with the normal conduct of passengers;
 - c) if the accident is due to a third party's behaviour which the railway, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which it was unable to prevent.

Option 2

The railway shall be relieved of liability if the death, injury, loss or damage was caused by a fault on the part of the passenger or by circumstances which the railway could not avoid and the consequences of which it was unable to prevent.

Option 3

The railway shall not be relieved of liability, even if the death, injury, loss or damage was caused by a fault on the part of the passenger or by circumstances which the railway could not avoid and the consequences of which it was unable to prevent, except if the fault on the part of the passenger amounted to wilful misconduct (faute lourde).

Article 47. Extent of Liability of Railway

1. In the case of the death of the passenger the damages shall include any necessary costs following on the death, in particular those of transport of the body, burial and cremation;

2. In the case of personal injury or any other bodily or mental harm to the passenger the damages shall include:
 - a) any necessary costs, in particular those of treatment and transport;
 - b) compensation for financial loss due to total or partial incapacity to work, or to increased needs.

Article 48. Limits of Compensation

1. Option 1

When the railway is liable under Article 46(i) (death or personal injury) the upper limit of compensation shall be set at 70,000 Special Drawing Rights (SDR) of the IMF in the form of a lump sum or an annuity corresponding to that sum.

Option 2.

Some Republics may wish to substitute

- i) a reference to the Civil Code or other law dealing with limitation of compensation in the case of death or injury or
- ii) a different limit.

2. Option 1.

When the railway is liable under Article 46(2) (luggage) it shall pay compensation up to the sum of 700 SDR per passenger upon proof of loss.

Option 2.

Some Republics may wish to substitute a different limit.

3. Any agreement between the railway and the passenger which purports to exempt the railway in advance, either wholly or partly, from liability in case of death of, or personal injury to, passengers, or which has the effect of reversing the burden of proof resting on the railway, or which sets limits lower than those laid down in this Code shall be null and void. Such nullity shall not, however, affect the validity of the contract of carriage.

Article 49. Contract for conveyance of mail

1. Under a contract for conveyance of mail the railway undertakes to accept the quantity of mail **entrusted** to it and deliver it in good time and intact to its destination by a previously agreed route and hand it over to the communications enterprise, and the communications enterprise undertakes in good time to present the quantity of mail for conveyance and load it onto the means of transport provided, accept it at the point of destination and remit the established payment for conveyance of the mail.

2. Conveyance of mail is effected in mail wagons forming part of trains the list of which is established by the Ministry in Charge of Transport of the Republic of XXX.
3. The form of the contract for conveyance of mail is established by the Ministry in Charge of Transport after consultation with the railway.

Section VIII. LIABILITY IN TRANSPORT OF GOODS**Article 50. Liability under obligations regarding conveyance**

1. The parties incur liability as established by the present Code and the parties' agreement to the extent this is not incompatible with the present Code.
2. Agreements by the railways with goods owners on limiting or waiving liability established by law are invalid except for cases prescribed by the present Code.

Article 51. Liability of the carrier for not providing means of transport and of the sender for not using the means of transport provided.

1. For not providing means of transport for conveyance of goods as per accepted order or other contract the railway bears material liability in the form of penalties as set out in the Regulations for conveyance of goods, as does the sender for not presenting goods or not using the means of transport provided.
2. The procedure and deadlines for settlements for non-fulfilment of the contract for carriage are established by the Regulations for conveyance of goods.

Article 52. Carrier's liability for loss, shortfall in delivery or damage to goods

1. The railway shall be liable for loss or damage resulting from the total or partial loss of, or damage to, the goods between the time of acceptance for carriage and the time of delivery and for the loss or damage resulting from the transit period being exceeded.
2. The railway shall be relieved of such liability if the loss or damage or the exceeding of the transit period was caused by a fault on the part of the person entitled, by an order given by the person entitled other than as a result of a fault on the part of the railway, by inherent vice of the **goods** (decay, wastage, etc) or by circumstances which the railway could not avoid and the consequences of which it was unable to prevent.
3. The railway shall be relieved of such liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:
 - a) carriage in open wagons under the conditions applicable thereto or under an agreement made between the sender and the railway and referred to in the waybill;
 - b) absence or inadequacy of packing in the case of goods which by their nature are liable to loss or damage when not packed or when not properly packed;
 - c) loading operations carried out by the sender or unloading operations carried out by the recipient
 - d) completion by the **sender**, the **recipient** or an agent of either, of the formalities required by Customs or other administrative authorities;

- e) the nature of certain goods which renders them inherently liable to total or partial loss or damage, especially through breakage, rust, interior and spontaneous decay, desiccation or wastage;
- f) irregular, incorrect or incomplete description of articles not acceptable for carriage or acceptable subject to conditions, or failure on the **part** of the sender to observe the prescribed precautions in respect of articles acceptable subject to conditions;
- g) carriage of live animals;
- h) carriage which, under the provisions applicable or under an agreement made between the sender and the railway and referred to in the waybill, must be accompanied by an attendant, if the loss or damage results from any risk which the attendant was intended to avert.

Article 53. Burden of Proof

1. The burden of proving that the loss, damage or the exceeding of the transit period was due to one of the causes specified in Article 52(2) shall rest upon the railway.
2. When the railway establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the special risks referred to in Article 52(3) it shall be presumed that it did so arise. The person entitled shall, however, have the right to prove that the loss or damage was not attributable either wholly or partly to one of those risks.

This presumption shall not apply in the case referred to in Article 52, 3 (a) if an abnormally large quantity has been lost or if a package has been lost.

Article 54. Compensation for loss, spoiling, shortfall or damage

Option 1

1. In the event of total or partial loss of the goods the railway must pay, to the exclusion of all other damages, compensation calculated according to the commodity exchange quotation or, if there is no such quotation, according to the current **market** price, or if there is neither such quotation nor such price, according to the normal value of goods of the same kind and quality at the time and place at which the goods were accepted for carriage.
2. Compensation shall not exceed 17 SDR per kilogramme of gross mass short.
3. The railway shall in addition refund carriage charges, Customs duties and other amounts incurred in connection with carriage of the lost goods, but no further damages shall be payable.

Option 2 (in place of paragraphs 1, 2, 3 above)

1. The railway compensates for loss, spoiling, shortfall and damage to goods taking into account the cost with record being made of value added tax, indicated by the goods sender in the account or contract for delivery of the goods.
2. In addition to making good the cost of the loss or shortfall of the goods, the railway refunds the conveyance payment for the goods in proportion to the quantity of the loss or shortfall of the goods.

Continuation from Option 1

4. When calculation of compensation requires conversion of amounts expressed in foreign currencies, conversion shall be at the rate of exchange applicable at the time and place of payment of compensation.
5. If the value of the completely or partially lost, spoilt or damaged goods cannot be determined by the procedure indicated, then it is established by an expert assessment made in accordance with the Regulations for conveyance of goods.
6. If the goods are conveyed with a declared value, or subject to declaration of a special interest in delivery, the railway makes good the loss, spoiling, shortfall or damage according to the declared value or interest or the proportion of the declared value or interest corresponding to the lost, spoiled, lacking or damaged part of the goods, and also the charge or **part** of the charge for the declaration of value.
7. In case of damage to goods, the railway must pay compensation equivalent to the loss in value of goods, to the exclusion of all other damages. The amount shall be calculated by applying to the value of the goods the percentage of loss in value noted at the place of destination.
8. The compensation may not exceed:
 - a) if the whole consignment has lost value through damage, the amount which would have been payable in case of total loss;
 - b) if only part of the consignment has lost value through damage, the amount which would have been payable had that part been lost.
9. The railway shall in addition refund the amounts provided for in paragraph 3, in the proportion set out in paragraph 7.

Article 55. Liability for delay

Option 1

1. For delay in delivery of goods as referred to in Article 32 if loss or damage has resulted, the railway shall pay compensation to the person entitled not exceeding 3 times the carriage charges.

Option 2

1. For delay in delivery of goods as referred to in Article 32, including in conveyance in direct mixed communications, for the rail part of the journey, the railway pays the penalty of 5 per cent of the payment for conveyance for each 24 hours of delay, but not more than 50 per cent of the payment for conveyance, unless it can prove that the delay was not its fault.

The Railway pays a penalty of the same amount for delay in provision of empty wagons or containers belonging to the sender or recipient or leased by them.

Continuation of Option 1 and 2

2. In the case of total loss of goods, compensation for delay shall not be payable in addition to that provided for in Article 54.

In no case shall the total of compensation payable for delay together with that payable under Articles 54 exceed the compensation which would be payable in the event of total loss of the goods.

3. The sender and recipient are entitled to consider the goods as lost and demand compensation for loss of the goods, if the goods were not handed over to the goods sender at his request within xx days following expiry of the delivery deadline, or if the goods are being conveyed in direct mixed communications within xx days from the day of acceptance of the goods for conveyance.

If the goods arrive after expiry of the aforesaid deadlines, the recipient has the option to accept the goods and return the sum paid to him by the railway for loss of the goods. In this case the goods are handed over by the railway in the usual way.

Article 56. Compensation in case of wilful misconduct

When the loss, damage or delay has been caused by wilful misconduct on the part of the railway, full compensation for the loss or damage proved shall be paid to the person entitled by the railway.

Article 57. Liability for presenting goods banned for conveyance or goods requiring special precautionary measures during conveyance

1. For presenting goods banned for conveyance or goods requiring special precautionary measures during conveyance, with incorrect indication of the description or properties of the goods, the sender, in addition to making good any losses caused to the railway, incurs a penalty as established in the Regulations for conveyance of goods.
2. If the sender, recipient or enterprise owning a siding use wagons and containers of the public pool for their own internal conveyance without the railway's permission

they pay the railway a penalty as established in the Regulations for conveyance of goods.

Article 58. Liability for idling: wagons and containers

1. The sender or recipient is liable for penalties for detaining beyond the established time limit wagons and containers provided for loading or transloading by means of the resources of the sender or recipient, as prescribed in the Regulations for the conveyance of goods.
2. The penalty for idling of wagons or containers is exacted independently of the penalty for shortfall in provision of means of transport and for not presenting goods for conveyance.

However, the said penalties are not exacted from senders and recipients working with the railways in payment for use of wagons on a contractual basis.

3. In the case of transshipment of imported and other goods from ship directly onto wagon, for idling of a ship at moorings because the railways did not provide wagons as agreed the railway pays the port (docks) a penalty as prescribed in the Regulations for Conveyance of Goods.
4. The sender and recipient are exempted from payment of the penalty for idling of wagons and detaining of containers:
 - a) if the idling of the wagons or detaining of the containers occurred for reasons of phenomena such as natural calamities causing interruption in movement on a rail siding, and also for reasons of phenomena such as natural calamities or breakdown at the enterprise resulting in it being forbidden to carry out loading and unloading work;
 - b) if the railway provided a number of wagons (containers) exceeding the maximum handling capacity of the loading and unloading areas of the sender or recipient.

Article 59. Liability of the parties for other breaches of contract

1. For overloading a wagon or container above permissible levels sender pays a penalty established by the Regulations for conveyance of goods.
2. In the event of loss or damage to rolling stock or containers, removable conveyance accoutrements and packaging provided by the railway, the sender, recipient, docks, and also other enterprise or organisations, are obliged to repair them or pay the railway a penalty established by the Regulations for conveyance of goods.

The sender, recipient, port, docks and also other enterprise or organisations, makes good any losses borne by the railway as a result of damage to rolling stock or containers, where not covered by penalty or cost of repair.

Section IX. VERIFICATION, CLAIMS AND LAWSUITS

Article 60. Verification

1. Circumstances which may serve as the basis for material liability of the railway, goods senders, goods recipients and passengers in rail conveyance are authenticated by statements of damage, general statements, technical and other statements completed by the railways.
2. A statement of damage is completed to authenticate the following circumstances:
 - a) discrepancies between the description, mass or number of items in the freight or luggage in reality, and the information indicated on the waybill;
 - b) spoiling or damage to goods or luggage;
 - c) discovery of goods or luggage without documents, and also documents without goods or luggage;
 - d) the return of stolen goods or luggage to the railway;
 - e) that the railway has not handed over goods to the rail siding 24 hours after the paperwork for handing over the goods has been completed at the goods office (counter). In this case a statement of damage is completed only at the request of the recipient.
3. The railway is obliged if possible in the presence of the person entitled to complete a statement of damage if the railway itself has detected circumstances enumerated above or when the recipient or sender has indicated the existence of even one of these circumstances. The statement should indicate the condition of the goods their mass and, as far as possible the extent of the loss or damage, its cause and the time of its occurrence.
4. Should the person entitled not accept the findings in the statement which must be supplied free of charge by the railway, he may request that the condition and mass of the goods and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties or by a court. The procedure to be followed is established by the Regulations for conveyance of goods.
5. The procedure for completing a statement of damage and also general statements, technical statements etc, is established by the Regulations for conveyance of goods.

Article 61. Laying a claim

1. Before bringing legal action against the railway on the basis of the present Code, a claim must compulsorily be laid against it in writing.

[Article 61(2)] Option 1

- A claim for the recovery of a sum paid under the contract of carriage may only be brought by the person who made the payment.
- other claims arising from the contract of carriage may be brought:
 - i) by the sender until such time as the recipient has taken possession of the waybill and accepted the goods;
 - ii) by the recipient from the time when he has taken possession of the waybill and accepted the goods.
- In order to bring a claim, the sender must produce the duplicate of the waybill. Failing this, in order to bring a claim he must produce an authorisation from the recipient or furnish proof that the recipient has refused to accept the consignment.

In order to bring a claim, the recipient must produce the waybill if it has been handed over to him.

[Article 61(2)] Option 2

2. The following are entitled to lay claims and in the appropriate cases bring legal action against the railway:
 - a) in the event of loss of goods the recipient on condition the goods receipt is presented with the destination station's note on the arrival of the goods, and if a goods receipt cannot be presented - a document showing payment of the cost of the goods, endorsed by the bank, and the railway's advice of dispatch of the goods with the destination station's note that the goods have not arrived;
 - b) in the event of shortfall, spoiling and damage to the goods - the recipient on condition of presentation of the original railway waybill and a statement of damage issued to him by the railway, or presentation of the original railway waybill with the railway's note of completion of a statement of damage (in the event of its loss), or presentation of the original waybill and documents appealing against the railway's refusal to complete a statement of damage;
 - c) in the event of delay in delivery of the goods - the recipient on condition of presentation of the original waybill;
 - d) in the event of delay in handing over the goods - the recipient on condition of presentation of the waybill and a statement of damage;

- e) in the event of loss of luggage - the presenter of the luggage receipt, and in cases of shortfall, spoiling, damage or delay in delivery of luggage - the presenter of a statement of damage issued by the railway concerning shortfall, spoiling or damage or a general statement on delay in delivery of luggage.
3. The sender and recipient may devolve to other corporate bodies their rights to lay claims and take legal action, on condition that such instructions or authorisations are agreed by formal contract.
4. The procedure for laying and examining claims concerning excess payments, charges and penalties is laid down by the Regulations for conveyance of goods.
5. Claims arising from conveyance of goods are brought against the destination railway management.
6. Claims arising from conveyance of goods in direct mixed -communications are brought:
 - a) against the destination railway management if the railway station is the final point;
 - b) against another appropriate transport enterprise (body) constituting the final point of conveyance.
7. Claims arising out of conveyance of passengers and luggage may be brought against the departure railway management or the destination railway management at the discretion of the claimant
8. Claims by senders and recipients concerning penalties are brought against the departure railway management or the destination railway management accordingly.
9. Claims concerning damage caused by the railway to rolling stock and containers belonging to enterprises, organisations and institutions or leased by them, are examined by the railways at the place where the owner or lessee of the said rolling stock or containers is located.

