

8. Zakon o ratifikaciji Protokola o spremembi Konvencije o mednarodnem železniškem prometu (COTIF) z dne 9. maja 1980 (Protokol 1999) (MPSKMŽP)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z

O RAZGLASITVI ZAKONA O RATIFIKACIJI PROTOKOLA O SPREMEMBI KONVENCIJE O MEDNARODNEM ŽELEZNIŠKEM PROMETU (COTIF) Z DNE 9. MAJA 1980 (PROTOKOL 1999) (MPSKMŽP)

Razglušam Zakon o ratifikaciji Protokola o spremembi Konvencije o mednarodnem železniškem prometu (COTIF) z dne 9. maja 1980 (Protokol 1999) (MPSKMŽP), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. decembra 2003.

Št. 001-22-138/03

Ljubljana, dne 29. decembra 2003.

Predsednik
Republike Slovenije
dr. Janez Drnovšek l. r.

Z A K O N

O RATIFIKACIJI PROTOKOLA O SPREMEMBI KONVENCIJE O MEDNARODNEM ŽELEZNIŠKEM PROMETU (COTIF) Z DNE 9. MAJA 1980 (PROTOKOL 1999) (MPSKMŽP)

1. člen

Ratificira se Protokol o spremembi Konvencije o mednarodnem železniškem prometu (COTIF), podpisan v Bernu 15. decembra 1999.

2. člen

Sporazum se v angleškem izvirniku in slovenskem prevodu glasi:

P R O T O C O L

of 3 June 1999

for the Modification of the Convention concerning International Carriage by Rail (COTIF)

of 9 May 1980

(Protocol 1999)

In application of Articles 6 and 19 § 2 of the Convention concerning International Carriage by Rail, signed at Berne on 9 May 1980, hereinafter called "COTIF 1980", the fifth General Assembly of the Intergovernmental Organisation for International Carriage by Rail (OTIF) was held at Vilnius from 26 May to 3 June 1999.

– Convinced of the necessity for and usefulness of an intergovernmental organisation which deals so far as possible with all aspects of international carriage by rail at the State level,

– considering that for this purpose, taking account of the application of COTIF 1980 by 39 States in Europe, Asia and Africa as well as by the railway undertakings in those States, OTIF is the most appropriate organisation,

– considering the necessity of developing COTIF 1980, in particular the CIV Uniform Rules and the CIM Uniform Rules, in order to adapt it to the present needs of international carriage by rail,

P R O T O K O L

z dne 3. junija 1999

o spremembi Konvencije o mednarodnem železniškem prometu (COTIF)

z dne 9. maja 1980

(Protokol 1999)

V skladu s 6. členom in drugim odstavkom 19. člena Konvencije o mednarodnem železniškem prometu, podpisane v Bernu 9. maja 1980, v nadaljevanju "COTIF 1980", je od 26. maja do 3. junija 1999 v Vilni potekala peta generalna skupščina Medvladne organizacije za mednarodni železniški promet (OTIF).

– Prepričana o nujnosti in koristnosti medvladne organizacije, ki se na državni ravni ukvarja po možnosti z vsemi vprašanji, ki se nanašajo na mednarodni železniški promet,

– ker je glede na to, da COTIF 1980 uporablja 39 držav v Evropi, Aziji in Afriki in tudi železniška podjetja v teh državah, OTIF v ta namen najprimernejša organizacija,

– zaradi potrebe naprej razvijati konvencijo COTIF 1980, zlasti Enotna pravila CIV in Enotna pravila CIM, da bi jo prilagodili sedanjim potrebam mednarodnega železniškega prometa,

– considering that safety during the carriage of dangerous goods in international rail traffic demands the transformation of RID into a regime of public law, whose application no longer depends upon the conclusion of a contract of carriage subject to the CIM Uniform Rules,

– considering that the political, economic and juridical changes which have occurred in a large number of Member States since the signing of the Convention on 9 May 1980 should be the motive for establishing and for developing prescriptions which are uniform covering other fields of law which are important for international rail traffic,

– considering that the States should adopt, while taking into account special public interests, more efficacious measures to eliminate the obstacles which persist in the crossing of frontiers in international rail traffic,

– considering that, in the interest of international carriage by rail, it is important to bring up to date the international multilateral conventions and agreements which exist in the railway field and to integrate them, where appropriate, into the Convention,

the General Assembly has decided the following:

Article 1

New version of the Convention

COTIF 1980 shall be modified according to the version appearing in the Annex which forms an integral part of this Protocol.

Article 2

Provisional Depositary

§ 1 The functions of the Depositary Government, provided for in Articles 22 to 26 of COTIF 1980, shall be performed by OTIF, as Provisional Depositary, from the opening for signature of this Protocol and until the date of its entry into force.

§ 2 The Provisional Depositary shall inform the Member States

a) of signatures of this Protocol and of the deposit of instruments of ratification, acceptance, approval or accession,

b) of the day on which this Protocol enters into force in application of its Article 4,

and shall perform the other functions of Depositary such as are set forth in Part VII of the Vienna Convention on the Law of Treaties of 23 May 1969.

Article 3

Signature. Ratification. Acceptance. Approval. Accession

§ 1 This Protocol shall remain open for signature by the Member States until 31 December 1999. The signing shall take place at Berne at the office of the Provisional Depositary.

§ 2 In accordance with Article 20 § 1 of COTIF 1980, this Protocol shall be subject to ratification, acceptance or approval. The instruments of ratification, acceptance or approval shall be deposited as soon as possible with the Provisional Depositary.

§ 3 The Member States which have not signed this Protocol within the period provided for in § 1, as well as States of which the application to accede to COTIF 1980 is deemed to have been accepted in accordance with its Article 23 § 2, may accede to this Protocol before its entry into force by depositing an instrument of accession with the Provisional Depositary.

– ker varnost pri prevozih nevarnega blaga v mednarodnem železniškem prometu zahteva preoblikovanje pravilnika RID v ureditve po javnem pravu, katerega uporaba ni odvisna od sklenitve prevozne pogodbe po Enotnih pravilih CIM,

– ker politične, gospodarske in pravne spremembe, nastale po podpisu konvencije 9. maja 1980, v mnogih državah članicah dajejo povod za pripravo in nadaljnji razvoj enotnih pravil za nadaljnja pravna področja, pomembna za mednarodni železniški promet,

– ker bi morale države ob upoštevanju posebnih javnih interesov učinkoviteje ukrepati, da bi odstranile še vedno obstoječe ovire pri prehajanju čez mejo v mednarodnem železniškem prometu,

– ker je v interesu mednarodnega železniškega prometa pomembno posodobiti večstranske mednarodne konvencije in sporazume o železnici in jih po potrebi vključiti v konvencijo,

je generalna skupščina sklenila:

1. člen

Nova različica konvencije

COTIF 1980 se spremeni po različici, ki je dodana kot priloga in je sestavni del tega protokola.

2. člen

Začasni depozitar

1. Naloge vlade depozitarja, predvidene v 22. do 26. členu konvencije COTIF 1980, opravlja OTIF kot začasni depozitar od dneva ko je ta protokol na voljo za podpis do začetka njegove veljavnosti.

2. Začasni depozitar obvesti države članice o:

a) podpisih tega protokola in shranitvi listin o ratifikaciji, sprejetju, odobritvi ali pristopu,

b) dnevu, ko začne ta protokol veljati v skladu z njegovim 4. členom,

in opravlja druge naloge depozitarja, navedene v VII. delu Dunajske konvencije z dne 23. maja 1969 o pogodbenem pravu.

3. člen

Podpis, ratifikacija, sprejetje, odobritev, pristop

1. Ta protokol je državam članicam na voljo za podpis do 31. decembra 1999. Podpisuje se v Bernu pri začasnem depozitarju.

2. Po prvem odstavku 20. člena konvencije COTIF 1980 je treba ta protokol ratificirati, sprejeti ali odobriti. Listine o ratifikaciji, sprejetju ali odobritvi je treba čim prej shraniti pri začasnem depozitarju.

3. Države članice, ki tega protokola ne podpišejo v roku, predvidenem v prvem odstavku, in države, katerih prošnja za pristop h konvenciji COTIF 1980 je bila sprejeta v skladu z drugim odstavkom njenega 23. člena, lahko pristopijo k temu protokolu pred začetkom njegove veljavnosti, tako da pri začasnem depozitarju shranijo pristopno listino.

§ 4 The accession of a State to COTIF 1980 in accordance with its Article 23, the application to accede having been made during the period between the opening of this Protocol for signature and its entry into force, shall be considered as an accession to COTIF 1980 as well as to the Convention in its new version which appears in the Annex to this Protocol.

Article 4

Entry into force

§ 1 This Protocol shall enter into force on the first day of the third month following that during which the Provisional Depositary will have notified the Member States of the deposit of the instrument by which the conditions of Article 20 § 2 of COTIF 1980 are fulfilled. States which, at the time of the decision of the fifth General Assembly, were Member States and which are still such at the moment when the conditions for entry into force of this Protocol are satisfied, shall be considered as Member States within the meaning of the said Article 20 § 2.

§ 2 However, Article 3 shall be applicable from the opening for signature of this Protocol.

Article 5

Declarations and reservations

Declarations and reservations, provided for in article 42 § 1 of the Convention in the version in the Annex to this Protocol, may be made or lodged at any time, even before the entry into force of this Protocol. They shall take effect at the time of entry into force of this Protocol.

Article 6

Transitional provisions

§ 1 At the latest six months after the entry into force of this Protocol, the Secretary General of OTIF shall convene the General Assembly in order to

a) designate the members of the Administrative Committee for the next period (Article 14 § 2, letter b) of COTIF in the version in the Annex to this Protocol) and, if appropriate, to take decisions about the end of the mandate of the current Administrative Committee,

b) fix, for a period of six years, the maximum amount that the expenditure of the Organisation may reach during each financial period (Article 14 § 2, letter e) of COTIF in the version in the Annex to this Protocol), and

c) proceed, if appropriate, to the election of the Secretary General (Article 14 § 2, letter c) of COTIF in the version in the Annex to this Protocol).

§ 2 At the latest three months after the entry into force of this Protocol, the Secretary General of OTIF shall convene the Committee of Technical Experts.

§ 3 After the entry into force of this Protocol, the mandate of the Administrative Committee, determined in accordance with Article 6 § 2, letter b) of COTIF 1980, shall terminate on the date fixed by the General Assembly which must coincide with the beginning of the mandate of the members and deputy members of the Administrative Committee designated by the General Assembly (Article 14 § 2, letter b) of COTIF in the version in the Annex to this Protocol).

§ 4 The mandate of the Director General of the Central Office, in office at the time of entry into force of this Protocol, shall terminate on the expiration of the period for which he has been appointed in accordance with Article 7 § 2, letter d) of COTIF 1980. He shall exercise, from the time of entry into force of this Protocol, the functions of Secretary General.

§ 5 Even after the entry into force of this Protocol, the relevant provisions of Articles 6, 7 and 11 of COTIF 1980 shall remain applicable with regard to

a) the auditing of the accounts and the approval of the annual accounts of the Organisation,

4. Pristop države h konvenciji COTIF 1980 v skladu z njenim 23. členom, za katerega je zaprosila od dneva, ko je bil protokol na voljo za podpis, do začetka njegove veljavnosti, velja kot pristop h konvenciji COTIF 1980 in tudi h konvenciji v njeni novi različici v prilogi tega protokola.

4. člen

Začetek veljavnosti

1. Ta protokol začne veljati prvi dan tretjega meseca po mesecu, v katerem je začasni depozitar države članice obvestil o shranitvi listine, ki izpolnjuje pogoje drugega odstavka 20. člena konvencije COTIF 1980. Za države članice v smislu navedenega drugega odstavka 20. člena veljajo države, ki so bile države članice v trenutku sprejetja sklepa pete generalne skupščine in so to tudi v trenutku, ko so izpolnjeni pogoji za začetek veljavnosti tega protokola.

2. 3. člen pa začne veljati od dneva, ko je bil protokol na voljo za podpis.

5. člen

Izjave in pridržki

Izjave in pridržke, predvidene po prvem odstavku 42. člena konvencije v različici iz priloge tega protokola, je mogoče dati ali vložiti ob vsakem času, tudi pred začetkom veljavnosti tega protokola. Veljati začnejo, ko začne veljati ta protokol.

6. člen

Prehodne določbe

1. Najpozneje šest mesecev po začetku veljavnosti tega protokola skliče generalni sekretar organizacije OTIF generalno skupščino, da:

a) določi člane upravnega odbora za naslednje mandatno obdobje (točka b) drugega odstavka 14. člena konvencije COTIF v različici iz priloge k temu protokolu) in po potrebi odloči o koncu mandatnega obdobja takratnega upravnega odbora;

b) določi najvišji znesek, ki ga lahko dosežejo izdatki organizacije v vsakem proračunskem obdobju v šestih letih (točka e) drugega odstavka 14. člena konvencije COTIF v različici iz priloge tega protokola), in

c) po potrebi izvoli generalnega sekretarja (točka c) drugega odstavka 14. člena konvencije COTIF v različici iz priloge k temu protokolu).

2. Najpozneje tri mesece po začetku veljavnosti tega protokola skliče generalni sekretar organizacije OTIF odbor strokovnjakov za tehnična vprašanja.

3. Po začetku veljavnosti tega protokola se konča mandatno obdobje upravnega odbora, imenovanega v skladu s točko b) drugega odstavka 6. člena konvencije COTIF 1980, in sicer v trenutku, ko ga določi generalna skupščina in se mora ujemati z začetkom mandatnega obdobja članov in nadomestnih članov upravnega odbora, ki jih je imenovala generalna skupščina (točka b) drugega odstavka 14. člena konvencije COTIF v različici iz priloge k temu protokolu).

4. Mandatno obdobje generalnega direktorja osrednjega urada, ki opravlja to funkcijo v trenutku začetka veljavnosti tega protokola, se konča s potekom obdobja, za katero je bil imenovan v skladu s točko d) drugega odstavka 7. člena konvencije COTIF 1980. Od začetka veljavnosti tega protokola opravlja naloge generalnega sekretarja

5. Tudi po začetku veljavnosti tega protokola še naprej veljajo ustrezne določbe 6., 7. in 11. člena konvencije COTIF 1980 za:

a) računovodsko revizijo in odobritev zaključnega računa organizacije,

b) the fixing of the definitive contributions of the Member States to the expenses of the Organisation,
 c) the payment of contributions,
 d) the maximum amount that the expenditure of the Organisation may reach during a five-year period, fixed before the entry into force of this Protocol.

Letters a) to c) refer to the year during which this Protocol enters into force as well as to the year which precedes that year.

§ 6 The definitive contributions of the Member States due for the year during which this Protocol enters into force, shall be calculated on the basis of Article 11 § 1 of COTIF 1980.

§ 7 At the request of the Member State whose contribution calculated pursuant to Article 26 of the Convention in the version in the Annex to this Protocol is greater than that for the year 1999, the General Assembly may determine the contribution of that State for the three years which follow the year of entry into force of this Protocol, taking account of the following principles:

a) the basis for the determination of the transitional contribution shall be the minimum contribution pursuant to Article 26 § 3 above referred to or the contribution due for the year 1999 if this is greater than the minimum contribution;

b) the contribution shall be adapted progressively in three steps at most to arrive at the amount of the definitive contribution calculated pursuant to Article 26 above referred to.

This provision shall not apply to Member States which owe the minimum contribution which, in any event, shall remain due.

§ 8 Contracts of carriage of passengers or goods in international traffic between Member States, concluded pursuant to the CIV Uniform Rules 1980 or the CIM Uniform Rules 1980, shall remain subject to the Uniform Rules in force at the time of the conclusion of the contracts even after the entry into force of this Protocol.

§ 9 Mandatory provisions of the CUV Uniform Rules and of the CUI Uniform Rules shall apply to contracts concluded before the entry into force of this Protocol one year after its entry into force.

Article 7

Texts of the Protocol

§ 1 This Protocol shall be concluded and signed in the English, French and German languages. In the case of divergence, the French text shall prevail.

§ 2 On a proposal by one of the Member States concerned, the Organisation shall publish official translations of this Protocol in other languages, if one of these languages is an official language in the territory of at least two Member States. These translations shall be prepared in cooperation with the competent services of the Member States concerned.

In witness whereof, the undersigned plenipotentiaries duly authorised by their respective Governments have signed this Protocol.

Done at Vilnius on 3 June 1999, in one original in each of the English, French and German languages; these originals shall remain deposited in the archives of OTIF. Certified copies shall be sent to each of the Member States.

For the Republic of Albania:
 For the People's Democratic Republic of Algeria:
 For the Federal Republic of Germany:
 For the Republic of Austria:
 For the Kingdom of Belgium:
 For Bosnia and Herzegovina:

b) določitev končnih prispevkov držav članic za kritje izdatkov organizacije,
 c) plačevanje prispevkov,
 d) najvišji znesek, ki ga lahko dosežejo izdatki organizacije v petletnem obdobju in se določi pred začetkom veljavnosti tega protokola.

Točke a) do c) se nanašajo na leto, v katerem ta protokol začne veljati, in tudi na leto pred njim.

6. Dokončno veljavni prispevki držav članic za leto, v katerem ta protokol začne veljati, se izračunajo na podlagi prvega odstavka 11. člena konvencije COTIF 1980.

7. Na prošnjo države članice, katere prispevek, izračunan na podlagi 26. člena konvencije v različici iz priloge tega protokola, je višji kot prispevek, ki ga ta država dolguje za leto 1999, lahko generalna skupščina določi prispevek te države za tri leta, ki sledijo letu začetka veljavnosti tega protokola, pri čemer upošteva ti načeli:

a) podlaga za določitev prehodnega prispevka je najmanjši dopustni prispevek v skladu s tretjim odstavkom omenjenega 26. člena ali pa prispevek, ki ga ta država članica dolguje za leto 1999, če je višji od najmanjšega dopustnega prispevka;

b) prispevek se postopno prilagodi v treh korakih; tako se pride do zneska, ki se dolguje kot dokončno veljavni prispevek, izračunan na podlagi omenjenega 26. člena.

Ta določba ne velja za države članice, ki dolgujejo najmanjši prispevek, ki ga je treba plačati v vsakem primeru.

8. Za pogodbe o prevozu potnikov ali blaga v mednarodnem prometu med državami članicami, sklenjene v skladu z Enotnimi pravili CIV 1980 ali Enotnimi pravili CIM 1980, veljajo tudi po začetku veljavnosti tega protokola enotna pravila, veljavna v trenutku sklenitve pogodbe.

9. Obvezne določbe Enotnih pravil CUV in Enotnih pravil CUI veljajo za pogodbe, sklenjene pred začetkom veljavnosti tega protokola, eno leto po začetku njegove veljavnosti.

7. člen

Besedila protokola

1. Ta protokol je sestavljen in podpisan v angleškem, francoskem in nemškem jeziku. Pri razlikah v razlagi je odločilno francosko besedilo.

2. Na predlog ene od držav članic, ki jih to zadeva, objavi organizacija uradne prevode tega protokola v drugih jezikih, če je eden teh jezikov uradni jezik na ozemlju vsaj dveh držav članic. Prevodi se pripravijo v sodelovanju s pristojnimi službami teh držav članic.

Da bi to potrdili, so ta protokol podpisali pooblaščenici, ki so jih za to pravilno pooblastile njihove vlade.

Sestavljeno v Vilni 3. junija 1999 v enem izvorniku v angleškem, francoskem in nemškem jeziku; izvorniki so shranjeni v arhivu organizacije OTIF. Vsaka država članica prejme overjeni izvod.

Za Republiko Albanijo:
 Za Demokratično ljudsko republiko Alžirijo:
 Za Zvezno republiko Nemčijo:
 Za Republiko Avstrijo:
 Za Kraljevino Belgijo:
 Za Republiko Bosno in Hercegovino:

For the Republic of Bulgaria:
 For the Republic of Croatia:
 For the Kingdom of Denmark:
 For the Kingdom of Spain:
 For the Republic of Finland:
 For the French Republic:
 For the United Kingdom of Great Britain and Northern
 Ireland:
 For the Hellenic Republic:
 For the Republic of Hungary:
 For the Republic of Iraq:
 For the Islamic Republic of Iran:
 For Ireland:
 For the Italian Republic:
 For the Lebanese Republic:
 For the Principality of Liechtenstein:
 For the Republic of Lithuania:
 For the Grand Duchy of Luxembourg:
 For the Former Yugoslav Republic of Macedonia:
 For the Kingdom of Morocco:
 For the Principality of Monaco:
 For the Kingdom of Norway:
 For the Kingdom of the Netherlands:
 For the Republic of Poland:
 For the Portuguese Republic:
 For Romania:
 For the Slovak Republic:
 For the Republic of Slovenia:
 For the Kingdom of Sweden:
 For the Swiss Confederation:
 For the Syrian Arab Republic:
 For the Czech Republic:
 For the Republic of Tunisia:
 For the Republic of Turkey:

Za Republiko Bolgarijo:
 Za Republiko Hrvaško:
 Za Kraljevino Dansko:
 Za Kraljevino Španijo:
 Za Republiko Finsko:
 Za Francosko republiko:
 Za Združeno kraljestvo Velika Britanija in Severna
 Irska:
 Za Helensko republiko:
 Za Republiko Madžarsko:
 Za Republiko Irak:
 Za Islamsko republiko Iran:
 Za Irsko:
 Za Italijansko republiko:
 Za Libanonsko republiko:
 Za Kneževino Lihtenštajn:
 Za Republiko Litvo:
 Za Veliko vojvodstvo Luksemburg:
 Za Nekdanjo jugoslovansko republiko Makedonijo:
 Za Kraljevino Maroko:
 Za Kneževino Monako:
 Za Kraljevino Norveško:
 Za Kraljevino Nizozemsko:
 Za Republiko Poljsko:
 Za Portugalsko republiko:
 Za Romunijo:
 Za Slovaško republiko:
 Za Republiko Slovenijo:
 Za Kraljevino Švedsko:
 Za Švicarsko konfederacijo:
 Za Sirsko arabsko republiko:
 Za Češko republiko:
 Za Republiko Tunizijo:
 Za Republiko Turčijo:

C O N V E N T I O N
CONCERNING INTERNATIONAL CARRIAGE BY
RAIL (COTIF)
of 9 May 1980
in the version of the Protocol of Modification of
3 June 1999

K O N V E N C I J A
O MEDNARODNEM ŽELEZNIŠKEM PROMETU
(COTIF)
z dne 9. maja 1980
v različici Protokola o spremembah z dne
3. junija 1999

Title I
General Provisions

I. del
Splošne določbe

Article 1

1. člen

Intergovernmental Organisation

Medvladna organizacija

§ 1 The Parties to this Convention shall constitute, as Member States, the Intergovernmental Organisation for International Carriage by Rail (OTIF), hereinafter called "the Organisation".

1. Pogodbenice te konvencije kot države članice ustanovijo Medvladno organizacijo za mednarodni železniški promet (OTIF), v nadaljevanju "organizacija".

§ 2 The headquarters of the Organisation shall be at Berne. The General Assembly may decide to locate it at another place in one of the Member States.

2. Organizacija ima sedež v Bernu. Z odločitvijo generalne skupščine se lahko preseli v drug kraj ene od držav članic.

§ 3 The Organisation shall have legal personality. It shall in particular have the capacity to enter into contracts, to acquire and dispose of immovable and movable assets and to be a party to legal proceedings.

3. Organizacija je pravna oseba. Še zlasti lahko sklepa pogodbe, pridobiva nepremično in premično premoženje ter z njim razpolaga in je lahko stranka v sodnem postopku.

§ 4 The Organisation, members of its staff, experts called in by it and representatives of Member States shall enjoy such privileges and immunities as are necessary to discharge their duties, subject to the conditions laid down in the Protocol on the Privileges and Immunities of the Organisation, annexed to the Convention.

4. Organizacija, člani njenega osebja, strokovnjaki, ki jih povabi k sodelovanju, in zastopniki držav članic imajo take privilegije in imunitete, kot jih potrebujejo za opravljanje svojih nalog, po pogojih, določenih v Protokolu o privilegijih in imunitetah organizacije, ki je priložen konvenciji.

§ 5 Relations between the Organisation and the State in which it has its headquarters shall be regulated by a Headquarters Agreement.

5. Odnose med organizacijo in državo, v kateri ima svoj sedež, ureja pogodba o sedežu organizacije.

§ 6 The working languages of the Organisation shall be English, French and German. The General Assembly may introduce other working languages.

Article 2

Aim of the Organisation

§ 1 The aim of the Organisation shall be to promote, improve and facilitate, in all respects, international traffic by rail, in particular by

a) establishing systems of uniform law in the following fields of law:

1. contract of international carriage of passengers and goods in international through traffic by rail, including complementary carriage by other modes of transport subject to a single contract;

2. contract of use of wagons as means of transport in international rail traffic;

3. contract of use of infrastructure in international rail traffic;

4. carriage of dangerous goods in international rail traffic;

b) contributing to the removal, in the shortest time possible, of obstacles to the crossing of frontiers in international rail traffic, while taking into account special public interests, to the extent that the causes of these obstacles are within the responsibility of States;

c) contributing to interoperability and technical harmonisation in the railway field by the validation of technical standards and the adoption of uniform technical prescriptions;

d) establishing a uniform procedure for the technical admission of railway material intended for use in international traffic;

e) keeping a watch on the application of all the rules and recommendations established within the Organisation;

f) developing the systems of uniform law, rules and procedures referred to in letters a) to e) taking account of legal, economic and technical developments.

§ 2 The Organisation may

a) within the framework of the aim referred to in § 1, elaborate other systems of uniform law;

b) constitute a framework within which the Member States can elaborate other international conventions aiming to promote, improve and facilitate international rail traffic.

Article 3

International cooperation

§ 1 The Member States undertake to concentrate their international cooperation in the railway field, in principle, within the framework of the Organisation, and this to the extent that there exists a coherence in the tasks which are attributed to it in accordance with Articles 2 and 4. To attain this objective, the Member States will adopt all measures necessary and useful in order that the international multi-lateral conventions and agreements in force to which they are contracting parties should be adapted, to the extent that these conventions and agreements concern international cooperation in the railway field and attribute competences to other intergovernmental or non-governmental organisations which cut across the tasks attributed to the Organisation.

§ 2 The obligations resulting from § 1 for the Member States, which are at the same time Members of the European Communities or States parties to the European Economic Area Agreement, shall not prevail over their obligations as members of the European Communities or States parties to the European Economic Area Agreement.

6. Delovni jeziki organizacije so angleščina, francoščina in nemščina. Generalna skupščina lahko uvede še druge delovne jezike.

2. člen

Cilj organizacije

1. Cilj organizacije je v vsakem pogledu pospeševati, izboljševati in olajševati mednarodni železniški promet, še zlasti:

a) z uvajanjem enotne zakonodaje na teh pravnih področjih:

1. pogodba o prevozu potnikov in blaga v direktnem mednarodnem železniškem prometu skupaj z dopolnilnimi prevozi z drugimi oblikami prevoza po eni sami pogodbi;

2. pogodba o uporabi vagonov kot prevoznega sredstva v mednarodnem železniškem prometu;

3. pogodba o uporabi infrastrukture v mednarodnem železniškem prometu;

4. prevoz nevarnega blaga v mednarodnem železniškem prometu;

b) prispevanjem k temu, da se ob upoštevanju posebnih javnih interesov čim prej odstranijo ovire pri prestopu državnih meja v mednarodnem železniškem prometu, če so razlogi za te ovire v državni pristojnosti;

c) prispevanjem k možnosti za skupno delovanje in tehnično usklajenost na železniškem področju s potrditvijo tehničnih standardov in sprejetjem enotnih tehničnih predpisov;

d) uvedbo enotnega postopka za tehnično odobritev železniškega materiala, ki je namenjen uporabi v mednarodnem prometu;

e) nadziranjem izvajanja in uporabe predpisov in priporočil, izdanih v organizaciji;

f) nadaljnjim razvojem enotne pravne ureditve, pravil in postopkov iz točk a) do e) ob upoštevanju pravnega, gospodarskega in tehničnega razvoja.

