



Organisation intergouvernementale pour les transports internationaux ferroviaires

Zwischenstaatliche Organisation für den internationalen Eisenbahnverkehr

Intergovernmental Organisation for International Carriage by Rail

Extract from COTIF

Appendix D

applicable from 01.07.2015

**Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic
(CUV - Appendix D to the Convention)**

Article 1

Scope

These Uniform Rules shall apply to bi- or multilateral contracts concerning the use of railway vehicles as means of transport for carriage in accordance with the CIV Uniform Rules and in accordance with the CIM Uniform Rules.

Article 2

Definitions

For the purposes of these Uniform Rules the term

- a) „rail transport undertaking“ means a private or public undertaking which is authorised to carry persons or goods and which ensures traction;
- b) „vehicle“ means a vehicle, suitable to circulate on its own wheels on railway lines, not provided with a means of traction;
- c) "keeper" means the person or entity that, being the owner of a vehicle or having the right to use it, exploits the vehicle as a means of transport;
- d) „home station“ means the place mentioned on the vehicle and to which the vehicle may or must be sent back in accordance with the conditions of the contract of use.

Article 3

Signs and inscriptions on the vehicles

§ 1 Notwithstanding the prescriptions relating to the technical admission of vehicles to circulate in international traffic, the person who provides a vehicle, pursuant to a contract referred to in Article 1, must ensure that there appears on the vehicle :

- a) a statement of the keeper;
- b) when applicable, a statement of the rail transport undertaking to whose vehicle park the vehicle belongs;
- c) when applicable, a statement of the home station;
- d) other signs and inscriptions agreed in the contract of use.

§ 2 The signs and inscriptions provided for in § 1 may be completed by means of electronic identification.

Article 4
Liability in case of loss of or damage to a vehicle

- § 1 The rail transport undertaking to which the vehicle has been provided for use as a means of transport shall be liable for the loss or damage resulting from loss of or damage to the vehicle or its accessories, unless it proves that the loss or damage was not caused by fault on its part.
- § 2 The rail transport undertaking shall not be liable for loss or damage resulting from loss of accessories which are not mentioned on both sides of the vehicle or in the inventory which accompanies it.
- § 3 In case of loss of the vehicle or its accessories, the compensation shall be limited, to the exclusion of all other damages, to the usual value of the vehicle or of its accessories at the place and time of loss. When it is impossible to ascertain the day or the place of loss, the compensation shall be limited to the usual value on the day and at the place where the vehicle has been provided for use.
- § 4 In case of damage to the vehicle or its accessories, the compensation shall be limited, to the exclusion of all other damages, to the cost of repair. The compensation shall not exceed the amount due in case of loss.
- § 5 The contracting parties may agree provisions derogating from §§ 1 to 4.

Article 5
Loss of right to invoke the limits of liability

The limits of liability provided for in Article 4 §§ 3 and 4 shall not apply, if it is proved that the loss or damage results from an act or omission, which the rail transport undertaking has committed either with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

Article 6
Presumption of loss of a vehicle

- § 1 The person entitled may, without being required to furnish other proof, consider a vehicle as lost when he has asked the rail transport undertaking to which he provided the vehicle for use as a means of transport, to have a search for the vehicle carried out and if the vehicle has not been put at his disposal within three months following the day of receipt of his request or else when he has not received any indication of the place where the vehicle is situated. This period shall be increased by the time the vehicle is immobilised for any reason not attributable to the rail transport undertaking or owing to damage.
- § 2 If the vehicle considered as lost is recovered after the payment of the compensation, the person entitled may require the rail transport undertaking to which he provided the vehicle for its use as a means of transport, within a period of six months after receiving notice of it, that the vehicle be returned to him, without charge and against restitution of the compensation, at the home station or at another agreed place.

§ 3 In the absence of the request referred to in § 2, or alternatively if the vehicle is recovered more than a year after the payment of the compensation, the rail transport undertaking to which the person entitled provided the vehicle for use as a means of transport, shall dispose of the vehicle in accordance with the laws and prescriptions in force at the place where the vehicle is situated.

§ 4 The contracting parties may agree provisions derogating from §§ 1 to 3.

Article 7
Liability for loss or damage caused by a vehicle

§ 1 The person who, pursuant to a contract referred to in Article 1, has provided the vehicle for use as a means of transport shall be liable for the loss or damage caused by the vehicle when he is at fault.

§ 2 The contracting parties may agree provisions derogating from § 1.

Article 8
Subrogation

When the contract of use of vehicles provides that the rail transport undertaking may provide the vehicle to other rail transport undertakings for use as a means of transport, the rail transport undertaking may, with the agreement of the keeper, agree with the other rail transport undertakings

- a) that, subject to its right of recourse, it shall be subrogated to them, in respect of their liability to the keeper for loss of or damage to the vehicle or its accessories;
- b) that only the keeper shall be liable to the other rail transport undertakings, for loss or damage caused by the vehicle, but that only the rail transport undertaking which is the contractual partner of the keeper shall be authorised to assert the rights of the other rail transport undertakings.

Article 9
Liability for servants and other persons

§ 1 The contracting parties shall be liable for their servants and other persons whose services they make use of for the performance of the contract, when these servants and other persons are acting within the scope of their functions.

§ 2 Unless the contracting parties otherwise agree, the managers of the infrastructure on which the rail transport undertakings use the vehicle as a means of transport, shall be regarded as persons whose services the rail transport undertaking makes use of.

§ 3 §§ 1 and 2 shall also apply in the case of subrogation in accordance with Article 8.

Article 10
Other actions

- § 1 In all cases where these Uniform Rules shall apply, an action in respect of liability, for loss of or damage to the vehicle or its accessories, on whatever grounds, may be brought against the rail transport undertaking to which the vehicle was provided for use as a means of transport only subject to the conditions and limitations laid down in these Uniform Rules and the contract of use.
- § 2 § 1 shall apply also in the case of subrogation in accordance with Article 8.
- § 3 The same shall apply to an action brought against the servants or other persons for whom the rail transport undertaking to which the vehicle was provided for use as a means of transport, is liable.

Article 11
Forum

- § 1 Actions based on a contract concluded in accordance with these Uniform Rules may be brought before the courts or tribunals designated by agreement between the parties to the contract.
- § 2 Unless the parties otherwise agree, the competent courts or tribunals shall be those of the Member State where the defendant has his place of business. If the defendant has no place of business in a Member State, the competent courts or tribunals shall be those of the Member State where the loss or damage occurred.

Article 12
Limitation of actions

- § 1 The period of limitation for actions based on Articles 4 and 7 shall be three years.
- § 2 The period of limitation shall run :
- a) for actions based on Article 4, from the day when the loss of or damage to the vehicle was discovered or the person entitled could consider the vehicle lost in accordance with Article 6 § 1 or § 4;
 - b) for actions based on Article 7, from the day when the loss or damage occurred.