The head of the railway may authorise divisions of the railways and stations to examine claims.
10. Minimum losses below which claimants are not permitted to claim are established in the Regulations for conveyance of goods and Regulations for the conveyance of passengers.
11. The claims statement must have attached to it the original documents indicated in the Regulations for conveyance of goods and Regulations for the conveyance of passengers in confirmation of the claim.
12. Claims regarding loss, shortfall, spoiling or damage to goods, must in addition to documents confirming the right to bring a claim also have attached to them a document authenticating the quantity and value of the dispatched goods.

3. In the event of the railways damaging the rolling stock or containers belonging to enterprises, organisations or institutions, the railway is obliged to repair them or pay their owner a penalty established by the Regulation for conveyance of goods and also make good any losses borne by the owner of the rolling stock or containers, as a result of their damage where not covered by penalty or cost of repair. The procedure for replacement of leased rolling stock damaged or lost by the railway, is envisaged in the lease contract.
4. For wagons and containers belonging to enterprises, organisations or institutions and lost by the railway, the railway is obliged at their request to provide them with the appropriate wagons and containers for temporary use free of charge, and after a lapse of 3 months hand over wagons and containers in place of the lost ones.
5. In the event of the railway taking without leave wagons and containers belonging to senders or recipients or leased by them the railway pays them a penalty established by the Regulations for conveyance of goods.

The said penalty is exacted independently of the penalty for idling of wagons and containers or the payment for use of them.

A delay of 15 minutes is taken as a full hour.

Article 62. Deadlines for claims

Option 1

1. Acceptance of the goods by the person entitled shall extinguish all rights of action against the railway arising from the contract of carriage in case of partial loss, damage or delay.
2. Nevertheless, the right of action shall not be extinguished:
 - a) in the case of partial loss or of damage, if:
 - i) the loss or damage was ascertained before the acceptance of the goods in accordance with Article 60 by the person entitled;
 - ii) the ascertainment which should have been carried out under Article 60 was omitted solely through the fault of the railway;
 - b) in the case of loss or damage which is not apparent and is not ascertained until after acceptance of the goods by the person entitled, provided that he:
 - i) asks for ascertainment in accordance with Article 60 immediately after discovery of the loss or damage and not later than seven days after the acceptance of the goods;
 - ii) and, in addition, proves that the loss or damage occurred between the time of acceptance for carriage and the time of delivery.
 - c) in cases where the transit period has been excluded, if the person entitled has, within sixty days, laid a claim against the railway.
 - d) if the person entitled furnishes proof that the loss or damage was caused by wilful misconduct or gross negligence on the part of the railway.

Option 2

1. Claims against railways may be laid within a period of 6 months and claims regarding payment of penalties - within a period of 45 days.

The said periods are calculated:

- a) for claims for compensation for spoiling, damage or shortfall of goods or luggage - from the day of delivery of the goods or luggage
- b) for claims for compensation for loss of goods - after the lapse of 7 days from the day the delivery deadline expired;
- c) for claims for compensation for loss of goods arising from conveyance in direct mixed communications - after the lapse of 30 days from the day of acceptance of the goods for conveyance;

- d) for claims regarding delay in delivery of goods or luggage - from the day of delivery of the goods or luggage;
 - e) from the day the claimant received a copy of the order for imposition (invoice) of the penalty - for claims for refund of a penalty for idling of wagons and detaining containers;
 - f) for claims regarding imposition of a penalty for the railway taking without permission wagons belonging to enterprises or institutions. or leased by them - on expiry of the deadline for delivering and returning to place of registry wagons belonging to enterprises or institutions or leased by them;
 - g) in all other cases - from the day of start of the incident serving as grounds for bringing claims.
2. The railway is obliged to examine a claim that has been brought and notify the claimant of its findings within the following periods from the day of receiving the claim:
- a) within months - for claims arising from conveyance in railway communications;
 - b) within months - for claims arising from conveyance in direct mixed Communications;
 - c) within days - for claims regarding payment of penalties;
 - d) within days for citizens' claims arising from conveyance of goods, passengers, luggage and luggage freight, not connected with entrepreneurial activity.
3. If the railway meets the claim partially or turns it down the notification must indicate the grounds for the railway's decision with reference to existing legislation or the relevant article of the present Code. In these cases the documents submitted with the claim statement are returned to the claimant.
4. If in the course of examination of the claim it is established that the goods have been redirected or delivered to another recipient, then the claim is returned to the claimant with indication of where, when and precisely to whom the goods were delivered, indicating the organisation on whose instructions the goods were redirected or delivered, for direct settlement with the actual goods recipient or with the organisation at whose request the goods were redirected.

Article 63. Litigation time-limit

Option 1

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

Nevertheless, the period of limitation shall be two years in the case of an action:

- a) to recover the proceeds of a sale effected by the railway;
- b) for loss or damage caused by wilful misconduct;
- c) for fraud.

2. The period of limitation shall run:

- a) in actions for compensation for total loss, from the thirtieth day after the expiry of the transit period;
- b) in actions for compensation for partial loss, for damage or for delay, from the day when delivery took place;
- c) in actions for payment or refund of carriage charges, supplementary charges, other charges or surcharges, or for correction of charges in case of a tariff being wrongly applied or of an error in calculation or collection:
 - i) if payment has been made, from the day of payment;
 - ii) if payment has not been made, from the day when the goods were accepted for carriage if payment is due from the sender, or from the day when the recipient took possession of the waybill if payment is due from him;
- d) in an action by the railway for recovery of a sum which has been paid by the recipient instead of by the sender or vice versa and which the railway is required to refund to the person entitled, from the day of the claim for a refund;
- e) in actions to recover the proceeds of a sale, from the day of the sale;
- f) in actions to recover additional duty demanded by Customs or other administrative authorities, from the day of the demand made by such authorities;
- g) in all other cases, from the day when the right of action arises.

The day indicated for the commencement of the period of limitation shall not be included in the period.

3. When a claim is presented to the railway together with the necessary supporting documents, the period of limitation shall be suspended until the day that the railway rejects the claim by notification in writing and returns the documents. If part of the claim is admitted, the period of limitation shall recommence in respect of that part of the claim still in dispute. The burden of proof of receipt of the claim or of the reply and of the return of the documents shall rest on the party who relies on those facts.

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

4. A right of action which has become time-barred may not be exercised by way of counter claim or relied upon by way of exception.

Option 2

1. Legal proceedings against the railways on the basis of the present Code can be brought only in cases when the railway has completely or partially refused to meet the claim or if no reply has been received from the railway within the period indicated in Article 62 of the present Code.

The said legal proceedings are brought in accordance with the established jurisdiction to the court of arbitration or by agreement between the parties to another impartial court in the area of the management of the railway against which the claim was laid, within 2 months from the day the reply was received from the railway or from the day of expiry of the deadline laid down for reply.

2. Legal action by the railways against senders, recipients and passengers on the basis of the present Code may be taken in accordance with established jurisdiction to the court of arbitration or court of law within a period of 6 months.

The said 6 month period is calculated:

- a) for imposition of penalty for not fulfilling the conveyance plan - from the end of the 5 day period laid down for reimbursement of the penalty;
- b) in all other cases - from the day of the start of the incident serving as grounds for bringing the action.

Article 64. Interest

1. On the acknowledged sum of the claim or sum paid out on decision of the court of arbitration or court of law the railway is liable to pay 5% APR.
2. The interest is calculated from the day the claim was brought till the day of payment of the money inclusive.
3. Interest is paid at the same rate by senders and recipients on demands made of them by the railway, arising from conveyance of goods.
4. For claims and lawsuits regarding penalties no interest is payable.

Section X. Railway Insurance**Article 65. Persons to be compulsorily insured**

(Option: Some Republics may wish to perpetuate the system of compulsory passenger insurance which existed under the former Soviet Union. Other Republics will wish to delete this Article altogether).

Article 66. Voluntary insurance in rail transport

1. The sender, recipient, passenger or other corporate body or person (the insured) may on a voluntary basis insure the goods (luggage) for the period of conveyance with any insurance organisation. Relations between the insured and the insurer are determined by the insurance contract.

Section XI. Safety of movement, guarding of goods and facilities, organisation of work in special conditions

Article 67. Organisation and principles of ensuring safety of movement

1. Enterprises of rail transport are to ensure safe conditions for passage, life and health of passengers and citizens, conveyance of goods, safety of movement of trains and other railway transport resources, including during shunting operations, and ensure labour safety and protection of the environment.
2. Safety of movement in rail transport is supervised and regulated by the Ministry in Charge of Transport of the Republic of XXX on the basis of the following main principles:
 - a systemic approach to planning and management for ensuring safety of movement;
 - technology of the conveyance process and technical resources being in accordance with binding enactment's establishing the requirements for safety of movement;
 - having respect for the legitimate interests of citizens, corporate bodies and rail transport in ensuring safety of movement;
 - mutual responsibility of citizens, corporate bodies and rail transport in questions of ensuring safety of movement.
3. Provisions concerning safety of movement in rail transport are prescribed in Regulations on Rail Safety made by the Ministry in Charge of Transport of the Republic of XXX.

Article 68. Main provisions regarding safety of movement

1. The territories of railway stations, terminuses, passenger platforms and enterprises, and the railway lines on which the movement of trains is effected and shunting and loading and unloading operations are carried out, are high risk areas and are protected if necessary.

Unauthorised persons are not permitted access to these areas except on official business. The regulations for access to high risk areas, working in them, crossing railway tracks on foot or by conveyance, are established by the Ministry in Charge of Transport of the Republic of XXX.

2. The services provided for passengers, and also the rolling stock, including specialised rolling stock, and containers, the track superstructure components and other technical resources and mechanisms provided for rail transport, must meet the requirements for safety of movement, labour safety and ecological cleanliness established by the Regulations for the technical operation of railways and are subject to compulsory certification as meeting the said requirements.

The organisation and effecting of the work of compulsory certification is carried out by the Ministry in Charge of Transport of the Republic of xxx.

3. Facilities on whose territory dangerous goods are produced, stored, loaded, transported and unloaded, must be kept from the railway tracks of general use and other structures at a distance ensuring the safe operation of the railway. The minimum distance of such facilities from the railway tracks and structures, the places of intersection of railway tracks by pipelines, lines of communication, power transmission and other mains, and also the standards regarding their construction and maintenance at places where they intersect or run close to the railway tracks, are /established by the relevant binding enactments agreed with the Ministry in Charge of Transport of the Republic of xxx.

Responsibility for ensuring adherence to the established standards in the construction and maintenance of gas and oil pipelines and other communications intersecting the railway tracks or located in the direct proximity of these tracks, and also their safe operation, is borne by the proprietor of these communications.

4. Enterprises and institutions dispatching and receiving dangerous goods, and also the railways in accordance with their competence, are obliged to guarantee the safety of their conveyance, loading and unloading, and possess the resources and mobile sub-units necessary for dealing with emergencies and clearing up the aftermath of accidents in the event of their occurring during the conveyance of these goods.
5. The main provisions regarding the technical operation of the railways and the rules regarding the activities of the workers of these railways, the dimensions and maintenance standards for structures, installations and rolling stock and the requirements pertaining to them, the system of organisation of the movement of trains and the conditions of ensuring its safety, and the principles of the signalling are established by the Regulations for technical operation of the railways.
6. The places of intersection of railway tracks with motor roads (level crossings) and procedures for operation of railway level crossings are determined by the Regulations for technical operation of the railways and construction standards and regulations.
7. The places of intersection of railway tracks with trunk pipelines carrying oil and gas products are marked by means of the appropriate signs in keeping with the regulations for the operation of the said structures.

The proprietors of the aforesaid structures are obliged to inform the railway administration in good time of the occurrence of emergency situations threatening the safety of movement so that the appropriate measures can be taken.

When taking trains and carrying out the necessary operations in areas of the aforesaid intersections for the servicing of technical resources, the railway workers are to act in accordance with procedure determined by the appropriate binding legal enactments.

8. The procedure for assessing, officially investigating and registering breaches of safety of movement are determined by the Ministry in Charge of Transport of the Republic of XXX.
9. Persons guilty of violating the rules for safety of movement incur liability envisaged by the current legislation of the Republic of xxx.

Article 69. Guarding of goods and facilities in rail transport

1. The guarding of goods during travel and at railway stations, the guarding of railway transport facilities, and also fire safety and prevention work, fire inspection and extinguishing fires in rail transport, are carried out by the paramilitary guard of the Ministry in Charge of Transport of the Republic of xxx, the statute on which is ratified by the Government of the Republic of XXX.

The list of goods to be guarded and escorted by the aforesaid paramilitary guard is approved in accordance with procedure as determined by the Government of the Republic of XXX. The procedure for guarding and escorting these goods is laid down by the Ministry in Charge of Transport of the Republic of XXX.

2. The guarding of the most important facilities of rail transport and special goods is carried out by sub-units of the internal troops of the Ministry of Internal Affairs of the Republic of xxx. The lists of such facilities and goods are laid down by the Government of the Republic of xxx.
3. The guarding and escorting of some goods is carried out by the senders or recipients in accordance with procedure prescribed by the Regulations for the Conveyance of Goods of the Republic of xxx.
4. The maintenance of public order and combating crime in rail transport are ensured by the bodies of internal affairs for transport and the territorial militia sub-units in collaboration with the sub-units of the paramilitary guard and enterprises and institutions of rail transport.

(Option: Some Republics may wish to nominate different institutions to carry out these procedures in Article 69).

Article 70. Organisation of the work of railway transport in special circumstances

1. Enterprises, organisations and institutions of rail transport are to take immediate steps to clear up the aftermath of natural calamities, crashes, and breakdowns causing violation of the operation of railway transport. In order to take these steps they must possess a reserve of material and technical resources, the inventory of which is determined by the Ministry in charge of Transport of the Republic of xxx.

2. The bodies of state power are to give rail transport assistance in clearing up the aftermath of crashes, breakdowns, natural calamities (snowdrift, floods, fires and others) threatening peoples lives and health and safety of movement and safeguarding of freight.

Section XII. Electronic Data Interchange

Article 71

When the railway and any other party have agreed to communicate electronically any document referred to in this Code or in Regulations supporting this Code may be replaced by an equivalent electronic data interchange message provided that this preserves a record of the information contained therein and is displayable in human language on a video screen or as printed out by a computer.