2. Organizacija lahko:

a) skladno s ciljem iz prvega odstavka pripravi drugo enotno pravno ureditev,

b) oblikuje okvir, v katerem lahko države članice pripravijo še druge mednarodne konvencije, katerih cilj je pospeševati, izboljševati in olajševati mednarodni železniški promet.

3. člen

Mednarodno sodelovanje

1. Države članice se zavezujejo, da bodo svoje mednarodno sodelovanje na železniškem področju načeloma izvajale v okviru organizacije, in to v tolikšni meri, kot je to povezano z nalogami, ki se organizaciji dodelijo v skladu z 2. in 4. členom. Da bi države članice dosegle ta cilj, bodo sprejele vse potrebne in koristne ukrepe za prilagoditev veljavnih mednarodnih večstranskih konvencij in sporazumov, katerih pogodbenice so, če se te konvencije in sporazumi nanašajo na mednarodno sodelovanje na železniškem področju, in dodeljevale drugim medvladnim ali nevladnim organizacijam naloge, ki se prekrivajo z nalogami organizacije.

2. Obveznosti iz prvega odstavka tistih držav članic, ki so hkrati članice Evropskih skupnosti ali države pogodbenice Pogodbe o evropskem gospodarskem prostoru, ne prevladajo nad njihovimi obveznostmi, ki jih imajo kot članice Evropskih skupnosti ali države pogodbenice Pogodbe o evropskem gospodarskem prostoru.

Article 4**Taking on and transfer of attributions**

§ 1 By a decision of the General Assembly, the Organisation shall be authorised to take on, within the framework of its aim as defined in Article 2, the attributions, resources and obligations which may be transferred to it by other intergovernmental organisations by virtue of agreements concluded with those organisations.

§ 2 The Organisation may, by a decision of the General Assembly, transfer to other intergovernmental organisations attributions, resources and obligations, by virtue of agreements concluded with those organisations.

§ 3 The Organisation may, with the approval of the Administrative Committee, take on administrative functions related to its aim and which are entrusted to it by a Member State. The expenses of the Organisation, arising out of these functions, shall be met by the Member State concerned.

Article 5**Special obligations of the Member States**

§ 1 The Member States agree to adopt all appropriate measures in order to facilitate and accelerate international rail traffic. To that end, each Member State undertakes, to the extent possible, to

- a) eliminate any useless procedure,
- b) simplify and standardise the formalities already required,
- c) simplify frontier checks.

§ 2 In order to facilitate and improve international rail traffic, the Member States agree to lend their support to attain the highest possible degree of uniformity in the regulations, standards, procedures and methods of organisation relating to railway vehicles, railway personnel, railway infrastructure and auxiliary services.

§ 3 The Member States agree to facilitate the conclusion of agreements between infrastructure managers intended to optimise international rail traffic.

Article 6**Uniform Rules**

§ 1 So far as declarations are not made in accordance with Article 42 § 1, first sentence, international rail traffic and admission of railway material to use in international traffic shall be governed by:

- a) the "Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV)", forming Appendix A to the Convention,
- b) the "Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM)", forming Appendix B to the Convention,
- c) the "Regulation concerning the International Carriage of Dangerous Goods by Rail (RID)", forming Appendix C to the Convention,
- d) the "Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic (CUV)", forming Appendix D to the Convention,
- e) the "Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic (CUI)", forming Appendix E to the Convention,
- f) the "Uniform Rules concerning the Validation of Technical Standards and the Adoption of Uniform Technical Prescriptions applicable to Railway Material intended to be used in International Traffic (APTU)", forming Appendix F to the Convention,
- g) the "Uniform Rules concerning Technical Admission of Railway Material used in International Traffic (ATMF)", forming Appendix G to the Convention,
- h) other systems of uniform law elaborated by the Organisation pursuant to Article 2 § 2, letter a), also forming Appendices to the Convention.

4. člen**Prevzem in prenos nalog**

1. S sklepom generalne skupščine lahko organizacija v okviru svojih ciljev, določenih v 2. členu, prevzame naloge, sredstva in obveznosti, ki jih lahko nanjo prenesejo druge medvladne organizacije s sporazumi, sklenjenimi s temi organizacijami.

2. S sklepom generalne skupščine lahko organizacija naloge, sredstva in obveznosti prenese na druge medvladne organizacije s sporazumi, sklenjenimi s temi organizacijami.

3. Organizacija lahko z odobritvijo upravnega odbora prevzame upravne naloge, ki so povezane z njenim ciljem in ji jih zaupajo države članice. Stroške organizacije za opravljanje teh nalog poravnava zadevna država članica.

5. člen**Posebne obveznosti držav članic**

1. Države članice soglašajo, da bodo sprejele vse primerne ukrepe za lažje in hitrejše odvijanje mednarodnega železniškega prometa. V ta namen se vsaka država članica zavezuje, da bo, če bo to v njeni moči:

- a) odpravila vse odvečne postopke,
- b) poenostavila in poenotila še zahtevane uradne postopke,
- c) poenostavila preglede na meji.

2. Da bi države članice olajšale in izboljšale mednarodni železniški promet, soglašajo, da bodo podprle prizadevanja za čim večje poenotenje predpisov, standardov, organizacijskih postopkov in metod, povezanih z železniškimi vozili, osebjem, infrastrukturo in pomožnimi storitvami.

3. Države članice soglašajo, da bodo olajšale sklepanje tistih sporazumov med upravljavci infrastrukture, katerih namen bo doseči optimalen mednarodni železniški promet.

6. člen**Enotna pravila**

1. Če niso dane izjave ali pridržki iz prvega stavka prvega odstavka 42. člena, urejajo mednarodni železniški promet in tehnično odobritev železniškega materiala za uporabo v mednarodnem prometu:

- a) Enotna pravila za pogodbo o mednarodnem železniškem prevozu potnikov (CIV), ki so dodatek A h konvenciji;
- b) Enotna pravila za pogodbo o mednarodnem železniškem prevozu blaga (CIM), ki so dodatek B h konvenciji;
- c) Pravilnik o mednarodnem železniškem prevozu nevarnega blaga (RID), ki je dodatek C h konvenciji;
- d) Enotna pravila za pogodbe o uporabi vagonov v mednarodnem železniškem prometu (CUV), ki so dodatek D h konvenciji;
- e) Enotna pravila za pogodbo o uporabi infrastrukture v mednarodnem železniškem prometu (CUI), ki so dodatek E h konvenciji;
- f) Enotna pravila za potrditev tehničnih standardov in sprejetje enotnih tehničnih predpisov za železniški material, namenjen uporabi v mednarodnem prometu (APTU), ki so dodatek F h konvenciji;
- g) Enotna pravila za tehnično odobritev železniškega materiala, ki se uporablja v mednarodnem prometu (ATMF), ki so dodatek G h konvenciji;
- h) druge enotne pravne ureditve, ki jih pripravi organizacija v skladu s točko a) drugega odstavka 2. člena in so tudi dodatki h konvenciji.

§ 2 The Uniform Rules, the Regulation and the systems listed in § 1, including their Annexes, shall form an integral part of the Convention.

Article 7

Definition of the expression "Convention"

In the following provisions the expression "Convention" covers the Convention itself, the Protocol referred to in article 1 § 4 and the Appendices referred to in Article 6, including their Annexes.

Title II Common Provisions

Article 8

National law

§ 1 When interpreting and applying the Convention, its character of international law and the necessity to promote uniformity shall be taken into account.

§ 2 In the absence of provisions in the Convention, national law shall apply.

§ 3 "National law" means the law of the State in which the person entitled asserts his rights, including the rules relating to conflict of laws.

Article 9

Unit of account

§ 1 The unit of account referred to in the Appendices shall be the Special Drawing Right as defined by the International Monetary Fund.

§ 2 The value in Special Drawing Rights of the national currency of a Member State which is a member of the International Monetary Fund shall be calculated in accordance with the method applied by the International Monetary Fund for its own operations and transactions.

§ 3 The value in Special Drawing Rights of the national currency of a Member State which is not a member of the International Monetary Fund shall be calculated by the method determined by that State. This calculation must express in the national currency a real value as close as possible to that which would result from the application of § 2.

§ 4 For a Member State which is not a member of the International Monetary Fund and whose legislation does not permit the application of § 2 or § 3 above, the unit of account referred to in the Appendices shall be deemed to be equal to three gold francs. The gold franc is defined as 10/31 of a gramme of gold of millesimal fineness 900. The conversion of the gold franc must express in the national currency a real value as close as possible to that which would result from the application of § 2.

§ 5 Within three months after the entry into force of the Convention and each time that a change occurs in their method of calculation or in the value of their national currency in relation to the unit of account, States shall notify the Secretary General of their method of calculation in accordance with § 3 or of the results of the conversion in accordance with § 4. The latter shall inform the Member States of these notifications.

§ 6 An amount expressed in units of account shall be converted into the national currency of the State of the court or tribunal seized. The conversion shall be made in accordance with the value of the corresponding currency on the day of the judicial decision or on the day agreed between the parties.

2. Enotna pravila, pravilnik in ureditve iz prvega odstavka so skupaj s svojimi prilogami sestavni del konvencije.

7. člen

Opredelitev izraza "konvencija"

V nadaljnjem besedilu izraz konvencija pomeni konvencijo samo, protokol iz četrtega odstavka 1. člena in dodatke iz 6. člena skupaj s prilogami.

II. del Skupne določbe

8. člen

Notranja zakonodaja

1. Pri razlagi in uporabi konvencije je treba upoštevati njeno mednarodnopravno naravo in potrebo, da bi dosegli čim večje poenotenje.

2. Če v konvenciji ni ustreznih določb, velja notranja zakonodaja.

3. Izraz "notranja zakonodaja" pomeni zakonodajo države, v kateri upravičenec uveljavlja svoje pravice; vključno s kolizijskimi pravili.

9. člen

Obračunska enota

1. Obračunska enota, omenjena v dodatkih, je posebna pravica črpanja, kot jo je določil Mednarodni denarni sklad.

2. Vrednost nacionalne valute države članice, ki je članica Mednarodnega denarnega sklada, izražena v posebnih pravicah črpanja, se izračuna v skladu z načinom, ki ga uporablja Mednarodni denarni sklad pri svojem poslovanju in transakcijah.

3. Vrednost nacionalne valute države članice, ki ni članica Mednarodnega denarnega sklada, izražena v posebnih pravicah črpanja, se izračuna tako, kot določa ta država. Rezultat tega izračuna mora biti v državni valuti izražena realna vrednost, ki mora biti čim bližja tisti, ki bi jo dobili z uporabo načina iz drugega odstavka.

4. Za državo članico, ki ni članica Mednarodnega denarnega sklada in katere zakonodaja ne dovoljuje uporabe drugega ali tretjega odstavka tega člena, velja za obračunsko enoto, predvideno v dodatkih, da je enaka trem zlatim frankom. Zlati frank je določen kot 10/31 grama zlata čistote 0,900. Na podlagi zlatega franka preračunana vrednost mora izražati v nacionalni valuti realno vrednost, ki mora biti čim bližja tisti, ki bi jo dobili z uporabo načina iz drugega odstavka.

5. Države članice v treh mesecih po začetku veljavnosti konvencije in vsakič, ko pride do spremembe pri njihovem načinu obračunavanja ali vrednosti njihove nacionalne valute glede na obračunsko enoto, obvestijo generalnega sekretarja o svojem načinu izračuna v skladu s tretjim odstavkom ali o rezultatih pretvorbe v skladu s četrtem odstavkom. Generalni sekretar o tem obvesti države članice.

6. Znesek, izražen v obračunskih enotah, se pretvori v nacionalno valuto države, v kateri ima sedež pristojno sodišče. Pretvorba se opravi v skladu z vrednostjo ustrezne valute na dan sodnega sklepa ali na dan, za katerega se dogovorita stranki.

Article 10**Supplementary provisions**

§ 1 Two or more Member States or two or more carriers may agree supplementary provisions for the execution of the CIV Uniform Rules and the CIM Uniform Rules; they may not derogate from these Uniform Rules.

§ 2 The supplementary provisions referred to in § 1 shall be put into force and published in the manner required by the laws and prescriptions of each State. The supplementary provisions of States and their coming into force shall be notified to the Secretary General. He shall inform the Member States of these notifications.

Article 11**Security for costs**

Security for costs cannot be required in proceedings founded on the CIV Uniform Rules, the CIM Uniform Rules, the CUV Uniform Rules or the CUI Uniform Rules.

Article 12**Execution of judgments. Attachment**

§ 1 Judgments pronounced by the competent court or tribunal pursuant to the provisions of the Convention after trial or by default shall, when they have become enforceable under the law applied by that court or tribunal, become enforceable in each of the other Member States on completion of the formalities required in the State where enforcement is to take place. The merits of the case shall not be subject to review. These provisions shall apply also to judicial settlements.

§ 2 § 1 shall apply neither to judgments which are provisionally enforceable, nor to awards of damages in addition to costs against a plaintiff who fails in his action.

§ 3 Debts arising from a transport operation subject to the CIV Uniform Rules or the CIM Uniform Rules, owed to one transport undertaking by another transport undertaking not under the jurisdiction of the same Member State, may only be attached under a judgment given by the judicial authority of the Member State which has jurisdiction over the undertaking entitled to payment of the debt sought to be attached.

§ 4 Debts arising from a contract subject to the CUV Uniform Rules or the CUI Uniform Rules may only be attached under a judgment given by the judicial authority of the Member State which has jurisdiction over the undertaking entitled to payment of the debts sought to be attached.

§ 5 Railway vehicles may only be seized on a territory other than that of the Member State in which the keeper has its registered office, under a judgment given by the judicial authority of that State. The term "keeper" means the person who, being the owner or having the right to dispose of it, exploits the railway vehicle economically in a permanent manner as a means of transport.

Title III
Structure and Functioning

Article 13
Organs

§ 1 The functioning of the Organisation shall be ensured by the following organs:

- a) the General Assembly,
- b) the Administrative Committee,
- c) the Revision Committee,
- d) the Committee of Experts for the Carriage of Dangerous Goods (RID Expert Committee),
- e) the Rail Facilitation Committee,

10. člen**Dodatne določbe**

1. Dve ali več držav ali dva ali več prevoznikov se lahko dogovori o dodatnih določbah za izvajanje Enotnih pravil CIV in Enotnih pravil CIM, ki pa ne smejo odstopati od teh enotnih pravil.

2. Dodatne določbe iz prvega odstavka začnejo veljati in se objavijo na način, ki ga določajo zakoni in predpisi vsake države. O dodatnih določbah držav in začetku njihove veljavnosti je treba obvestiti generalnega sekretarja. Ta o tem obvesti še druge države članice.

11. člen**Varščina za sodne stroške**

V postopkih, ki temeljijo na Enotnih pravilih CIV, Enotnih pravilih CIM, Enotnih pravilih CUV ali Enotnih pravilih CUI, ni mogoče zahtevati varščine za sodne stroške.

12. člen**Izvrševanje sodb, zaseg**

1. Sodbe in tudi zamudne sodbe, ki jih izreče pristojno sodišče na podlagi konvencije in postanejo izvršljive v skladu z veljavno zakonodajo tega sodišča, postanejo izvršljive v vsaki od drugih držav članic po končanih uradnih postopkih, zahtevanih v državi, v kateri naj se opravi izvršba.

Vsebinsko se zadeva ne presoja ponovno. Te določbe veljajo tudi za sodne poravnave.

2. Določbe prvega odstavka se ne uporabljajo za začasno izvršljive sodbe, dosojena višina odškodnine pa ne sme presegati višine dejanskih stroškov sodnega postopka proti stranki, ki je tožbo izgubila.

3. Terjatve, ki so nastale zaradi prevoza, za katerega veljajo Enotna pravila CIV ali Enotna pravila CIM in jih enemu prevozniku dolguje drug prevoznik, ki ni pod sodno pristojnostjo iste države članice, lahko s sodbo prisodi upniku le sodna oblast države članice, v kateri ima sedež prevoznik, ki je upravičen do plačila zahtevane terjatve.

4. Terjatve, ki so nastale na podlagi pogodb, ki temeljijo na Enotnih pravilih CUV ali Enotnih pravilih CUI, se lahko zasežejo le na podlagi sodbe sodne oblasti države članice, v kateri ima sedež prevoznik, ki je upravičen do plačila zahtevane terjatve.

5. Železniška vozila se lahko zasežejo na območju zunaj območja države članice, v kateri ima imetnik svoj sedež, samo s sodbo sodne oblasti te države. Izraz "imetnik" pomeni osebo, ki kot lastnik ali imetnik razpolagalne pravice stalno gospodarsko uporablja železniško vozilo kot prevozno sredstvo.

III. del
Ustroj in delovanje

13. člen
Organi

1. Delovanje organizacije se zagotavlja s temi organi:

- a) generalna skupščina,
- b) upravni odbor,
- c) revizijski odbor,
- d) odbor strokovnjakov za prevoz nevarnega blaga (strokovni odbor RID),
- e) odbor za lažje odvijanje železniškega prometa,

- f) the Committee of Technical Experts,
- g) the Secretary General.

§ 2 The General Assembly may decide to establish temporarily other committees for specific tasks.

§ 3 On the determination of the quorum in the General Assembly or in the Committees referred to in § 1, letters c) to f), Member States which do not have the right to vote (Article 14 § 5, Article 26 § 7 or Article 40 § 4) shall not be taken into account.

§ 4 The chairmanship of the General Assembly, the chairmanship of the Administrative Committee as well as the function of Secretary General must, in principle, be conferred on nationals of different Member States.

Article 14

General Assembly

§ 1 The General Assembly shall be composed of all Member States.

§ 2 The General Assembly shall:

- a) establish its rules of procedure;
- b) designate the members of the Administrative Committee as well as a deputy member for each member and elect the Member State which will provide the chairmanship of it (Article 15 §§ 1 to 3);
- c) elect the Secretary General (Article 21 § 2);

d) issue directives concerning the activity of the Administrative Committee and the Secretary General;

e) fix, for six-year periods, the maximum amount that the expenditure of the Organisation may reach in each budgetary period (article 25); if not, it shall issue directives relating to the limitation of that expenditure for a period no longer than six years;

f) decide whether the headquarters of the Organisation should be located at another place (Article 1 § 2);

g) take decisions about the introduction of other working languages (Article 1 § 6);

h) take decisions about the taking on of other attributions by the Organisation (Article 4 § 1) and the transfer of attributions of the Organisation to another intergovernmental organisation (Article 4 § 2);

i) decide, if necessary, on the temporary establishment of other committees for specific tasks (Article 13 § 2);

j) consider whether the attitude of a State should be regarded as a tacit denunciation (Article 26 § 7);

k) decide whether to entrust the carrying out of the auditing of the accounts to another Member State than the Headquarters State (Article 27 § 1);

l) take decisions about proposals aiming to modify the Convention (Article 33 §§ 2 and 3);

m) take decisions about applications for accession submitted to the General Assembly (Article 37 § 4);

n) take decisions about the conditions of accession of a regional economic integration organisation (Article 38 § 1);

o) take decisions about applications for association submitted to it (Article 39 § 1);

p) take decisions about the dissolution of the Organisation and about the possible transfer of its attributions to another intergovernmental organisation (Article 43);

q) take decisions about other questions placed on the agenda.

§ 3 The Secretary General shall convene the General Assembly once every three years or at the request either of one-third of the Member States or of the Administrative Committee, as well as in the cases referred to in Article 33 §§ 2 and 3 and in Article 37 § 4. He shall send the draft agenda to the Member States at least three months before the opening of the session, in accordance with the conditions defined by the rules of procedure referred to in § 1, letter a).

- f) odbor strokovnjakov za tehnična vprašanja,
- g) generalni sekretar.

2. Generalna skupščina se lahko odloči za začasno ustanovitev še drugih odborov za posebne naloge.

3. Pri določanju sklepčnosti generalne skupščine ali odborov iz točk od c) do f) prvega odstavka se države članice, ki nimajo pravice do glasovanja (peti odstavek 14. člena, sedmi odstavek 26. člena ali četrti odstavek 40. člena), ne upoštevajo.

4. Predsedstvo generalne skupščine, predsedstvo upravnega odbora in tudi funkcija generalnega sekretarja morajo načeloma biti dodeljeni državljanom različnih držav članic.

14. člen

Generalna skupščina

1. Generalno skupščino sestavljajo vse države članice.

2. Generalna skupščina:

- a) sprejme svoj poslovnik;
- b) imenuje člane upravnega odbora in za vsakega člana tudi nadomestnega člana ter izvoli državo članico, ki mu bo predsedovala (prvi do tretji odstavek 15. člena);

c) izvoli generalnega sekretarja (drugi odstavek 21. člena);

d) izdaja smernice za delovanje upravnega odbora in generalnega sekretarja;

e) za šest let določi najvišji znesek, ki ga lahko dosežejo izdatki organizacije v vsakem proračunskem obdobju (25. člen); v nasprotnem primeru izda smernice za omejevanje te porabe za obdobje, ki ni daljše od šestih let;

f) odloči, ali naj se sedež organizacije preseli drugam (drugi odstavek 1. člena);

g) odloča o uvedbi drugih delovnih jezikov (šesti odstavek 1. člena);

h) odloča o prenosu še drugih nalog na organizacijo (prvi odstavek 4. člena) in prenosu nalog organizacije na kako drugo medvladno organizacijo (drugi odstavek 4. člena);

i) po potrebi odloča o ustanavljanju začasnih drugih odborov za posebne naloge (drugi odstavek 13. člena);

j) presodi, ali bi bilo treba odnos posamezne države šteti kot tiho odpoved (sedmi odstavek 26. člena);

k) odloča, ali naj zaupa revizijo zaključnih računov kaki drugi državi članici in ne državi, v kateri ima svoj sedež (prvi odstavek 27. člena);

l) odloča o predlogih za spremembo konvencije (drugi in tretji odstavek 33. člena);

m) odloča o prošnjah za pristop, ki so predložene generalni skupščini (četrti odstavek 37. člena);

n) odloča o pogojih za pristop regionalne organizacije za gospodarsko sodelovanje (prvi odstavek 38. člena);

o) odloča o prošnjah za pridružitve, ki so ji predložene (prvi odstavek 39. člena);

p) odloča o razpustitvi organizacije in mogočem prenosu njenih nalog na drugo medvladno organizacijo (43. člen);

q) odloča o drugih vprašanjih, ki so uvrščena na dnevni red.

3. Generalni sekretar skliče generalno skupščino vsaka tri leta ali na zahtevo tretjine držav članic ali upravnega odbora in tudi v primerih, predvidenih v drugem in tretjem odstavku 33. člena in četrtem odstavku 37. člena. Osnutek dnevnega reda pošlje državam članicam vsaj tri mesece pred začetkom zasedanja v skladu s pogoji, določenimi v poslovniku iz točke a) drugega odstavka.

§ 4 There shall be a quorum (Article 13 § 3) in the General Assembly when the majority of the Member States are represented there. A Member State may arrange to be represented by another Member State; however a State may not represent more than one other State.

§ 5 In the case of a vote in the General Assembly concerning modifications of the Appendices to the Convention, Member States which have made a declaration in respect of the Appendix in question pursuant to Article 42 § 1, first sentence, shall not have the right to vote.

§ 6 The General Assembly shall take its decisions by the majority of the Member States represented at the time of the vote, save in the case of § 2, letters e), f), g), h), l) and p) as well as of Article 34 § 6, for which the majority shall be two-thirds. However, in the case of § 2, letter l) the majority shall be two-thirds only in the case of proposals aiming to modify the Convention itself, with the exception of Articles 9 and 27 §§ 2 to 10 and the Protocol referred to in Article 1 § 4.

§ 7 On the invitation of the Secretary General, issued with the agreement of a majority of the Member States,

- a) States which are not members of the Organisation,
 - b) international organisations and associations having competence for questions concerning the Organisation's activities or dealing with problems which have been placed on the agenda,
- may attend sessions of the General Assembly in an advisory capacity.

Article 15 Administrative Committee

§ 1 The Administrative Committee shall be composed of a third of the Member States.

§ 2 The members of the Committee and one deputy member for each of them as well as the Member State which chairs the Committee shall be designated for three years. The composition of the Committee shall be determined for each period, having regard in particular to an equitable geographical distribution. A deputy member that becomes a member of the Committee in the course of a period must be designated as a member of the Committee for the period which follows.

§ 3 If a vacancy occurs or the right to vote of a member is suspended or in the case of absence of a member for two consecutive sessions of the Committee, without the member arranging to be represented by another member in accordance with § 6, the deputy member designated by the General Assembly shall exercise its functions for the remainder of the period.

§ 4 With the exception of the case referred to in § 3, no Member State may sit on the Committee for more than two full consecutive periods.

§ 5 The Committee shall:

- a) establish its rules of procedure;
- b) conclude the Headquarters Agreement;
- c) establish the staff regulation for the Organisation;
- d) appoint, taking account of the ability of the candidates and an equitable geographical distribution, the senior officers of the Organisation;
- e) establish a regulation concerning the finances and book-keeping of the Organisation;
- f) approve the work programme, budget, management report and accounts of the Organisation;
- g) fix, on the basis of the approved accounts, the definitive contributions due from the Member States in accordance with Article 26 for the two previous calendar years, as well as the amount of the treasury advance due from the Member States in accordance with Article 26 § 5 for the current year and the next calendar year;

4. Generalna skupščina je sklepčna (tretji odstavek 13. člena), kadar je v njej zastopana večina držav članic. Država članica se lahko dogovori, da jo zastopa druga država članica, vendar nobena država ne sme zastopati več kot ene druge države.

5. Tiste države članice, ki so o dodatku h konvenciji dale izjavo po prvem stavku prvega odstavka 42. člena, pri glasovanju na generalni skupščini o spremembah tega dodatka nimajo pravice do glasovanja.

6. Generalna skupščina sprejema svoje odločitve z večino glasov držav članic, zastopanih med glasovanjem, razen v primerih iz točk e), f), g), h), l) in p) drugega odstavka in šestega odstavka 34. člena, ko mora biti večina dvotretjinska. V primeru iz točke l) drugega odstavka pa mora biti dvotretjinska večina samo pri predlogih za spremembo same konvencije, razen 9. člena in drugega do desetega odstavka 27. člena, ter protokola iz četrtega odstavka 1. člena.

7. Na povabilo generalnega sekretarja, dano s soglasjem večine držav članic, so lahko na zasedanjih generalne skupščine v svetovalni vlogi navzoče tudi:

- a) države, ki niso članice organizacije,
- b) mednarodne organizacije in združenja, pristojna za vprašanja, povezana z dejavnostjo organizacije, ali se ukvarjajo z vprašanji, uvrščenimi na dnevni red.

15. člen Upravni odbor

1. Upravni odbor sestavlja tretjina držav članic.

2. Članice odbora in po en nadomestni član zanje in tudi predsedujoča država članica se imenujejo za tri leta. Sestava odbora se določi za vsako mandatno obdobje, še zlasti se upošteva ustrezna geografska razdelitev sedežev po državah. Če nadomestna članica med mandatnim obdobjem postane članica odbora, mora biti imenovana za članico odbora za naslednje mandatno obdobje.

3. Če se pojavi prosto mesto ali če se članici začasno odvzame pravica do glasovanja ali če je članica odsotna na dveh zaporednih zasedanjih odbora, ne da bi se dogovorila, da jo bo v skladu s šestim odstavkom zastopala druga članica, opravlja njene naloge v preostalem obdobju nadomestna članica, ki jo imenuje generalna skupščina.

4. Razen v primeru, omenjenem v tretjem odstavku, ne sme biti nobena država članica v odboru več kot dve celi zaporedni obdobji.

5. Odbor:

- a) sprejme svoj poslovnik;
- b) sklene sporazum o sedežu organizacije;
- c) sprejme pravilnik za zaposlene v organizaciji;
- d) ob upoštevanju sposobnosti kandidatov in ustrezne geografske razporeditve po državah imenuje vodilne uslužbenke organizacije;
- e) sprejme pravilnik o računovodstvu in knjigovodstvu organizacije;
- f) odobri delovni program, finančni načrt, poročilo o poslovanju in zaključni račun organizacije;
- g) na podlagi odobrenega zaključnega računa določi dokončne prispevke, ki jih morajo plačati države članice v skladu s 26. členom za dve predhodni koledarski leti, ter znesek predplačila, ki ga morajo države članice plačati v skladu s petim odstavkom 26. člena za tekoče in naslednje koledarsko leto;

h) determine the attributions of the Organisation which concern all the Member States or only some of the Member States as well as the expenses to be borne, in consequence, by these Member States (Article 26 § 4);

i) fix the amount of specific remuneration (Article 26 § 11);

j) issue special directives concerning the auditing of accounts (Article 27 § 1);

k) approve the taking on of administrative functions by the Organisation (Article 4 § 3) and fix the specific contributions due from the Member State concerned;

l) send to the Member States the management report, the statement of accounts as well as its decisions and recommendations;

m) prepare and send to the Member States, with a view to the General Assembly which is to decide the composition of the Committee, at least two months before the opening of the session, a report on its activity as well as proposals as to how it should be reconstituted (Article 14 § 2, letter b));

n) keep a check on the conduct of business by the Secretary General;

o) keep a watch on the proper application of the Convention by the Secretary General and the execution, by the Secretary General, of decisions taken by the other organs; to this end, the Committee may take all measures likely to improve the application of the Convention and of the above mentioned decisions;

p) give reasoned opinions on questions which may affect the work of the Organisation and are submitted to the Committee by a Member State or by the Secretary General;

q) resolve disputes between a Member State and the Secretary General with respect to his function as Depositary (Article 36 § 2);

r) take decisions about applications for suspension of membership (Article 40).

§ 6 There shall be a quorum in the Administrative Committee when two-thirds of its members are represented there. However, a member may arrange to be represented by another member; no member may however represent more than one other member.

§ 7 The Committee shall take its decisions by the majority of the members represented at the time of vote.

§ 8 Unless it decides otherwise, the Committee shall meet at the headquarters of the Organisation. The minutes of its meetings shall be sent to all Member States.

§ 9 The Chairman of the Committee shall:

a) convene the Committee at least once a year as well as at the request of four of its members or of the Secretary General;

b) send to the members of the Committee the draft agenda;

c) deal, within the limits and under the conditions laid down in the rules of procedure, with urgent questions arising in the interval between meetings;

d) sign the Headquarters Agreement referred to in § 5, letter b).

§ 10 The Committee may, within the limits of its own responsibilities, instruct the Chairman to carry out certain specific tasks.

Article 16

Other Committees

§ 1 The Committees referred to in Article 13 § 1, letters c) to f) and § 2 shall be composed, in principle, of all Member States. When the Revision Committee, the RID Expert Committee or the Committee of Technical Experts deliberate and take decisions, within the limits of their competence, about modifications of the Appendices to the Convention, Member States which have made a declaration in respect of the Appendices in question pursuant to Article 42 § 1, first sentence, shall not be members of the Committee concerned.

h) določi naloge organizacije, ki se nanašajo na vse države članice ali samo nekatere od njih, kakor tudi izdatke, ki jih morajo za to kriti države članice (četrti odstavek 26. člena);

i) določi znesek plačil za kritje posebnih stroškov (enajsti odstavek 26. člena);

j) izdaja posebne smernice v zvezi z revizijo zaključnih računov (prvi odstavek 27. člena);

k) odobri, da upravne naloge prevzame organizacija (tretji odstavek 4. člena) in določi posebne prispevke, ki jih mora plačati država članica;

l) državam članicam pošilja poročilo o poslovanju, zaključni račun, svoje sklepe in priporočila;

m) v zvezi z generalno skupščino, ki naj določi sestavo odbora, odbor pripravi in pošlje državam članicam vsaj dva meseca pred začetkom zasedanja poročilo o svoji dejavnosti ter predloge o novi sestavi (točka b) drugega odstavka 14. člena);

n) nadzira vodenje poslovanja, ki ga opravlja generalni sekretar;

o) nadzira, ali generalni sekretar pravilno uporablja konvencijo in ali uresničuje sklepe, ki jih sprejmejo drugi organi; v ta namen lahko odbor sprejme potrebne ukrepe, ki bi izboljšali izvajanje konvencije in omenjenih sklepov;

p) daje utemeljena mnenja o vprašanih, ki lahko vplivajo na delo organizacije in mu jih predloži država članica ali generalni sekretar;

q) rešuje spore med državo članico in generalnim sekretarjem glede njegovih nalog depozitarja (drugi odstavek 36. člena);

r) odloča o prošnjah za mirovanje članstva (40. člen).

6. Upravni odbor je sklepčen, kadar sta zastopani dve tretjini njegovih članic. Članica se lahko dogovori, da jo bo zastopala druga članica, vendar nobena članica ne sme zastopati več kot ene druge članice.

7. Odbor sprejema svoje odločitve z večino članic, zastopanih pri glasovanju.

8. Če ne odloči drugače, odbor zaseda na sedežu organizacije. Zapisniki z njegovih zasedanj se pošljejo vsem državam članicam.

9. Predsednik odbora:

a) skliče odbor vsaj enkrat letno na zahtevo štirih njegovih članic ali generalnega sekretarja;

b) pošlje članicam odbora osnutek dnevnega reda;

c) v okviru omejitev in pod pogoji, določenimi v poslovniku odbora, obravnava nujna vprašanja, ki se pojavijo v presledkih med zasedanji;

d) podpiše sporazum o sedežu organizacije iz točke b) petega odstavka.

10. Odbor lahko v okviru svojih pristojnosti naloži predsedniku opravljanje posebnih nalog.

16. člen

Drugi odbori

1. Odbori iz točk c) do f) prvega odstavka in drugega odstavka 13. člena so načeloma sestavljeni iz vseh držav članic. Kadar revizijski odbor, strokovni odbor RID ali odbor strokovnjakov za tehnična vprašanja proučuje in odloča v okviru svojih pristojnosti o spremembah dodatkov h konvenciji, pa tiste države članice, ki so o dodatkih dale izjave v skladu s prvim stavkom prvega odstavka 42. člena, niso članice tistega odbora.

§ 2 The Secretary General shall convene the Committees either on his own initiative or at the request of five Member States or of the Administrative Committee. The Secretary General shall send the draft agenda to the Member States at least two months before the opening of the meeting.

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

§ 4 Each Member State represented shall have one vote. A proposal shall be adopted if the number of votes in favour is:

a) equal to at least one-third of the number of Member States represented at the time of the vote and

b) greater than the number of votes against.

§ 5 On the invitation of the Secretary General, issued with the agreement of a majority of the Member States,

a) States which are not members of the Organisation,
b) Member States which, however, are not members of the Committee concerned,

c) international organisations and associations having competence for questions concerning the Organisation's activities or dealing with problems which have been placed on the agenda,

may attend meetings of the Committees in an advisory capacity.

§ 6 The Committees shall elect for each meeting or for an agreed period a Chairman and one or several Deputy Chairmen.

§ 7 The proceedings shall be conducted in the working languages. The substance of what is said during a meeting in one of the working languages shall be translated into the other working languages; proposals and decisions shall be translated in full.

§ 8 The minutes shall summarise the proceedings. Proposals and decisions shall be reproduced in full. With regard to decisions, the French text shall prevail. The minutes shall be sent to all Member States.

§ 9 The Committees may appoint working groups to deal with specific questions.

§ 10 The Committees shall establish their rules of procedure.

Article 17

Revision Committee

§ 1 The Revision Committee shall:

a) take decisions, in accordance with Article 33 § 4, about proposals aiming to modify the Convention;

b) consider proposals to be submitted, in accordance with Article 33 § 2, to the General Assembly for decision.

§ 2 There shall be a quorum (Article 13 § 3) in the Revision Committee when the majority of the Member States are represented there.

Article 18

RID Expert Committee

§ 1 The RID Expert Committee shall take decisions, in accordance with Article 33 § 5, about proposals aiming to modify the Convention.

§ 2 There shall be a quorum (Article 13 § 3) in the RID Expert Committee when one-third of the Member States are represented there.

Article 19

Rail Facilitation Committee

§ 1 The Rail Facilitation Committee shall:

a) give its opinion on all questions aiming to facilitate frontier crossing in international rail traffic;

2. Generalni sekretar skliče odbore na svojo pobudo ali na zahtevo petih držav članic ali upravnega odbora. Osnutek dnevnega reda pošlje državam članicam najpozneje dva meseca pred začetkom zasedanja.

3. Država članica se lahko dogovori, da jo bo zastopala druga država članica, vendar nobena država ne sme zastopati več kot dve drugi državi.

4. Vsaka zastopana država ima en glas. Predlog je sprejet, če je število glasov za:

a) enako vsaj tretjini števila držav članic, zastopanih pri glasovanju;

b) večje od števila glasov proti.

5. Na povabilo generalnega sekretarja, dano s soglasjem večine držav članic, so lahko na zasedanjih odborov v svetovalni vlogi navzoče tudi:

a) države, ki niso članice organizacije;

b) države članice, ki niso članice tistega odbora;

c) mednarodne organizacije in združenja, ki so pristojni za vprašanja, povezana z dejavnostjo organizacije, ali se ukvarjajo z vprašanji, uvrščenimi na dnevni red.

6. Odbori za vsako zasedanje ali za določeno časovno obdobje izvolijo predsednika in enega ali več njegovih namestnikov.

7. Razprave potekajo v delovnih jezikih. Bistvo povedanega na sestanku v enem delovnem jeziku se prevede v druge delovne jezike; predlogi in sklepi se prevedejo v celoti.

8. Zapisniki na kratko povzemajo vsebino zasedanj. Predlogi in sklepi so navedeni v celoti. Za sklepe je odločilno francosko besedilo. Zapisniki se pošljejo vsem državam članicam.

9. Odbori lahko imenujejo delovne skupine za obravnavo posameznih vprašanj.

10. Odbori sprejmejo svoj poslovnik.

17. člen

Revizijski odbor

1. Revizijski odbor:

a) v skladu s četrtem odstavkom 33. člena odloča o predlogih za spremembo konvencije;

b) proučuje predloge, ki jih je treba v skladu z drugim odstavkom 33. člena predložiti generalni skupščini v odločanje.

2. Revizijski odbor je sklepčen (tretji odstavek 13. člena), kadar je v njem zastopana večina držav članic.

18. člen

Strokovni odbor RID

1. Strokovni odbor RID odloča o predlogih za spremembo konvencije v skladu s petim odstavkom 33. člena.

2. Strokovni odbor RID je sklepčen (tretji odstavek 13. člena), če je v njem zastopana tretjina držav članic.

19. člen

Odbor za lažje odvijanje železniškega prometa

1. Odbor za lažje odvijanje železniškega prometa:

a) daje mnenje o vseh vprašanjih, katerih cilj je lažje prehajanje meje v mednarodnem železniškem prometu;

b) recommend standards, methods, procedures and practices relating to rail facilitation.

§ 2 There shall be a quorum (Article 13 § 3) in the Rail Facilitation Committee when one-third of the Member States are represented there.

Article 20 Committee of Technical Experts

§ 1 The Committee of Technical Experts shall:

a) take decisions, in accordance with Article 5 of the APTU Uniform Rules, about the validation of a technical standard relating to railway material intended to be used in international traffic;

b) take decisions, in accordance with Article 6 of the APTU Uniform Rules, about the adoption of a uniform technical prescription relating to the construction, operation, maintenance or relating to a procedure concerning railway material intended to be used in international traffic;

c) keep a watch on the application of technical standards and uniform technical prescriptions relating to railway material intended to be used in international traffic and examine their development with a view to their validation or adoption in accordance with the procedures provided for in Articles 5 and 6 of the APTU Uniform Rules;

d) take decisions, in accordance with Article 33 § 6, about proposals aiming to modify the Convention;

e) deal with all other matters which are assigned to it in accordance with the APTU Uniform Rules and the ATMF Uniform Rules.

§ 2 There shall be a quorum (Article 13 § 3) in the Committee of Technical Experts, when one-half of the Member States, within the meaning of Article 16 § 1, are represented there. When the Committee is taking decisions about provisions of the Annexes to the APTU Uniform Rules, Member States which have made an objection, in accordance with Article 35 § 4, with regard to the provisions concerned or have made a declaration, in accordance with Article 9 § 1 of the APTU Uniform Rules, shall not have the right to vote.

§ 3 The Committee of Technical Experts may either validate technical standards or adopt uniform technical prescriptions or refuse to validate or adopt them; it may not under any circumstances modify them.

Article 21 Secretary General

§ 1 The Secretary General shall assume the functions of Secretariat of the Organisation.

§ 2 The Secretary General shall be elected by the General Assembly for a period of three years, renewable twice at most.

§ 3 The Secretary General must, in particular:

a) assume the functions of Depositary (Article 36);

b) represent the Organisation externally;

c) send to Member States the decisions taken by the General Assembly and by the Committees (Article 34 § 1, Article 35 § 1);

d) carry out the duties entrusted to him by the other organs of the Organisation;

e) examine proposals of the Member States aiming to modify the Convention, if necessary with the assistance of experts;

f) convene the General Assembly and the other Committees (Article 14 § 3, Article 16 § 2);

g) send to Member States, in due time, the documents necessary for the meetings of the various organs;

h) draw up the work programme, draft budget and management report of the Organisation and submit them to the Administrative Committee for approval (Article 25);

b) priporoča standarde, načine, postopke in prakse, povezane z lažjim odvijanjem mednarodnega železniškega prometa.

2. Odbor za lažje odvijanje železniškega prometa je sklepčen (tretji odstavek 13. člena), kadar je v njem zastopana tretjina držav članic.

20. člen

Odbor strokovnjakov za tehnična vprašanja

1. Odbor strokovnjakov za tehnična vprašanja:

a) v skladu s 5. členom Enotnih pravil APTU odloča o potrditvi tehničnega standarda za železniški material, ki je namenjen uporabi v mednarodnem prometu;

b) v skladu s 6. členom Enotnih pravil APTU odloča o sprejetju enotnega tehničnega predpisa za gradnjo, obratovanje, vzdrževanje ali postopke, povezane z železniškim materialom, ki je namenjen uporabi v mednarodnem prometu;

c) nadzira izvajanje tehničnih standardov in enotnih tehničnih predpisov za železniški material, ki je namenjen uporabi v mednarodnem železniškem prometu, in proučuje njihov nadaljnji razvoj z vidika potrditve ali sprejetja v skladu s postopkom, predvidenim v 5. in 6. členu Enotnih pravil APTU;

d) v skladu s šestim odstavkom 33. člena odloča o predlogih za spremembo konvencije;

e) se ukvarja z vsemi drugimi zadevami, ki so mu dodeljene v obravnavo v skladu z Enotnimi pravili APTU in Enotnimi pravili ATMF.

2. Odbor strokovnjakov za tehnična vprašanja je sklepčen (tretji odstavek 13. člena), kadar je v njem v smislu prvega odstavka 16. člena zastopana polovica držav članic. Pri sprejemanju sklepov o določbah prilog Enotnih pravil APTU države članice, ki so v skladu s četrtem odstavkom 35. člena ugovarjale določbam ali so dale izjavo v skladu s prvim odstavkom 9. člena Enotnih pravil APTU, nimajo glasovalne pravice.

3. Odbor strokovnjakov za tehnična vprašanja lahko potrdi tehnične standarde ali sprejme enotne tehnične predpise ali pa zavrne njihovo potrditev ali sprejetje; v nobenih okoliščinah pa jih ne sme spremeniti.

21. člen

Generalni sekretar

1. Generalni sekretar opravlja naloge sekretariata organizacije.

2. Generalna skupščina izvoli generalnega sekretarja za tri leta; ponovno ga je mogoče izvoliti največ dvakrat.

3. Naloge generalnega sekretarja so predvsem:

a) izpolnjevati naloge depozitarja (36. člen);

b) predstavljati organizacijo navzven;

c) sporočati državam članicam sklepe generalne skupščine in odborov (prvi odstavek 34. člena, prvi odstavek 35. člena);

d) opravljati naloge, ki mu jih naložijo drugi organi organizacije;

e) za posvetovanja proučiti predloge držav članic za spremembo konvencije, pri čemer lahko po potrebi pritegne k sodelovanju ustrezne izvedence;

f) sklicati generalno skupščino in druge odbore (tretji odstavek 14. člena, drugi odstavek 16. člena);

g) pravočasno poslati državam članicam potrebno dokumentacijo za zasedanja različnih organov;

h) pripraviti delovni program, osnutek proračuna in poslovno poročilo organizacije ter jih predložiti upravnemu odboru v odobritev (25. člen);

i) manage the financial affairs of the Organisation within the limits of the approved budget;

j) endeavour, at the request of one of the parties concerned, by using his good offices, to settle disputes between them arising from the interpretation or application of the Convention;

k) give, at the request of all parties concerned, an opinion on disputes arising from the interpretation or application of the Convention;

l) assume the functions which are attributed to him by Title V;

m) receive communications from the Member States, international organisations and associations referred to in Article 16 § 5, and from the undertakings (carriers, infrastructure managers, etc.) participating in international rail traffic, and notify them, where appropriate, to the other Member States, international organisations and associations as well as undertakings;

n) exercise the management of the staff of the Organisation;

o) inform the Member States, in due time, of any vacancy in the posts of the Organisation;

p) maintain and publish the lists of lines and services referred to in Article 24.

§ 4 The Secretary General may, on his own initiative, present proposals aiming to modify the Convention.

Article 22

Staff of the Organisation

The rights and duties of the staff of the Organisation shall be laid down by the staff regulation established by the Administrative Committee in accordance with Article 15 § 5, letter c).

Article 23

Bulletin

§ 1 The Organisation shall publish a bulletin which shall contain official communications as well as others necessary or useful with respect to the application of the Convention.

§ 2 The communications for which the Secretary General is responsible under the Convention may, if necessary, be made in the form of a publication in the Bulletin.

Article 24

Lists of lines or services

§ 1 The maritime and inland waterway services referred to in Article 1 of the CIV Uniform Rules and of the CIM Uniform Rules, on which carriage is performed in addition to carriage by rail subject to a single contract of carriage, shall be included in two lists:

a) the CIV list of maritime and inland waterway services,

b) the CIM list of maritime and inland waterway services.

§ 2 The railway lines of a Member State which has lodged a reservation in accordance with Article 1 § 6 of the CIV Uniform Rules or in accordance with Article 1 § 6 of the CIM Uniform Rules shall be included in two lists in accordance with that reservation:

a) the CIV list of railway lines,

b) the CIM list of railway lines.

§ 3 Member States shall send to the Secretary General their notifications concerning the inclusion or deletion of lines or services referred to in §§ 1 and 2. In so far as they link Member States, the maritime and inland waterway services referred to in § 1 shall only be included in the lists with the agreement of those States; for the deletion of such a service, notification by one of those States shall suffice.

§ 4 The Secretary General shall notify all Member States of the inclusion or deletion of a line or a service.

i) voditi finančno poslovanje organizacije v okviru odobrenega proračuna;

j) poskušati reševati spore med udeleženiimi strankami zaradi razlage ali izvajanja konvencije, tako da jim ponudi svoje posredovanje, kadar ga za to zaprosi ena od udeleženiimi strank;

k) predložiti svoje mnenje v sporih zaradi razlage ali izvajanja konvencije, kadar ga zanj zaprosijo vse udeležene stranke;

l) opravljati naloge, ki so zanj določene v V. delu;

m) sprejemati sporočila držav članic, mednarodnih organizacij in združenj, navedenih v petem odstavku 16. člena, in tudi v mednarodnem železniškem prometu udeleženiimi podjetij (prevoznikov, upravljavcev infrastrukture itd.) in o njih po potrebi obvestiti druge države članice, mednarodne organizacije in združenja ter tudi podjetja;

n) voditi osebje organizacije;

o) pravočasno obvestiti države članice o izpraznjenem delovnem mestu v organizaciji;

p) vzdrževati in objavljati sezname prog iz 24. člena.

4. Generalni sekretar lahko na lastno pobudo predloži predloge za spremembo konvencije.

22. člen

Osebje organizacije

Pravice in dolžnosti osebja organizacije so določene v pravilniku za osebje, ki ga sprejme upravni odbor v skladu s točko c) petega odstavka 15. člena.

23. člen

Glasilo

1. Organizacija izdaja glasilo, ki vsebuje uradna sporočila in sporočila, potrebna ali koristna za izvajanje konvencije.

2. Generalni sekretar lahko po potrebi v glasilu objavlja sporočila, ki jih mora izdajati na podlagi konvencije.

24. člen

Seznami prog

1. Proge morskega in celinskega vodnega prometa iz 1. člena Enotnih pravil CIV in Enotnih pravil CIM in po katerih na podlagi ene same prevozne pogodbe potekajo prevozi, ki dopolnjujejo železniški prevoz, se vpišejo v dva seznama:

a) seznam prog morskega ali celinskega vodnega prometa CIV in

b) seznam prog morskega ali celinskega vodnega prometa CIM.

2. Železniške proge države članice, ki je vložila pridržek v skladu s šestim odstavkom 1. člena Enotnih pravil CIV ali v skladu s šestim odstavkom 1. člena Enotnih pravil CIM, se v skladu s tem pridržkom vpišejo v dva seznama:

a) seznam železniških prog CIV in

b) seznam železniških prog CIM.

3. Države članice obveščajo generalnega sekretarja o vpisu ali izbrisu prog v skladu s prvim in drugim odstavkom. Če proge morskega ali celinskega vodnega prometa, navedene v prvem odstavku, povezujejo posamezne države članice med seboj, se vpišejo na seznam le ob soglasju teh držav; pri izbrisu take vodne proge zadostuje sporočilo ene teh držav.

4. Generalni sekretar obvesti vse države članice o vpisu ali izbrisu vodne ali železniške proge.

§ 5 Carriage on the maritime and inland waterway services referred to in § 1 and carriage on the railway lines referred to in § 2 shall be subject to the provisions of the Convention on the expiration of one month running from the date of the notification of their inclusion by the Secretary General. Such a service or line shall cease to be subject to the provisions of the Convention on the expiration of three months running from the date of the notification of the deletion by the Secretary General, save in respect of carriage underway which must be finished.

Title IV Finances

Article 25

Work programme. Budget. Accounts. Management report

§ 1 The work programme, budget and accounts of the Organisation shall cover a period of two calendar years.

§ 2 The Organisation shall publish a management report at least every two years.

§ 3 The total amount of expenditure of the Organisation shall be fixed, for each budgetary period, by the Administrative Committee on a proposal by the Secretary General.

Article 26

Financing the expenditure

§ 1 Subject to §§ 2 to 4, the expenditure of the Organisation, not covered by other receipts, shall be met by the Member States as to two fifths on the basis of the United Nations system of apportioning contributions, and as to three fifths in proportion to the total length of railway infrastructure as well as of the maritime and inland waterway services included in accordance with Article 24 § 1. However, maritime and inland waterway services shall count only in respect of one-half of the length of their routes.

§ 2 When a Member State has lodged a reservation in accordance with Article 1 § 6 of the CIV Uniform Rules or in accordance with Article 1 § 6 of the CIM Uniform Rules, the contribution formula referred to in § 1 shall be applied as follows:

a) instead of the total length of railway infrastructure on the territory of that Member State only the length of railway lines included in accordance with Article 24 § 2 shall be taken into account;

b) the part of the contribution according to the United Nations system shall be calculated pro rata as a function of the length of the lines and services included in accordance with Article 24 §§ 1 and 2 in relation to the total length of railway infrastructure on the territory of that Member State plus the length of the services included in accordance with Article 24 § 1, but with a minimum of 0.01 per cent.

§ 3 Each Member State shall meet at least 0.25 per cent and at most 15 per cent of the contributions.

§ 4 The Administrative Committee shall determine the attributions of the Organisation concerning

a) all the Member States equally and the expenditure which shall be met by all Member States according to the formula referred to in § 1,

b) only some of the Member States and the expenditure which shall be met by those Member States according to the same formula.

§ 3 shall apply mutatis mutandis. These provisions shall not affect Article 4 § 3.

§ 5 The contributions of the Member States to the expenditure of the Organisation shall be due in the form of a treasury advance payable in two instalments at the latest by the 31 October of each of the two years covered by the budget. The treasury advance shall be fixed on the basis of the definitive contributions for the two preceding years.

5. Za prevoze po progah morskega ali celinskega vodnega prometa iz prvega odstavka in prevoze po železniških progah iz drugega odstavka veljajo določbe konvencije en mesec po dnevu prejema obvestila generalnega sekretarja o vpisu. Po treh mesecih od dneva obvestila generalnega sekretarja o izbrisu konvencija za te prevoze ne velja več, razen za prevoze, ki so se že začeli in jih je treba končati.

IV. del Finance

25. člen

Delovni program, proračun, zaključni račun, poslovno poročilo

1. Delovni program, proračun in zaključni račun organizacije se vedno nanašajo na obdobje dveh koledarskih let.

2. Organizacija objavi poslovno poročilo najmanj vsaki dve leti.

3. Višino izdatkov organizacije za vsako proračunsko obdobje določi upravni odbor na predlog generalnega sekretarja.

26. člen

Financiranje izdatkov

1. Ob upoštevanju drugega do četrtega odstavka plačajo države članice tiste izdatke organizacije, ki se ne pokrijejo z drugimi dohodki, in sicer dve petini na podlagi določanja prispevne stopnje za Združene narode in tri petine na podlagi skupne dolžine železniških prog ter prog morskega in celinskega vodnega prometa, vpisanih v skladu s prvim odstavkom 24. člena. Pri progah morskega in celinskega vodnega prometa se upošteva le polovica njihove dolžine.

2. Če je država članica vložila pridržek v skladu s šestim odstavkom 1. člena Enotnih pravil CIV ali v skladu s šestim odstavkom 1. člena Enotnih pravil CIM, se njen prispevek iz prvega odstavka ugotavlja tako:

a) namesto skupne dolžine železniških prog na območju te države članice se upošteva le dolžina železniških prog, vpisanih v skladu z drugim odstavkom 24. člena;

b) tisti del prispevka, ki temelji na določanju prispevne stopnje za Združene narode, se obračuna le sorazmerno, in sicer kot razmerje dolžine morskih, vodnih ali železniških prog, vpisanih v skladu s prvim in drugim odstavkom 24. člena, do skupne dolžine železniških prog na območju te države članice in vodnih prog, vpisanih v skladu s prvim odstavkom 24. člena; znesek nikakor ne sme biti nižji od 0,01 odstotka.

3. Vsaka država članica plača najmanj 0,25 odstotka in največ 15 odstotkov vseh prispevkov.

4. Upravni odbor določi, katere naloge organizacije

a) se nanašajo na vse države članice enako in katere izdatke krijejo vse države članice po načinu iz prvega odstavka;

b) se nanašajo le na del držav članic in katere izdatke krijejo te države članice na isti način.

Tretji odstavek se uporablja smiselno. Te določbe ne vplivajo na tretji odstavek 4. člena.

5. Prispevki držav članic za izdatke organizacije se plačujejo kot predplačilo v dveh obrokih najpozneje do 31. oktobra za vsako od obeh proračunskih let.

Višina predplačila se določi na podlagi dokončnih prispevkov za predhodni leti.

§ 6 When sending the management report and statement of accounts to the Member States, the Secretary General shall notify the definitive amount of the contribution for the two previous calendar years as well as the amount of the treasury advance in respect of the two calendar years to come.

§ 7 After the 31 December of the year the notification is made by the Secretary General in accordance with § 6, the amounts due for the last two calendar years shall bear interest at the rate of five per cent per annum. If, one year after that date, a Member State has not paid its contribution, its right to vote shall be suspended until it has fulfilled its obligation to pay. On expiry of a further period of two years, the General Assembly shall consider whether the attitude of that State should be regarded as a tacit denunciation of the Convention and, where necessary, shall determine the effective date thereof.

§ 8 Contributions overdue shall remain payable in the cases of denunciation pursuant to § 7 or Article 41, and in cases of suspension of the right to vote referred to in Article 40 § 4, letter b).

§ 9 Sums not recovered shall be made good out of the resources of the Organisation.

§ 10 A Member State which has denounced the Convention may become a Member State again by accession, provided that it has paid the sums which it owes.

§ 11 A charge shall be made by the Organisation to cover the special expenses arising from activities provided for in Article 21 § 3, letters j) to l). In the cases provided for in Article 21 § 3, letters j) and k), that charge shall be determined by the Administrative Committee on the basis of a proposal by the Secretary General. In the case provided for in Article 21 § 3, letter l), Article 31 § 3 shall apply.