Draft III

Interpreter's Version

Traceca Project No. 1

**Legal and Regulatory Framework
Draft Road Transport Code for the
Republics of the Traceca Corridor**

Rijswijk, the Netherlands, ~~August 1996~~ January 1997

Table of Contents

Section A1 GENERAL PROVISIONS

Objectives of Road Transport
 Main Concepts used in the Code
 Scope of the Code
 Non-Discriminatory Principle

Section B2 STATE REGULATION OF ROAD TRANSPORT

Access to the Profession of Operator in Road Transport ~~(and Operator in Forwarding)~~ Haulage for Hire and Reward
Access to Own-account Haulage
 The International Road Transport Market
 Access to the International Road Transport Market by Operators Established in the Republic of

Access to the Road Transport Market of the Republic of by Operators not Established in the Republic of

Dimensions and Weights in Road Transport
 Special Types of Road Transport
 Collection of Transport ~~(and Forwarding)~~ Data
~~Market-Crisis~~ Surplus of Transport Services
 Transport ~~(and Forwarding)~~ Tariffs
 Consignment Notes
 Civil Liability Insurance

Section C3 LIABILITIES IN ROAD TRANSPORT

Conclusion and Performance of the Contract
 Liabilities of the ~~Transport (or forwarding)~~ Operator
 Liabilities of Successive Transport Operators

Section D4 ENFORCEMENT PROVISIONS

Obligations of the ~~Entrepreneur~~ Transport Operator
 Checking and Investigation

Designation as a Criminal and Economic Offence
Appeal

Section E5 ADMINISTRATIVE PROVISIONS

Tasks and Obligations of the Ministry

Tasks and Obligations of Regional Transport Departments

Finance of the Administration

Goods Road Transport (and Forwarding) Advisory Committee

Section F6 TRANSITIONAL AND FINAL PROVISIONS

Section 1 GENERAL PROVISIONS

Objectives of Road Transport

Main Concepts used in the Code

Article 1

1. For the purpose of this Code and the provisions based thereupon the following definitions shall have the following meanings:
 - a. Ministry; the Ministry of Transport;
 - b. Motor vehicle; ~~Any~~ self-propelled vehicle formally used for the transport of goods upon a road, other than vehicles running on rails or connected to electric conductors;
 - c. Lorry; a motor vehicle equipped for road transport or an articulated motor vehicle or a trailer equipped for road transport and coupled to a motor vehicle or articulated motor vehicle;
 - d. Combined ~~V~~vehicle; Road ~~T~~train consisting of a motor vehicle coupled to a trailer, or Articulated ~~M~~motor ~~V~~vehicle consisting of a motor vehicle with a trailer having no front axle and so attached that part of the trailer is superimposed upon the motor vehicle and a substantial part of the weight of the trailer and of its load is borne by the motor vehicle. Such a trailer shall be called a semi-trailer;
 - e. Trailer; any vehicle designed to be drawn by a motor vehicle, excluding a semi-trailer;
 - f. Maximum ~~L~~load; the weight of the load declared permissible by the competent authority of the Republic of in which the vehicle is registered;
 - g. Permissible ~~M~~maximum ~~W~~weight; the weight of the vehicle and its maximum load when the vehicle is ready for the road;
 - h. Road ~~T~~transport; road transport by lorry of goods for hire and reward and ~~own-account haulage; goods exclusively intended for or coming from an own undertaking or business and carried by that business.~~
 - i. ~~Forwarding; managing, but not performing, the transport of goods by an operator who assumes the responsibility for the performance thereof as a transport operator.~~

- i. Own-account haulage; transport by lorry of goods exclusively intended for or coming from an own undertaking or business;
 - j. Haulage for hire and reward; transport of goods by lorry for hire and reward, not being own-account haulage;
 - jk. Transport operator; natural person or legal person at whose expense and risk the road transport operations, or part thereof, are actually carried out;
 - k. ~~Forwarding operator; natural person or legal person who concludes a road transport contract and assumes responsibility for the performance thereof as a transport operator.~~
 - l. Consignor; natural person or legal person by whom or on whose behalf a contract is concluded with the transport operator for the road transport;
 - m. Consignee; natural person or legal person entitled to receive the goods from the transport operator;
 - n. International transport; any road transport in which at least one border between two states is crossed;
 - o. Cabotage; national road transport, carried out by a transport operator in a State, different from the State where it is registered;
 - p. ~~Market crisis~~ Surplus of transport services; the situation of substantial or long lasting surplus of supply of transport services, compared to customer demand, which comprises serious danger to the financial stability and survival of a substantial number of transport operators;
 - q. Dangerous goods; goods considered as dangerous according to the ADR Convention;
 - r. Perishable goods; goods considered as perishable according to the ATP Convention;
 - s. Good ~~R~~epute; the guarantee the enterprise transport operator does not harm or endanger the society or the economy of the Republic of by its activities;
 - t. Creditworthiness; having available sufficient resources to ensure the launching and proper administration of the enterprise transport operator;
 - u. Professional competence; possession of skills in specified areas gained by means of special training courses and/or acquired in transport (~~or forwarding~~) practice;
2. Road transport shall include the loading of goods into a lorry or the unloading

of goods from the lorry by the transport operator and the moving of a lorry in unladen state.

Scope of the Code

Article 2

1. This Code shall apply to road transport on public highways. ~~(and forwarding)~~.
2. This Code shall apply to road transport which is carried out in the Republic of and outside the Republic of if carried out by an operator established in the Republic of
3. Any stipulation which would directly or indirectly derogate from the provisions of this Code shall be null and void.

Article 3

This Code shall not apply to road transport with a lorry of which the maximum load does not exceed 500 kg.

Non-Discriminatory Principle

Article 4

Non-Discriminatory Principle

This Code will apply under ~~the same~~ equal conditions, without discrimination on grounds of nationality, place of establishment or ownership of ~~an enterprise~~ a transport operator.

Section 2 STATE REGULATION OF ROAD TRANSPORT

Access to the Profession of Operator in ~~Road Transport (and Operator in Forwarding)~~ Haulage for Hire and Reward

Article 5

1. It is ~~forbidden~~ not permitted to engage in ~~road transport (or in forwarding)~~ haulage for hire and reward without an appropriate licence.
2. The following types of ~~road transport~~ haulage for hire and reward are exempt from licensing as referred to in subarticle 1:
 - a. for the Ministry of Defence, ~~and the Ministry of Internal Affairs and the~~ Ministry of Security;
 - b. when the motor vehicles have a maximum load up to 3.5 tonnes or a permissible maximum weight up to 6 tonnes, including trailers attached.
3. Other types of ~~road transport (and forwarding)~~ haulage for hire and reward to which the prohibition referred to in subarticle 1 do not apply may be designated by order in the Council of Ministers.

Article 6

1. An application for a licence for ~~road transport (or forwarding)~~ haulage for hire and reward shall not be dealt with until after:
 - a. ~~The~~ particulars required in order to determine whether the requirements referred to in article 8 have been fully supplied and the papers required for this purpose have been submitted;
 - b. ~~The~~ fee referred to in article 84 has been paid.
2. If the applicant has not been notified of a decision within eight weeks of the date on which the application is first dealt with, the application shall be deemed to have been granted.

Article 7

1. An application for a licence for ~~road transport (or forwarding)~~ haulage for hire and reward shall be refused if the applicant, as a natural or legal person, ~~or the managing directors of the applicant~~ has been the holder of a licence or a permit as referred to in article 14 which has been withdrawn in the period of two years preceding the application on the grounds that the requirement for the ~~reliability~~ good repute as referred to in article 8, subarticle 1c, is no longer satisfied, or withdrawal is being considered on the grounds of this article.
2. The provisions of subarticle 1 shall also apply if the applicant is or has been the managing director of a natural or legal person and is also or has been in permanent and actual control of the ~~road transport (or forwarding)~~ haulage for hire and reward operations, and the procedure for withdrawal or cancellation as referred to in ~~subsection~~ article 1 has been or is being applied in relation to the licence of that natural or legal person.

Article 8

1. A licence for ~~road transport (or forwarding)~~ haulage for hire and reward shall be issued if there is compliance with the requirements of:
 - a. registration of the operator according to the Code of the Republic of;
 - b. establishment of the operator within the territory of the Republic of;
 - c. good repute, by the person who is in permanent and actual control of the ~~road transport (or forwarding)~~ haulage for hire and reward or, if this control rests with two or more persons, by each of them;
 - d. creditworthiness, by the operator or, if two or more natural persons together act as operator, by them jointly;
 - e. professional competence by the person who is in permanent and actual control of the ~~road transport (or forwarding)~~ haulage for hire and reward.
2. Rules may be laid down by or are pursuant to order in the Council of Ministers concerning the requirements referred to in subarticle 1.

Article 9

Licences ~~are~~ must be issued on an equal basis and on equal conditions for all enterprises transport operators, ~~disregarding~~ regardless of nationality, citizenship, ownership, existing supply of transport services in the market or whatsoever.

Article 10

1. A licence for ~~road transport (or forwarding)~~ haulage for hire and reward shall be issued for a period of
2. The number of vehicles on a licence are not fixed.
3. A licence for ~~road transport (or forwarding)~~ haulage for hire and reward can not be transferred to third parties.

Article 11

1. It is ~~forbidden~~ not permitted to operate a lorry in ~~road transport~~ haulage for hire and reward without an appropriate licence certificate on board.
2. Licence certificates shall be issued for a lorry at the request of the licence holder with respect to the licences referred to in article 10.
3. Licence certificates shall be issued if there is compliance with the requirements of:
 - a. technical standards for the lorry;
 - b. annual technical testing of the ~~motor vehicle~~ lorry;
 - c. type approval and registration of the ~~motor vehicle~~ lorry in the Republic of
 - d. Compulsory motor vehicle insurance.
4. Additional rRules may be laid down by or are pursuant to order in the Council of Ministers concerning the requirements referred to in subarticle 3.

Article 12

A licence for ~~road transport (or forwarding)~~ haulage for hire and reward shall lapse by law from the date;

- a. of death or legal incapacity of the licence holder;
- b. on which the legal person to which the licence has been issued is dissolved.

Article 13

1. A licence for ~~road transport (or forwarding)~~ haulage for hire and reward shall be withdrawn;

- a. at the request of the licence holder;
 - b. if a licence has been issued on the basis of incorrect particulars;
 - c. if the requirements referred to in article 8, subarticle 1, are no longer complied with.
2. Rules governing the circumstances in which the requirement referred to in article 8, subarticle 1, is no longer satisfied, shall be laid down by or pursuant to order in the Council of Ministers.

Article 14

1. If the requirements of good repute and professional competence are no longer satisfied as a result of death or legal incapacity, permission may be given in individual cases in response to an application to this effect for the operation of ~~an undertaking~~ a transport operator to be continued either temporarily or permanently.
2. A permit shall be issued in respect of the permission referred to in subarticle 1.
3. Rules shall be laid down by or pursuant to order in the Council of Ministers regarding the permission referred to in subarticle 1.

Access to Own-account Haulage

Article 15

1. It is not permitted to engage in own-account haulage without being registered as an own-account haulier.
2. The provisions of subarticle 1 shall not apply to the holder of a licence for haulage for hire and reward or to an operator to whom permission as referred to in article 14 has been granted.
3. Types of own-account haulage to which the prohibition referred to in subarticle 1 does not apply may be designated by order in Council of Ministers.

Article 16

The name and nature of the undertaking or business shall be stated when own-account haulage operations are registered.

Article 17

1. An application for registration or extension shall not be dealt with until after the particulars required in order to determine whether the requirements referred to in article 19, subarticle 1, have been supplied and the fee referred to in article 84 has been paid.
2. If the applicant has not been notified of a decision within eight weeks of the date on which the application is first dealt with, the application shall be deemed to have been granted.

Article 18

1. An application for registration shall be refused if the applicant, as a natural or legal person:
 - a. has been in possession of such a registration, which has been cancelled in the period of two years preceding the date of submission of the

application on the ground of the provisions in article 25, subarticle 1c:
 b. is in possession of such a registration and at the time at which the application is submitted cancellation of the registration on the grounds referred to in article 25, subarticle 1c is being considered.

2. The provisions of subsection 1 shall also apply if the applicant is or has been the managing director of a natural or legal person and also bears or has borne responsibility for the haulage, and the procedure referred to in article 25, subarticle 1c has been or is being applied in relation to the registration of that natural or legal person.

Article 19

1. Registration shall not be effected until the applicant has shown that the haulage for which the registration is requested may be designated as own-account haulage.
2. Rules shall be laid by order in the Council of Ministers concerning the conditions in which there may be said to be an own undertaking or business.

Article 20

Registrations must be granted on an equal basis and on equal conditions for all transport operators, regardless of nationality, citizenship, ownership, existing supply of transport services in the market or whatsoever.

Article 21

1. A registration shall be granted for a period of
2. After the end of the period referred to in subarticle 1, the period of validity of the registration may be extended for the same period at the request of the transport operator.

Article 22

1. It is not permitted to operate a lorry in own-account haulage without an

appropriate registration certificate on board.

2. Registration certificates shall be issued for a lorry at the request of the registered person with respect to the registrations referred to in article 21.
3. Registration certificates shall be issued if there is compliance with the requirements of:
 - a. technical standards for the lorry;
 - b. annual technical testing of the lorry;
 - c. type approval and registration of the lorry in the Republic of..;
 - d. compulsory motor vehicle insurance.
4. Additional rules may be laid down by or are pursuant to order in the Council of Ministers concerning the requirements referred to in subarticle 3.

Article 23

It is not permitted to transport in own-account lorries goods which are not in accordance with the nature of the business.

Article 24

Without prejudice to the provisions of article 25, subarticle 1a, a registration shall lapse by law with effect from the date:

- a. of death or legal incapacity of the registered person;
- b. on which the natural or legal person registered is dissolved.

Article 25

1. A registration shall be cancelled:
 - a. at the request of the registered person;
 - b. if a registration has been granted on the basis of incorrect particulars;
 - c. if the provisions referred to in article 5, subarticle 1, or article 23 have been repeatedly infringed.

2. Rules may be laid down by order in Council of Ministers concerning the provisions of subarticle 1.

The International Road Transport Market

Article 26.

1. International road transport is carried out on the basis of bilateral and multilateral agreements concluded between the Republic of and other ~~s~~States.
2. Transport as mentioned in subarticle 1 may be carried out by transport operators, ~~disregarding~~ regardless of their nationality and the type of ownership, permitted to carry out these transport services in accordance with the legislation of the Republic of
3. In the absence of an agreement mentioned in subarticle 1 foreign transport operators not registered in the Republic of may obtain permission to enter the Republic of at the border crossing on entering the Republic of
4. In accordance with generally accepted international standards a permit is not required for the transport of certain types of goods, mentioned ~~any~~ in the agreements referred to in subarticle 1 which are binding.

Access to the International Road Transport Market by Operators Established in the Republic of

Article 27

1. An operator established in the Republic of is ~~forbidden~~ not permitted to engage in international road transport without being in possession of the supplementary documents specified by order in the Council of Ministers.
2. Rules shall be laid down by or pursuant to order in the Council of Ministers concerning:
 - a. the issue of, use and withdrawal of supplementary documents;
 - b. the possibility of granting exemption from the use of the supplementary

- documents;
- c. transport which is engaged in by an operator established in the Republic of entirely in another country, whether or not under cover of a special document.

Access to the Road Transport Market of the Republic of by Operators not Established in the Republic of

Article 28

Article 5, subarticle 1 and article 15, subarticle 1, shall not apply to international road transport by an operator who is not established in the Republic of

Article 29

1. An operator not established in the Republic of is ~~forbiden~~ not permitted to engage in international road transport in the territory of the Republic of without being in possession of an appropriate authorisation.
2. Rules shall be laid down by or pursuant to order in Council of Ministers concerning:
 - a. the conditions under which the authorisation may be issued and withdrawn;
 - b. the possibility of granting exemption from this authorisation;
 - c. the possibility of refusing entry to the Republic of

Dimensions and wWeights in Road Transport

Article 30

1. On the territory of the Republic of the maximum authorised dimensions of lorries are:
 - a. Maximum length

- Motor vehicle	12,00 m
-----------------	---------

- Trailer 12,00 m
- Articulated vehicle 16,50 m
- Road train 18,00 m

- b. Maximum width 2,50 m

- c. Maximum height 4,00 m

- d. Removable superstructures and standardized freight items such as containers are included in the dimensions specified in a,b and c.

- e. Any motor vehicle or combined vehicle which is in motion must be able to turn within a swept circle having an outer radius of 12,50 m and an inner radius of 5,30 m.

- f. Maximum distance between the axis of the fifth-wheel king pin and the rear of a semi-trailer 12,00 m.

2. Other specifications to which a lorry referred to in subarticle 1 has to comply with regard to the dimensions may be designated by or pursuant to order in the Council of Ministers.