Article 27 **Auditing of accounts**

§ 1 In the absence of a contrary decision by the General Assembly pursuant to article 14 § 2, letter k), the auditing of accounts shall be carried out by the Headquarters State, according to the rules laid down in this Article and, subject to any special directives of the Administrative Committee, in conformity with the Financial and Accounting Regulation of the Organisation (Article 15 § 5, letter e)).

§ 2 The Auditor shall audit the accounts of the Organisation, including all the trust funds and special accounts, as he considers necessary in order to ensure:

- a) that the financial statements are in conformity with the ledgers and accounts of the Organisation;
- b) that the financial transactions which the statements account for have been carried out in conformity with the rules and regulations, budgetary provisions and other directives of the Organisation;
- c) that effects and cash held at banks or in the cash box have either been audited by reference to certificates received directly from the depositaries, or actually counted;
- d) that the internal checks, including the internal audit of the accounts, are adequate;
- e) that all assets and liabilities as well as all surpluses and deficits have been posted according to procedures that he considers satisfactory.

§ 3 Only the Auditor shall be competent to accept in whole or in part certificates and supporting documents furnished by the Secretary General. If he considers it appropriate, he may undertake an examination and detailed audit of any accounting record relating either to financial transactions or to supplies and equipment.

§ 4 The Auditor shall have unrestricted access, at any time, to all ledgers, accounts, accounting documents and other information which he considers needful.

6. Ko generalni sekretar pošlje državam članicam poslovno poročilo in zaključni račun, jih seznanji z dokončno višino prispevka za pretekli koledarski leti in višino predplačila za prihodnji koledarski leti.

7. Po 31. decembru leta, v katerem generalni sekretar pošlje obvestilo iz šestega odstavka, se prispevek, ki ga država članica dolguje za pretekli koledarski leti, obrestuje s petimi odstotki letno. Če država članica ne plača svojega prispevka eno leto po tem datumu, začasno preneha njena pravica do glasovanja, dokler ne izpolni svoje plačilne obveznosti. Po poteku še enega obdobja dveh let generalna skupščina prouči, ali bi bilo treba odnos te države obravnavati kot molčečo odpoved konvencije, pri čemer po potrebi določi datum, ko začne odpoved veljati.

8. Pri odpovedi po sedmem odstavku ali 41. členu in pri začasnem prenehanju pravice do glasovanja iz točke b) četrtega odstavka 40. člena članica še vedno dolguje zapadli znesek.

9. Neplačani prispevki se krijejo iz sredstev organizacije.

10. Država članica, ki je odpovedala konvencijo, lahko s pristopom spet postane država članica, toda le, če prej plača zneske, ki jih dolguje.

11. Organizacija zaračuna povrnitev za kritje posebnih stroškov, ki so nastali zaradi dejavnosti, predvidenih v točkah od j) do l) tretjega odstavka 21. člena. V primerih, predvidenih v točkah j) in k) tretjega odstavka 21. člena, določi ta znesek upravni odbor na predlog generalnega sekretarja; glede točke l) tretjega odstavka 21. člena velja tretji odstavek 31. člena.

27. člen **Računovodska revizija**

1. Če generalna skupščina v skladu s točko k) drugega odstavka 14. člena ne odloči drugače, opravi računovodsko revizijo država glavnega sedeža v skladu s določbami tega člena in ob upoštevanju posebnih navodil upravnega odbora tudi v skladu s pravilnikom o računovodstvu in knjigovodstvu organizacije (točka e) petega odstavka 15. člena).

2. Revizor preveri račune organizacije, in če je to po njegovem mnenju potrebno, tudi vse zaupniške sklade in posebne račune, da se prepriča, da:

- a) so računovodski izkazi usklajeni s knjigami in računi organizacije;
- b) so bile finančne transakcije, na katere se poročila nanašajo, opravljene v skladu s pravili in predpisi in tudi proračunskimi določbami ter drugimi smernicami organizacije;
- c) so bili vrednostni papirji in gotovina, shranjeni v banki ali blagajni, preverjeni na podlagi dokazil, prejetih neposredno od depozitarjev, ali dejansko preštetih;
- d) so notranji pregledi, vključno z notranjo računovodsko revizijo, ustrezni;
- e) so bila vsa sredstva in obveznosti ter tudi vsi presežki in manki knjiženi po postopkih, ki so po revizorjevem mnenju zadovoljivi.

3. Revizor ima izključno pravico delno ali v celoti sprejeti potrdila in dokazila, ki jih pošlje generalni sekretar. Če je to po njegovem mnenju smiselno, lahko podrobno razišče in preveri vso računovodsko dokumentacijo v zvezi s finančnimi transakcijami, dobavami in opremo.

4. Revizor ima ob vsakem času neomejen dostop do vseh knjig, računov, knjigovodske dokumentacije in drugih podatkov, za katere meni, da jih potrebuje.

§ 5 The Auditor shall not be competent to reject such and such a heading of the accounts, but he shall immediately draw to the attention of the Secretary General any transaction of which the regularity or appropriateness appears to him to be questionable, so that the latter may take the requisite measures.

§ 6 The Auditor shall present and sign a certificate in respect of the financial statements with the following wording: "I have examined the financial statements of the Organisation for the budgetary period which ended on 31 December..... My examination consisted of a general analysis of the accounting methods and the checking of the accounting records and other evidence which I judged necessary in the circumstances." That certificate shall indicate, according to the circumstances, that:

a) the financial statements satisfactorily reflect the financial position at the date of expiry of the period in question as well as the results of the transactions carried out during the period which ended on that date;

b) the financial statements have been drawn up in accordance with the accounting principles mentioned;

c) the financial principles have been applied in accordance with procedures which accord with those adopted during the previous budgetary period;

d) the financial transactions have been carried out in conformity with the rules and regulations, budgetary provisions and other directives of the Organisation.

§ 7 In his report on the financial transactions, the Auditor shall mention:

a) the nature and extent of the audit which he has carried out;

b) factors connected with the completeness or correctness of the accounts, including as appropriate:

1. information necessary for the correct interpretation and assessment of the accounts;

2. any sum which ought to have been collected but which has not been passed to account;

3. any sum which has been the subject of a regular or conditional expenditure commitment and which has not been posted or which has not been taken into account in the financial statements;

4. expenditure in support of which no sufficient vouchers have been produced;

5. whether or not ledgers have been kept in good and due form; it is necessary to note cases where the material presentation of the financial statements diverges from accounting principles generally recognised and invariably applied;

c) other matters to which the attention of the Administrative Committee should be drawn, for example:

1. cases of fraud or presumption of fraud;

2. wastage or irregular use of funds or other assets of the Organisation (even when the accounts relating to the transaction carried out were in order);

3. expenditure which could subsequently lead to considerable costs for the Organisation;

4. any defects, general or particular, in the system of checking receipts and expenses or supplies and equipment;

5. expenditure not in conformity with the intentions of the Administrative Committee, taking account of transfers duly authorised within the draft budget;

6. overstepping of appropriations, taking account of changes resulting from transfers duly authorised within the draft budget;

7. expenditure not in conformity with the authorisations which govern it;

d) the correctness or incorrectness of the accounts relating to supplies and equipment, established from the inventory and the examination of the ledgers.

5. Revizor ni pristojen, da zavrne posamezno postavko računov, ampak takoj opozori generalnega sekretarja na vsak posel, katerega pravilnost ali ustreznost se mu zdi dvomljiva, da lahko sprejme potrebne ukrepe.

6. Revizor predloži in podpiše potrdilo o računovodskih izkazih, ki vsebuje to besedilo: "Preveril sem finančna poročila organizacije za proračunsko obdobje, ki se konča 31. decembra V pregled sta bila vključena splošna analiza knjigovodskih metod in pregled knjigovodskih dokazil in drugih dokumentov, ki jih je bilo po mojem mnenju v tem primeru treba pregledati." To potrdilo lahko glede na okoliščine tudi navaja, da:

a) računovodski izkazi zadovoljivo kažejo finančni položaj ob koncu določenega obdobja in rezultate transakcij, opravljenih v tem obdobju;

b) so bili računovodski izkazi sestavljeni v skladu z omenjenimi računovodskimi načeli;

c) so bila uporabljena finančna načela v skladu z načini, ki ustrezajo tistim, ki so veljali za predhodno proračunsko obdobje;

d) so bile finančne transakcije opravljene v skladu s pravili in predpisi ter proračunskimi določbami in drugimi smernicami organizacije.

7. Revizor v svojem poročilu o finančnih transakcijah navede:

a) vrsto in obseg preverjanja, ki ga je opravil;

b) dejavnike, povezane s popolnostjo ali pravilnostjo vodenih računov, po potrebi vključno:

1. s podatki, ki so potrebni za pravilno razlago in presojanje zaključnega računa;

2. vsemi zneski, ki bi jih bilo treba izterjati, vendar niso bili vključeni v obračun;

3. vsemi zneski, povezanimi z rednimi ali pogojnimi odhodkovnimi obveznostmi in niso bili knjiženi ali upoštevani v računovodskih izkazih;

4. odhodki, za katere niso bila predložena zadostna potrdila;

5. izjavo, ali se računovodske knjige vodijo v ustrezni obliki; opozoriti je treba na primere, pri katerih stanje v računovodskih izkazih ni izkazano skladno s splošno priznanimi in redno uporabljenimi računovodskimi načeli;

c) druga vprašanja, na katera je treba opozoriti upravni odbor, na primer na:

1. goljufije ali domnevne goljufije;

2. zapravljanje ali nepravilna uporaba skladov ali drugega premoženja organizacije (tudi če so bili računi, povezani s takimi transakcijami, vodeni pravilno);

3. odhodke, ki bi lahko pozneje povzročali organizaciji visoke stroške;

4. vsako splošno ali posebno pomanjkljivost sistema nadzora prihodkov in odhodkov ali dobav in opreme;

5. odhodke, ki niso v skladu z nameni upravnega odbora, ob upoštevanju prenosov, ki so pravilno predvideni v osnutku proračuna;

6. prekoračitve dodeljenih proračunskih sredstev ob upoštevanju sprememb, ki nastajajo zaradi prenosov, ki so pravilno predvideni v osnutku proračuna;

7. odhodke, ki niso v skladu z zanje veljavnimi pooblastili;

d) pravilnost ali nepravilnost računov v zvezi z dobavami in opremo, ugotovljenimi na podlagi inventure in pregleda knjig.

In addition, the report may mention transactions which have been posted in the course of an earlier budgetary period and about which new information has been obtained or transactions which are to be carried out in the course of a later financial period and about which it seems desirable to inform the Administrative Committee in advance.

§ 8 The Auditor must on no account include criticisms in his report without first affording the Secretary General an opportunity of giving an explanation.

§ 9 The Auditor shall inform the Administrative Committee and the Secretary General of the findings of the audit. He may, in addition, submit any comments that he considers appropriate about the financial report of the Secretary General.

§ 10 Where the Auditor has carried out a summary audit or has not obtained adequate supporting documents, he must mention the fact in his certificate and his report, specifying the reasons for his observations as well as the consequences which result therefrom for the financial position and the posted financial transactions.

Title V Arbitration

Article 28 Competence

§ 1 Disputes between Member States arising from the interpretation or application of the Convention, as well as disputes between Member States and the Organisation arising from the interpretation or application of the Protocol on Privileges and Immunities may, at the request of one of the parties, be referred to an Arbitration Tribunal. The parties shall freely determine the composition of the Arbitration Tribunal and the arbitration procedure.

§ 2 Other disputes arising from the interpretation or application of the Convention and of other conventions elaborated by the Organisation in accordance with Article 2 § 2, if not settled amicably or brought before the ordinary courts or tribunals may, by agreement between the parties concerned, be referred to an Arbitration Tribunal. Articles 29 to 32 shall apply to the composition of the Arbitration Tribunal and the arbitration procedure.

§ 3 Any State may, at the time of its application for accession to the Convention, reserve the right not to apply all or part of the provisions of §§ 1 and 2.

§ 4 A State which has made a reservation pursuant to § 3 may withdraw it at any time by informing the Depositary. This withdrawal shall take effect one month after the date on which the Depositary notifies it to the Member States.

Article 29

Agreement to refer to arbitration. Registrar

The Parties shall conclude an agreement to refer to arbitration, which shall, in particular, specify:

- a) the subject matter of the dispute;
- b) the composition of the Tribunal and the period agreed for nomination of the arbitrator or arbitrators;
- c) the place where it is agreed that the Tribunal is to sit.

The agreement to refer to arbitration must be communicated to the Secretary General who shall act as Registrar.

Article 30 Arbitrators

§ 1 A panel of arbitrators shall be established and kept up to date by the Secretary General. Each Member State may nominate two of its nationals to the panel of arbitrators.

Poleg tega lahko poročilo opozori na transakcije, ki so bile knjižene v nekem prejšnjem proračunskem obdobju in o katerih obstajajo novi podatki, ali transakcije, ki jih je treba opraviti v poznejšem proračunskem obdobju in o katerih je zaželeno vnaprej obvestiti upravni odbor.

8. Revizor v svoje poročilo nikakor ne sme vključiti kritike, ne da bi pred tem ponudil generalnemu sekretarju možnost, da pove svoje mnenje.

9. Revizor seznaní upravni odbor in generalnega sekretarja z ugotovitvami revizije. Poleg tega lahko izrazi kakršne koli pripombe, ki se mu zdijo primerne v zvezi s finančnim poročilom generalnega sekretarja.

10. Če je revizor opravil le skrajšano preverjanje ali če ni prejel zadostne dokumentacije, mora to navesti v svojem potrdilu in svojem poročilu ter podrobneje opisati razloge svojih pripomb in tudi s tem povezane posledice za finančni položaj in knjižene finančne transakcije.

V. del Arbitraža

28. člen Pristojnost

1. Spore med državami članicami zaradi razlage ali izvajanja te konvencije in protokola o privilegijih in imunitetah je mogoče na zahtevo ene stranke predložiti razsodišču. Stranke po lastni presoji določijo sestavo razsodišča in arbitražni postopek.

2. Druge spore zaradi razlage ali izvajanja te konvencije in drugih konvencij, ki jih pripravi organizacija v skladu z drugim odstavkom 2. člena, ki niso bili rešeni sporazumno ali bili predloženi rednim sodiščem, lahko stranke sporazumno predložijo razsodišču. Za sestavo razsodišča in arbitražni postopek veljajo 29. do 32. člen.

3. Država, ki vloži prošnjo za pristop h konvenciji, si lahko pridrží pravico, da bo prvi in drugi odstavek upoštevala le deloma ali pa sploh ne.

4. Država, ki je vložila pridržek po tretjem odstavku, ga lahko kadar koli umakne, tako da s tem seznaní depozitarja. Umik začne veljati en mesec po dnevu, ko depozitar o njem obvesti države članice.

29. člen

Sporazum o arbitraži, sodna pisarna

Stranke sklenejo pogodbo o arbitraži, ki določa predvsem:

- a) predmet spora,
- b) sestavo razsodišča in dogovorjene roke za imenovanje enega ali več razsodnikov,
- c) kraj, dogovorjen kot sedež razsodišča.

S sporazumom o arbitraži je treba seznaniti generalnega sekretarja, ki prevzame naloge sodne pisarne.

30. člen Razsodniki

1. Generalni sekretar sestavi seznam razsodnikov in ga sproti dopolnjuje. Vsaka država članica lahko na seznam razsodnikov vpiše dva svoja državljana.

§ 2 The Arbitration Tribunal shall be composed of one, three or five arbitrators in accordance with the agreement to refer to arbitration. The arbitrators shall be selected from persons who are on the panel referred to in § 1. Nevertheless, if the agreement to refer to arbitration provides for five arbitrators, each of the parties may select one arbitrator who is not on the panel. If the agreement to refer to arbitration provides for a sole arbitrator, he shall be selected by mutual agreement between the parties. If the agreement to refer to arbitration provides for three or five arbitrators, each party shall select one or two arbitrators as the case may be; these, by mutual agreement, shall appoint the third or fifth arbitrator, who shall be President of the Arbitration Tribunal. If the parties cannot agree on the selection of a sole arbitrator, or the selected arbitrators cannot agree on the appointment of a third or fifth arbitrator, the appointment shall be made by the Secretary General.

§ 3 The sole arbitrator, or the third or fifth arbitrator, must be of a nationality other than that of either party, unless both are of the same nationality.

§ 4 The intervention of a third party in the dispute shall not affect the composition of the Arbitration Tribunal.

Article 31

Procedure. Costs

§ 1 The Arbitration Tribunal shall decide the procedure to be followed having regard in particular to the following provisions:

a) it shall enquire into and determine cases on the basis of the evidence submitted by the parties, but will not be bound by their interpretations when it is called upon to decide a question of law;

b) it may not award more than the claimant has claimed, nor anything of a different nature, nor may it award less than the defendant has acknowledged as due;

c) the arbitration award, setting forth the reasons for the decision, shall be drawn up by the Arbitration Tribunal and notified to the parties by the Secretary General;

d) save where the mandatory provisions of the law of the place where the Arbitration Tribunal is sitting otherwise provide and subject to contrary agreement by the parties, the arbitration award shall be final.

§ 2 The fees of the arbitrators shall be determined by the Secretary General.

§ 3 The Tribunal shall determine in its award the amount of costs and expenses and shall decide how they and the fees of the arbitrators are to be apportioned between the parties.

Article 32

Limitation. Enforcement

§ 1 The commencement of arbitration proceedings shall have the same effect, as regards the interruption of periods of limitation, as that attributed by the applicable provisions of substantive law to the institution of an action in the ordinary courts or tribunals.

§ 2 The Arbitration Tribunal's award shall become enforceable in each of the Member States on completion of the formalities required in the State where enforcement is to take place. The merits of the case shall not be subject to review.

Title VI Modification of the Convention

Article 33

Competence

§ 1 The Secretary General shall immediately bring to the notice of the Member States proposals aiming to modify the Convention, which have been sent to him by the Member States or which he has prepared himself.

2. Po arbitražnem sporazumu razsodišče sestavlja en, trije ali pet razsodnikov. Razsodniki se izberejo med osebami, ki so na seznamu, iz prvega odstavka. Če arbitražni sporazum predvideva pet razsodnikov, lahko vsaka stranka izbere enega, ki ni naveden na seznamu. Če arbitražni sporazum predvideva le enega razsodnika, ga stranki izbereta sporazumno. Če arbitražni sporazum predvideva tri ali pet razsodnikov, vsaka stranka izbere enega ali dva; ti potem sporazumno imenujejo tretjega ali petega razsodnika, ki postane predsednik razsodišča. Če se stranki ne strinjata z izbiro edinega razsodnika (kadar je samo eden) ali če se izbrani razsodniki ne strinjajo z imenovanjem tretjega ali petega razsodnika, ga imenuje generalni sekretar.

3. Če stranki nimata enakega državljanstva, potem mora edini (kadar je samo eden), tretji ali peti razsodnik imeti drugačno državljanstvo kot stranki.

4. Poseganje tretje stranke v spor ne vpliva na sestavo arbitražnega sodišča.

31. člen

Postopek, stroški

1. Razsodišče določi arbitražni postopek, pri čemer upošteva zlasti te določbe:

a) na podlagi dokazov, ki jih predloži stranki, razsodišče razižče in razsodi spor, vendar pri odločanju o pravnih vprašanjih ni vezano na razlago strank;

b) razsodišče ne more prisoditi niti več niti kaj drugega, kot zahteva tožnik, niti manj, kot toženec priznava za svoj dolg;

c) razsodišče izda svojo razsodbo skupaj z ustrezno utemeljitvijo, generalni sekretar pa jo pošlje strankam;

d) če zakonodaja, ki je obvezna v kraju sedeža razsodišča, ne določa drugače in če se stranki ne dogovorita drugače, je razsodba dokončna.

2. Honorarje razsodnikov določi generalni sekretar.

3. Razsodišče v svoji razsodbi določi stroške in izdatke in tudi, v kakšnem razmerju se ti stroški in izdatki ter honorarji razsodnikov porazdelijo med stranki.

32. člen

Zastaranje, izvršljivost

1. Začetek arbitražnega postopka ima na prekinitve zastaranja enak učinek, kot ga imajo določbe veljavne materialne zakonodaje na vložitev tožbe na rednem sodišču.

2. Razsodba razsodišča je izvršljiva v vsaki državi članici, če so izpolnjene formalnosti v državi, v kateri naj bi se izvršba opravila. Vsebinsko se zadeva ne presoja ponovno.

VI. del Sprememba konvencije

33. člen

Pristojnost

1. Generalni sekretar nemudoma obvesti države članice o predlogih za spremembo konvencije, ki so mu jih poslale države članice ali pa jih je pripravil sam.

§ 2 The General Assembly shall take decisions about proposals aiming to modify the Convention in so far as §§ 4 to 6 do not provide for another competence.

§ 3 When seized of a modification proposal the General Assembly may decide, by the majority provided for under Article 14 § 6, that such proposal is closely linked with one or more provisions of the Appendices to the Convention. In that case as well as in the cases referred to in §§ 4 to 6, second sentences, the General Assembly is also empowered to take decisions about the modification of such provision or provisions of the Appendices.

§ 4 Subject to decisions taken by the General Assembly in accordance with § 3, first sentence, the Revision Committee shall take decisions about proposals aiming to modify:

a) Articles 9 and 27 §§ 2 to 10;

b) the CIV Uniform Rules except Articles 1, 2, 5, 6, 16, 26 to 39, 41 to 53 and 56 to 60;

c) the CIM Uniform Rules except Articles 1, 5, 6 §§ 1 and 2, Articles 8, 12, 13 § 2, Articles 14, 15 §§ 2 and 3, Article 19 §§ 6 and 7 and Articles 23 to 27, 30 to 33, 36 to 41 and 44 to 48;

d) the CUV Uniform Rules except Articles 1, 4, 5 and 7 to 12;

e) the CUI Uniform Rules except Articles 1, 2, 4, 8 to 15, 17 to 19, 21, 23 to 25;

f) the APTU Uniform Rules except Articles 1, 3 and 9 to 11 and the Annexes of these Uniform Rules;

g) the ATMF Uniform Rules except Articles 1, 3 and 9.

When modification proposals are submitted to the Revision Committee in accordance with letters a) to g), one-third of the States represented on the Committee may require these proposals to be submitted to the General Assembly for decision.

§ 5 The RID Expert Committee shall take decisions about proposals aiming to modify the provisions of the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID). When such proposals are submitted to the RID Expert Committee, one-third of the States represented on the Committee may require these proposals to be submitted to the General Assembly for decision.

§ 6 The Committee of Technical Experts shall decide on proposals aiming to modify the Annexes to the APTU Uniform Rules. When such proposals are submitted to the Committee of Technical Experts, one-third of the States represented on the Committee may require these proposals to be submitted to the General Assembly for decision.

Article 34

Decisions of the General Assembly

§ 1 Modifications of the Convention decided upon by the General Assembly shall be notified to the Member States by the Secretary General.

§ 2 Modifications of the Convention itself, decided upon by the General Assembly, shall enter into force for all Member States twelve months after their approval by two-thirds of the Member States with the exception of those which, before the entry into force, have made a declaration in terms that they do not approve such modifications.

§ 3 Modifications of the Appendices to the Convention, decided upon by the General Assembly, shall enter into force for all Member States twelve months after their approval by half of the Member States which have not made a declaration pursuant to Article 42 § 1, first sentence, with the exception of those which, before the entry into force, have made a declaration in terms that they do not approve such modifications and with the exception of those which have made a declaration pursuant to Article 42 § 1, first sentence.

2. O predlogih za spremembo konvencije odloča generalna skupščina, če v četrtem do šestem odstavku ni določena druga pristojnost.

3. Če se generalni skupščini predloži predlog za spremembo, lahko z večino, ki jo predvideva šesti odstavek 14. člena, odloči, da je predlog neposredno povezan z eno ali več določbami dodatkov h konvenciji. Generalna skupščina je v tem primeru in v primerih iz drugega stavka četrtega do šestega odstavka pristojna tudi za odločanje o spremembi teh določb ali določb dodatkov.

4. Če generalna skupščina sprejme odločitev v skladu s prvim stavkom tretjega odstavka, revizijski odbor odloča o predlogih za spremembo:

a) 9. člena in drugega do desetega odstavka 27. člena;

b) Enotnih pravil CIV, razen 1., 2., 5., 6. in 16. člena, 26. do 39. člena, 41. do 53. člena in 56. do 60. člena;

c) Enotnih pravil CIM, razen 1. in 5. člena, prvega in drugega odstavka 6. člena, 8. in 12. člena, drugega odstavka 13. člena, 14. člena, drugega in tretjega odstavka 15. člena, šestega in sedmega odstavka 19. člena, 23. do 27. člena, 30. do 33. člena, 36. do 41. člena in 44. do 48. člena;

d) Enotnih pravil CUV, razen 1., 4., 5. in 7. do 12. člena;

e) Enotnih pravil CUI, razen 1., 2. in 4. člena, 8. do 15. člena, 17. do 19. člena, 21. člena in 23. do 25. člena;

f) Enotnih pravil APTU, razen 1. in 3. ter 9. do 11. člena kot tudi prilog k njim;

g) Enotnih pravil ATMF, razen 1., 3. in 9. člena.

Če se revizijskemu odboru predložijo predlogi za spremembo v skladu s točkami a) do g), lahko tretjina držav, ki so zastopane v odboru, zahteva, da se ti predlogi predložijo v odločitev generalni skupščini.

5. O predlogih za spremembo Pravilnika za mednarodni železniški prevoz nevarnega blaga (RID) odloča strokovni odbor RID. Če se taki predlogi predložijo strokovnemu odboru RID, lahko tretjina držav, ki so zastopane v odboru, zahteva, da se predlogi predložijo v odločitev generalni skupščini.

6. Odbor strokovnjakov za tehnična vprašanja odloča o predlogih za spremembo prilog Enotnih pravil APTU. Če se taki predlogi predložijo odboru strokovnjakov za tehnična vprašanja, lahko tretjina držav, ki so zastopane v odboru, zahteva, da se ti predlogi predložijo v odločitev generalni skupščini.

34. člen

Sklepi generalne skupščine

1. Generalni sekretar obvesti države članice o spremembah konvencije, ki jih je sprejela generalna skupščina.

2. Dvanajst mesecev po tem, ko spremembe, ki jih je sprejela generalna skupščina, odobrita dve tretjini držav članic, začnejo veljati v vseh državah članicah, razen v tistih, ki še pred začetkom veljavnosti sprememb izjavijo, da se ne strinjajo z njimi.

3. Spremembe dodatkov konvencije, ki jih je sprejela generalna skupščina, začnejo veljati dvanajst mesecev po tem, ko jih odobri polovica držav članic, ki niso dale izjave iz prvega stavka prvega odstavka 42. člena, v vseh državah članicah, razen v tistih državah članicah, ki so že pred začetkom veljavnosti sprememb izjavile, da se ne strinjajo z njimi, in v tistih državah članicah, ki so dale izjavo iz prvega stavka prvega odstavka 42. člena.

§ 4 The Member States shall address their notifications concerning the approval of modifications of the Convention decided upon by the General Assembly as well as their declarations in terms that they do not approve such modifications, to the Secretary General. The Secretary General shall give notice of them to the other Member States.

§ 5 The period referred to in §§ 2 and 3 shall run from the day of the notification by the Secretary General that the conditions for the entry into force of the modifications are fulfilled.

§ 6 The General Assembly may specify, at the time of adoption of a modification, that it is such that any Member State which will have made a declaration pursuant to § 2 or § 3 and which will not have approved the modification within the period of eighteen months running from its entry into force will cease, on the expiration of this period, to be a Member State of the Organisation.

§ 7 When decisions of the General Assembly concern Appendices to the Convention, the application of the Appendix in question shall be suspended, in its entirety, from the entry into force of the decisions, for traffic with and between the Member States which have, in accordance with § 3, opposed the decisions within the period allowed. The Secretary General shall notify the Member States of that suspension; it shall come to an end on the expiration of a month from the day on which the Secretary General notified the other Member States of the withdrawal of opposition.

Article 35

Decisions of the Committees

§ 1 Modifications of the Convention, decided upon by the Committees, shall be notified to the Member States by the Secretary General.

§ 2 Modifications of the Convention itself, decided upon by the Revision Committee, shall enter into force for all Member States on the first day of the twelfth month following that during which the Secretary General has given notice of them to the Member States. Member States may formulate an objection during the four months from the day of the notification. In the case of objection by one-quarter of the Member States, the modification shall not enter into force. If a Member State formulates an objection against a decision of the Revision Committee within the period of four months and it denounces the Convention, the denunciation shall take effect on the date provided for the entry into force of that decision.

§ 3 Modifications of Appendices to the Convention, decided upon by the Revision Committee, shall enter into force for all Member States on the first day of the twelfth month following that during which the Secretary General has given notice of them to the Member States. Modifications decided upon by the RID Expert Committee or by the Committee of Technical Experts shall enter into force for all Member States on the first day of the sixth month following that during which the Secretary General has given notice of them to the Member States.

§ 4 Member States may formulate an objection within the period of four months from the day of the notification referred to in § 3. In the case of objection by one-quarter of the Member States, the modification shall not enter into force. In the Member States which have formulated objections against a decision within the period allowed, the application of the Appendix in question shall be suspended, in its entirety, from the moment the decisions take effect, in so far as concerns traffic with and between those Member States. However, in the case of objection to the validation of a technical standard or to the adoption of a uniform technical prescription, only that standard or prescription shall be suspended in respect of traffic with and between the Member States from the time the decisions take effect; the same shall apply in the case of a partial objection.

4. Države članice svoja obvestila o odobritvi sprememb konvencije, ki jih je sprejela generalna skupščina, in svoje izjave, da se z njimi ne strinjajo, naslovijo na generalnega sekretarja. Generalni sekretar o tem obvesti druge države članice.

5. V drugem in tretjem odstavku začne omenjeni rok teči na dan obvestila generalnega sekretarja o tem, da so izpolnjeni pogoji za začetek veljavnosti sprememb.

6. Generalna skupščina lahko ob sprejetju spremembe določi, da je tako pomembna, da državi članici, ki da izjavo v skladu z drugim ali tretjim odstavkom in spremembe ne odobri v osemnajstih mesecih po začetku njene veljavnosti, po poteku tega roka preneha članstvo v organizaciji.

7. Če se sklepi generalne skupščine nanašajo na dodatke h konvenciji, preneha z začetkom veljavnosti sklepov tak dodatek v celoti veljati za promet z in med državami članicami, ki so v skladu s tretjim odstavkom pravočasno nasprotovale tem sklepom. Generalni sekretar obvesti države članice o prenehanju veljavnosti; dodatek pa začne spet veljati en mesec po datumu, ko je generalni sekretar obvestil druge države članice o umiku ugovora.

35. člen

Sklepi odborov

1. Generalni sekretar obvesti države članice o spremembah konvencije, ki so jih sprejeli odbori.

2. Spremembe same konvencije, ki jih je sprejel revizijski odbor, začnejo v vseh državah članicah veljati prvi dan dvanajstega meseca po mesecu, v katerem je generalni sekretar z njimi seznanil države članice. Države članice lahko pošljejo ugovor v štirih mesecih od datuma obvestila. Če nasprotuje četrtina držav članic, spremembe ne začnejo veljati. Če država članica v štirih mesecih pošlje ugovor proti kakemu sklepu revizijskega odbora in odpove konvencijo, odpoved začne veljati na dan, ki je predviden za začetek veljavnosti tega sklepa.

3. Spremembe dodatkov h konvenciji, ki jih je sprejel revizijski odbor, začnejo veljati v vseh državah članicah prvi dan dvanajstega meseca po mesecu, v katerem je generalni sekretar o njih obvestil države članice. Spremembe, ki jih je sprejel strokovni odbor RID ali odbor strokovnjakov za tehnična vprašanja, začnejo veljati za vse države članice prvi dan šestega meseca po mesecu, v katerem je generalni sekretar o njih obvestil države članice.

4. Države članice lahko pošljejo ugovor v štirih mesecih po dnevu obvestila generalnega sekretarja iz tretjega odstavka. Če ugovarja četrtina držav članic, spremembe ne začnejo veljati. V državah članicah, ki so sklepom pravočasno ugovarjale, ob začetku veljavnosti sklepov v celoti preneha veljati dodatek za promet s temi državami članicami in med njimi. Kadar pa gre za ugovor potrditvi tehničnega standarda ali sprejetju enotnega tehničnega predpisa, se samo ti prenehajo uporabljati za promet z državami članicami in med njimi, ko ustrezni sklepi začnejo veljati; podobno velja za delni ugovor.

§ 5 The Secretary General shall notify the Member States of the suspensions referred to in § 4; the application shall no longer be suspended after the expiry of a period of one month from the day when the Secretary General has given notice to the other Member States of the withdrawal of such an objection.

§ 6 In the determination of the number of objections referred to in §§ 2 and 4, Member States which

a) do not have the right to vote (Article 14 § 5, Article 26 § 7 or Article 40 § 4),

b) are not members of the Committee concerned (article 16 § 1, second sentence),

c) have made a declaration in accordance with Article 9 § 1 of the APTU Uniform Rules shall not be taken into account.

Title VII Final Provisions

Article 36 Depositary

§ 1 The Secretary General shall be the Depositary of this Convention. His functions as the Depositary shall be those set forth in Part VII of the Vienna Convention on the Law of Treaties of 23 May 1969.

§ 2 When a dispute arises between a Member State and the Depositary about the performance of his functions, the Depositary or the Member State concerned must bring the question to the attention of the other Member States or, if appropriate, submit it for resolution by the Administrative Committee.

Article 37 Accession to the Convention

§ 1 Accession to the Convention shall be open to any State on the territory of which railway infrastructure is operated.

§ 2 A State wishing to accede to the Convention shall address an application to the Depositary. The Depositary shall notify it to the Member States.

§ 3 The application shall be deemed to be accepted three months after the notification referred to in § 2, unless five Member States lodge objections with the Depositary. The Depositary shall, without delay, notify the applicant State as well as the Member States accordingly. The accession shall take effect on the first day of the third month following that notification.

§ 4 In the event of opposition from at least five Member States within the period provided for in § 3, the application for accession shall be submitted to the General Assembly for decision.

§ 5 Subject to Article 42, any accession to the Convention may only relate to the Convention in its version in force at the time when the accession takes effect.

Article 38 Accession of regional economic integration organisations

§ 1 Accession to the Convention shall be open to regional economic integration organisations which have competence to adopt their own legislation binding on their Member States, in respect of the matters covered by this Convention and of which one or more Member States are members. The conditions of that accession shall be defined in an agreement concluded between the Organisation and the regional organisation.

5. Generalni sekretar obvesti države članice o prenehanjih veljavnosti iz četrtega odstavka; tak tehnični standard ali enotni tehnični predpis pa se začne spet uporabljati po poteku enega meseca od dne, ko generalni sekretar druge države članice obvesti o umiku takega ugovora.

6. Pri ugotavljanju števila ugovorov iz drugega in četrtega odstavka se ne upoštevajo države članice:

a) ki nimajo glasovalne pravice (peti odstavek 14. člena, sedmi odstavek 26. člena ali četrti odstavek 40. člena);

b) ki niso članice odbora (drugi stavek prvega odstavka 16. člena);

c) ki so dale izjavo iz prvega odstavka 9. člena Enotnih pravil APTU.

VII. del Končne določbe

36. člen Depozitar

1. Generalni sekretar je depozitar te konvencije. Njegove naloge v vlogi depozitarja so določene v VII. delu Dunajske konvencije o pogodbenem pravu z dne 23. maja 1969.

2. Če med državo članico in depozitarjem nastane spor zaradi njegovega izvajanja nalog depozitarja, mora depozitar ali država članica s spornim vprašanjem seznaniti druge države članice ali pa ga predložiti v odločanje upravnemu odboru.

37. člen Pristop h konvenciji

1. Vsaka država, na ozemlju katere obratuje železniška infrastruktura, lahko pristopi h konvenciji.

2. Država, ki želi pristopiti h konvenciji, pošlje prošnjo depozitarju. Ta o njej obvesti druge države članice.

3. Če v treh mesecih po obvestilu, omenjenem v drugem odstavku, pet držav članic pri depozitarju ne ugovarja, se šteje, da je prošnja sprejeta. Depozitar to takoj sporoči državi članici, ki je vložila prošnjo, in drugim državam članicam. Pristop začne veljati prvi dan tretjega meseca po tem obvestilu.

4. Če v roku, omenjenem v tretjem odstavku, ugovarja vsaj pet držav članic, se prošnja za pristop predloži v odločanje generalni skupščini.

5. Ob upoštevanju 42. člena se lahko pristop h konvenciji nanaša le na tisto različico konvencije, ki je veljavna v trenutku, ko pristop začne veljati.

38. člen Pristop regionalnih organizacij za gospodarsko povezovanje

1. H konvenciji lahko prosto pristopijo regionalne organizacije za gospodarsko povezovanje, ki imajo na področjih, obravnavanih v tej konvenciji, pooblastila za sprejemanje zakonodaje, ki je zavezujoča za njihove članice, in katerih članstvo vključuje vsaj eno pogodbenico te konvencije. Pogoji tega pristopa se določijo v obliki sporazuma, sklenjenega med organizacijo in regionalno organizacijo.

§ 2 The regional organisation may exercise the rights enjoyed by its members by virtue of the Convention to the extent that they cover matters for which it is competent. This applies also to the obligations imposed on the Member States pursuant to the Convention, with the exception of the financial obligations referred to in Article 26.

§ 3 For the purposes of the exercise of the right to vote and the right to object provided for in Article 35 §§ 2 and 4, the regional organisation shall enjoy the number of votes equal to those of its members which are also Member States of the Organisation. The latter may only exercise their rights, in particular their right to vote, to the extent allowed by § 2. The regional organisation shall not enjoy the right to vote in respect of Title IV.

§ 4 Article 41 shall apply mutatis mutandis to the termination of the accession.

Article 39

Associate Members

§ 1 Any State on whose territory railway infrastructure is operated may become an Associate Member of the Organisation. Article 32 §§ 2 to 5 shall apply mutatis mutandis.

§ 2 An Associate Member may participate in the work of the organs mentioned in Article 13 § 1, letters a) and c) to f) only in an advisory capacity. An Associate Member may not be designated as a member of the Administrative Committee. It shall contribute to the expenditure of the Organisation with 0.25 per cent of the contributions (Article 26 § 3).

§ 3 Article 41 shall apply mutatis mutandis to the termination of the association.

Article 40

Suspension of membership

§ 1 A Member State may request, without denouncing the Convention, a suspension of its membership of the Organisation, when international rail traffic is no longer carried out on its territory for reasons not attributable to that Member State.

§ 2 The Administrative Committee shall take a decision about a request for suspension of membership. The request must be lodged with the Secretary General at least three months before a session of the Committee.

§ 3 The suspension of membership shall enter into force on the first day of the month following the notification by the Secretary General of the decision of the Administrative Committee. The suspension of membership shall terminate with the notification by the Member State that international rail traffic on its territory is restored. The Secretary General shall, without delay, give notice of it to the other Member States.

§ 4 Suspension of membership shall have as a consequence:

- a) to free the Member State from its obligation to contribute to the financing of the expenses of the Organisation;
- b) to suspend the right to vote in the organs of the Organisation;
- c) to suspend the right to object pursuant to Article 34 §§ 2 and 3 and Article 35 §§ 2 and 4.

Article 41

Denunciation of the Convention

§ 1 The Convention may be denounced at any time.

§ 2 Any Member State which wishes to denounce the Convention shall so inform the Depositary. The denunciation shall take effect on 31 December of the following year.

2. Regionalna organizacija lahko uresničuje pravice, ki jih imajo njene članice na podlagi konvencije, če gre za zadeve, ki spadajo v pristojnost regionalne organizacije. Enako velja za obveznosti, ki jih imajo države članice po konvenciji, razen za finančne obveznosti iz 26. člena.

3. Za uresničevanje glasovalne pravice in pravice do ugovora, predvideno v drugem in četrtem odstavku 35. člena, je število glasov, ki pripadajo regionalni organizaciji, enako številu tistih njenih članic, ki so hkrati tudi članice organizacije. Te članice lahko uresničujejo svoje pravice, zlasti glasovalno pravico, samo v obsegu, ki ga dopušča drugi odstavek. Regionalna organizacija nima glasovalne pravice, ki bi se nanašala na vsebino IV. dela.

4. Glede prenehanja članstva smiselno velja 41. člen.

39. člen

Pridružene članice

1. Vsaka država, na katere ozemlju obratuje železniška infrastruktura, lahko postane pridružena članica organizacije. Pri tem smiselno veljajo drugi do peti odstavek 37. člena.

2. Pridružena članica lahko sodeluje pri delovanju organov, navedenih pod točkami a) in c) do f) prvega odstavka 13. člena samo kot svetovalka. Pridružene članice ni mogoče imenovati za članico upravnega odbora. Za kritje izdatkov organizacije prispeva 0,25 odstotka prispevkov (tretji odstavek 26. člena).

3. Za prenehanje članstva ustrezno velja 41. člen.

40. člen

Mirovanje članstva

1. Ne da bi odpovedala konvencijo, lahko država članica zahteva, da njeno članstvo v organizaciji miruje, če na njenem ozemlju ni več mednarodnega železniškega prometa iz razlogov, za katere država članica sama ni odgovorna.

2. O prošnji za mirovanje članstva odloča upravni odbor. Prošnjo je treba predložiti generalnemu sekretarju najpozneje tri mesece pred zasedanjem odbora.

3. Mirovanje članstva začne veljati prvi dan tistega meseca, ki sledi obvestilu generalnega sekretarja državam članicam o odločitvi upravnega odbora. Mirovanje članstva se konča z obvestilom države članice o ponovni vzpostavitvi mednarodnega železniškega prometa na njenem ozemlju. Generalni sekretar o tem takoj obvesti vse druge države članice.

4. Posledice mirovanja članstva:

- a) država članica je oproščena obveznosti plačevanja prispevkov za pokrivanje stroškov organizacije;
- b) država članica izgubi pravico do glasovanja v organih organizacije;
- c) država članica izgubi pravico do ugovora iz drugega in tretjega odstavka 34. člena ter drugega in četrtega odstavka 35. člena.

41. člen

Odpoved konvencije

1. Konvencijo je mogoče kadar koli odpovedati.

2. Vsaka država članica, ki želi odpovedati konvencijo, to sporoči depozitarju. Odpoved začne veljati 31. decembra naslednjega leta.

Article 42**Declarations and reservations to the Convention**

§ 1 Any Member State may declare, at any time, that it will not apply in their entirety certain Appendices to the Convention. Furthermore, reservations as well as declarations not to apply certain provisions of the Convention itself or of its Appendices shall only be allowed if such reservations and declarations are expressly provided for by the provisions themselves.

§ 2 The reservations and declarations shall be addressed to the Depositary. They shall take effect at the moment the Convention enters into force for the State concerned. Any declaration made after that entry into force shall take effect on 31 December of the year following the declaration. The Depositary shall give notice of this to the Member States.

Article 43**Dissolution of the Organisation**

§ 1 The General Assembly may decide upon a dissolution of the Organisation and the possible transfer of its attributions to another intergovernmental organisation laying down, where appropriate, with that organisation the conditions of this transfer.

§ 2 In the case of the dissolution of the Organisation, its assets shall be distributed between the Member States which have been members of the Organisation, without interruption, during the last five calendar years preceding that of the decision pursuant to § 1, this in proportion to the average percentage rate at which they have contributed to the expenses of the Organisation during these five preceding years.

Article 44**Transitional provision**

In the cases provided for in Article 34 § 7, Article 35 § 4, Article 41 § 1 and Article 42 the law in force at the time of the conclusion of contracts subject to the CIV Uniform Rules, the CIM Uniform Rules, the CUV Uniform Rules or the CUI Uniform Rules shall remain applicable to existing contracts.

Article 45**Texts of the Convention**

§ 1 The Convention shall be expressed in the English, French and German languages. In case of divergence, the French text shall prevail.

§ 2 On a proposal of one of the States concerned, the Organisation shall publish an official translation of the Convention into other languages, in so far as one of these languages is an official language on the territory of at least two Member States. These translations shall be prepared in cooperation with the competent services of the Member States concerned.

42. člen**Izjave in pridržki h konvenciji**

1. Vsaka država članica lahko kadar koli izjavi, da dodatkov h konvenciji ne bo uporabila v celoti. Sicer so pridržki in tudi izjave, da se posamezne določbe konvencije ali njeni dodatki ne bodo uporabljali, dopustni le, če je v njih dopustnost takih pridržkov in izjav izrecno predvidena.

2. Pridržki in izjave se naslovijo na depozitarja. Veljati začnejo takoj, ko začne konvencija veljati v posamezni državi. Izjave, ki so oddane po tem trenutku, začnejo veljati 31. decembra leta, ki sledi letu izjave. Depozitar o tem obvesti države članice.

43. člen**Razpustitev organizacije**

1. Generalna skupščina se lahko odloči, da razpusti organizacijo in morda njene naloge prenese na kako drugo meddržavno organizacijo ter po potrebi v dogovoru s to organizacijo tudi določi pogoje za ta prenos.

2. Če se organizacija razpusti, se njeno premoženje razdeli med države članice, ki so bile brez prekinitve članice organizacije vsaj pet koledarskih let neposredno pred odločitvijo, omenjeno v prvem odstavku, in sicer v razmerju povprečnega odstotnega deleža, ki so ga v teh preteklih petih letih prispevale za pokrivanje stroškov organizacije.

44. člen**Prehodna določba**

V primerih, navedenih v sedmem odstavku 34. člena, četrtem odstavku 35. člena, prvem odstavku 41. člena in v 42. členu, za obstoječe pogodbe v skladu z Enotnimi pravili CIV, Enotnimi pravili CIM, Enotnimi pravili CUV ali Enotnimi pravili CUI še naprej velja zakonodaja, ki je veljala ob sklenitvi pogodbe.

45. člen**Besedila konvencije**

1. Konvencija je sestavljena v angleškem, francoskem in nemškem jeziku. Pri razlikah med posameznimi jezikovnimi različicami je odločilno francosko besedilo.

2. Na predlog ene od prizadetih držav organizacija objavi uradni prevod konvencije v druge jezike, če je eden od teh jezikov uradni jezik na ozemlju vsaj dveh držav članic. Prevodi se pripravijo v sodelovanju s pristojnimi službami teh držav članic.

PROTOCOL
on the Privileges and Immunities of the
Intergovernmental Organisation for International
Carriage by Rail (OTIF)

Article 1

Immunity from jurisdiction, execution and seizure

§ 1 Within the scope of its official activities, the Organisation shall enjoy immunity from jurisdiction and execution save:

- a) to the extent that the Organisation shall have expressly waived such immunity in a particular case;
- b) in the case of a civil action brought by a third party;
- c) in the case of a counter-claim directly connected with principal proceedings commenced by the Organisation;
- d) in the case of attachment by order of a court or tribunal, of the salary, wages and other emoluments payable by the Organisation to a member of its staff.

§ 2 The property and other assets of the Organisation, wherever situated, shall be immune from any form of requisition, confiscation, sequestration and any other form of seizure or distraint, except to the extent that this is rendered necessary as a temporary measure by the prevention of accidents involving motor vehicles belonging to or operated on behalf of the Organisation and by enquiries in connection with such accidents.

Article 2

Safeguards against expropriation

If expropriation is necessary in the public interest, all the appropriate steps must be taken to avoid interference with the exercise by the Organisation of its activities and adequate prompt compensation must be paid in advance.

Article 3

Exemption from taxes

§ 1 Each Member State shall exempt the Organisation, its property and income, from direct taxes in respect of the exercise of its official activities. Where purchases or services of substantial value which are strictly necessary for the exercise of the official activities of the Organisation are made or used by the Organisation and where the price of such purchases or services includes taxes or duties, appropriate measures shall, whenever possible, be taken by the Member States to grant exemption from such taxes and duties or to reimburse the amount thereof.

§ 2 No exemption shall be granted in respect of taxes or charges which are no more than payment for services rendered.

§ 3 Goods acquired in accordance with § 1 may not be sold or given away, nor used otherwise than in accordance with the conditions laid down by the Member State which has granted the exemptions.

Article 4

Exemption from duties and taxes

§ 1 Goods imported or exported by the Organisation and strictly necessary for the exercise of its official activities, shall be exempt from all duties and taxes levied on import or export.

§ 2 No exemption shall be granted under this Article in respect of goods purchased or imported, or services provided, for the personal benefit of the members of the staff of the Organisation.

§ 3 Article 3 § 3 shall apply mutatis mutandis to goods imported in accordance with § 1.

PROTOKOL
o privilegijah in imunitetah
Medvladne organizacije za mednarodni
železniški promet (OTIF)

1. člen

Imuniteta pred sodnim postopkom, izvršbo in zasegom

1. Organizacija v okviru svoje uradne dejavnosti uživa imuniteto pred sodnim postopkom in izvršbo:

- a) če se organizacija v posameznem primeru tej imuniteti izrecno odpove;
- b) če teče civilna pravda, ki jo sproži tretja oseba;
- c) ob nasprotni tožbi, neposredno povezani z glavno tožbo, ki jo je sprožila organizacija;
- d) če so s sodnim sklepom zaseženi plača in drugi prejemki, ki jih organizacija dolguje svojemu osebju.

2. Premoženje na bančnih računih in drugo premoženje organizacije uživa, ne glede na to, kje je, imuniteto pred vsako obliko zaplembe, izterjave, prisilne uprave in drugih oblik zasega ali prisile, če je to začasno potrebno zaradi preprečitve ali preiskave nesreč, v katerih so udeležena motorna vozila, ki so last organizacije ali za organizacijo opravljajo prevoze.

2. člen

Zaščita pred razlastitvijo

Če je razlastitev potrebna, ker tako zahteva javni interes, je treba izvesti vse primerne ukrepe, da bi preprečili, da bi razlastitev škodovala izvajanju dejavnosti organizacije; vnaprej in nemudoma je treba plačati ustrezno odškodnino.

3. člen

Oprostitev davka

1. Ko gre za izvajanje uradne dejavnosti organizacije, država članica oprosti organizacijo, njeno premoženje in njene prihodke neposredne obdavčitve. Če organizacija kupi izdelke ali storitve večjih vrednosti, ki so nujno potrebni za izvajanje njene uradne dejavnosti, in če so v cene teh kupljenih izdelkov ali storitev vključeni davki ali druge dajatve, tedaj države članice, če je to mogoče, sprejmejo primerne ukrepe za oprostitev plačila teh davkov in drugih dajatev ali za njihovo povrnitev.

2. Taka oprostitev se ne odobri za davke ali druge dajatve, ki pomenijo plačilo storitev.

3. Blago, kupljeno v skladu s prvim odstavkom, je dovoljeno prodajati, oddajati ali ga uporabljati le pod pogoji, ki jih določi država članica, ki odobri te oprostitve.

4. člen

Oprostitev dajatev in carin

1. Blago, ki ga organizacija uvaža ali izvaža in ga nujno potrebuje za opravljanje svoje uradne dejavnosti, je oproščeno vseh dajatev in carin, ki se pobirajo pri uvozu ali izvozu.

2. Oprostitev iz tega člena se ne odobri za blago in storitve, ki se kupijo ali uvozijo za osebne potrebe članov osebja organizacije.

3. Za blago, uvoženo v skladu s prvim odstavkom, smiselno velja tretji odstavek 3. člena.

Article 5
Official activities

The official activities of the Organisation referred to in this Protocol are those activities which correspond to the aim defined in Article 2 of the Convention.

Article 6
Monetary transactions

The Organisation may receive and hold any kind of funds, currency, cash or securities. It may dispose of them freely for any purpose provided for by the Convention and hold accounts in any currency to the extent required to meet its obligations.

Article 7
Communications

For its official communications and the transmission of all its documents, the Organisation shall enjoy treatment no less favourable than that accorded by each Member State to other comparable international organisations.

Article 8
Privileges and immunities of representatives of Member States

Representatives of Member States shall, while exercising their functions and during journeys made on official business, enjoy the following privileges and immunities on the territory of each Member State:

- a) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; such immunity shall not apply, however, in the case of loss or damage arising from an accident caused by a motor vehicle or any other means of transport belonging to or driven by a representative of a State, nor in the case of a traffic offence involving such a means of transport;
- b) immunity from arrest and from detention pending trial, save when apprehended flagrante delicto;
- c) immunity from seizure of their personal luggage save when apprehended flagrante delicto;
- d) inviolability for all their official papers and documents;
- e) exemption for themselves and their spouses from all measures restricting entry and from all aliens' registration formalities;
- f) the same facilities regarding currency and exchange control as those accorded to representatives of foreign Governments on temporary official missions.

Article 9
Privileges and immunities of members of the staff of the Organisation

The members of the staff of the Organisation shall, while exercising their functions, enjoy the following privileges and immunities on the territory of each Member State:

- a) immunity from jurisdiction in respect of acts, including words spoken and written, done by them in the exercise of their functions and within the limits of their prerogatives; such immunity shall not apply, however, in the case of loss or damage arising from an accident caused by a motor vehicle or any other means of transport belonging to or driven by a member of the staff of the Organisation, nor in the case of a traffic offence involving such a means of transport; the members of the staff shall continue to enjoy such immunity, even after they have left the service of the Organisation;
- b) inviolability for all their official papers and documents;

5. člen
Uradne dejavnosti

Uradne dejavnosti organizacije v smislu tega protokola so dejavnosti, ki ustrezajo ciljem, določenim v 2. členu konvencije.

6. člen
Denarni promet

Organizacija lahko sprejema in ima v lasti vse vrste denarnih sredstev, valut ali vrednostnih papirjev. Z njimi lahko prosto razpolaga v vse namene, predvidene v konvenciji, in ima lahko v vsaki valuti odprte račune v obsegu, ki je potreben za izpolnjevanje njenih obveznosti.

7. člen
Pošiljanje obvestil

Organizacija ima pri pošiljanju vseh svojih uradnih obvestil in vseh svojih pisnih dokumentov pravico do vsaj tako ugodnega obravnavanja, kot je tisto, ki ga posamezne države članice odobravajo drugim primerljivim mednarodnim organizacijam.

8. člen
Privilegiji in imunitete državnih zastopnikov

Zastopniki držav članic uživajo na ozemlju vsake države članice pri opravljanju svojih nalog in med službenimi potovanji te privilegije in imunitete:

- a) imuniteto pred sodnim postopkom, tudi po dokončanju svoje naloge, in sicer za dejanja med opravljanjem svojih nalog, tudi za svoje ustne in pisne izjave; vendar ta imuniteta ne velja za škodo, nastalo pri nesreči, ki jo je povzročilo kako motorno ali drugačno vozilo, ki je last zastopnika države članice ali ga ta zastopnik vozi, ali za kršitve prometnih predpisov, ki veljajo za to vozilo;
- b) imuniteto pred prijetjem in preiskovalnim priporom, razen kadar jih ne zalotijo pri dejanju;
- c) imuniteto pred zasedom svoje osebne prtljage, razen kadar jih ne zalotijo pri dejanju;
- d) nedotakljivost vseh svojih uradnih dokumentov in listin;
- e) oprostitev vseh vstopnih omejitev in dolžnosti obvezne prijave tujcev zanje in tudi za njihove zakonce;
- f) enake olajšave za valutne in devizne predpise, kot se odobravajo zastopnikom tujih vlad pri opravljanju njihovih začasnih uradnih nalog.