Article 31

1. On the territory of the Republic of the maximum authorised weights of lorries are:

a. Motor vehicles forming part of a combined vehicle

- Two-axle trailer 18 tonnes
- Three-axle trailer 24 tonnes

b. Combined vehicles

Road trains with five or six axles

- Two-axle motor vehicle with three-axle trailer 40 tonnes
- Three-axle motor vehicle with two or three-axle trailer 40 tonnes

- Articulated vehicles with five or six axles
- Two-axle motor vehicle with three axle semi-trailer 40 tonnes
 - Three-axle motor vehicle with two or three-axle semi-trailer 40 tonnes
 - Three-axle motor vehicle with two or three-axle semi-trailer carrying a 40-foot ISO container or two 20-foot ISO containers as a ~~combined~~ transport operation using more than one mode of transport 44 tonnes
 - Road trains with four axles consisting of a two-axle motor vehicle and a two axle trailer 36 tonnes
 - Articulated vehicles with four axles consisting of a two axle motor vehicle and a two axle semi-trailer, if the distance between the axles of the semi- trailer is:
 - 1,3 m or greater but not more than 1,8 m 36 tonnes
 - greater than 1,8 m 36 tonnes
 - +2 tonnes

of margin when the maximum authorised weight of the motor vehicle (18 tonnes) and the maximum authorised weight of the tandem axle of the semi-trailer (20 tonnes) are respected and the driving axle is fitted with twin tyres and air suspension or an suspension recognised as being equivalent.

c. Motor vehicles

- Two-axle motor vehicles 18 tonnes
- Three-axle motor vehicles 25 tonnes
- Three-axle motor vehicles, where the driving axle is fitted with twin tyres and air suspension or a suspension recognised as being equivalent 26 tonnes
- Four-axle motor vehicles with two steering axles, where the driving axle is fitted with twin tyres and air suspension or a suspension recognised as being equivalent 32 tonnes

2. On the territory of the Republic of the maximum authorised axle weight and related characteristics of the lorries are:
- a. Single axles
Single non-driving axle 10 tonnes

 - b. Tandem axles of trailers and semi-trailers
The sum of the axle weights per tandem axle must not exceed, if the distance (d) between the axle is:
 - : less than 1 m ($d < 1,0$) 11 tonnes
 - : between 1,0 m and less than 1,3 m ($1,0 \leq d < 1,3$) 16 tonnes
 - : between 1,3 m and less than 1,8 m ($1,3 \leq d < 1,8$) 18 tonnes
 - : 1,8 m and more ($1,8 \leq d$) 20 tonnes

 - c. Tri-axes of trailers and semi-trailers
The sum of the axle weights per tri-axle must not exceed, if the distance (d) between the axles is:
 - : 1,3 m or less ($d \leq 1,3$) 21 tonnes
 - : over 1,3 m and up to 1,4 m ($1,3 < d \leq 1,4$) 24 tonnes

 - d. Driving axle
Driving axle of the vehicles referred to in subarticle 1, b and c 11,5 tonnes

 - e. Tandem axles of motor vehicles
The sum of the axle weights per tandem axle must not exceed, if the distance(d) between the axles is:
 - : less than 1 m ($d < 1,0$ m) 11,5 tonnes
 - : 1,0 m or greater but less than 1,3 m ($1,0 \text{ m} \leq d < 1,3 \text{ m}$) 16 tonnes
 - : 1,3 m or greater but less than 1,8 m ($1,3 \text{ m} \leq d < 1,8 \text{ m}$) 18 tonneswhere the driving axle is fitted with twin tyres and air suspension 19 tonnes

 - f. All vehicles
The weight borne by the driving axle or driving axles of a vehicle or combined vehicle must not be less than 25 % of the total laden weight of the vehicle or combined vehicle, when used in international traffic.

-
- g. Road trains
The distance between the rear axle of a motor vehicle and the front axle of a trailer must not be less than 3,00 m.
- h. Maximum authorized weight depending on the wheelbase.
The maximum authorized weight in tonnes of a four-axle motor vehicle may not exceed five times the distance in metres between the axes of the foremost and rearmost axles of the vehicle.
- i. Semi-trailers
The distance measured horizontally between the axis of the fifth-wheel king pin and any point at the front of the semi-trailer must not exceed 2,04 metres.
3. Other specifications to which a lorry referred to in subarticle 1 has to comply with regard to the weights and axle weights may be designated by or pursuant to order in the Council of Ministers.

Special Types of Road Transport

Article 32

1. It is ~~forbidden~~ not permitted to engage in road transport of dangerous goods, perishable goods, extra-dimensional goods and heavy goods without an appropriate ~~license~~ permit.
2. Rules shall be laid down by or pursuant to order in Council of Ministers concerning:
- the conditions under which the ~~special~~ permit may be issued;
 - the possibility of granting exemptions from this ~~special~~ permit.
3. Other types of road transport to which the prohibition referred to in subarticle 1 apply may be designated by or pursuant to order in the Council of Ministers.

Collection of Transport ~~(and Forwarding)~~ Data

Article 33

1. The licence holder, the registered person, and permit holder as referred to in article 14, subarticle 2, shall be obliged to supply the Ministry with particulars about the road transport, ~~(or forwarding)~~.
2. The Ministry may issue rules about the particulars to be supplied and the manner in which they are to be supplied.

Market Crisis Surplus of Transport Services

Article 34

1. In the event of a crisis surplus of transport services in the transport market, the Ministry is entitled, for a transport market or for a region or for all transport markets or for the State as a whole, to:
 - a. prohibit licensing of new entrepreneurs transport operators;
 - b. limit the maximum permissible number of vehicles of the existing transport operators.
2. The measures pursuant to subarticle 1 shall be adopted only after a market survey which indicate a market crisis surplus of transport services.
3. The limitations pursuant to subarticle 1 shall be continued until the market crisis surplus of transport services has been terminated, but in no case for a period longer than 6 months.

Transport ~~(and Forwarding)~~ Tariffs

Article 35

1. Tariffs for road transport ~~(and forwarding)~~ services are to be determined freely.
2. Transport organisations are entitled to recommend transport ~~(and forwarding)~~ tariffs.

Consignment Notes

Article 36

1. It is forbidden to engage in road transport under a licence ~~(or forwarding)~~ as referred to in article 5, subarticle 1, or under a permit as referred to in article 14, subarticle 2, if no consignment note has been completed in respect of such road transport.
2. Types of road transport to which the prohibition referred to in subarticle 1 does not apply may be designated by or pursuant to order in the Council of Ministers.

Article 37

1. The consignment note shall contain the following particulars:
 - a. the date of the consignment note and the place at which it is made out;
 - b. the name and address of the sender;
 - c. the name and address of the transport operator;
 - d. the place and the date of taking over of the goods and the place designated for delivery;
 - e. the name and address of the consignee;
 - f. the description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;
 - g. the number of packages and their special marks and numbers;
 - h. the gross weight of the goods or their quantity otherwise expressed;
 - i. charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery);
 - j. the requisite instructions for customs and other formalities;
 - k. a statement that the carriage is subject, notwithstanding any clause to the contract, to the provisions of this Code.
2. Where applicable, the consignment note shall also contain the following particulars:

- a. a statement that transshipment is not allowed_{7i};
 - b. the charges which the sender undertakes to pay_{7i};
 - c. the amount of "cash on delivery" charges_{7i};
 - d. a declaration of the value of the goods and the amount representing special interest in delivery_{7i};
 - e. the sender's instructions to the transport operator regarding insurance of the goods_{7i};
 - f. the agreed time-limit within which the carriage is to be carried out_{7i};
 - g. a list of the documents handed to the transport operator.
3. The parties may enter in the consignment note any other particulars which they may deem useful.

Civil Liability Insurance

Article 38

Road transport (~~and forwarding~~) on the territory of the Republic of is carried out under insurance against civil liability of the transport operator (~~or forwarding operator~~) towards third parties in accordance with the Code on

Section 3 LIABILITIES IN ROAD TRANSPORT

Article 39

1. Transport operators, ~~(forwarding operators,)~~ consignors and consignees, as a natural or legal person, operating in road transport ~~(and forwarding)~~, are liable according to the Law on Transport of the Republic of, this Code, the Regulations for Transport of ~~Freight~~ Goods, and Multilateral and Bilateral Agreements of the Republic of
- ~~2. Any stipulation which would directly or indirectly derogate from the provisions of this section of the Code shall be null and void.~~

Conclusion and Performance of the Contract

Article 40

1. The consignment note shall be made out in three original copies signed by the sender and by the transport ~~(or forwarding)~~ operator. These signatures may be printed or replaced by the stamps of the sender and the transport ~~(or forwarding)~~ operator. The first copy shall be handed to the sender, the second shall accompany the goods and the third shall be retained by the transport ~~(or forwarding)~~ operator.
2. When the goods which are to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the sender or the transport ~~(or forwarding)~~ operator shall have the right to require a separate consignment note to be made out for each vehicle used, or for each kind or lot of goods.

Article 41

1. The sender shall be responsible for all expenses, loss and damage sustained by the transport ~~(or forwarding)~~ operator by reason of the inaccuracy or inadequacy of;

- a. the particulars specified in article 37, subarticle 1, b, d, e, f, g, h and j;
 - b. the particulars specified in article 37, subarticle 2;
 - c. any other particulars or instructions given by him to enable the consignment note to be made out or for the purpose of their being entered therein.
2. If, at the request of the sender, the transport ~~(or forwarding)~~ operator enters in the consignment note the particulars referred to in subarticle 1 of this article, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.
 3. If the consignment note does not contain the statement specified in article ~~26~~ 37, subarticle 1k, the transport ~~(or forwarding)~~ operator shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.

Article 42

1. On taking over the goods the transport ~~(or forwarding)~~ operator shall check;
 - a. the accuracy of the statements in the consignment note as to the number of packages and their marks and numbers, and
 - b. the apparent condition of the goods and their packaging.
2. Where the transport ~~(or forwarding)~~ operator has no reasonable means of checking the accuracy of the statements referred to in subarticle 1a, he shall enter his reservations in the consignment note together with the grounds on which they are based. He shall likewise specify the grounds for any reservations which he makes with regard to the apparent condition of the goods and their packaging. Such reservations shall not bind the sender, unless he has expressly agreed to be bound by them in the consignment note.
3. The sender shall be entitled to require the transport ~~(or forwarding)~~ operator to check the gross weight of the goods or their quantity otherwise expressed. He may also require the contents of the packages to be checked. The transport ~~(or forwarding)~~ operator shall be entitled to claim the cost of such checking. The result of the checks shall be entered in the consignment note.

Article 43

1. The consignment note shall be prima facie evidence of the making of the contract of carriage, the conditions of the contract and the receipt of the goods by the transport ~~(or forwarding)~~ operator.
2. If the consignment note contains no specific reservations by the transport ~~(or forwarding)~~ operator, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the transport operator took them over and that the number of packages, their marks and numbers corresponded with the statements in the consignment note.

Article 44

The sender shall be liable to the transport ~~(or forwarding)~~ operator for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the transport ~~(or forwarding)~~ operator at the time when he took over the goods and he made no reservations concerning it.

Article 45

1. For the purposes of the Customs or other formalities which have to be completed before delivery of the goods, the sender shall attach the necessary documents to the consignment note or place them at the disposal of the transport ~~(or forwarding)~~ operator and shall furnish him with all the information which he requires.
2. The transport ~~(or forwarding)~~ operator shall not be under any duty to enquire into either the accuracy or the adequacy of such documents and information. The sender shall be liable to the transport ~~(or forwarding)~~ operator for any damage caused by the absence, inadequacy or irregularity of such documents and information, except in the case of some wrongful act or neglect on the part of the transport ~~(or forwarding)~~ operator.
3. The liability of the transport ~~(or forwarding)~~ operator for the consequences arising from the loss or incorrect use of the documents specified in and

accompanying the consignment note or deposited with the transport (~~or forwarding~~) operator shall be that of an agent, provided that the compensation payable by the transport (~~or forwarding~~) operator shall not exceed that payable in the event of loss of the goods.

Article 46

1. The sender has the right to dispose of the goods, in particular by asking the transport (~~or forwarding~~) operator to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a consignee, other than the consignee indicated in the consignment note.
2. This right shall cease to exist when the second copy of the consignment note is handed to the consignee or when the consignee exercises his right under article ~~36~~ 47, subarticle 1; from that time onwards the transport (~~or forwarding~~) operator shall obey the orders of the consignee.
3. The consignee shall, however, have the right of disposal from the time when the consignment note is drawn up, if the sender makes an entry to that effect in the consignment note.
4. If in exercising his right of disposal the consignee has ordered the delivery of the goods to another person, that other person shall not be entitled to name other consignees.
5. The exercise of the right of disposal shall be subject to the following conditions:
 - a. that the sender or, in the case referred to in ~~paragraph~~ subarticle 3 of this article, the consignee who wishes to exercise the right produces the first copy of the consignment note on which the new instructions to the transport (~~or forwarding~~) operator have been entered and indemnifies the transport (~~or forwarding~~) operator against all expenses, loss and damage involved in carrying out such instructions;
 - b. that the carrying out of such instructions is possible at the time when the instructions reach the person who is to carry them out and does not either interfere with the normal working of the transport (~~or forwarding~~)

operator's ~~undertaking~~ or prejudice the senders or consignees of other consignments;

- c. that the instructions do not result in a division of the consignment.
6. When, by reason of the provisions of subarticle 5b ~~of this article~~, the transport ~~(or forwarding)~~ operator cannot carry out the instructions which he receives, he shall immediately notify the person who gave him such instructions.
 7. A transport ~~(or forwarding)~~ operator who has not carried out the instructions given under the conditions provided for in this article, or who has carried them out without requiring the first copy of the consignment note to be produced, shall be liable to the person entitled to make a claim for any loss or damage caused thereby.

Article 47

1. After arrival of the goods at the place designated for delivery, the consignee shall be entitled to require the transport operator to deliver to him, against a receipt, the second copy of the consignment note and the goods. If the loss of the goods is established or if the goods have not arrived after the expiry of the period provided for in article 54, the consignee shall be entitled to enforce in his own name against the transport ~~(or forwarding)~~ operator any rights arising from the contract of carriage.
2. The consignee who avails himself of the rights granted to him under subarticle 1 ~~of this article~~ shall pay the charges shown to be due on the consignment note, but in the event of dispute on this matter the transport ~~(or forwarding)~~ operator shall not be required to deliver the goods unless security has been furnished by the consignee.

Article 48

1. If for any reason it is or becomes impossible to carry out the contract of carriage in accordance with the terms laid down in the consignment note before the goods reach the place designated for delivery, the transport ~~(or forwarding)~~ operator shall ask for instructions from the person entitled to dispose of the

goods in accordance with the provisions of article 46.

2. Nevertheless, if circumstances are such as to allow the carriage to be carried out under conditions differing from those laid down in the consignment note and if the transport ~~(or forwarding)~~ operator has been unable to obtain instructions in reasonable time from the person entitled to dispose of the goods in accordance with the provisions of article 46, he shall take such steps as seem to him to be in the best interests of the person entitled to dispose of the goods.

Article 49

1. Where circumstances prevent delivery of the goods after their arrival at the place designated for delivery, the transport ~~(or forwarding)~~ operator shall ask the sender for his instructions. If the consignee refuses the goods, the sender shall be entitled to dispose of them without being obliged to produce the first copy of the consignment note.
2. Even if he has refused the goods, the consignee may nevertheless require delivery so long as the transport ~~(or forwarding)~~ operator has not received instructions to the contrary from the sender.
3. When circumstances preventing delivery of the goods arise after the consignee, in exercise of his rights under article 46, subarticle 3, has given an order for the goods to be delivered to another person, subarticles 1 and 2 of ~~this article~~ shall apply as if the consignee were the sender and that other person were the consignee.

Article 50

1. The transport ~~(or forwarding)~~ operator shall be entitled to recover the cost of his request for instructions and any expenses entailed in carrying out such instructions, unless such expenses were caused by the wrongful act or neglect of the transport ~~(or forwarding)~~ operator.
2. In the cases referred to in article 48, subarticle 1, and in article ~~38~~ 49, the transport ~~(or forwarding)~~ operator may immediately unload the goods for account of the person entitled to dispose of them and thereupon the transport

shall be deemed to be at an end. The transport ~~(or forwarding)~~ operator shall then hold the goods on behalf of the person so entitled. He may however entrust them to a third party, and in that case he shall not be under any liability except for the exercise of reasonable care in the choice of such third party. The charges due under the consignment note and all other expenses shall remain chargeable against the goods.