9. člen
Privilegiji in imunitete članov osebja organizacije

Člani osebja organizacije uživajo pri opravljanju svojih nalog na ozemlju vsake države članice te privilegije in imunitete:

- a) imuniteto pred sodnim postopkom za dejanja med opravljanjem svojih nalog in v okviru svojih pristojnosti, tudi za svoje ustne in pisne izjave; vendar ta imuniteta ne velja za škodo, nastalo pri nesreči, ki jo je povzročilo kako motorno ali drugačno vozilo, ki je last člana osebja organizacije ali ga član osebja organizacije vozi, ali če se kršijo prometni predpisi, ki veljajo za to vozilo; člani osebja uživajo to imuniteto tudi po prenehanju svojega službovanja v organizaciji;
- b) nedotakljivost vseh svojih uradnih dokumentov in listin;

c) the same exemptions from measures restricting immigration and governing aliens' registration as are normally accorded to members of staff of international organisations; members of their families forming part of their households shall enjoy the same facilities;

d) exemption from national income tax, subject to the introduction for the benefit of the Organisation of an internal tax on salaries, wages and other emoluments paid by the Organisation; nevertheless the Member States may take these salaries, wages and emoluments into account for the purpose of assessing the amount of tax to be charged on income from other sources; Member States shall not be obliged to apply this exemption from tax to payments, retirement pensions and survivor's pensions paid by the Organisation to its former members of staff or their assigns;

e) in respect of exchange control, the same privileges as are normally accorded to staff members of international organisations;

f) in a time of international crisis, the same repatriation facilities for themselves and members of their families forming part of their households as are normally accorded to members of the staff of international organisations.

Article 10

Privileges and immunities of experts

Experts upon whose services the Organisation calls shall, while exercising their functions in relation to, or undertaking missions on behalf of, the Organisation, enjoy the following privileges and immunities to the extent that these are necessary for the exercise of their functions, including during journeys made in the exercise of their functions and in the course of such missions:

a) immunity from jurisdiction in respect of acts, including words spoken and written, done by them in the exercise of their functions; such immunity shall not apply, however, in the case of loss or damage arising from an accident caused by a motor vehicle or any other means of transport belonging to or driven by an expert, nor in the case of a traffic offence involving such a means of transport; experts shall continue to enjoy such immunity even after they have ceased to exercise their functions in relation to the Organisation;

b) inviolability for all their official papers and documents;

c) the exchange control facilities necessary for the transfer of their remuneration;

d) the same facilities, in respect of their personal luggage, as are accorded to agents of foreign Governments on temporary official missions.

Article 11

Purpose of privileges and immunities accorded

§ 1 The privileges and immunities provided for in this Protocol shall be instituted solely to ensure, in all circumstances, the unimpeded functioning of the Organisation and the complete independence of the persons to whom they are accorded. The competent authorities shall waive any immunity in all cases where retaining it might impede the course of justice and where it can be waived without prejudicing the achievement of the purpose for which it was accorded.

§ 2 The competent authorities for the purposes of § 1 shall be

a) the Member States, in respect of their representatives;

b) the Administrative Committee, in respect of the Secretary General;

c) the Secretary General, in respect of other members of the staff of the Organisation and of experts upon whose services the Organisation calls.

c) enako oprostitev vstopnih omejitev in dolžnosti obvezne prijave za tujce, kot se v splošnem odobrava članom osebja mednarodnih organizacij; družinski člani, ki živijo v njihovem gospodinjstvu, uživajo enake olajšave;

d) oprostitev plačila davka na dohodek, če so plače in drugi prejemki, ki jih plačuje organizacija, obdavčeni v korist organizacije; države članice pa imajo pravico te plače in druge prejemke upoštevati pri določanju višine davka, ki se zaračunava na dohodke iz drugih virov; državam članicam ni treba odobriti te davčne oprostitve za odškodnine in pokojnine ter rente za nepreskrbljene družinske člane, ki jih organizacija izplačuje nekdanjim članom svojega osebja ali drugim ustreznim upravičencem;

e) za devizne predpise enake privilegije, kot jih imajo običajno člani osebja mednarodnih organizacij;

f) ob mednarodni krizi enake olajšave pri vračanju v domovino, kot jih imajo običajno člani osebja mednarodnih organizacij; to velja tudi za družinske člane, ki živijo v njihovem gospodinjstvu.

10. člen

Privilegiji in imunitete izvedencev

Izvedenci, ki jih je organizacija pritegnila k sodelovanju, uživajo med svojo službeno dejavnostjo pri organizaciji ali pri opravljanju nalog za organizacijo, tudi potovanje v okviru te dejavnosti ali teh nalog, te privilegije in imunitete, če je to potrebno za opravljanje njihovih nalog:

a) imuniteto pred sodnim postopkom za dejanja med opravljanjem svojih nalog, tudi za svoje ustne in pisne izjave; vendar ta imuniteta ne velja za škodo, nastalo pri nesreči, ki jo je povzročilo kako motorno ali drugačno vozilo, ki je last izvedenca ali ga ta vozi, ali za kršitve prometnih predpisov, ki veljajo za to vozilo; izvedenci uživajo to imuniteto tudi po prenehanju svojega službovanja v organizaciji;

b) nedotakljivost vseh svojih uradnih dokumentov in listin;

c) devizne olajšave, potrebne za nakazovanje plačila;

d) enake olajšave za osebno prtljago, kot se odobrava- jo uslužbencem tujih vlad pri opravljanju njihovih začasnih uradnih nalog.

11. člen

Namen dodeljenih privilegijev in imunitet

1. Privilegiji in imunitete, predvideni v tem protokolu, se dodeljujejo z izključnim namenom zagotoviti v vseh okoliščinah neovirano izvajanje dejavnosti organizacije in popolno neodvisnost oseb, ki so jim dodeljeni. Pristojni organi imuniteto odvzamejo, če njena ohranitev ne bi bila pravična in če jo je mogoče odvzeti brez škode za dosegajo ciljev, zaradi katerih je bila dodeljena.

2. Za privilegije in imunitete iz prvega odstavka so pristojni:

a) države članice za svoje zastopnike,

b) upravni odbor za generalnega sekretarja,

c) generalni sekretar za druge uslužbence organizacije in izvedence, ki jih organizacija pritegne k sodelovanju.

Article 12
Prevention of abuse

§ 1 None of the provisions of this Protocol may call into question the right of each Member State to take every necessary precaution in the interests of its public security.

§ 2 The Organisation shall co-operate at all times with the competent authorities of the Member States in order to facilitate the proper administration of justice, to ensure the observance of the laws and prescriptions of the Member States concerned and to prevent any abuse which might arise out of the privileges and immunities provided for in this Protocol.

Article 13
Treatment of own nationals

No Member State shall be obliged to accord the privileges and immunities referred to in this Protocol under

- a) Article 8, excluding letter d),
- b) Article 9, excluding letters a), b) and d),
- c) Article 10, excluding letters a) and b),

to its own nationals or to persons who have their permanent residence in that State.

Article 14
Complementary agreements

The Organisation may conclude with one or more Member States complementary agreements to give effect to this Protocol as regards such Member State or Member States, and other agreements to ensure the proper functioning of the Organisation.

Uniform Rules
concerning the Contract of International
Carriage of Passengers by Rail
(CIV - Appendix A to the Convention)

Title I
General Provisions

Article 1
Scope

§ 1 These Uniform Rules shall apply to every contract of carriage of passengers by rail for reward or free of charge, when the place of departure and the place of destination are situated in two different Member States, irrespective of the domicile or the place of business and the nationality of the parties to the contract of carriage.

§ 2 When international carriage being the subject of a single contract includes carriage by road or inland waterway in internal traffic of a Member State as a supplement to trans-frontier carriage by rail, these Uniform Rules shall apply.

§ 3 When international carriage being the subject of a single contract of carriage includes carriage by sea or transfrontier carriage by inland waterway as a supplement to carriage by rail, these Uniform Rules shall apply if the carriage by sea or inland waterway is performed on services included in the lists of services provided for in Article 24 § 1 of the Convention.

§ 4 These Uniform Rules shall also apply, as far as the liability of the carrier in case of death of, or personal injury to, passengers is concerned, to persons accompanying a consignment whose carriage is effected in accordance with the CIM Uniform Rules.

12. člen
Preprečevanje zlorab

1. Ta protokol ne omejuje pravice države članice, da sprejme vse varnostne ukrepe, potrebne za zagotavljanje njene javne varnosti.

2. Organizacija vedno sodeluje s pristojnimi organi držav članic, da bi olajšala pravilno delovanje sodstva, zagotavljala upoštevanje zakonov in predpisov držav članic ter preprečila vsakršno zlorabo privilegijev in imunitet, predvidenih v tem protokolu.

13. člen
Obravnavanje lastnih državljanov

Državi članici ni treba lastnim državljanom ali osebam, ki imajo v njej stalno prebivališče, zagotavljati privilegijev in imunitet v skladu z:

- a) 8. členom, razen točke d),
- b) 9. členom, razen točk a), b) in d),
- c) 10. členom, razen točk a) in b).

14. člen
Dopolnilni sporazumi

Organizacija lahko s posameznimi ali več državami članicami sklene dopolnilne sporazume o izvajanju tega protokola glede te države članice oziroma teh držav članic, pa tudi druge sporazume za zagotavljanje učinkovitega delovanja organizacije.

Enotna pravila
za pogodbo o mednarodnem železniškem
prevozu potnikov
(CIV – dodatek A h konvenciji)

I. del
Splošne določbe

1. člen
Področje uporabe

1. Ta enotna pravila veljajo za vsako pogodbo o železniškem prevozu potnikov za plačilo ali brez plačila prevoznine, če sta odhodni in namembni kraj v dveh različnih državah članicah, ne glede na stalno prebivališče ali sedež in državljanstvo strank prevozne pogodbe.

2. Če mednarodni prevoz, ki ga ureja ena sama pogodba, kot dopolnitev čezmejnega železniškega prevoza vključuje tudi prevoz po cesti ali celinskih vodah v notranjem prometu države članice, ta enotna pravila veljajo zanj.

3. Če mednarodni prevoz, ki ga ureja ena sama pogodba, vključuje kot dopolnitev železniškega prevoza še prevoz po morju ali čezmejni prevoz po celinskih vodah, ta enotna pravila veljajo zanj, če omenjeni prevoz po morju ali celinskih vodah poteka na progah iz seznama prvega odstavka 24. člena konvencije.

4. Glede odgovornosti prevoznika pri smrti ali poškodbi potnikov veljajo ta enotna pravila tudi za osebe, ki spremljajo pošiljko, ki se prevaža v skladu z enotnimi pravili CIM.

§ 5 These Uniform Rules shall not apply to carriage performed between stations situated on the territory of neighbouring States, when the infrastructure of these stations is managed by one or more infrastructure managers subject to only one of those States.

§ 6 Any State which is a party to a convention concerning international through carriage of passengers by rail comparable with these Uniform Rules may, when it makes an application for accession to the Convention, declare that it will apply these Uniform Rules only to carriage performed on a part of the railway infrastructure situated on its territory. This part of the railway infrastructure must be precisely defined and connected to the railway infrastructure of a Member State. When a State has made the above-mentioned declaration, these Uniform Rules shall apply only on the condition

a) that the place of departure or of destination, as well as the route designated in the contract of carriage, is situated on the specified infrastructure or

b) that the specified infrastructure connects the infrastructure of two Member States and that it has been designated in the contract of carriage as a route for transit carriage.

§ 7 A State which has made a reservation in accordance with § 6 may withdraw it at any time by notification to the Depository. This withdrawal shall take effect one month after the day on which the Depository notifies it to the Member States. The declaration shall cease to have effect when the convention referred to in § 6, first sentence, ceases to be in force for that State.

Article 2

Declaration concerning liability in case of death of, or personal injury to, passengers

§ 1 Any State may, at any time, declare that it will not apply to passengers involved in accidents occurring on its territory the whole of the provisions concerning the liability of the carrier in case of death of, or personal injury to, passengers, when such passengers are nationals of, or have their usual place of residence in, that State.

§ 2 A State which has made a declaration in accordance with § 1 may withdraw it at any time by notification to the Depository. This withdrawal shall take effect one month after the day on which the Depository notifies it to the Member States.

Article 3

Definitions

For purposes of these Uniform Rules, the term

a) "carrier" means the contractual carrier with whom the passenger has concluded the contract of carriage pursuant to these Uniform Rules, or a successive carrier who is liable on the basis of this contract;

b) "substitute carrier" means a carrier, who has not concluded the contract of carriage with the passenger, but to whom the carrier referred to in letter a) has entrusted, in whole or in part, the performance of the carriage by rail;

c) "General Conditions of Carriage" means the conditions of the carrier in the form of general conditions or tariffs legally in force in each Member State and which have become, by the conclusion of the contract of carriage, an integral part of it;

d) "vehicle" means a motor vehicle or a trailer carried on the occasion of the carriage of passengers.

Article 4

Derogations

§ 1 The Member States may conclude agreements which provide for derogations from these Uniform Rules for carriage performed exclusively between two stations on either side of the frontier, when there is no other station between them.

5. Ta enotna pravila ne veljajo za prevoze med železniškimi postajami na ozemlju sosednjih držav, če njihovo infrastrukturo upravlja en ali več upravljavcev, ki pripadajo samo eni od teh držav.

6. Država, ki je pogodbenica neke druge s temi enotnimi pravili primerljive konvencije o mednarodnem direktnem železniškem prevozu potnikov in vloži prošnjo za pristop k tej konvenciji, lahko izjavi, da bo uporabljala ta enotna pravila le za prevoze na delu železniške infrastrukture na svojem ozemlju. Ta del železniške infrastrukture mora biti natančno opredeljen in povezan z železniško infrastrukturo države članice. Če država da tako izjavo, veljajo ta enotna pravila samo:

a) če kraj odhoda ali namembni kraj in prevozna pot, ki sta predvidena v prevozni pogodbi, pripadata opisani železniški infrastrukturi, ali

b) če opredeljena železniška infrastruktura povezuje železniški infrastrukturi dveh držav članic in jo prevozna pogodba določi za prevozna pot za tranzitni promet.

7. Država, ki je dala izjavo po šestem odstavku, jo lahko umakne, tako da o tem obvesti depozitarja. Umik začne veljati mesec po dnevu, ko depozitar o njem obvesti države članice. Izjava preneha veljati, če za to državo preneha veljati konvencija, omenjena v prvem stavku šestega odstavka.

2. člen

Izjava o odgovornosti pri smrti ali poškodbi potnikov

1. Katera koli država lahko kadar koli izjavi, da za nesreče, ki se zgodijo na njenem ozemlju, ne bo uporabljala vseh določb teh enotnih pravil o odgovornosti prevoznika pri smrti ali poškodbi potnikov, če so potniki državljani te države ali če običajno prebivajo v njej.

2. Država, ki da izjavo v skladu s prvim odstavkom, jo lahko kadar koli umakne tako, da o umiku obvesti depozitarja. Umik začne veljati en mesec po dnevu, ko depozitar o tem uradno obvesti države članice.

3. člen

Opredelitev pojmov

V teh enotnih pravilih izraz:

a) "prevoznik" pomeni pogodbenega prevoznika, s katerim je potnik sklenil prevozna pogodbo v skladu s temi enotnimi pravili, ali pa zaporednega prevoznika, ki je odgovoren na podlagi te pogodbe;

b) "nadomestni prevoznik" pomeni prevoznika, ki ni sklenil prevozne pogodbe s potnikom, vendar ga je prevoznik iz točke a) v celoti ali delno pooblastil za izvedbo železniškega prevoza;

c) "splošni prevozni pogoji" pomeni pogoje prevoznikov, ki so kot splošni pogoji poslovanja ali tarife zakonito veljavni v vsaki državi članici in s sklenitvijo prevozne pogodbe postanejo njen sestavni del;

d) "vozilo" pomeni motorno vozilo ali priklopnik, ki se prevažata skupaj s potnikom.

4. člen

Odstopanja

1. Države članice lahko sklenejo sporazume, ki določajo odstopanja od teh enotnih pravil za prevoze, ki potekajo izključno med dvema železniškima postajama na različnih straneh meje, če med njima ni nobene druge železniške postaje.

§ 2 For carriage performed between two Member States, passing through a State which is not a Member State, the States concerned may conclude agreements which derogate from these Uniform Rules.

§ 3 Subject to other provisions of public international law, two or more Member States may set between themselves conditions under which carriers are subject to the obligation to carry passengers, luggage, animals and vehicles in traffic between those States.

§ 4 Agreements referred to in §§ 1 to 3 as well as their coming into force shall be notified to the Intergovernmental Organisation for International Carriage by Rail. The Secretary General of the Organisation shall notify the Member States and interested undertakings of this.

Article 5 **Mandatory law**

Unless provided otherwise in these Uniform Rules, any stipulation which, directly or indirectly, would derogate from these Uniform Rules shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract of carriage. Nevertheless, a carrier may assume a liability greater and obligations more burdensome than those provided for in these Uniform Rules.

Title II **Conclusion and Performance of the Contract of Carriage**

Article 6 **Contract of carriage**

§ 1 By the contract of carriage the carrier shall undertake to carry the passenger as well as, where appropriate, luggage and vehicles to the place of destination and to deliver the luggage and vehicles at the place of destination.

§ 2 The contract of carriage must be confirmed by one or more tickets issued to the passenger. However, subject to Article 9 the absence, irregularity or loss of the ticket shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules.

§ 3 The ticket shall be prima facie evidence of the conclusion and the contents of the contract of carriage.

Article 7 **Ticket**

§ 1 The General Conditions of Carriage shall determine the form and content of tickets as well as the language and characters in which they are to be printed and made out.

§ 2 The following, at least, must be entered on the ticket:

- a) the carrier or carriers;
- b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;
- c) any other statement necessary to prove the conclusion and contents of the contract of carriage and enabling the passenger to assert the rights resulting from this contract.

§ 3 The passenger must ensure, on receipt of the ticket, that it has been made out in accordance with his instructions.

§ 4 The ticket shall be transferable if it has not been made out in the passenger's name and if the journey has not begun.

§ 5 The ticket may be established in the form of electronic data registration, which can be transformed into legible written symbols. The procedure used for the registration and treatment of data must be equivalent from the functional point of view, particularly so far as concerns the evidential value of the ticket represented by those data.

2. Za prevoze med državama članicama, ki potekajo skozi državo nečlanico, lahko države udeleženke sklenejo sporazume, ki odstopajo od teh enotnih pravil.

3. Ob upoštevanju drugih določb mednarodnega javnega prava lahko dve ali več držav članic druga drugi določita pogoje, pod katerimi morajo prevozniki prevažati potnike, prtljago, živali in vozila v teh državah.

4. O sporazumih iz prvega do tretjega odstavka in tudi o začetku njihove veljavnosti se obvesti Medvladna organizacija za mednarodne železniške prevoze. Generalni sekretar te organizacije o tem obvesti države članice in zainteresirana podjetja.

5. člen **Obvezna zakonodaja**

Če v teh enotnih pravilih ni izrecno določeno drugače, je vsak dogovor, ki bi se posredno ali neposredno ne ujemal z njimi, nič in neveljaven. Neveljavnost takega dogovora nima za posledico neveljavnosti drugih določb prevozne pogodbe. Ne glede na to lahko prevoznik prevzame večjo odgovornost in obveznosti, kot jih določajo ta enotna pravila.

II. del **Sklenitev in izvajanje prevozne pogodbe**

6. člen **Prevozna pogodba**

1. S prevozno pogodbo se prevoznik zaveže, da bo potnike in po potrebi tudi prtljago in vozila prepeljal do namembne postaje, kjer bo izročil prtljago in vozila.

2. Prevozna pogodba mora biti potrjena z eno ali več vozovnicami, ki se izdajo potniku. Ne glede na 9. člen pa to, da je potnik nima, da je nepravilno izdana ali da jo je izgubil, ne vpliva niti na obstoj niti na veljavnost pogodbe, za katero ostanejo veljavna ta enotna pravila.

3. Dokler se ne dokaže nasprotno, se vozovnica uporablja kot dokazilo o sklenitvi in vsebini prevozne pogodbe.

7. člen **Vozovnica**

1. Splošni prevozni pogoji določajo obliko, vsebino vozovnic, jezik in pisavo, ki ju je treba uporabiti pri tiskanju in izpolnjevanju vozovnic.

2. Na vozovnico je treba vnesti vsaj:

- a) ime prevoznika ali prevoznikov;
- b) izjavo, da tudi pri drugačnem dogovoru prevoz urejajo ta enotna pravila; v ta namen se lahko uporabi kratica CIV;

c) kakršno koli drugo izjavo, potrebno kot dokazilo o sklenitvi in vsebini prevozne pogodbe, ki omogoča potniku uveljavljati pravice iz te pogodbe.

3. Ob prevzemu vozovnice se mora potnik prepričati, ali je bila izdana v skladu z njegovimi navodili.

4. Vozovnica je prenosljiva, če se ne glasi na določeno ime in se potovanje še ni začelo.

5. Vozovnica se lahko izda tudi v obliki elektronskega podatkovnega zapisa, ki ga je mogoče spremeniti v obliko čitljivega zapisa. Postopki, ki se uporabljajo za zapisovanje in obdelavo podatkov, morajo biti funkcionalno enakovredni, zlasti glede dokazne vrednosti vozovnice.

Article 8**Payment and refund of the carriage charge**

§ 1 Subject to a contrary agreement between the passenger and the carrier, the carriage charge shall be payable in advance.

§ 2 The General Conditions of Carriage shall determine under what conditions a refund of the carriage charge shall be made.

Article 9**Right to be carried. Exclusion from carriage**

§ 1 The passenger must, from the start of his journey, be in possession of a valid ticket and produce it on the inspection of tickets. The General Conditions of Carriage may provide

a) that a passenger who does not produce a valid ticket must pay, in addition to the carriage charge, a surcharge;

b) that a passenger who refuses to pay the carriage charge or the surcharge upon demand may be required to discontinue his journey;

c) if and under what conditions a refund of the surcharge shall be made.

§ 2 The General Conditions of Carriage may provide that passengers who

a) present a danger for safety and the good functioning of the operations or for the safety of other passengers,

b) inconvenience other passengers in an intolerable manner,

shall be excluded from carriage or may be required to discontinue their journey and that such persons shall not be entitled to a refund of their carriage charge or of any charge for the carriage of registered luggage they may have paid.

Article 10**Completion of administrative formalities**

The passenger must comply with the formalities required by customs or other administrative authorities.

Article 11**Cancellation and late running of trains. Missed connections**

The carrier must, where necessary, certify on the ticket that the train has been cancelled or the connection missed.

Title III**Carriage of Hand Luggage, Animals, Registered Luggage and Vehicles****Chapter I****Common Provisions****Article 12****Acceptable articles and animals**

§ 1 The passenger may take with him articles which can be handled easily (hand luggage) and also live animals in accordance with the General Conditions of Carriage. Moreover, the passenger may take with him cumbersome articles in accordance with the special provisions, contained in the General Conditions of Carriage. Articles and animals likely to annoy or inconvenience passengers or cause damage shall not be allowed as hand luggage.

§ 2 The passenger may consign articles and animals as registered luggage in accordance with the General Conditions of Carriage.

8. člen**Plačilo in vračilo prevoznine**

1. Če se potnik in prevoznik ne dogovorita drugače, se prevoznina plača vnaprej.

2. Splošni prevozni pogoji določajo, pod katerimi pogoji se prevoznina vrne.

9. člen**Pravica do prevoza. Izključitev iz prevoza**

1. Vse od začetka potovanja mora imeti potnik pri sebi veljavno vozovnico, ki jo mora ob kontroli vozovnic tudi pokazati. Splošni prevozni pogoji lahko določajo:

a) da mora potnik, ki ne pokaže veljavne vozovnice, poleg prevoznine plačati še dodatek;

b) da je mogoče od potnika, ki odkloni takojšnje plačilo prevoznine ali dodatka, zahtevati, da prekine potovanje;

c) ali in pod katerimi pogoji se potniku vrne plačani dodatek.

2. Splošni prevozni pogoji lahko določajo, da je mogoče potnike, ki:

a) ogrožajo varnost in red med vožnjo oziroma ogrožajo varnost drugih potnikov;

b) na nedopusten način nadlegujejo druge potnike;

pred začetkom potovanja ali med samim potovanjem izključiti iz potovanja in da take osebe niso upravičene do vračila prevoznine in prevoznine za prtljago.

10. člen**Upoštevanje predpisov upravnih organov**

Potnik mora upoštevati carinske predpise in druge predpise upravnih organov.

11. člen**Odpoved in zamujanje vlaka. Zamujena zveza**

Če je bil vlak odpovedan ali če mu ni uspelo ujeti zveze za nadaljevanje potovanja, mora prevoznik to vpisati na vozovnico.

III. del**Prevoz ročne prtljage, živali, prtljage in vozil****I. poglavje****Skupne določbe****12. člen****Dovoljeni predmeti in živali**

1. V skladu s splošnimi prevoznimi pogoji lahko potnik vzame s seboj na potovanje ročno prtljago in žive živali. Poleg tega lahko potnik vzame s seboj tudi nerodne kose prtljage v skladu s posebnimi določbami splošnih prevoznih pogojev. Predmetov in živali, ki bi lahko motili ali vznemirjali druge potnike ali povzročili škodo, potnik ne sme vzeti s seboj.

2. Potnik lahko predmete in živali v skladu s splošnimi prevoznimi pogoji odda kot prtljago.

§ 3 The carrier may allow the carriage of vehicles on the occasion of the carriage of passengers in accordance with special provisions, contained in the General Conditions of Carriage.

§ 4 The carriage of dangerous goods as hand luggage, registered luggage as well as in or on vehicles which, in accordance with this Title are carried by rail, must comply with the Regulation concerning the Carriage of Dangerous Goods by Rail (RID).

Article 13 Examination

§ 1 When there is good reason to suspect a failure to observe the conditions of carriage, the carrier shall have the right to examine whether the articles (hand luggage, registered luggage, vehicles including their loading) and animals carried comply with the conditions of carriage, unless the laws and prescriptions of the State in which the examination would take place prohibit such examination. The passenger must be invited to attend the examination. If he does not appear or cannot be reached, the carrier must require the presence of two independent witnesses.

§ 2 If it is established that the conditions of carriage have not been respected, the carrier can require the passenger to pay the costs arising from the examination.

Article 14 Completion of administrative formalities

The passenger must comply with the formalities required by customs or other administrative authorities when, on being carried, he has articles (hand luggage, registered luggage, vehicles including their loading) or animals carried. He shall be present at the inspection of these articles save where otherwise provided by the laws and prescriptions of each State.

Chapter II Hand Luggage and Animals

Article 15 Supervision

It shall be the passenger's responsibility to supervise the hand luggage and animals that he takes with him.

Chapter III Registered Luggage

Article 16 Consignment of registered luggage

§ 1 The contractual obligations relating to the forwarding of registered luggage must be established by a luggage registration voucher issued to the passenger.

§ 2 Subject to Article 22 the absence, irregularity or loss of the luggage registration voucher shall not affect the existence or the validity of the agreements concerning the forwarding of the registered luggage, which shall remain subject to these Uniform Rules.

§ 3 The luggage registration voucher shall be prima facie evidence of the registration of the luggage and the conditions of its carriage.

§ 4 Subject to evidence to the contrary, it shall be presumed that when the carrier took over the registered luggage it was apparently in a good condition, and that the number and the mass of the items of luggage corresponded to the entries on the luggage registration voucher.

3. Prevoznik lahko dovoli prevoz vozil skupaj s potniki v skladu s posebnimi določbami splošnih prevoznih pogojev.

4. Prevoz nevarnega blaga kot ročne prtljage in prtljage ter v vozilih, ki se v skladu s tem delom prevažajo po železnici, ali na njih, je dovoljen samo v skladu s Pravilnikom o mednarodnem železniškem prevozu nevarnega blaga (RID).

13. člen Preverjanje

1. Če prevoznik utemeljeno domneva, da se prevozni pogoji ne upoštevajo, ima pravico pregledati, ali predmeti (ročna prtljaga, prtljaga, vozila in nanje naložen tovor) in živali, ki se prevažajo, izpolnjujejo prevozne pogoje, razen če tega preverjanja ne prepovedujejo zakoni in predpisi države, v kateri naj bi bilo opravljeno. Potnika je treba povabiti, naj bo navzoč pri preverjanju. Če potnika pri tem preverjanju ni ali ni mogoče stopiti v stik z njim, mora prevoznik poskrbeti, da sta navzoči dve neodvisni priči.

2. Če se ugotovi, da prevozni pogoji niso bili upoštevani, lahko prevoznik zahteva od potnika, da plača stroške preverjanja.

14. člen Upoštevanje predpisov upravnih organov

Potnik mora upoštevati carinske predpise in predpise drugih upravnih organov, če s seboj prevažata predmete (ročna prtljaga, prtljaga, vozila skupaj s tovorom) ali živali. Potnik mora biti navzoč pri pregledu teh predmetov, razen če zakonodaja in predpisi posamezne države ne določajo drugače.

II. poglavje Ročna prtljaga in živali

15. člen Nadzor ročne prtljage in živali

Potnik mora sam nadzorovati ročno prtljago in živali, ki jih ima s seboj.

III. poglavje Prtljaga

16. člen Oddaja prtljage

1. Pogodbene obveznosti v zvezi s prevozom prtljage je treba potrditi s prtljažnico, ki jo je treba izročiti potniku.

2. Če prtljažnice ni, je nepravilno izdana ali jo je potnik izgubil, ne glede na 22. člen to ne vpliva niti na obstoj niti veljavnost dogovorov o prevozu prtljage, za katere še vedno veljajo ta enotna pravila.

3. Dokler se ne dokaže nasprotno, se prtljažnica uporablja kot dokazilo o oddaji prtljage in pogojih njenega prevoza.

4. Dokler se ne dokaže nasprotno, se predpostavlja, da je bila prtljaga, ko jo je prevoznik prevzel, po zunanem videzu v dobrem stanju in da sta število in masa kosov prtljage ustrezala podatkom na prtljažnici.

Article 17**Luggage registration voucher**

§ 1 The General Conditions of Carriage shall determine the form and content of the luggage registration voucher as well as the language and characters in which it is to be printed and made out. Article 7 § 5 shall apply mutatis mutandis.

§ 2 The following, at least, must be entered on the luggage registration voucher:

- a) the carrier or carriers;
- b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;
- c) any other statement necessary to prove the contractual obligations relating to the forwarding of the registered luggage and enabling the passenger to assert the rights resulting from the contract of carriage.

§ 3 The passenger must ensure, on receipt of the luggage registration voucher, that it has been made out in accordance with his instructions.

Article 18**Registration and carriage**

§ 1 Save where the General Conditions of Carriage otherwise provide, luggage shall be registered only on production of a ticket valid at least as far as the destination of the luggage. In other respects the registration of luggage shall be carried out in accordance with the prescriptions in force at the place of consignment.

§ 2 When the General Conditions of Carriage provide that luggage may be accepted for carriage without production of a ticket, the provisions of these Uniform Rules determining the rights and obligations of the passenger in respect of his registered luggage shall apply mutatis mutandis to the consignor of registered luggage.

§ 3 The carrier can forward the registered luggage by another train or by another mode of transport and by a different route from that taken by the passenger.

Article 19**Payment of charges for the carriage of registered luggage**

Subject to a contrary agreement between the passenger and the carrier, the charge for the carriage of registered luggage shall be payable on registration.

Article 20**Marking of registered luggage**

The passenger must indicate on each item of registered luggage in a clearly visible place, in a sufficiently durable and legible manner:

- a) his name and address,
- b) the place of destination.

Article 21**Right to dispose of registered luggage**

§ 1 If circumstances permit and if customs requirements or the requirements of other administrative authorities are not thereby contravened, the passenger can request luggage to be handed back at the place of consignment on surrender of the luggage registration voucher and, if the General Conditions of Carriage so require, on production of the ticket.

§ 2 The General Conditions of Carriage may contain other provisions concerning the right to dispose of registered luggage, in particular modifications of the place of destination and the possible financial consequences to be borne by the passenger.

17. člen**Prtljažnica**

1. Splošni prevozniki določajo obliko in vsebino prtljažnice ter tudi jezik in pisavo, ki ju je treba uporabiti pri njenem tiskanju in izpolnjevanju. Pri tem smiselno velja peti odstavek 7. člena.

2. Na prtljažnici je treba navesti vsaj:

- a) ime prevoznika ali prevoznikov;
- b) izjavo, da tudi pri drugačnem dogovoru prevoz urejajo ta enotna pravila; v ta namen se lahko uporabi kratica CIV;
- c) kakršno koli drugo izjavo, ki se lahko uporablja kot dokazilo pogodbenih obveznosti pri prevozu prtljage in potniku omogoča uveljavljati pravice iz prevozne pogodbe.

3. Ob prevzemu prtljažnice se mora potnik prepričati, da je bila izdana v skladu z njegovimi navodili.

18. člen**Odprava in prevoz**

1. Če splošni prevozniki določajo izjemo, se prtljaga odpravi samo ob predložitvi vozovnice, veljavne vsaj do namembne postaje. Sicer se prtljaga odpravi v skladu s predpisi, veljavnimi v kraju oddaje prtljage.

2. Če splošni prevozniki dopuščajo, da se lahko prtljaga, namenjena prevozu, sprejme brez predložitve vozovnice, veljajo za prtljago določila teh enotnih pravil o pravicah in obveznostih potnikov smiselno tudi za pošiljatelja prtljage.

3. Prevoznik lahko prevaža prtljago z drugim vlakom, drugim prevoznim sredstvom ali po drugi prevozni poti, kot jo uporablja potnik.

19. člen**Plačilo prevoznine**

Če se potnik in prevoznik ne dogovorita drugače, se prevoznina za prtljago plača pri oddaji.

20. člen**Označevanje prtljage**

Potnik mora na vsak kos prtljage na vidno mesto čitljivo in dovolj trajno napisati:

- a) svoje ime in naslov,
- b) namembni kraj.

21. člen**Pravica do razpolaganja s prtljago**

1. Če okoliščine dopuščajo in to ne nasprotuje carinskim predpisom ali drugim predpisom upravnih organov, lahko potnik zahteva, da se mu ročna prtljaga vrne na kraju oddaje prtljage v zameno za vrnitev prtljažnice, in če tako zahtevajo splošni prevozniki, tudi ob predložitvi vozovnice.

2. Splošni prevozniki lahko vsebujejo tudi druge določbe o pravici do razpolaganja s prtljago, še posebej spremembo namembnega kraja in s tem povezanih stroškov, ki jih krije potnik.

Article 22
Delivery

§ 1 Registered luggage shall be delivered on surrender of the luggage registration voucher and, where appropriate, on payment of the amounts chargeable against the consignment. The carrier shall be entitled, but not obliged, to examine whether the holder of the voucher is entitled to take delivery.

§ 2 It shall be equivalent to delivery to the holder of the luggage registration voucher if, in accordance with the prescriptions in force at the place of destination:

a) the luggage has been handed over to the customs or octroi authorities at their premises or warehouses, when these are not subject to the carrier's supervision;

b) live animals have been handed over to third parties.

§ 3 The holder of the luggage registration voucher may require delivery of the luggage at the place of destination as soon as the agreed time and, where appropriate, the time necessary for the operations carried out by customs or other administrative authorities, has elapsed.

§ 4 Failing surrender of the luggage registration voucher, the carrier shall only be obliged to deliver the luggage to the person proving his right thereto; if the proof offered appears insufficient, the carrier may require security to be given.

§ 5 Luggage shall be delivered at the place of destination for which it has been registered.

§ 6 The holder of a luggage registration voucher whose luggage has not been delivered may require the day and time to be endorsed on the voucher when he requested delivery in accordance with § 3.

§ 7 The person entitled may refuse to accept the luggage if the carrier does not comply with his request to carry out an examination of the registered luggage in order to establish alleged damage.

§ 8 In all other respects delivery of luggage shall be carried out in accordance with the prescriptions in force at the place of destination.

Chapter IV
Vehicles**Article 23****Conditions of carriage**

The special provisions governing the carriage of vehicles, contained in the General Conditions of Carriage, shall specify in particular the conditions governing acceptance for carriage, registration, loading and carriage, unloading and delivery as well as the obligations of the passenger.

Article 24
Carriage voucher

§ 1 The contractual obligations relating to the carriage of vehicles must be established by a carriage voucher issued to the passenger. The carriage voucher may be integrated into the passenger's ticket.

§ 2 The special provisions governing the carriage of vehicles, contained in the General Conditions of Carriage, shall determine the form and content of the carriage voucher as well as the language and the characters in which it is to be printed and made out. Article 7 § 5 shall apply *mutatis mutandis*.

§ 3 The following, at least, must be entered on the carriage voucher:

a) the carrier or carriers;

b) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules; this may be indicated by the acronym CIV;

c) any other statement necessary to prove the contractual obligations relating to the carriage of vehicles and enabling the passenger to assert the rights resulting from the contract of carriage.

22. člen
Izročitev

1. Prtljaga se izroči v zameno za vrnjeno prtljažnico in plačilo morebitnih stroškov, povezanih s pošiljko. Prevoznik ima pravico, ne pa tudi dolžnost, da preveri, ali je imetnik prtljažnice upravičen do prejema prtljage.

2. Enakovredno izročitvi prtljage imetniku prtljažnice je, če se v skladu s predpisi, veljavnimi v namembnem kraju:

a) preda prtljaga carinski ali davčni upravi v njenih skladiščnih ali delovnih prostorih, če ti prostori niso pod nadzorom prevoznika;

b) predajo žive živali kaki tretji osebi in varstvo.

3. Imetnik prtljažnice lahko v namembnem kraju zahteva izročitev prtljage, ko potečeta dogovorjeni čas in čas, ki je morda potreben za izvedbo nalog carine ali drugih upravnih organov.

4. Če se prtljažnica ne vrne, mora prevoznik izročiti prtljago samo osebi, ki dokaže, da je upravičena do nje; če je predloženi dokaz nezadosten, lahko prevoznik zahteva plačilo ustreznega jamstva.

5. Prtljaga se izroči v namembnem kraju, v katerega je bila poslana.

6. Imetnik prtljažnice, ki mu prtljaga ni bila izročena, lahko zahteva, da se na prtljažnico vpišeta datum in ura, ko je zahteval izročitev prtljage v skladu s tretjim odstavkom.

7. Oseba, ki je upravičena do prtljage, lahko zavrne prevzem prtljage, če prevoznik ne izpolni zahteve, naj v njeni prisotnosti pregleda prtljago, da bi ugotovil škodo, ki jo poskuša oseba, upravičena do prtljage, dokazati.

8. Izročitev prtljage sicer poteka v skladu s predpisi, ki veljajo v namembnem kraju.

IV. poglavje
Vozila**23. člen****Prevozni pogoji**

Posebne določbe o prevozu vozil, vsebovane v splošnih prevoznih pogojih, določajo zlasti pogoje za sprejem za prevoz, odpravo, nakladanje in prevoz, razkladanje in izročitev ter obveznosti potnika.

24. člen
Prevoznica

1. Pogodbene obveznosti pri prevozu vozil morajo biti potrjene s prevoznico, ki se izroči potniku. Ta prevoznica je lahko sestavni del potnikove vozovnice.

2. Posebne določbe o prevozu vozil, vsebovane v splošnih prevoznih pogojih, določajo obliko in vsebino prevoznice ter tudi jezik in pisavo, ki naj se uporabljata pri tiskanju in izpolnjevanju. Pri tem smiselno velja peti odstavek 7. člena.

3. V prevoznico je treba vnesti vsaj:

a) ime prevoznika ali prevoznikov;

b) izjavo, da tudi pri drugačnem dogovoru prevoz urejajo ta enotna pravila; v ta namen se lahko uporabi kratica CIV;

c) kakršno koli drugo izjavo, potrebno kot dokazilo pogodbenih obveznosti pri prevozu vozil, ki omogoča potniku uveljavljati pravice iz prevozne pogodbe.

§ 4 The passenger must ensure, on receipt of the carriage voucher, that it has been made out in accordance with his instructions.

Article 25
Applicable law

Subject to the provisions of this Chapter, the provisions of Chapter III relating to the carriage of luggage shall apply to vehicles.

Title IV
Liability of the Carrier

Chapter I
Liability in case of Death of, or Personal Injury to, Passengers

Article 26
Basis of liability

§ 1 The carrier shall be liable for the loss or damage resulting from the death of, personal injuries to, or any other physical 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 whatever the railway infrastructure used.

§ 2 The carrier shall be relieved of this liability

a) if the accident has been caused by circumstances not connected with the operation of the railway and which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;

b) to the extent that the accident is due to the fault of the passenger;

c) if the accident is due to the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; another undertaking using the same railway infrastructure shall not be considered as a third party; the right of recourse shall not be affected.

§ 3 If the accident is due to the behaviour of a third party and if, in spite of that, the carrier is not entirely relieved of his liability in accordance with § 2, letter c), he shall be liable in full up to the limits laid down in these Uniform Rules but without prejudice to any right of recourse which the carrier may have against the third party.

§ 4 These Uniform Rules shall not affect any liability which may be incurred by the carrier in cases not provided for in § 1.

§ 5 If carriage governed by a single contract of carriage is performed by successive carriers, the carrier bound pursuant to the contract of carriage to provide the service of carriage in the course of which the accident happened shall be liable in case of death of, and personal injuries to, passengers. When this service has not been provided by the carrier, but by a substitute carrier, the two carriers shall be jointly and severally liable in accordance with these Uniform Rules.

Article 27
Damages in case of death

§ 1 In case of death of the passenger the damages shall comprise:

a) any necessary costs following the death, in particular those of transport of the body and the funeral expenses;

b) if death does not occur at once, the damages provided for in Article 28.

4. Ob prevzemu prevoznice se mora potnik prepričati, da je bila izdana v skladu z njegovimi navodili.

25. člen

Druge veljavne določbe

Ob upoštevanju določb tega poglavja za vozila veljajo določbe III. poglavja o prevozu prtljage.

IV. del
Odgovornost prevoznika

I. poglavje
Odgovornost za smrt ali poškodbo potnikov

26. člen

Podlaga za odgovornost

1. Prevoznik je odgovoren za škodo, nastalo zaradi smrti, telesne poškodbe ali druge telesne ali duševne okvare zdravja potnika, ki jo je povzročila nesreča v železniškem prometu med potnikovim zadrževanjem v železniških vagonih ali pri vstopanju vanje ali izstopanju iz njih, ne glede na to, katera železniška infrastruktura se pri tem uporablja.

2. Prevoznik je te odgovornosti oproščen:

a) če so nesrečo povzročile okoliščine, ki niso povezane z železniškim prometom, in se jim prevoznik kljub varnostnim ukrepom, ki jih zahtevajo posebne okoliščine tega primera, ni mogel izogniti, njihovih posledic pa ne preprečiti;

b) če je za nesrečo kriv potnik sam;

c) če se je nesreča zgodila zaradi ravnanja tretje osebe, ki se mu prevoznik kljub okoliščinam, ustreznim varnostnim ukrepom ni mogel izogniti, njegovih posledic pa ni mogel preprečiti; kot tretjo osebo ne štejemo kakega drugega podjetja, ki uporablja isto železniško infrastrukturo; ta določba ne vpliva na pravico do povrnitve stroškov.

3. Če se je nesreča zgodila zaradi ravnanja tretje osebe, prevoznik pa v skladu s točko c) drugega odstavka kljub temu ni popolnoma oproščen svoje odgovornosti, je polno odgovoren v okviru omejitev, določenih s temi enotnimi pravili, kar pa ne vpliva na njegovo pravico do povrnitve stroškov v odnosu do tretje osebe.

4. Ta enotna pravila ne vplivajo na morebitno odgovornost prevoznika v primerih, ki niso predvideni v prvem odstavku.

5. Če prevoz, ki ga ureja ena sama prevozna pogodba, drug za drugim opravlja več prevoznikov, je pri smrti ali poškodbi potnikov odgovoren tisti prevoznik, ki ga prevozna pogodba določa za izvedbo tiste prevozne storitve, pri kateri se je zgodila nesreča. Če te prevozne storitve ni opravljal sam prevoznik, ampak drug nadomestni prevoznik, sta oba solidarno odgovorna v skladu s temi enotnimi pravili.

27. člen

Odškodnina pri smrti

1. Pri smrti potnika odškodnina vključuje:

a) vse nujne stroške, ki nastanejo zaradi smrti, še posebej stroške prevoza posmrtnih ostankov in stroške pogreba;

b) če smrt ne nastopi takoj, tudi odškodnino, določeno v 28. členu.

§ 2 If, through the death of the passenger, persons whom he had, or would have had, a legal duty to maintain are deprived of their support, such persons shall also be compensated for that loss. Rights of action for damages of persons whom the passenger was maintaining without being legally bound to do so, shall be governed by national law.

Article 28

Damages in case of personal injury

In case of personal injury or any other physical or mental harm to the passenger the damages shall comprise:

- a) any necessary costs, in particular those of treatment and of transport;
- b) compensation for financial loss, due to total or partial incapacity to work, or to increased needs.

Article 29

Compensation for other bodily harm

National law shall determine whether and to what extent the carrier must pay damages for bodily harm other than that for which there is provision in Articles 27 and 28.

Article 30

Form and amount of damages in case of death and personal injury

§ 1 The damages under Article 27 § 2 and Article 28, letter b) must be awarded in the form of a lump sum. However, if national law permits payment of an annuity, the damages shall be awarded in that form if so requested by the injured passenger or by the persons entitled referred to in Article 27 § 2.

§ 2 The amount of damages to be awarded pursuant to § 1 shall be determined in accordance with national law. However, for the purposes of these Uniform Rules, the upper limit per passenger shall be set at 175,000 units of account as a lump sum or as an annual annuity corresponding to that sum, where national law provides for an upper limit of less than that amount.

Article 31

Other modes of transport

§ 1 Subject to § 2, the provisions relating to the liability of the carrier in case of death of, or personal injury to, passengers shall not apply to loss or damage arising in the course of carriage which, in accordance with the contract of carriage, was not carriage by rail.

§ 2 However, where railway vehicles are carried by ferry, the provisions relating to liability in case of death of, or personal injury to, passengers shall apply to loss or damage referred to in Article 26 § 1 and Article 33 § 1, caused by an accident arising out of the operation of the railway and happening while the passenger is in, entering or alighting from the said vehicles.

§ 3 When, because of exceptional circumstances, the operation of the railway is temporarily suspended and the passengers are carried by another mode of transport, the carrier shall be liable pursuant to these Uniform Rules.

Chapter II

Liability in case of Failure to Keep to the Timetable

Article 32

Liability in case of cancellation, late running of trains or missed connections

§ 1 The carrier shall be liable to the passenger for loss or damage resulting from the fact that, by reason of cancellation, the late running of a train or a missed connection, his journey cannot be continued the same day, or that a continuation of the journey the same day could not reasonably be

2. Če so zaradi smrti potnika osebe, ki jih je po zakonu imel dolžnost vzdrževati ali pa bi jih v prihodnosti moral začeti vzdrževati, izgubile skrbnika, je treba tudi za to izgubo plačati odškodnino. Pravico do odškodnine za osebe, ki jih je potnik vzdrževal, ne da bi bila to njegova zakonska dolžnost, določa notranja zakonodaja.

28. člen

Odškodnina pri telesni poškodbi

Pri telesni poškodbi ali drugi telesni ali duševni okvari zdravja potnika odškodnina vključuje:

- a) vse nujne stroške, še posebej stroške zdravljenja in nege ter prevoza;
- b) nadomestilo za popolno ali delno nesposobnost za delo ali zaradi povečanja potreb.

29. člen

Odškodnina za drugo osebno škodo

Ali in v kolikšnem obsegu mora prevoznik plačati odškodnino tudi za tisto osebno škodo, ki ni navedena v 27. in 28. členu, določa notranja zakonodaja.

30. člen

Oblika in znesek odškodnine pri smrti ali poškodbi

1. Odškodnina iz drugega odstavka 27. člena in iz točke b) 28. člena se dodeli v enkratnem znesku. Če notranja zakonodaja dopušča dodelitev rente, se odškodnina plačuje kot renta, če to zahteva poškodovani potnik ali upravičenci iz drugega odstavka 27. člena.

2. Višina odškodnine, ki se dodeli po prvem odstavku, se določa v skladu z notranjo zakonodajo. Pri izvajanju teh enotnih pravil za vsakega potnika velja zgornja meja, ki znaša 175 000 obračunskih enot kot enkratni znesek ali temu znesku ustrezna letna renta, če notranja zakonodaja določa zgornjo mejo, ki je nižja od te.

31. člen

Drugi načini prevoza

1. Ob upoštevanju drugega odstavka se določbe o odgovornosti prevoznika pri smrti in poškodbi potnikov ne nanašajo na škodo, ki nastane med prevozom, ki v skladu s prevozno pogodbo ne poteka po železnici.

2. Toda če se železniški vagoni prevažajo na trajektu, je treba določbe o odgovornosti pri smrti in poškodbi potnikov uporabljati za škodo, omenjeno v prvem odstavku 26. člena in prvem odstavku 33. člena, ki jo ima potnik pri nesreči v železniškem prometu med svojim zadrževanjem v teh vagonih, vstopanjem vanje ali izstopanjem iz njih.

3. Kadar se zaradi izjemnih okoliščin železniški promet začasno prekine in se potniki prevažajo z drugim prevoznim sredstvom, je prevoznik odgovoren v skladu s temi enotnimi pravili.

II. poglavje

Odgovornost pri kršenju voznega reda

32. člen

Odgovornost pri odpovedi, zamudi vlakov in zamujenih zvezah

1. Prevoznik je potniku odgovoren za škodo, ki nastane, če zaradi odpovedi vlaka, njegove zamude ali zamujene zveze ne more nadaljevati vožnje istega dne oziroma zaradi nastalih okoliščin nadaljevanja vožnje istega dne od njega ni mogoče pričakovati. Odškodnina pokriva razumno visoke

required because of given circumstances. The damages shall comprise the reasonable costs of accommodation as well as the reasonable costs occasioned by having to notify persons expecting the passenger.

§ 2 The carrier shall be relieved of this liability, when the cancellation, late running or missed connection is attributable to one of the following causes:

a) circumstances not connected with the operation of the railway which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent,

b) fault on the part of the passenger or

c) the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; another undertaking using the same railway infrastructure shall not be considered as a third party; the right of recourse shall not be affected.

§ 3 National law shall determine whether and to what extent the carrier must pay damages for harm other than that provided for in § 1. This provision shall be without prejudice to Article 44.

Chapter III Liability in respect of Hand Luggage, Animals, Registered Luggage and Vehicles

Section 1 Hand luggage and animals

Article 33 Liability

§ 1 In case of death of, or personal injury to, passengers the carrier shall also be liable for the loss or damage resulting from the total or partial loss of, or damage to, articles which the passenger had on him or with him as hand luggage; this shall apply also to animals which the passenger had brought with him. Article 26 shall apply mutatis mutandis.

§ 2 In other respects, the carrier shall not be liable for the total or partial loss of, or damage to, articles, hand luggage or animals the supervision of which is the responsibility of the passenger in accordance with Article 15, unless this loss or damage is caused by the fault of the carrier. The other Articles of Title IV, with exception of Article 51, and Title VI shall not apply in this case.

Article 34

Limit of damages in case of loss of or damage to articles

When the carrier is liable under Article 33 § 1, he must pay compensation up to a limit of 1,400 units of account per passenger.

Article 35

Exclusion of liability

The carrier shall not be liable to the passenger for loss or damage arising from the fact that the passenger does not conform to the formalities required by customs or other administrative authorities.

Section 2 Registered luggage

Article 36 Basis of liability

§ 1 The carrier shall be liable for loss or damage resulting from the total or partial loss of, or damage to, registered luggage between the time of taking over by the carrier and the time of delivery as well as from delay in delivery.

stroške, ki jih ima potnik s prenočitvijo in obvestitvijo oseb, ki ga čakajo.

2. Prevoznik je oproščen te odgovornosti, kadar je mogoče odpoved, zamudo vlaka ali zamujeno zvezo pripisati enemu od teh razlogov:

a) okoliščinam, ki niso povezane z železniškim prometom in se jim prevoznik kljub ustreznim varnostnim ukrepom ni mogel izogniti, njihovih posledic pa ne preprečiti;

b) krivdi potnika;

c) ravnanju tretje osebe, ki se mu prevoznik kljub ustreznim varnostnim ukrepom ni mogel izogniti in posledic katerega ni mogel preprečiti; pri tem drugega podjetja, ki uporablja isto železniško infrastrukturo, ne štejemo za tretjo osebo; ta določba ne vpliva na pravico do povrnitve stroškov.

3. Notranje pravo določa, ali in v kateri višini mora prevoznik plačati odškodnino za tiste vrste škode, ki niso določene v prvem odstavku. Ta določba ne vpliva na veljavnost 44. člena.

III. poglavje Odgovornost za ročno prtljago, živali, prtljago in vozila

1. oddelek Ročna prtljaga in živali

33. člen Odgovornost

1. Pri smrti ali poškodbi potnika je prevoznik odgovoren tudi za škodo, ki je posledica popolne ali delne izgube ali poškodovanja predmetov, ki jih potnik nosi na sebi ali kot ročno prtljago s seboj; to velja tudi za živali, ki jih ima potnik s seboj. Pri tem smiselno velja 26. člen.

2. Sicer pa je za škodo, nastalo zaradi popolne ali delne izgube ali poškodovanja predmetov, ročne prtljage ali živali, katerih nadzor je v skladu s 15. členom naloga samega potnika, prevoznik odgovoren samo, če ta škoda nastane po prevoznikovi krivdi. V tem primeru ne veljajo drugi členi IV. dela, razen 51. člena, in VI. dela.

34. člen

Omejitev odškodnine pri izgubi ali poškodovanju predmetov

Če je prevoznik odgovoren po prvem odstavku 33. člena, mora plačati odškodnino v znesku največ 1400 obračunskih enot za vsakega potnika.

35. člen

Izključitev odgovornosti

Prevoznik ni odgovoren za škodo, ki nastane zato, ker potnik ne izpolnjuje svojih obveznosti v skladu s carinskimi predpisi ali predpisi drugih upravnih organov.

2. oddelek Prtljaga

36. člen

Podlaga za odgovornost

1. Prevoznik je odgovoren za škodo, ki nastane zaradi popolne ali delne izgube ali poškodovanja prtljage od trenutka, ko jo prevoznik prevzame, in do trenutka, ko jo izroči, kot tudi zaradi prepozne izročitve.

§ 2 The carrier shall be relieved of this liability to the extent that the loss, damage or delay in delivery was caused by a fault of the passenger, by an order given by the passenger other than as a result of the fault of the carrier, by an inherent defect in the registered luggage or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.

§ 3 The carrier shall be relieved of this liability to the extent that the loss or damage arises from the special risks inherent in one or more of the following circumstances:

- a) the absence or inadequacy of packing,
- b) the special nature of the luggage,
- c) the consignment as luggage of articles not acceptable for carriage.

Article 37

Burden of proof

§ 1 The burden of proving that the loss, damage or delay in delivery was due to one of the causes specified in Article 36 § 2 shall lie on the carrier.

§ 2 When the carrier 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 36 § 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 in part to one of those risks.

Article 38

Successive carriers

If carriage governed by a single contract is performed by several successive carriers, each carrier, by the very act of taking over the luggage with the luggage registration voucher or the vehicle with the carriage voucher, shall become a party to the contract of carriage in respect of the forwarding of luggage or the carriage of vehicles, in accordance with the terms of the luggage registration voucher or of the carriage voucher and shall assume the obligations arising therefrom. In such a case each carrier shall be responsible for the carriage over the entire route up to delivery.

Article 39

Substitute carrier

§ 1 Where the carrier has entrusted the performance of the carriage, in whole or in part, to a substitute carrier, whether or not in pursuance of a right under the contract of carriage to do so, the carrier shall nevertheless remain liable in respect of the entire carriage.

§ 2 All the provisions of these Uniform Rules governing the liability of the carrier shall apply also to the liability of the substitute carrier for the carriage performed by him. Articles 48 and 52 shall apply if an action is brought against the servants or any other persons whose services the substitute carrier makes use of for the performance of the carriage.

§ 3 Any special agreement under which the carrier assumes obligations not imposed by these Uniform Rules or waives rights conferred by these Uniform Rules shall be of no effect in respect of the substitute carrier who has not accepted it expressly and in writing. Whether or not the substitute carrier has accepted it, the carrier shall nevertheless remain bound by the obligations or waivers resulting from such special agreement.

§ 4 Where and to the extent that both the carrier and the substitute carrier are liable, their liability shall be joint and several.

§ 5 The aggregate amount of compensation payable by the carrier, the substitute carrier and their servants and other persons whose services they make use of for the performance of the carriage shall not exceed the limits provided for in these Uniform Rules.