3. The transport ~~(or forwarding)~~ operator may sell the goods, without awaiting instructions from the person entitled to dispose of them, if the goods are perishable or their condition warrants such a course, or when the storage expenses should be out of proportion to the value of the goods. He may also proceed to the sale of the goods in other cases if after the expiry of a reasonable period he has not received from the person entitled to dispose of the goods, instructions to the contrary which he may reasonably be required to carry out.
4. If the goods have been sold pursuant to this article, the proceeds of sale, after deduction of the expenses chargeable against the goods, shall be placed at the disposal of the person entitled to dispose of the goods. If these charges exceed the proceeds of sale, the transport ~~(or forwarding)~~ operator shall be entitled to the difference.
5. The procedure in the case of sale shall be determined by the law or custom of the place where the goods are situated.

Article 51

1. If the consignee takes delivery of the goods without duly checking their condition with the transport operator or without sending him reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within seven days of delivery, Sundays and public holidays excepted, in the case of loss or damage which is not apparent, the fact of his taking delivery shall be prima facie evidence that he has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the reservations referred to shall be made in writing.

2. When the condition of the goods has been duly checked by the consignee and the transport operator, evidence contradicting the result of this checking shall only be admissible in the case of loss or damage which is not apparent and provided that the consignee has duly sent reservations in writing to the transport operator within seven days, Sundays and public holidays excepted, from the date of checking.
3. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the transport operator, within twenty-one days from the time that the goods were placed at the disposal of the consignee.
4. In calculating the time-limits provided for in this article the date of delivery, or the date of checking, or the date when the goods were placed at the disposal of the consignee, as the case may be, shall not be included.
5. The transport operator and the consignee shall give each other every reasonable facility for making the requisite investigations and checks.

Liabilities of the Transport Operator

Article 52

1. The transport ~~(or forwarding)~~ operator shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.
2. The transport ~~(or forwarding)~~ operator shall however be relieved of liability if the loss, damage or delay was caused by:
 - a. by the wrongful act or neglect of the claimant;:
 - b. by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the transport ~~(or forwarding)~~ operator;:
 - c. by inherent vice of the goods, or;:
 - d. through circumstances which the transport ~~(or forwarding)~~ operator could not avoid and the consequences of which he was unable to prevent.

3. The transport (~~or forwarding~~) operator shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the transport, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.
4. Subject to article 53, subarticles 2 to 5, the transport (~~or forwarding~~) operator shall be relieved of liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:
 - a. use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note;
 - b. the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
 - c. handling, loading, stowage or unloading of the goods by the sender, the consignee or persons acting on behalf of the sender or the consignee;
 - d. the nature of certain kinds of goods which particularly exposes them, to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;
 - e. insufficiency or inadequacy of marks or numbers on the packages;
 - f. the transport of livestock.
5. Where under this article the transport (~~or forwarding~~) operator is not under any liability in respect of some of the factors causing the loss, damage or delay, he shall only be liable to the extent that those factors for which he is liable under this article have contributed to the loss, damage or delay.

The Burden of Proof

Article 53

1. The burden of proving that loss, damage or delay was due to one of the causes specified in article 52, subarticle 2, shall rest upon the transport (~~or forwarding~~) operator.
2. When the transport (~~or forwarding~~) operator establishes that in the circum-

stances of the case, the loss or damage could be attributed to one or more of the special risks referred to in article 41 ~~52~~, subarticle 4, 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.

3. This presumption shall not apply in the circumstances set out in article 52, subarticle 4a, if there has been an abnormal shortage, or a loss of any package.
4. If the transport is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the transport ~~(or forwarding)~~ operator shall not be entitled to claim the benefit of article 52, paragraph 4d, unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.
5. The transport ~~(or forwarding)~~ operator shall not be entitled to claim the benefit of article 52, paragraph 4f, unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.

Delay in Delivery

Article 54

Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a complete load in the normal way, exceeds the time it would be reasonable to allow a diligent transport ~~(or forwarding)~~ operator.

Article 55

1. The fact that goods have not been delivered within ten days for national transport and thirty days for international transport following the expiry of the

agreed time-limit, or, if there is no agreed time-limit, within twenty days for national transport and sixty days for international transport from the time when the transport ~~(or forwarding)~~ operator took over the goods, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.

2. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgement of such request.
3. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included therein but without prejudice to any claims to compensation for delay in delivery under article 58 and, where applicable, article 61.
4. In the absence of the request mentioned in subarticle 2 or of any instructions given within the period of thirty days specified in subarticle 3, or if the goods are not recovered until more than one year after the payment of compensation, the transport ~~(or forwarding)~~ operator shall be entitled to deal with them in accordance with the law of the Republic of

Cash-on-Delivery

Article 56

Should the goods have been delivered to the consignee without collection of the "cash on delivery" charge which should have been collected by the transport ~~(or forwarding)~~ operator under the terms of the contract of transport, the transport ~~(or forwarding)~~ operator shall be liable to the sender for compensation, not exceeding the amount of such charge without prejudice to his right of action against the consignee.

Dangerous Goods

Article 57

1. When the sender hands goods of a dangerous nature to the transport (~~or forwarding~~) operator, he shall inform the transport (~~or forwarding~~) operator of the exact nature of the danger and indicate, if necessary, the precautions to be taken. If this information has not been entered in the consignment note, the burden of proving, by some other means, that the transport (~~or forwarding~~) operator knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the sender or the consignee.
2. Goods of a dangerous nature which, in the circumstances referred to in subarticle 1, the transport (~~or forwarding~~) operator did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless by the transport (~~or forwarding~~) operator without compensation; further, the sender shall be liable for all expenses, loss or damage arising out of their handing over for transport or of their transport.

Compensation

Article 58

1. When, under the provisions of this Code, a transport (~~or forwarding~~) operator is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for transport.
2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
3. Compensation shall not, however, exceed 25 francs per kilogram of gross weight short. "Franc" meaning the gold franc weighing 10/31 of a gramme and being millesimal fineness 900.

4. In addition, the transport charges, customs duties and other charges incurred in respect of the transport of the goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damages shall be payable.
5. In the case of delay, if the claimant proves that damage has resulted therefrom the transport ~~(or forwarding)~~ operator shall pay compensation for such damage not exceeding the transport charges.
6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 59 and 61.

Article 59

The sender may, against payment of a surcharge to be agreed upon, declare in the consignment note a value for the goods exceeding the limit laid down in article 58, subarticle 3, and in that case the amount of the declared value shall be substituted for that limit.

Article 60

1. In case of damage, the transport ~~(or forwarding)~~ operator shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with article 58, subarticles 1, 2 and 4.
2. The compensation may not, however, exceed;
 - a. if the whole consignment has been damaged, the amount payable in the case of total loss,
 - b. if part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Article 61

1. The sender may, against payment of a surcharge to be agreed upon, fix the

amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the consignment note.

2. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed, up to the total amount of the interest declared, independently of the compensation provided for in articles 58, 59 and 60.

Article 62

1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per centum per annum, shall accrue from the date on which the claim was sent in writing to the transport ~~(or forwarding)~~ operator or, if no such claim has been made, from the date on which legal proceedings were instituted.
2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

Article 63

1. In cases where, loss, damage or delay arising out of transport under this Code gives rise to an extra-contractual claim, the transport ~~(or forwarding)~~ operator may avail himself of the provisions of this Code which exclude his liability or which fix or limit the compensation due.
2. In cases where the extra-contractual liability for loss, damage or delay of one of the persons for whom the transport ~~(or forwarding)~~ operator is responsible under the terms of article ~~64~~ 72 is in issue, such person may also avail himself of the provisions of this Code which exclude the liability of the transport ~~(or forwarding)~~ operator or which fix or limit the compensation due.

Article 64

1. The transport ~~(or forwarding)~~ operator shall not be entitled to avail himself of the provisions of this section which exclude or limit his liability or which shift the burden of proof if the damage was caused by his wilful misconduct or by such default on his part as, in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to wilful misconduct.
2. The same provision shall apply, if the wilful misconduct or default is committed by the agents or servants of the transport ~~(or forwarding)~~ operator or by any other persons of whose services he makes use for the performance of the transport, when such agents, servants or other persons are acting within the scope of their employment. Furthermore, in such a case such agents, servants or other persons shall not be entitled to avail themselves, with regard to their personal liability, of the provisions of this section referred to in subarticle 1.

Liabilities of Successive Transport Operators**Article 65**

If carriage governed by a single contract is performed by successive road transport operators, each of them shall be responsible for the performance of the whole operation, the second transport operator and each succeeding transport operator becoming a party to the contract of carriage, under the terms of the consignment note, by reason of his acceptance of the goods and the consignment note.

Article 66

1. A transport operator accepting the goods from a previous transport operator shall give the latter a dated and signed receipt. He shall enter his name and address on the second copy of the consignment note. Where applicable, he shall enter on the second copy of the consignment note and on the receipt reservations of the kind provided for in article 42, subarticle 2.
2. The provisions of article 43 shall apply to the relations between successive transport operators.

Article 67

Except in the case of a counter-claim or a set-off raised in an action concerning a claim based on the same contract of carriage, legal proceedings in respect of liability for loss, damage or delay may only be brought against the first transport operator, the last transport operator or the transport operator who was performing that portion of the carriage during which the event causing the loss, damage or delay occurred; an action may be brought at the same time against several of these transport operators.

Article 68

A transport operator who has paid compensation in compliance with the provisions of this Code, shall be entitled to recover such compensation, together with interest thereof and all costs and expenses incurred by reason of the claim, from the other transport operator who has taken part in the carriage, subject to the following provisions:

- a. the transport operator responsible for the loss or damage shall be solely liable for the compensation whether paid by himself or by another transport operator;
- b. when the loss or damage has been caused by the action of two or more transport operators, each of them shall pay an amount proportionate to his share of liability; should it be impossible to apportion the liability, each transport operator shall be liable in proportion to the share of the payment for the carriage which is due to him;
- c. if it cannot be ascertained to which transport operators liability is attributable for the loss or damage, the amount of the compensation shall be apportioned between all the transport operators as laid down in b. above.

Article 69

If one of the transport operators is insolvent, the share of the compensation due from him and unpaid by him shall be divided among the other transport operators in proportion to the share of the payment for the carriage due to them.

Article 70

1. No transport operator against whom a claim is made under articles 68 and 69 shall be entitled to dispute the validity of the payment made by the transport operator making the claim if the amount of the compensation was determined by judicial authority after the first mentioned transport operator had been given due notice of the proceedings and afforded an opportunity of entering an appearance.
2. A transport operator wishing to take proceedings to enforce his right of recovery may make his claim before the competent court or tribunal of the ~~country~~ State in which one of the transport operators concerned is ordinarily resident, or has his principal place of business or the branch or agency through which the contract of carriage was made. All the transport operators concerned may be made defendants in the same action.

Article 71

Transport operators shall be free to agree among themselves on provisions other than those laid down in articles 68 and 69.

Section 4 ENFORCEMENT PROVISIONS

Obligations of the Entrepreneur Transport Operator

Article 72

1. The heads or managing directors of the transport ~~(or forwarding)~~ operator shall be obliged to ensure that nothing is done in the enterprise to infringe on the provision of article 5, article 15, or any of the other requirements laid down in this Code, insofar as infringement thereof constitutes a criminal or economic offence.
2. A similar obligation rests on the supervisory staff, insofar as they have been charged by the head or the managing director with ensuring the observance of these provisions.
3. The transport ~~(or forwarding)~~ operator shall be responsible for the acts and omissions of his agents and servants and of any other persons ~~of~~ whose services he makes use of for the performance of the transport, when such agents, servants or other persons are acting within the scope of their employment, as if such acts or omissions were his own.
4. The head or the managing director and of the supervisory staff shall be deemed to have complied with their obligations if they can show that they have given the requisite orders, taken the requisite measures and provided the requisite means and that the supervision that can reasonably be required has been exercised in order to ensure the observance of the provisions, the observance of which they were obliged to check.

Checking and Investigation

Article 73

The following are charged with checking observance of the provisions made by or pursuant to this Code:

- a. Officials designated by or pursuant to the Code;

- b. Customs officials;
- c. Officials designated by the Ministry.

Article 74

For the purpose of discharging their duties the officials referred to in article ~~73~~ shall be empowered to demand that the drivers of lorries stop them in accordance with their instructions, and take them to the nearest suitable place designated by them and permit a check on the observance of the provisions made by or pursuant to this Code.

Article 75

For the purpose of discharging their duties the officials referred to in article ~~64~~ ~~73~~ shall be empowered;

- a. to demand that information which they reasonably believe to be necessary for the performance of their duties is supplied by any person who is involved in the road transport; ~~(or forwarding)~~
- b. to demand them to produce all papers which they reasonably believe they need to inspect for the performance of their duties.

Article 76

For the performance of their duties, the officials referred to in article ~~64~~ ~~73~~ shall at all time have access to every place, including lorries but excluding a dwelling without the consent of the occupant, which they reasonably believe they need to enter for the performance of their duties, if necessary with the assistance of the police.

Article 77

1. Any person who is involved in road transport ~~(or forwarding)~~ shall be obliged to cooperate immediately and fully with the officials referred to in article ~~73~~, provide all information that is properly requested and immediately hand over on request all papers for inspection which the officials reasonably believe they need for the performance of their duties.
2. Notwithstanding the provision of subarticle 1, persons who are obliged to

observe secrecy on account of their position, profession or office may refuse to supply information or hand over papers or parts thereof or inspection to the extent that their duty of secrecy allows.

Article 78

1. The officials charged with investigating infringements of this Code shall be empowered to prevent the road transport ~~(or forwarding)~~ that involves a contravention of the provisions of article 5, subarticle 1 and article 15, subarticle 1, and article 29, and to detain the lorry with which the infringement has been committed for a maximum of 48 hours in order that the prohibited state may be terminated.
2. The officials referred to in subarticle 1 shall be empowered to take the detained lorry or have it taken at the expense of the licence holder or registered person to a place designated by them. If necessary they may seek the assistance of the police.
3. The relevant official shall prepare an office report of every instance in which a lorry is detained and send this official report within twenty-four hours to the public prosecutor at the District eCourt within whose jurisdiction the detention occurred. A copy of the official report shall be issued or sent at the same time to the driver and to the licence holder of the lorry.
4. Each interested party may file a notice of objection to a detention within four weeks on the grounds that:
 - a. it contravenes the provisions of subarticle 1 or because there was no reasonable suspicion of a criminal offence as referred to there;
 - b. the interest that was protected by the infringed regulation was not in reasonable proportion to the interest that was damaged by the detention;
 - c. the detention was in some other way in contravention of a principle of proper administration recognised as such in general legal thinking.
5. The notice of objection shall be filed with the district court referred to in subarticle 3. The objection shall be dealt with by a chamber of that court dealing with criminal or economic offences. The court shall decide as quickly as

possible after the interested party has been heard or has in any event been properly summoned. If the court considers the notice of objection to be well-founded, it may order that compensation be paid by the State, without prejudice to the right of the interested party to require compensation on the basis of other statutory provisions.

6. Appeal against the decisions of the District Court may be lodged with the Court of Appeal by the Public Prosecutions Department within two weeks of the decision and by the interested party within two weeks of the service of the decision on him. Subarticle 5 shall apply mutatis mutandis to the processing of the appeal.
7. Appeal in cassation against the decisions of the court of appeal may be lodged by the Public Prosecutions Department within two weeks of the decision and by the interested party within two weeks of the service of the decision on him.

Designation as a Criminal and Economic Offence

Article 79

1. Infringement of each of the provisions in article 5, article 15, article 18, article 29, article.... shall constitute a criminal offence within the meaning of the Code and other regulations.
2. Infringements of each of the provisions in article..... etc. Sshall constitute an economic offence within the meaning of the Code and other regulations.

Appeal

Article 80

A person whose interests are directly affected by a decision taken under this Code or the provisions based upon it, may appeal against it to the

Section 5 ADMINISTRATIVE PROVISIONS

Tasks and Obligations of the Ministry

Article 81

1. The Ministry is the responsible State Administration for road transport ~~(and forwarding)~~ in the Republic of to:
 - a. support the economic and social interests of the Republic of in the field of transport ~~(and forwarding)~~ ;
 - b. design transport policies for optimal interaction of all types of transport based on scientific research;
 - c. draft laws and regulations for the functioning of road transport; ~~(and forwarding)~~
 - d. manage the ~~S~~state ~~A~~administration in the field of road transport ~~(and forwarding)~~.

2. The Ministry implements transport policies in byelaws pursuant to this Code and the Transport Law within the limits of its competency according to the Constitution, the Civil Code and other Codes of the Republic of

3. The Ministry and other state authorities are not entitled to interfere in the economic activity of road transport ~~(and forwarding)~~ without specific legal powers.

Article 82

1. Pursuant to this Code the Ministry has the following obligations in the field of road transport ~~(and forwarding)~~:
 - a. the issue and withdrawal of licences for road transport ~~(or forwarding)~~ as referred to in article 8 and article 13, subarticle 1, respectively;
 - b. registering own-account haulage operations and cancelling registrations as referred to in article 17, subarticle 1 and article 25;
 - c. extending the period of validity of registrations as referred to in article 21, subarticle 2;

- bd. the issue of licence certificates as referred to in article 11, subarticle 4 2;
 - e. the issue of registration certificates as referred to in article 22, subarticle 2;
 - ef. the granting of permission to continue the operation of ~~an undertaking~~ a transport operator and the issue of permits as referred to in article 14, subarticles 1 and 2 respectively;
 - dg. the issuing of supplementary documents for international road transport as referred to in article 27, subarticles 1 and 2c;
 - fh. the issuing and withdrawal of authorisations for engaging in international road transport as referred to in article 29, subarticle 1;
 - gi. the issuing and withdrawal of ~~special~~ permits for engaging in special types of road transport as referred to in article 32, subarticle 1;
 - hj. participation in negotiations under bilateral and multilateral agreements with other States or for the conclusion of bilateral and multilateral agreements;
 - ik. other activities which it may be charged by or pursuant to order in Council of Ministers in respect of road transport (~~or forwarding~~).
2. The Ministry can transfer the tasks mentioned in subarticle 1 and in article 33, to regional transport departments and independent bodies, representing the various interests in the road transport sector (~~and forwarding sector~~).
3. The delegation mentioned in subarticle 2 will be designated by order in Ministerial regulation.
4. The Ministry remains responsible in case of a delegation of tasks designated by this Code.

Tasks and Obligations of Regional Transport Departments

Article 83.

1. The execution of state administration for road transport (~~and forwarding~~) pursuant to this Code is carried out locally by regional transport departments of the Ministry.

2. The regional transport departments;
 - a. carry out tasks mentioned in article 82, subarticle 2;
 - b. monitor road transport ~~(and forwarding)~~ activities with a view to improvement of the efficiency of transport ~~(and forwarding)~~, traffic safety and protection of the environment;
 - c. organise transport ~~(and forwarding)~~ in the event of emergency.
3. Rules shall be laid down by or pursuant to order in Council of Ministers concerning tasks and obligations mentioned in subarticle 2.

Finance of the Administration

Article 84

1. To cover the costs connected with the activities of licensing the applicant shall be liable to pay a fee for;
 - a. the processing of an application for the issue of a licence as referred to in article 8;
 - b. the processing of an application for registration of own-account haulage operations as referred to in article 17, subarticle 1, or for an extension thereof as referred to in article 21, subarticle 2;
 - ~~b.c.~~ the processing of an application for the continuation of the operation of ~~an undertaking~~ transport operator as referred to in article 14;
 - ~~ed.~~ the issuing of a licence certificate as referred to in article 11, subarticle ~~1~~ 2;
 - e. the issuing of a registration certificate as referred to in article 22, subarticle 2;
 - ~~ef.~~ the processing and issue of a document as referred to in article ~~16~~ 27, subarticles 1 and 2c;
 - ~~eg.~~ the processing and issuing of an authorisation as referred to in article ~~18~~ 29, subarticle 1;
 - ~~fh.~~ the processing and issuing of a ~~special~~ permit as referred to in article ~~21~~ 32.

2. The holder of a licence for ~~road transport (or forwarding)~~ haulage for hire and reward shall owe annual fees to cover the costs connected with the activities referred to in article 82, subarticle ~~4~~ 1k and article 86.
3. The fees mentioned in subarticle 1 shall be proposed annually by the Ministry for approval by the Council of Ministers.

Article 85

Rules concerning application for and the contents, issue, use and surrender of the following documents shall be laid down by or pursuant to order in the Council of Ministers:

- a. the licence referred to in article 5;
- b. the licence certificate or registration certificate referred to in article 11, subarticle 1, and article 22, subarticle 1, respectively;
- c. the permit referred to in article 14, subarticle 2;
- d. the consignment note referred to in article 36;
- e. the supplementary documents referred to in article 27;
- ef. the authorisation referred to in article 29, subarticle 1;
- fg. the ~~special~~ permit referred to in article 32.

Goods Road Transport ~~(and Forwarding)~~ Advisory Committee

Article 86

1. The Ministry shall establish a ~~Goods Road (and Forwarding)~~ Goods Road Transport Advisory Committee.
2. Concerned parties from the transport sector ~~(and forwarding sector)~~ will be represented in the Road Transport ~~(and Forwarding)~~ Advisory Committee.
3. The Ministry discusses the execution of the Code and matters concerning road transport policies in general in the Road Transport ~~(and Forwarding)~~ Advisory Committee.

Section 6 TRANSITIONAL AND FINAL PROVISIONS

Article 87

1. From the moment that the Code comes into force, the entrepreneurs transport operators who want to carry out road transport ~~(or forwarding)~~, must adhere to this Code.
2. Entrepreneurs Transport Operators who are carrying out ~~road transport~~ transport for hire and reward at the time that the Code comes into force shall have to fulfil the licence obligation within 2 years.
3. ~~(Entrepreneurs who are carrying out forwarding at the time that the Code comes into force shall have to fulfil the licence obligation within 1 year.)~~

Article 88

1. The maximum dimensions and weights in Road transport referred to in article 30 and 31 come into force after..... for international transport and after for national transport.
2. Rules may be laid down by or are pursuant to order in the Council of Ministers concerning the gradual introduction of the maximum dimensions and weights.

Article 89

This Code may be cited as the Road Transport Code.

DRAFT

LAW ON TRANSPORT

Current Law defines the basis for legal, economic and organizational activity of transport.

SECTION 1. General Provisions.

Article 1. General concepts, adopted in the Law.

Transport of the State is registered on its territory railway, road, maritime, internal water, air, urban electric, including metro, and located on its territory trunk pipeline transport.

Transport enterprise is a legal entity, engaged in economic-commercial activity, dealing with goods, passenger, luggage carriage; transport means maintenance and repair and operating in compliance with the legislation of the state.

Carrier is either a legal entity or a physical person operating a vehicle in private or other kind of ownership, rendering services of passenger, luggage, goods and mail carriage for reward or for hire and having relevant permit or license, issued in compliance with the existing procedure. For the purposes of this Law the term "carrier" shall also include a freight forwarder or multimodal transport operator, whether or not either operates any vehicles.

Client (consignee, consignor, passenger, freighter, freightee) is either a legal entity or a physical person, or a state using transport in compliance with the agreement signed with a carrier.

Article 2. Legislation on transport.

Relations, connected with transport activity, are regulated by the current Law, Transport Codes, other legislative and normative acts in force.

Carriage conditions; transport means use, ensuring road safety, recognition of labour protection rules, fire safety and sanitary norms procedures, are defined by regulations (normative acts), enforced in relevant modes of transport, approved in compliance with existing procedure and being compulsory for all the participants of transport relations and also by the agreement between the parties.

Article 3. About ownership in transport.

Transport in a state is based on various forms of ownership.

All transport owners are equal and are equally protected by law.

Railways of common access and roads of republican and local (oblast) significance, including engineering facilities on them, trunk pipelines, navigable waterways, lighthouses together with facilities and navigation signs, regulating and ensuring safety of shipping; ATC air-navigation appliances; telecommunication networks; engineering networks, connected with aircrafts, air carriage servicing technology and flights support; metro are state owned.

Article 4. Transport lands.

The following lands are recognized as transport lands:

- those, allotted to land users for transport units;
- those, allotted to transport, road and other enterprises, exercising roads and ways construction and operation.

Land relations, emerging while allotting lands for transport, and their use procedure are defined by the Land Code of the state, by Presidential and Governmental Decrees, issued in line with the Code, and by other regulations.

With the aim of providing reliable operation of facilities and other transport units in regions subject to land-slides, mud-slides, erosion and other dangerous natural phenomena protective zones might be organized.

Transport enterprises have the right to give the lands, allotted to them, for temporary use by other enterprises, organizations and individuals for cargo storage, sidings connection appliances, passenger services and other purposes, related to transport activity.

The use of lands, allotted for transport needs, is done in compliance with the procedure and conditions, defined in the Land Code of the state and Transport Codes, taking into account existing norms and design-technical documents.

SECTION 2. Transport activity state regulation and management system.

Article 5. State regulation of transport operation.

State regulation of transport activity is done in the form of legal support, licensing, taxation, loans, financing and price formation, investments, uniform social and scientific-technical policy, control over the execution of state legislation by transport enterprises.

State bodies do not have the right to interfere into the economic activity of transport enterprises and to use their operational personnel for other works, except in the cases, envisaged by the legislation.

Article 6. State management of transport.

Transport regulation is exercised by a state Regulatory body, established following the decision of the President and operating in accordance with the Regulations, approved by the Government.

The main tasks for state Regulatory bodies are:

- protection of the rights of the Republic of xxx in the area of transport;
- inter-state and international cooperation-operation in the area of transport;
- drafting legislative and other acts, standards, norms defining legal and normative procedure for all modes of transport operation regardless of the type of ownership;
- developing concepts and state national development programs for all modes of transport, making and implementing scientific-technical and social policy, personnel training and education;
- creating conditions to meet the demand of both the economy and population of the Republic in transportation and relevant services;
- control over transport services consumers' rights observance;
- the ensuring of timely and qualified supply of transportation services exists to meet state needs of the Republic and population;
- coordination of work and performing transport complex state regulation function in the Republic of xxx;
- maintaining forecasts and statistics.

Article 7. Licensing of transport activity.

Commercial-entrepreneurial activity, related to transport process implementation is exercised on the basis of a special permit (license).

The list of transport activities subject to licensing is compiled by legislation.

License issue and revocation procedure is defined by the legislation.

Article 8. Main functions of local executive authorities in the area of transport.

Local executive authorities perform the following functions:

- state regulation of transport enterprises in state and municipal ownership;
- creation of appropriate conditions for entities and individuals subject to transport relations;
- creation and implementation of local programs for transport development;
- strengthening of logistical and social basis of transport.

Power of local executive authorities in the area of transport is exercised in compliance with the legislation on local representative and executive bodies and other legislative and normative acts, defining their competence.

SECTION 3. Main provisions for transport activity.

Article 9. Basis for economic and business activity.

The basis for economic and business relations in transport is formed by transport services demand and supply market.

Transport enterprises are free to develop plans, sign agreements to perform job and render services according to client's needs.

Passenger transport enterprises which are not profitable because of current regulated tariffs are subsidized out of republican and local budget accordingly.

State power and regulatory bodies while granting privileges for transport services to certain categories of population, including the right for free travel, should identify the source of financing to compensate transport enterprises.

Construction of stations, terminals, metro, ports, piers, airports, pedestrian bridges and tunnels, passenger platforms and other population services facilities is done using the funds of both republican and local budgets, transport enterprises and voluntary dues from legal entities and physical persons.

Maintenance of navigable waterways, shipping locks, shipping safety inspectorate is performed using the funds of the republican budget.

For using state-owned ports, waterways, ATC and air-navigation services in the airspace both legal entities and physical persons, including foreign, pay the dues, the procedure and amount of which is defined by the Government and inter-governmental agreements.

Article 10. Carriage of goods, passengers and luggage, transport freight-forwarding services.

1. Carriage of goods, passengers and luggage, transport freight-forwarding services are performed on the basis of a carriage agreement.
2. Conditions for the carriage of goods, passengers, luggage, performing transport freight-forwarding operations and liability of the parties for the above activities are defined by the agreement between the parties, provided the Civil Code and other legislative acts and rules, issued in compliance with the existing procedure, do not envisage different.
3. According to the passenger carriage agreement a carrier commits itself to carry a passenger to the destination point, in case a passenger has luggage - to deliver it to the destination point and to hand it to an authorized person; a passenger commits himself (herself) to pay a fare and in case of luggage to pay for its carriage. In cases, envisaged by legislative transport acts, the

agreement for passenger and luggage carriage is supplemented by a ticket and luggage invoice accordingly.

4. According to the goods carriage agreement a carrier commits itself to deliver the cargo handed to it by a consignor to the destination point and to hand it to an authorized person (consignee); a consignor commits himself (herself) to pay a fare defined by the agreement or tariff. In cases envisaged by legislative transport acts the agreement for goods carriage is supplemented by a consignment note, bill of lading or other document.
5. According to the charter (freight) agreement one party (freighter) commits itself to place one or several transport means whole or partial capacity at the other party's disposal for reward for one or several trips for passenger, goods and luggage carriage. The form and types of the above agreement are defined by transport legislation.
6. If there is a need for regular carriage a carrier and a consignor may sign agreements on the organization of carriage. According to the agreement on the organization of carriage a carrier commits itself within a certain time period to accept and a consignor - to submit for transportation goods of a defined volume. In a permanent agreement on the organization of carriage volumes, time periods, quality of carriage and other conditions for transport means granting and goods for carriage submission together with other conditions not envisaged by the legislation are defined.
7. Organizations of different modes of transport may sign agreements on the organization of goods transportation (nodes agreement, agreements for centralized import/export of goods and others). Signing procedure for such agreements is defined by legislative transport acts adopted in compliance with the legislation in force.

Article 11. Direct multi-modal transport.

1. Railway, maritime, internal water, air and road transport arranges a system of direct multi-modal transport.
2. Relations between transport enterprises while carrying goods, passengers and luggage by different modes of transport using a unified transport document together with the organizational procedure for such carriage are defined by an agreement between enterprises of relevant mode of transport signed in compliance with the legislation on direct multi-modal (combined) transport.

Article 12. Carriage by hire and reward transport.

1. Carriage performed by a commercial organization is considered to be a carriage by hire and reward transport in case it becomes clear out of the legislation, other legal acts or a license issued that the above organization may perform passenger, goods or/and luggage carriage upon the request from any individual or legal entity.

2. Agreement on carriage by hire and reward transport is a public agreement.

Article 13. Submission of transport means, cargo handling.

1. A carrier must submit to the consignor for loading and within the time-period defined in the order, agreement on the organization of carriage or by another agreement, operable transport means in the condition appropriate for carrying relevant cargo. A consignor has the right to reject those transport means not suitable for carriage of a certain cargo.
2. Cargo handling is performed by a transport organization or a consignor (consignee) following the procedure defined in the agreement and within a certain time period recognizing the requirements fixed by transport codes and rules issued in compliance with them.
3. Cargo handling is performed using labour force and funds of a consignor (consignee), this should be done within the time period defined in the agreement provided such periods are not fixed by transport codes and rules issued in compliance with them.

Article 14. Fares.

1. For goods, passenger and luggage carriage a fare fixed by the agreement is collected provided the legislation does not envisage another.
2. Fare for goods, passenger and luggage carriage by a hire and reward transport is calculated on the basis of tariffs adopted in compliance with the procedure fixed in legislative acts on transport.
3. Works and services, performed upon the demand from cargo owners and not envisaged by tariffs are paid on the basis of an agreement between the parties.
4. A carrier has the right to keep the goods submitted to him for carriage to cover the amount of fare due to him and other carriage payments provided the legislation does not envisage another.

Article 15. Goods, passenger and luggage delivery time.

A carrier is obliged to deliver goods, passengers and luggage to the destination point within the time period defined by transport codes and carriage rules issued to develop the codes. If the delivery time is not fixed and the parties did not envisage it in the agreement the delivery should be done within a reasonable time.

Article 16. The authority of a consignor to dispose of the cargo.

1. A consignor or an owner of an entitling cargo document may order a carrier to stop the carriage or return the goods or to give another instruction. In this case a carrier is authorized to claim payment for the carriage performed and reimbursement of the expenses incurred in connection with the instruction received.
2. A consignor loses the authority stated in the previous article in the moment the cargo is handed to the consignee after the cargo has been delivered to the destination point.

Article 17. Rights of a passenger.

A passenger has the right:

1. To buy a ticket for any mode of transport and for any route opened for passenger carriage;
2. To obtain a seat according to the ticket bought;
3. To carry children with him free of charge or on other prescribed conditions;
4. To carry with him free of charge hand bags within fixed norms;
5. To hand in the luggage for carriage according to the tariff;
6. To extend the ticket while making a stop en route not more than for 10 days and nights while traveling by all modes of transport except urban and sub-urban transport. A carrier is authorized to extend the ticket validity while making a stop en route;
7. To return a ticket before the carriage has started and to get back the amount paid in any of the carrier's offices, rendering transport services. The amount given back to the passenger by a carrier and the procedure are defined by transport normative acts. A carrier refusing to continue carriage is obliged to deliver a passenger to the destination point out of its own reserves or to compensate all the losses the passenger incurred in case an agreement is dissolved.

SECTION 4. Safety and liability in transport.

Article 18. Requirements towards transport means.

1. Transport means must have a certificate and comply with safety requirements, medical-sanitary, labour protection and environmental norms, defined by international and state standards and technical conditions; also they should be registered in line with the existing legislative procedure.
2. Not registered and non-certified transport means are not allowed for operation.
3. Certification procedure is identified by legislative acts.

Article 19. The right to drive transport means.

1. The right to drive a vehicle is granted to a person with appropriate qualification who has passed medical examination and has confirming documents of a fixed form.
2. Qualification requirements for vehicle driving are defined according to the procedure fixed by the Government.
3. Health worthiness evaluation criteria are established by medical specialists in accordance with the procedure fixed by the Ministry of Health.

Article 20. Liability of a carrier.

1. In case of not meeting or non-proper meeting of obligations, resulting from the carriage, the parties are liable in compliance with the current Law, transport codes, other legislative acts' provisions and also the agreement between the parties. Agreements between a carrier and passengers, consignors (consignees) aiming at limiting or removing liability, not envisaged by the legislation, are illegal.
2. According to the passenger carriage agreement a carrier is obliged to ensure his safety, to create necessary amenities and service conditions, in case of luggage - its timely transportation and safe keeping. A carrier refusing to continue carriage is obliged to deliver a passenger to the destination point out of its own reserves or to compensate all the losses the passenger incurred in case an agreement is dissolved.
3. A carrier is obliged to deliver a passenger, luggage, goods or mail to the destination point within the time period defined by transport codes or rules issued in line with the existing procedure. If the delivery time is not identified the parties have the right to envisage it in the agreement.

4. A carrier guarantees safety keeping of goods, luggage and mail from the moment they are accepted for transportation until they are handed to the receiver.
5. A carrier is liable for the loss, partial loss and damage of the goods, luggage and mail accepted for transportation, reimburses up to the limits prescribed in Transport Codes, both legal entities and private persons the damage they incurred due to his fault, the procedure being identified by the legislation and carriage agreement provisions.
6. A carrier is liable with his property for the harm resulting out of death or damage to the health of a passenger in the process of carriage if it fails to prove that the harm resulted from a malicious intent of a victim or force majeure.
7. Transport codes and other legislative acts may envisage other types of liability.

Article 21. Liability of a carrier for non providing transport means, liability of a consignor for non use of transport means provided.

1. For non-providing transport means for carrying goods in line with the application (order) or other agreement received; for non-supplying goods or non-use of transport means provided due to other reasons both a carrier and a consignor are liable in compliance with transport codes' and the agreement between the parties' provisions.

2. A carrier and a consignor are exempted from liability resulting from non-providing or tardy providing transport means, from non-use of transport means provided if this was the result of:

- force majeure
- cancellation or limitation of goods carriage for certain destinations exercised in line with the procedure, envisaged by the legislative transport acts.

Article 22. Liability of a carrier for delays of passenger departure.

1. A carrier is liable for late departure of a vehicle carrying a passenger, or late arrival of a vehicle to the destination point due to his fault (except urban and suburban transport) in compliance with relevant legislative transport acts provisions if he fails to prove that late departure or late arrival resulted from force majeure, repair of a defect threatening health and life of passengers or other circumstances beyond the carrier's control.
2. In case a passenger refuses to be transported because of departure delay a carrier is obliged to repay his fare.
3. If the departure is delayed more than 10 hours a carrier is obliged to provide the passengers with a hotel and food out of its own resources.
4. Upon the request from a passenger he (she) is given a formal document or a mark is made in the ticket about the carriage being delayed or a trip being cancelled.

Article 23. Actions and claims for goods carriage.

1. Before bringing in an action against a carrier, resulting from the carriage, a claim must be put forward in line with the procedure, envisaged by legislative transport acts.
2. Limitation period for claims resulting from the carriage of goods is fixed on the level of one year from the moment defined in compliance with the Civil Code.
3. Provisions of this Article do not cover claims resulting from passenger and luggage carriage.

Article 24. Liability of a carrier for death or damage to the health of a passenger.

Liability of a carrier for the obligations arising in case of death or damage to the health of a passenger is identified according to the norms of the Civil Code provided neither law nor the agreement envisage a higher liability of a carrier.

Article 25. Security of goods and objects in transport.

Security of goods and transport units together with preventive anti-fire measures and liquidation of fire consequences in railway and air transport is performed by militarized security bodies in compliance with the procedure fixed by the Government.

Militarized security bodies divisions are equipped with fire arms and special means.

The procedure for using fire arms and special means is defined in compliance with the current legislation.

Security of most important transport units and special goods is done by the Ministry of Interior internal troops divisions, Ministry of Defence and National Security Committee divisions together with militarized security bodies. The list of such units and goods is compiled by the Government.

Article 26. Provision of safety and environmental norms in transport.

1. Carriers are obliged to ensure safety of citizens' life and health, safety of traffic, shipping and flights together with environment protection.
2. The areas of stations, ports, piers, airports, road transport enterprises and railways together with waterways through which transportation and handling operations are performed are considered to be zones of a higher danger. The rules for being present in such a zone and performing a job in it are defined by the Government. Breach of the stated rules results in a liability envisaged by the legislation.

3. Security and forwarding of dangerous goods in the list adopted by the Government is performed by either carriers, consignors or consignees throughout the trip in the manner prescribed in legislation.
4. Clients sending or receiving explosive, flammable, radioactive, poisoning and other dangerous goods must ensure their transportation safety, must have means and mobile divisions prescribed in legislation to prevent accidents while transporting and in case of an accident - to remove its consequences.
5. Transport means, routes together with technical means ensuring transport operation must comply with safety, labour protection and environmental requirements defined by state standards and must have certificates confirming this.
6. Carriers must undertake all necessary measures to protect environment, air space, water reservoirs, lands and to use natural resources rationally. For the damage done to the environment carriers are liable in line with the procedure identified by the legislation.
7. It is prohibited to design and construct transport enterprises in the areas of natural resources fields and to install underground facilities in such areas. In exceptional cases this is possible only with a permit from specially authorized geological and resources protection bodies.
8. Transport enterprises and carriers are obliged to plan and exercise the organization and funding of environment protection measures, to exercise production and their own control in the area of environment and natural resources protection.

Article 27. Transport insurance.

1. According to the transport insurance agreement one party (insured) commits itself to pay insurance premium. The other party (insurer) in case of an insured accident commits itself to pay the insured or other person for the benefit of whom the agreement has been signed (beneficiary) an insurance compensation in accordance with the conditions and within a sum defined in the agreement (insured sum).
2. Transport insurance is divided into compulsory and voluntary and, according to the object, into personal and property.

Article 28. Passenger and luggage insurance.

1. While using transport passengers are subject to compulsory insurance in line with the procedure identified by the legislation.
2. Transport means operation becomes possible only with a compulsory civil liability insurance for their owners.
3. International carriage insurance is done in compliance with international agreements and conventions, which the state has joined.

Article 29. Voluntary cargo insurance.

Voluntary cargo insurance is the insurance resulting from choice of the parties.

Types, conditions and procedure of a voluntary insurance are defined by the agreement.

Article 30. Providing transport safety.

Transport enterprises and carriers exercising commissioning, operation and maintenance of transport means are obliged to take measures preventing illegal interference into transport activity according to transport safety rules.

Article 31. Liability for breaching norms and rules, regulating transport activity.

Individuals acknowledged guilty for breaching norms and rules, regulating transport activity, are liable in compliance with the legislation.

SECTION 5. Final provisions.

Article 32. Enforcement.

1. Control over the implementation of transport legislation by legal entities and physical persons engaged in transport activity and over safety of traffic and environmental requirements while operating transport means is performed by a state regulatory body for transport together with other state bodies envisaged by the legislation.
2. Transport means examination is possible only in cases identified by the legislation.

Article 33. Inter-state relations in the area of transport.

1. A state regulatory body for transport represents the interests of the Republic in inter-state relations in the area of transport with the right to sign agreements and treaties in line with the procedure fixed by the legislation.
2. In compliance with the legislation in force transport enterprises are entitled to develop foreign economic cooperation-operation with both legal entities and physical persons from other states and exercise export (import) of the products (work, services).
3. In case either international or inter-state agreement envisages the rules others than those described in the current Law relevant agreement rules are applied.



Annexe 1

Protocol of Signature

1. The republics of Armenia and Azerbaijan hereby declare that none of the rights, obligations and provisions set out in the agreement to which this protocol is an annexe shall apply as between them insofar as they relate to traffic passing across the border of Armenia with Azerbaijan and vice versa.
2. It shall be open to Armenia and Azerbaijan at any time to vary or delete the provisions of paragraph 1 hereof and any such variation or deletion shall be notified to the other Contracting Parties in writing within 7 days and take effect after 28 days from the date of agreement between the said Armenia and Azerbaijan.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto have signed this protocol.

DONE in duplicate at..... on..... in the Russian language.

For the Government of Armenia

.....

For the Government of Azerbaijan

.....

12 03 1997 13:15

01256 460882 SWK BASINGSTOKE

01

4.3 MAR 1997

W. Wilson

Scott Wilson Kirkpatrick

Scott Wilson Kirkpatrick & Co Ltd • Scott House • Basing View • Basingstoke • Hants • RG21 4JG • England
Tel +44 1256 461161 • Fax +44 1256 816835 • email Dpower@swkhrd.demon.co.uk

FACSIMILE TRANSMISSION

To	NTF Offices	Fax No	All TRACECA Countries
For the attention of	NTF Documentalists	Date	12/3/97
From	Richard Levett	No. of pages (inc this page)	1
Project	TRACECA: Legal & Regulatory Framework	Job No	CAGER
Copy Faxed to	Mr D Stroobants: 00322-296-3912 Mr M Sinms: 00322-773-8850	Mr M Graille: 00995-32-988-437 Mr J Tonczyk: 007-3272-423974	

IF YOU DO NOT RECEIVE COMPLETE MESSAGE PLEASE TELEPHONE +44 1256 461161

Dear Documentalists

SWK are restructuring the final phase of the TRACECA: Legal & Regulatory Framework Project and the co-ordination role of the Almaty Sub-Unit is being reduced.

As a result of this decision, would you please forward all future Documentalists Weekly Reports by e-mail to the above address and all other correspondence to Debra Power in the Basingstoke office on the above fax number.

It is recognised that the good work in establishing the regional NTF Offices is now complete and as a result the Basingstoke office can now become the communication hub.

We look forward to your continued support.

Best regards



Richard Levett

Fax Numbers for Distribution:

1. Armenia: Vardhui Abrahamian: 00-3742-151136
2. Azerbaijan: Mamedali Aminov: 0099412-989087
3. Georgia: Ketty Makharashvili: 00190-8888-9698
4. Kazakhstan: Svetlana Ugulova: 007-3272-423974
5. Kyrgyzstan: Irina Leontyeva: 007-3312-265618
6. Tajikistan: Zarina Sattarova: 007-3772-211301
7. Turkmenistan: Marat Purlicv: 007-3632-476919
8. Uzbekistan: Natasha Kalimina: 00-3712-391071

Scott Wilson Kirkpatrick

CONSULTING ENGINEERS

Scott Wilson Kirkpatrick & Co Ltd • Scott House • Basing View • Basingstoke • Hants • RG21 4JG • England
Tel (01256) 461161 • Fax (01256) 460582 • Telex 858805

FACSIMILE TRANSMISSION

0090-8888-9698

To NTF GEORGIA	Fax No 0190 88889698 <u>00995-8832</u>
For the attention of GURAM DOLBAYA	Date 25/02/97
From RICHARD LEVETT	No. of pages (inc this page) 1
Project COTTON PROJECT	Job No.
Copy Faxed to	

IF YOU DO NOT RECEIVE COMPLETE MESSAGE PLEASE TELEPHONE (01256) 461161

DEAR MR DOLBAYA

I HAVE SPOKEN TO TONY BAYELY REGARDING YOUR LETTER OF THE 24 FEBRUARY

TONY WILL RESPOND IN DETAIL AND ALSO DISCUSS IT WHEN HE NEXT VISITS T'BILISI IN EARLY MARCH BUT THE FOLLOWING COMMENTS MAY BE HELPFUL

1 THE INTENTION OF THE EXPERTS IS TO RECCOMEND ONLY THOSE IMPROVEMENTS THAT RESPOND TO THE MARKET NEEDS. THAT THEY HAVE OBTAINED DURING THEIR ANALYSE OF THE COTTON EXPORT ROUTE .

2 THE EXPERTS WANT TO IMPROVE THE FACILITY BOTH TECHNICALLY AND INSTITUTIONALLY

3 IT IS AGREED THAT THE PORT OF POTI IS FAVOURABLE FOR COTTON MOVEMENT .

Best regards,

Richard Levett

P.S.

Two Russian Language
version Cotton Reports
sent by Courier 25/2/97. *RHL*

Internal Distribution

Mr. Anthony Bayley
Team Leader
Trade Facilitation Project
Basinstoke, UK
(1256) 460582

February 24, 1997

Mr. Guram Dolbaya
NTF Chairman
Tbilisi, Georgia
1 908 888 9698 ext. 148

Dear Mr. Bayley,

At the Conference in Almaty you have given to me a copy of the Profile for the Transportation of Uzbekistan Cotton Project. I have read the report and have several comments on the issue.

The report thoroughly describes the attitudes of cotton merchants towards transportation of the Uzbek cotton through the port of Poti. The section 3.7 of the report explains the reasons for their refusal to use port of Poti for this purpose. The conclusions also rely on the opinion of the cotton merchants.

These assumptions partially do not agree with the actual situation in the country and the port of Poti. In my conversation with Mr. Cheesman, he agreed that these perceptions are not accurate and that the situation in Georgia is quite favorable for this kind of enterprise considering that the necessary technical changes are implemented. My impression was that the international experts working on the project recommend technical assistance and utilization of facilities in the port of Poti.

Unfortunately, the report does not reveal the position of the experts working on the project. The last paragraph of section 4.6 states: "The detailed research undertaken in Poti confirms many of the concerns expressed by the merchants in Europe outlined in section 3.7. Discussions at the Ministry of Transport in Georgia suggested that conditions were satisfactory. This appears contrary to the views of those organizations involved in the movement of cotton through the port". Could you, please, specifically explain the meaning of this paragraph and also clearly indicate the experts' position and attitudes towards this enterprise.

Sincerely,

Guram Dolbaya
NTF Chairman

Scott Wilson Kirkpatrick

Scott Wilson Kirkpatrick & Co Ltd • Scott House • Basing View • Basingstoke • Hants • RG21 4JG • England
Tel +44 1256 461161 • Fax +44 1256 460582 • Telex 858805 • email rlevett@swkeurope.com

FACSIMILE TRANSMISSION

To	Tacis CU	Fax No	00995-32-988437
For the attention of	Mr Marc Graille	Date	12/2/97
From	Richard Levett	No. of pages (inc this page)	1
Project	TRACECA: Legal & Regulatory Framework	Job No	CAGER
Copy Faxed to	NEA: Arthur Gleijm: 0031-70-3954-186 NTF Office Georgia: 00190-8888-9698		

IF YOU DO NOT RECEIVE COMPLETE MESSAGE PLEASE TELEPHONE +44 1256 461161

Dear Mr Graille

The Tacis experts Mr Arthur Gleijm and Mr Jacques Bussing will be travelling in the Caucasus Reg from 24th February 1997. Their itinerary is as follows:

- Monday 24th February 1997: arrive Baku on flight number LH 2956 from Frankfurt.
- Wednesday 26th February 1997: fly from Baku to T'bilisi on World Food Programme flight.
- Monday 3rd March 1997: fly from T'bilisi to Yerevan on World Food Programme flight.
- Wednesday 5th March 1997: fly from Yerevan to Baku on World Food Programme flight.
- Friday 7th March 1997: depart Baku for Frankfurt.

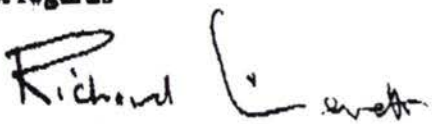
Whilst in Baku, they will be staying at the Hotel Absaron, at the Hotel Betsy in T'bilisi and at the Hotel Armenia in Yerevan.

Arthur and Jacques would greatly appreciate meeting with you during their visit and having you accompany them during their short tour if this would be convenient for you. We would be grateful if you could let us know.

The NTF Documentalist in Georgia, Ketty Makharashvili, will be making the local arrangements in Georgia and can be contacted on telephone number 989006. She will be happy to make any arrangements on your behalf to meet with and/or travel with Arthur and Jacques.

We look forward to hearing from you in the near future.

With regards



Richard Levett

Project News #7

TACIS TRACECA Transport Corridor Legal Project

Experts Visit Schedule

Legal Transport Experts from the U.K, France and Holland will be visiting the following Republics:

1. Mark Booker, Team Leader:

Kazakstan and Tajikistan

2nd to 8th; 13th to 15th March.

Kyrgyz Republic

9th to 12th March

Azerbaijan

25th to 3rd April

Turkmenistan

19th to 30th April

Armenia and Georgia

25th May to 5th June

Uzbekistan

22nd June to 5th July

2. Jean Luc, Rail Expert

Turkmenistan

1 week in March

3. Gerard Auchter

Turkmenistan

1 week during conference

4. Artur Gleijm, Road Transport

Armenia, Georgia and Uzbekistan

23rd February to 13th April; plus conference.

Kazakstan, Kyrgyz and Tajikistan

10 days in May.

5. Richard Levett, Kazakstan; 3rd to 10th February.

The items for discussion will include the Multilateral Road Transport Agreement, the Multilateral Water Transport

Agreement, the draft model Road Transport Codex and the draft model Rail Transport Codex. Experts will also want to discuss the implementation of International Conventions.



3rd Regional Legal Transport Corridor Conference

The next Regional TRACECA Legal and Regulatory Framework Project Conference is proposed to be held in Ashgabad; from 26th to 27th April. The EU has yet to confirm the dates and venue.

Law Library

Each National Task Force Office is planned to have it's own Law Library. This will consist of the draft model Transport Codexes and Multilateral Agreements prepared jointly between local and foreign transport law experts. Local existing Transport Laws should also be stored in the library. Copies of International

Conventions have already been dispatched to all offices.

Kazakstan NTF

The National Task Force Chairman together with the local Law Expert and Regional Sub Unit Head have been busy meeting with the Minister of Transport and the Head of the Law Reform unit, located in the Presidents Machinery. Kazakstan has decided to implement future transport legislation as Legislative Acts. Meetings with the Deputy Minister of Justice are also to be held. The Prime Minister has been briefed by the Law Reform Unit.

Progress Report

The next Progress Report No2, is scheduled to appear, in English, on 17th February. The Russian language version is scheduled to appear on Friday 21st February.

Azerbaijan

The NTF Chairman has contacted local Ministries advocating a Freight Forwarders Association.

Georgia

The local Documentalist is helping with the International Convention dossiers on the Convention on Road Traffic 1968 and Hamburg Rules 1978.

Armenia

The Ministry of Foreign Affairs is assisting with the dossier on Customs Convention on Harmonisation of Freight Controls on Goods 1982.

Almaty Regional Sub Unit. Tel Fax 3272 423974 E Mail: swk@telreg.almaty.kz
Scott Wilson Kirkpatrick in Association with NEA

TRACECA: Legal and Regulatory Framework Project
Armenian NTF Office

LIST OF DOCUMENTS

1	0135	E	IMO/ILO guidelines for packing cargo in freight containers and vehicles 1985. IMO. 1/-13	Руководство ИМО/ИЛО по упаковке грузов в грузовых контейнерах и автомобилях. 1985 ИМО.
1	0130	E	UNICITRAL Model arbitration law 1985 2/6-29	Модель арбитражного законодательства UNICITRAL. 1985
1	0193	E/R	Additional Protocol No.3 to amend the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on 12 October 1929 as amended by the protocols done at the Hague on 28 September 1955 and the Guatemala City on 8 March 1971 (Monreal Additional Protocol No.3) 1975. ICAO document 9147	Дополнительный протокол №3 об изменении конвенции для унификации некоторых правил касающихся международных воздушных перевозок, подписанный в Варшаве 12 октября 1929 и измененной протоколом, совершенным в Гааге 28 сентября 1955г и в Гватемале 8 марта 1971г. (Дополнительный Монреальский протокол N3), 1975
1	0192	E/R	Additional Protocol No.2 to amend the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on 12 October 1929 as amended by the protocol done at the Hague on 28 September 1955 (Monreal Additional Protocol No.2) 1975. ICAO document 9146	Дополнительный протокол N2 об изменении конвенции для унификации некоторых правил касающихся международных воздушных перевозок, подписанный в Варшаве 12 октября 1929 и измененной протоколом, совершенным в Гааге 28 сентября 1955г. (Дополнительный Монреальский протокол N2), 1975
1	0191	E/R	Additional Protocol No.1 to amend the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on 12 October 1929 (Monreal Additional Protocol No.1) 1975. ICAO document 9145	Дополнительный протокол №1 об изменении конвенции для унификации некоторых правил касающихся международных воздушных перевозок, подписанный в Варшаве 12 октября 1929, (Дополнительный Монреальский протокол N1), 1975
	0190	E/R	Protocol to amend the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on 12 October 1929 as amended by the Protocol done at the Hague on 28 September 1955 (Monreal Protocol No.4) 1975. ICAO document 9148	Монреальский протокол N4 об изменении конвенции для унификации некоторых правил касающихся международных воздушных перевозок, подписанный в Варшаве 12 октября 1929 года и измененный протоколом, совершенным в Гааге 1955, (Монреальский протокол N4), 1975
1	0189	E/R	Protocol to amend the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on 12 October 1929 as amended by the Protocol done at the Hague on 28 September 1955 (Guatemala City Protocol) 1971. ICAO document 8932	Протокол об изменении конвенции для унификации некоторых правил касающихся международных воздушных перевозок, подписанный в Варшаве 12 октября 1929 года и измененный протоколом, совершенным в Гааге 1955, (Гватемальский протокол) 1971.
1	0188	E/R	Protocol to amend the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on 12 October 1929 (Hague Protocol) 1955 ICAO document 7632	Протокол об изменении конвенции для унификации некоторых правил касающихся международных воздушных перевозок, подписанный в Варшаве 12 октября 1929 года и измененный протоколом (Гаага протокол) 1955
1	0131	R	Convention on limitation of liability for maritime claims 1976. 2/6-27	Конвенция по ограничению ответственности по претензиям при морских перевозках. 1976.

TRACECA: Legal and Regulatory Framework Project
Armenian NTF Office

				1982
1	0133	E	International convention on carriage of passenger luggage by sea. 1/6-24	Международная конвенция по морским перевозкам багажа пассажиров.
2	0179	E/R	Legal guide on international countertrade transactions. 2/6-30	Правовое руководство по международным встречным сделкам
2	0185	E	Fire safety in cold stores. 3/6-35	Безопасность воспламенения в холодильных складах.
2	0186	E	Recommended conditions for land transport of perishable foodstuffs. 3/6-36	Рекомендуемые условия для наземных перевозок скоропортящихся пищевых продуктов
2	0187	E/R	Agreement on the international carriage of perishable foodstuffs and on the special equipment to be used for such carriage (ATP). 3/6-37	Соглашение о международных перевозках скоропортящихся пищевых продуктов и о специальных транспортных средствах, предназначенных для этих перевозок (СПС)
3	0184	E/R	Convention on road signs and signals. 1968 (Vienna Convention) 4/6-40	Конвенция о дорожных знаках и сигналах 1968
3	0182	E/R	Consolidated resolution on road traffic ECE 1994 6/6-47	Консолидированная резолюция о дорожном движении ЕСЕ 1994
3	0227	R	Convention on Road traffic. Vienna 1968	Конвенция о дорожном движении. Вена 1968г.
3	0228	R	European Agreement supplementing the Convention on Road Traffic opened for the signature at Vienna 1968. Done at Geneva 1971	Европейское соглашение дополняющее конвенцию о дорожном движении открытую для подписания в Вене 8 ноября. Совершено в Женеве 1971г.
4	0232	R	Convention on tax charges on private vehicles in international transport. Geneva 1956	Конвенция о налоговом обложении частных дорожных перевозочных средств, используемых в международном движении. Женева 1956г.
4	0233	R	International convention on unification of some rules concerning consignments. Brussels 1924	Международная конвенция об унификации некоторых правил, касающихся коносаментов. Брюссель 1924г.
4	0225	R	Convention on agreement concerning the international freight transport. Geneva 1956	Конвенция о договоре международной перевозки грузов и протокол о подписании. Женева 1956г.
4	0134	E/R	International convention on the harmonisation of frontier controls of goods. 1982. 1/6-22	Международная конвенция по гармонизации пограничного контроля грузов. 1982
4	0231	R	Convention on agreement about international passengers and luggage transportation	Конвенция о договоре международной автомобильной перевозки пассажиров и багажа.
4	0226	R	UN Convention on international countertrade agreements. New-York 1988	Конвенция ООН о договорах международной купли-продажи товаров. Нью-Йорк 1988г.
4	0229	R	Convention on international multimodal freight transportation	Конвенция о международных смешанных перевозках грузов.
4	0230	R	Standart conditions applied to waybill FIATA in multimodal transport	Стандартные условия применяемые к накладной ФИАТА на смешанные перевозки.
4	0183	E/R	Agreement on minimum requirements for the issue and validity of driving permits (APC) 1975 6/6-48	Соглашение о минимальных требованиях касающихся выдачи и действительности водительских удостоверений (АРС) 1975

TRACLECA: Legal and Regulatory Framework Project
Armenian NTF Office

4	0181	E/R	Agreement concerning adoption of uniform conditions of approval and reciprocal recognition of approval for motor vehicles equipment and parts. 1958 5/6-46	Соглашение о принятии единообразных условий официального утверждения предметов оборудования и частей механических транспортных средств. 1958
4	0180	E/R	European agreements concerning the work of crews of vehicles engaged in international transport (AETR) 5/6-44	Европейское соглашение о работе экипажей транспортных средств, занятых в международных перевозках (AETR)

Scott Wilson Kirkpatrick
CONSULTING ENGINEERS

Scott Wilson Kirkpatrick & Co Ltd • Scott House • Basing View • Basingstoke • Hants • RG21 4JG • England
Tel (01256) 461161 • Fax (01256) 460582 • Telex 858805

FACSIMILE TRANSMISSION

To	NTF Office Tashkent	Fax No	007 3712 40 65 88 ✓
For the attention of	Could you kindly pass this message to Mike Simms	Date	27/02/97
From	Richard Levett	No. of pages (inc this page)	2
Project	TRACECA Legal and Regulatory Project	Job No.	CAGER
Copy Faxed to	1. Mark Booker 01892 543183 ✓	2. Mark Graille 00 995 8532 98 84 37	
	3. Arthur Gliedm 00 190 8888 9698 ✓	4. Ludmilla Van Der Swann 00 322 773 8850 ✓	

IF YOU DO NOT RECEIVE COMPLETE MESSAGE PLEASE TELEPHONE 44 1256 461161

Mike

I attach a provisional travel plan for the experts

Mark Booker and Jean Luc Fioux will be in Turkmenistan from the 9- 17 March

Hope this helps with your planning for regional visits

I have asked Natasha to deliver the message and to obtain for us your preferred contact details, both fax and e-mail

Best regards

Richard Levett

2

Provisional travel plans for the ITF experts are as follows:**Mark Booker:**

9/3 - 25/3 = Turkmenistan and Georgia

13/4 - 26/4 = Kazakhstan and
Kyrgyzstan

5/5 - 6/5 = Geneva: UNCTAD & ECE

12/5 - 24/5 = Georgia, Armenia and
Azerbaijan

22/6 - 5/7 = Kazakhstan, Kyrgyzstan

Arthur Gleijm:24/2 - 7/3 = Georgia, Armenia and
Azerbaijan20/4 - 3/5 = Turkmenistan and
Uzbekistan

18/5 - 25/5 = Armenia and Georgia

22/6 - 5/7 = Kazakhstan and
Kyrgyzstan**Jean-Luc Fioux:**9/3 - 24/3 = Turkmenistan and
Uzbekistan17/5 - 24/5 = Georgia, Azerbaijan and
Armenia

1/6 - 7/6 = Turkmenistan

28/6 - 5/7 = Kazakhstan and
Kyrgyzstan**Gerard Auchter:**

1/4 - 6/4 = Turkmenistan

5/5 - 23/5 = Kazakhstan, Georgia,
Azerbaijan and Turkmenistan**B Kelleher:**11/6 - 17/6 = Turkmenistan, Georgia
and Azerbaijan29/6 - 5/7 = Kazakhstan and
Kyrgyzstan**D Green:**12/5 - 24/5 = Georgia, Armenia and
Azerbaijan23/6 - 5/7 = Kazakhstan and
Kyrgyzstan**J Bussing:**24/2 - 7/3 = Georgia, Armenia and
Azerbaijan**Tony Bayley:**Freight Forwarding Association to be
set up

Richard Levett's travel plans are still to be confirmed, but will include in-region time for the workshops in Armenia from 20/5 until 23/5 and Kyrgyzstan from 1/7 until 4/7. He will also attend the conference.