2. Prevoznik je te odgovornosti oproščen, če je izguba, poškodba ali zamuda pri izročitvi nastala po krivdi potnika ali potnikovem naročilu, za katero pa prevoznik ni kriv, ali zaradi posebnih pomanjkljivosti same prtljage ali zaradi okoliščin, ki se jim prevoznik ni mogel izogniti, njihovih posledic pa ne preprečiti.

3. Prevoznik je te odgovornosti oproščen, če je izguba ali poškodba nastala zaradi posebnih tveganj, povezanih z enim ali več naštetih dejstev:

- a) odsotnost ali neustreznost embalaže;
- b) posebne lastnosti prtljage;
- c) kot prtljaga so bili oddani predmeti, ki se ne smejo prevažati.

37. člen

Dokazno breme

1. Prevoznik je tisti, ki mora dokazati, da je izguba, poškodba ali prepozna izročitev posledica enega od dejstev, navedenih v drugem odstavku 36. člena.

2. Če prevoznik ugotovi, da bi lahko glede na konkretne okoliščine izguba ali poškodba nastala zaradi posebnih tveganj iz tretjega odstavka 36. člena, se domneva, da je škoda nastala prav zaradi njih. Upravičenec pa ima pravico dokazati, da škoda ni v celoti ali delno nastala zaradi enega od teh tveganj.

38. člen

Zaporedni prevozniki

Če prevoz, ki ga ureja ena sama pogodba, opravlja več zaporednih prevoznikov, potem vsak od teh prevoznikov s tem, da prevzame prtljago s prtljažnico ali vozilo s prevoznico, glede prevoza prtljage ali vozil postane pogodbeni stranka prevozne pogodbe v skladu z določili prtljažnice ali prevoznice in prevzame obveznosti, ki iz tega izhajajo. V tem primeru je vsak prevoznik odgovoren za izvedbo prevoza na celotni poti do izročitve.

39. člen

Nadomestni prevoznik

1. Če prevoznik v celoti ali delno zaupa izvedbo prevoza nadomestnemu prevozniku, ne glede na to, ali ima na podlagi prevozne pogodbe do tega pravico ali ne, ostane prevoznik kljub temu odgovoren za celoten prevoz.

2. Vse določbe teh enotnih pravil, ki urejajo odgovornost prevoznika, veljajo tudi za odgovornost nadomestnega prevoznika za prevoz, ki ga ta opravi. 48. in 52. člen se uporabljata, če je vložena tožba proti uslužbencem in drugim osebam, katerih storitve uporablja nadomestni prevoznik za opravljanje prevoza.

3. Kateri koli poseben dogovor, s katerim prevoznik prevzema obveznosti, ki mu jih ne nalagajo ta enotna pravila, ali se odpove pravicam, ki jih ima po njih, se nanaša na nadomestnega prevoznika samo, če na to izrecno pristane v pisni obliki. Ne glede na to, ali nadomestni prevoznik tako strinjanje izrazi ali ne, za prevoznika še naprej veljajo iz takega posebnega dogovora izhajajoče obveznosti ali odpovedi pravicam.

4. Če sta prevoznik in njegov nadomestni prevoznik odgovorna in v obsegu, v katerem sta odgovorna, sta odgovorna solidarno.

5. Skupen znesek odškodnine, ki jo morajo plačati prevoznik, nadomestni prevoznik in njuni uslužbenci ter druge osebe, katerih storitve uporablja za opravljanje prevoza, ne presega najvišjih dopustnih zneskov, določenih v teh enotnih pravilih.

§ 6 This Article shall not prejudice rights of recourse which may exist between the carrier and the substitute carrier.

Article 40
Presumption of loss

§ 1 The person entitled may, without being required to furnish further proof, consider an item of luggage as lost when it has not been delivered or placed at his disposal within fourteen days after a request for delivery has been made in accordance with Article 22 § 3.

§ 2 If an item of luggage deemed to have been lost is recovered within one year after the request for delivery, the carrier must notify the person entitled if his address is known or can be ascertained.

§ 3 Within thirty days after receipt of a notification referred to in § 2, the person entitled may require the item of luggage to be delivered to him. In that case he must pay the charges in respect of carriage of the item from the place of consignment to the place where delivery is effected and refund the compensation received less, where appropriate, any costs included therein. Nevertheless he shall retain his rights to claim compensation for delay in delivery provided for in Article 43.

§ 4 If the item of luggage recovered has not been claimed within the period stated in § 3 or if it is recovered more than one year after the request for delivery, the carrier shall dispose of it in accordance with the laws and prescriptions in force at the place where the item of luggage is situated.

Article 41
Compensation for loss

§ 1 In case of total or partial loss of registered luggage, the carrier must pay, to the exclusion of all other damages:

a) if the amount of the loss or damage suffered is proved, compensation equal to that amount but not exceeding 80 units of account per kilogram of gross mass short or 1200 units of account per item of luggage;

b) if the amount of the loss or damage suffered is not established, liquidated damages of 20 units of account per kilogram of gross mass short or 300 units of account per item of luggage.

The method of compensation, by kilogram missing or by item of luggage, shall be determined by the General Conditions of Carriage.

§ 2 The carrier must in addition refund the charge for the carriage of luggage and the other sums paid in relation to the carriage of the lost item as well as the customs duties and excise duties already paid.

Article 42
Compensation for damage

§ 1 In case of damage to registered luggage, the carrier must pay compensation equivalent to the loss in value of the luggage, to the exclusion of all other damages.

§ 2 The compensation shall not exceed:

a) if all the luggage has lost value through damage, the amount which would have been payable in case of total loss;

b) if only part of the luggage has lost value through damage, the amount which would have been payable had that part been lost.

Article 43
Compensation for delay in delivery

§ 1 In case of delay in delivery of registered luggage, the carrier must pay in respect of each whole period of twenty-four hours after delivery has been requested, but subject to a maximum of fourteen days:

6. Ta člen ne vpliva na pravice do povrnitve stroškov med prevoznikom in nadomestnim prevoznikom.

40. člen
Domneva o izgubi

1. Upravičenec lahko sklepa, da je določen kos prtljage izgubljen, ne da bi mu bilo treba to še dodatno dokazovati, če mu ni bil izročen ali dan na razpolago v 14 dneh po tem, ko je bila zahtevana njegova izročitev v skladu s tretjim odstavkom 22. člena.

2. Če se kos prtljage, ki je že veljal za izgubljenega, najde v enem letu po vložitvi zahteve za izročitev, mora prevoznik o tem obvestiti upravičenca, če pozna njegov naslov ali ga lahko ugotovi.

3. V 30 dneh po prejemu obvestila, omenjenega v drugem odstavku, lahko upravičenec zahteva, da mu izročijo ta kos prtljage. V tem primeru mora sam plačati stroške prevoza zanj od kraja oddaje do kraja izročitve in vrniti odškodnino, ki jo je prejel, morda z odbitkom zneska stroškov, vsebovanega v odškodnini. Vseeno pa obdrži pravico do odškodnine za zamudo pri izročitvi prtljage, ki jo določa 43. člen.

4. Če najdenega kosa prtljage potnik ne zahteva v roku, določenem v tretjem odstavku, ali če se najde več kot eno leto po vložitvi zahteve po njegovi izročitvi, prevoznik z njim razpolaga v skladu z zakoni in predpisi, ki veljajo v kraju, v katerem je ta kos prtljage.

41. člen
Odškodnina pri izgubi prtljage

1. Pri popolni ali delni izgubi prtljage je dolžnost prevoznika plačati samo te zneske:

a) če je višina škode ugotovljena, plača odškodnino v tej višini, ki pa ne sme presežati 80 obračunskih enot za vsak manjkajoči kilogram bruto mase ali 1200 obračunskih enot za vsak kos prtljage;

b) če višina škode ni ugotovljena, plača povprečno odškodnino 20 obračunskih enot za vsak manjkajoči kilogram bruto mase ali 300 obračunskih enot za vsak kos prtljage.

Vrsta odškodnine (glede na maso ali število kosov prtljage) je določena v splošnih prevoznih pogojih.

2. Poleg tega mora prevoznik vrniti prevoznino za prtljago in druge zneske, plačane v zvezi s prevozom izgubljenega kosa prtljage, in tudi že plačane carine in trošarine.

42. člen
Odškodnina pri poškodbi prtljage

1. Če se prtljaga poškoduje, prevoznik plača samo odškodnino, ki ustreza zmanjšanju vrednosti prtljage.

2. Odškodnina ne presega:

a) zneska, ki bi ga bilo treba plačati pri popolni izgubi, če je bila zaradi poškodbe vsa prtljaga razvrednotena;

b) zneska, ki bi ga bilo treba plačati pri popolni izgubi razvrednotenega dela prtljage, če je bil zaradi poškodbe samo del prtljage razvrednoten.

43. člen
Odškodnina zaradi zamude pri izročitvi

1. Zaradi zamude pri izročitvi prtljage mora prevoznik, potem ko je bila vložena zahteva za izročitev, za vsako začeto obdobje 24 ur, vendar pa največ za 14 dni, plačati:

a) if the person entitled proves that loss or damage has been suffered thereby, compensation equal to the amount of the loss or damage, up to a maximum of 0.80 units of account per kilogram of gross mass of the luggage or 14 units of account per item of luggage, delivered late;

b) if the person entitled does not prove that loss or damage has been suffered thereby, liquidated damages of 0.14 units of account per kilogram of gross mass of the luggage or 2.80 units of account per item of luggage, delivered late.

The methods of compensation, by kilogram missing or by item of luggage, shall be determined by the General Conditions of Carriage.

§ 2 In case of total loss of luggage, the compensation provided for in § 1 shall not be payable in addition to that provided for in Article 41.

§ 3 In case of partial loss of luggage, the compensation provided for in § 1 shall be payable in respect of that part of the luggage which has not been lost.

§ 4 In case of damage to luggage not resulting from delay in delivery the compensation provided for in § 1 shall, where appropriate, be payable in addition to that provided for in Article 42.

§ 5 In no case shall the total of compensation provided for in § 1 together with that payable under Articles 41 and 42 exceed the compensation which would be payable in case of total loss of the luggage.

Section 3 Vehicles

Article 44

Compensation for delay

§ 1 In case of delay in loading for a reason attributable to the carrier or delay in delivery of a vehicle, the carrier must, if the person entitled proves that loss or damage has been suffered thereby, pay compensation not exceeding the amount of the carriage charge.

§ 2 If, in case of delay in loading for a reason attributable to the carrier, the person entitled elects not to proceed with the contract of carriage, the carriage charge shall be refunded to him. In addition the person entitled may, if he proves that loss or damage has been suffered as a result of the delay, claim compensation not exceeding the carriage charge.

Article 45

Compensation for loss

In case of total or partial loss of a vehicle the compensation payable to the person entitled for the loss or damage proved shall be calculated on the basis of the usual value of the vehicle. It shall not exceed 8000 units of account. A loaded or unloaded trailer shall be considered as a separate vehicle.

Article 46

Liability in respect of other articles

§ 1 In respect of articles left inside the vehicle or situated in boxes (e.g. luggage or ski boxes) fixed to the vehicle, the carrier shall be liable only for loss or damage caused by his fault. The total compensation payable shall not exceed 1400 units of account.

§ 2 So far as concerns articles stowed on the outside of the vehicle, including the boxes referred to in § 1, the carrier shall be liable in respect of articles placed on the outside of the vehicle only if it is proved that the loss or damage results from an act or omission, which the carrier has committed either with intent to cause such a loss or damage or recklessly and with knowledge that such loss or damage would probably result.

a) če upravičenec dokaže, da je kot posledica nastala škoda, lahko tudi poškodba, plača odškodnino, enakovredno znesku nastale škode, vendar največ 0,80 obračunske enote za vsak kilogram bruto mase prtljage ali 14 obračunskih enot za vsak kos z zamudo izročene prtljage;

d) če upravičenec ne dokaže, da je kot posledica nastala škoda, plača povprečno odškodnino 0,14 obračunske enote za vsak kilogram bruto mase ali 2,80 obračunske enote za vsak kos z zamudo izročene prtljage.

Načini nadomestila za kilogram ali kos prtljage se določijo s splošnimi prevoznimi pogoji.

2. Pri popolni izgubi prtljage ni treba poleg odškodnine, določene v 41. členu, plačati še odškodnine iz prvega odstavka.

3. Pri delni izgubi prtljage se odškodnina, določena v prvem odstavku, plača za tisti del prtljage, ki ni izgubljen.

4. Pri poškodbi prtljage, ki ni posledica zamude pri izročitvi, se odškodnina, določena v prvem odstavku, če je to smiselno, plača poleg odškodnine, določene v 42. členu.

5. V nobenem primeru pa ne sme vsota odškodnine iz prvega odstavka in odškodnine iz 41. in 42. člena presežati odškodnine, ki bi jo bilo treba plačati pri popolni izgubi prtljage.

3. oddelek Vozila

44. člen

Odškodnina za zamudo

1. Če pri nakladanju vozila nastane zamuda zaradi okoliščin, za katere je odgovoren prevoznik, ali če nastane zamuda pri izročitvi vozila, mora prevoznik, če upravičenec dokaže, da je zaradi tega nastala škoda, plačati odškodnino, katere višina ne presega prevoznine.

2. Če pri nakladanju nastane zamuda zaradi okoliščin, za katere je odgovoren prevoznik, in zato upravičenec odstopi od prevozne pogodbe, se mu vrne prevoznina. Poleg tega lahko upravičenec, če dokaže, da je kot posledica zamude nastala škoda, zahteva odškodnino, ki ne presega prevoznine.

45. člen

Odškodnina za izgubo

Pri popolni ali delni izgubi vozila se odškodnina, ki jo je treba plačati upravičencu za dokazano škodo, določi na podlagi trenutne vrednosti vozila. Ne sme presežati 8000 obračunskih enot. Naložen ali nenaložen priklopnik se šteje kot ločeno vozilo.

46. člen

Odgovornost za druge predmete

1. Pri predmetih, ki so spravljani v samem vozilu ali avtomobilski kovček (npr. prtljažniki ali prtljažniki za smučiči), je prevoznik odgovoren samo za škodo, za katero je dejansko kriv. Skupna odškodnina ne sme presežati 1400 obračunskih enot.

2. Za predmete, nameščene na zunanji strani vozila, tudi v kovčkih iz prvega odstavka, je prevoznik odgovoren samo, če se dokaže, da je škoda nastala zaradi prevoznikovega dejanja ali opustitve, storjene z namenom povzročitve take škode, ali pa iz malomarnosti in z zavedanjem, da bo taka škoda verjetno nastala.

Article 47
Applicable law

Subject to the provisions of this Section, the provisions of Section 2 relating to liability for luggage shall apply to vehicles.

Chapter IV
Common Provisions

Article 48
Loss of right to invoke the limits of liability

The limits of liability provided for in these Uniform Rules as well as the provisions of national law, which limit the compensation to a fixed amount, shall not apply if it is proved that the loss or damage results from an act or omission, which the carrier 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 49
Conversion and interest

§ 1 Where the calculation of compensation requires the conversion of sums expressed in foreign currency, conversion shall be at the exchange rate applicable on the day and at the place of payment of the compensation.

§ 2 The person entitled may claim interest on compensation, calculated at five per cent per annum, from the day of the claim provided for in Article 55 or, if no such claim has been made, from the day on which legal proceedings were instituted.

§ 3 However, in the case of compensation payable pursuant to Articles 27 and 28, interest shall accrue only from the day on which the events relevant to the assessment of the amount of compensation occurred, if that day is later than that of the claim or the day when legal proceedings were instituted.

§ 4 In the case of luggage, interest shall only be payable if the compensation exceeds 16 units of account per luggage registration voucher.

§ 5 In the case of luggage, if the person entitled does not submit to the carrier, within a reasonable time allotted to him, the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the time allotted and the actual submission of such documents.

Article 50
Liability in case of nuclear incidents

The carrier shall be relieved of liability pursuant to these Uniform Rules for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to the laws and prescriptions of a State governing liability in the field of nuclear energy.

Article 51
Persons for whom the carrier is liable

The carrier shall be liable for his servants and other persons whose services he makes use of for the performance of the carriage, when these servants and other persons are acting within the scope of their functions. The managers of the railway infrastructure on which the carriage is performed shall be considered as persons whose services the carrier makes use of for the performance of the carriage.

Article 52
Other actions

§ 1 In all cases where these Uniform Rules shall apply, any action in respect of liability, on whatever grounds, may be brought against the carrier only subject to the conditions and limitations laid down in these Uniform Rules.

47. člen

Druge veljavne določbe

Ob upoštevanju določb tega oddelka veljajo za vozila določbe 2. oddelka odgovornosti za prtljago.

IV. poglavje
Skupne določbe

48. člen

Izguba pravice do omejitve odgovornosti

Omejitve odgovornosti, določene v teh enotnih pravilih, in določbe notranje zakonodaje, ki omejujejo odškodnino na določeni znesek, se ne uporabljajo, če se dokaže, da je škoda posledica prevoznikovega dejanja ali opustitve, storjene z namenom povzročitve take škode ali pa iz malomarnosti in z zavedanjem, da bo taka škoda verjetno nastala.

49. člen

Preračunavanje in obresti

1. Če je treba pri izračunavanju odškodnine preračunati zneske, izražene v tuji valuti, se preračunajo po tečaju, ki velja na dan in v kraju plačila odškodnine.

2. Upravičenec lahko na podlagi dolžne odškodnine zahteva 5-odstotne letne obresti, ki začnejo teči na dan vložitve zahtevka iz 54. člena, če pa zahtevka ni bil vložen, na dan, ko se začne sodni postopek.

3. Za odškodnine iz 27. in 28. člena pa začnejo obresti teči šele na dan, ko se pojavijo okoliščine, odločilne za določitev višine odškodnine, če je ta dan po dnevu vložitve pritožbe ali tožbe.

4. Za prtljago je mogoče zahtevati plačilo obresti samo, če odškodnina presega 16 obračunskih enot za prtljažnico.

5. Če upravičenec za prtljago v za to določenem primernem roku prevozniku ne pošlje dokaznih dokumentov, potrebnih za dokončno obravnavo zahtevka, obresti ne tečejo od poteka tega roka do dejanske predložitve dokaznih dokumentov.

50. člen

Odgovornost pri jedrskih nesrečah

Prevoznik je oproščen odgovornosti, ki jo ima po enotnih pravilih, če je škodo povzročila jedrska nesreča in če je zanj po zakonih in predpisih države o odgovornosti na področju jedrske energije za to škodo odgovoren upravljavec jedrske naprave ali njemu enakovredna oseba.

51. člen

Osebe, za katere je odgovoren prevoznik

Prevoznik je odgovoren za svoje uslužbence in druge osebe, katerih storitve uporablja pri izvedbi prevoza, kadar uslužbenci in druge osebe delujejo v okviru svojih nalog. Upravljalci železniške infrastrukture, po kateri se odvija prevoz, se štejejo za osebe, katerih storitve prevoznik uporablja za opravljanje prevoza.

52. člen

Druge tožbe

V vseh primerih, za katere veljajo ta enotna pravila, se lahko vsaka odškodninska tožba, ne glede na to, na kateri pravni podlagi temelji, vložijo proti prevozniku samo v skladu s pogoji in omejitvami teh enotnih pravil.

§ 2 The same shall apply to any action brought against the servants and other persons for whom the carrier is liable pursuant to Article 51.

Title V Liability of the Passenger

Article 53

Special principles of liability

The passenger shall be liable to the carrier for any loss or damage

a) resulting from failure to fulfil his obligations pursuant to

1. Articles 10, 14 and 20,
2. the special provisions for the carriage of vehicles, contained in the General Conditions of Carriage, or
3. the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID),

or
b) caused by articles and animals that he brings with him,

unless he proves that the loss or damage was caused by circumstances that he could not avoid and the consequences of which he was unable to prevent, despite the fact that he exercised the diligence required of a conscientious passenger. This provision shall not affect the liability of the carrier pursuant to Articles 26 and 33 § 1.

Title VI Assertion of Rights

Article 54

Ascertainment of partial loss or damage

§ 1 When partial loss of, or damage to, an article carried in the charge of the carrier (luggage, vehicles) is discovered or presumed by the carrier or alleged by the person entitled, the carrier must without delay, and if possible in the presence of the person entitled, draw up a report stating, according to the nature of the loss or damage, the condition of the article and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.

§ 2 A copy of the report must be supplied free of charge to the person entitled.

§ 3 Should the person entitled not accept the findings in the report, he may request that the condition of the luggage or vehicle and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties to the contract of carriage or by a court or tribunal. The procedure to be followed shall be governed by the laws and prescriptions of the State in which such ascertainment takes place.

Article 55 Claims

§ 1 Claims relating to the liability of the carrier in case of death of, or personal injury to, passengers must be addressed in writing to the carrier against whom an action may be brought. In the case of a carriage governed by a single contract and performed by successive carriers the claims may also be addressed to the first or the last carrier as well as to the carrier having his principal place of business or the branch or agency which concluded the contract of carriage in the State where the passenger is domiciled or habitually resident.

§ 2 Other claims relating to the contract of carriage must be addressed in writing to the carrier specified in Article 56 §§ 2 and 3.

2. To velja tudi za tožbe proti uslužbencem in drugim osebam, za katere je prevoznik odgovoren na podlagi 51. člena.

V. del Odgovornost potnika

53. člen

Posebna načela za odgovornost

Potnik je odgovoren prevozniku za vsako škodo,

a) ki nastane zato, ker ni izpolnil svojih obveznosti iz:

1. 10., 14. in 20. člena;
2. posebnih določb o prevozu vozil, vsebovanih v splošnih prevoznih pogojih; ali
3. Pravilnika o mednarodnem železniškem prevozu nevarnega blaga (RID)
ali
b) ki jo povzročijo predmeti ali živali, ki jih ima s seboj,

razen če ne dokaže, da je škoda nastala zaradi okoliščin, ki se jim kljub skrbnosti, ki se zahteva od vestnega potnika, ni mogel izogniti, njihovih posledic pa ne preprečiti. Ta določba ne spreminja odgovornosti prevoznika, kot jih določata 26. člen in prvi odstavek 33. člena.

VI. del Uveljavljanje pravic

54. člen

Ugotavljanje delne izgube ali poškodbe

1. Če prevoznik odkrije delno izgubo ali poškodbo predmeta (prtljage, vozila), za katerega prevoz je odgovoren, ali domneva, da je prišlo do take delne izgube ali poškodbe, ali če upravičenec trdi, da je do nje prišlo, mora prevoznik takoj, in če je mogoče, v navzočnosti upravičenca sestaviti zapisnik o dejanskem stanju, v katerem za vsako vrsto škode navede stanje predmeta, in če je mogoče, obseg in vzrok škode in čas njenega nastanka.

2. Izvod tega zapisnika o dejanskem stanju je treba brezplačno izročiti upravičencu.

3. Če upravičenec ne prizna ugotovitev iz zapisnika o dejanskem stanju, lahko zahteva, da stanje prtljage ali vozila in vzrok za škodo ter njen znesek določi izvedenec, ki ga imenujeta pogodbeni stranki prevozne pogodbe ali sodišče.

Ta postopek se izvede po zakonih in predpisih države, v kateri to določanje poteka.

55. člen Zahtevki

1. Zahtevke v zvezi z odgovornostjo prevoznika pri smrti ali poškodbi potnikov je treba v pisni obliki poslati prevozniku, proti kateremu je mogoče uveljavljati zahtevke na sodišču. Pri prevozu, ki ga obravnava ena sama pogodba in ga zaporedno opravi več prevoznikov, se lahko zahtevki naslovijo na prvega ali zadnjega prevoznika in tudi na prevoznika, ki ima v državi potnikovega stalnega ali običajnega prebivališča svoj sedež podjetja ali podružnico ali zastopstvo, ki je sklenilo prevožno pogodbo.

2. Drugi zahtevki iz prevozne pogodbe se pošljejo v pisni obliki prevozniku iz drugega in tretjega odstavka 56. člena.

§ 3 Documents which the person entitled thinks fit to submit with the claim shall be produced either in the original or as copies, where appropriate, the copies duly certified if the carrier so requires. On settlement of the claim, the carrier may require the surrender of the ticket, the luggage registration voucher and the carriage voucher.

Article 56

Carriers against whom an action may be brought

§ 1 An action based on the liability of the carrier in case of death of, or personal injury to, passengers may only be brought against the carrier who is liable pursuant to Article 26 § 5.

§ 2 Subject to § 4 other actions brought by passengers based on the contract of carriage may be brought only against the first carrier, the last carrier or the carrier having performed the part of carriage on which the event giving rise to the proceedings occurred.

§ 3 When, in the case of carriage performed by successive carriers, the carrier who must deliver the luggage or the vehicle is entered with his consent on the luggage registration voucher or the carriage voucher, an action may be brought against him in accordance with § 2 even if he has not received the luggage or the vehicle.

§ 4 An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.

§ 5 An action may be brought against a carrier other than those specified in §§ 2 and 4 when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.

§ 6 To the extent that these Uniform Rules apply to the substitute carrier, an action may also be brought against him.

§ 7 If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as soon as he brings an action against one of them; this shall also apply if the plaintiff has a choice between one or more carriers and a substitute carrier.

Article 57

Forum

§ 1 Actions based on these Uniform Rules may be brought before the courts or tribunals of Member States designated by agreement between the parties or before the courts or tribunals of the Member State on whose territory the defendant has his domicile or habitual residence, his principal place of business or the branch or agency which concluded the contract of carriage. Other courts or tribunals may not be seized.

§ 2 Where an action based on these Uniform Rules is pending before a court or tribunal competent pursuant to § 1, or where in such litigation a judgment has been delivered by such a court or tribunal, no new action may be brought between the same parties on the same grounds unless the judgment of the court or tribunal before which the first action was brought is not enforceable in the State in which the new action is brought.

Article 58

Extinction of right of action in case of death or personal injury

§ 1 Any right of action by the person entitled based on the liability of the carrier in case of death of, or personal injury to, passengers shall be extinguished if notice of the accident to the passenger is not given by the person entitled, within twelve months of his becoming aware of the loss or damage, to one of the carriers to whom a claim may be addressed in accordance with Article 55 § 1. Where the person entitled gives oral notice of the accident to the carrier, the carrier shall furnish him with an acknowledgement of such oral notice.

3. Dokazne dokumente, ki jih želi upravičenec priložiti k zahtevku, je treba priložiti kot izvirnik ali kopijo, ki mora biti, če prevoznik tako zahteva, ustrezno overjena. Pri obravnavi zahtevka lahko prevoznik zahteva predložitev vozovnice, prtljažnice ali prevoznice.

56. člen

Prevozniki, proti katerim je mogoče sodno uveljavljati zahteve

1. Odškodninski zahtevki na podlagi odgovornosti prevoznika pri smrti in poškodbi potnikov se lahko uveljavljajo samo proti prevozniku, ki je odgovoren po petem odstavku 26. člena.

2. Ob upoštevanju četrtega odstavka se lahko drugi zahtevki potnikov na podlagi prevozne pogodbe uveljavljajo samo proti prvemu, zadnjemu ali tistemu prevozniku, ki je opravljal tisti del prevoza, med katerim se je pojavilo dejstvo, s katerim se utemeljuje zahtevek.

3. Če je pri prevozu, ki ga zaporedno opravlja več prevoznikov, prevoznik, katerega dolžnost je tovor izročiti, z lastnim privoljenjem vpisan v prtljažnico ali prevoznico, se lahko zahtevki iz drugega odstavka proti njemu sodno uveljavljajo tudi, če ni prejel prtljage ali ni prevzel vozila.

4. Zahtevki za vračilo zneskov, ki so bili vplačani na podlagi prevozne pogodbe, se lahko sodno uveljavljajo proti prevozniku, ki je plačilo prejel, ali proti prevozniku, v imenu katerega je bilo plačilo prejeto.

5. Z vložitvijo nasprotnega zahtevka ali ugovora se lahko zahtevki uveljavljajo tudi proti prevozniku, ki ni naveden med prevozniki v drugem in četrtem odstavku, če sodni zahtevek temelji na isti prevozni pogodbi.

6. Kadar se ta enotna pravila nanašajo na nadomestnega prevoznika, se lahko zahtevki sodno uveljavljajo tudi proti njemu.

7. Če lahko tožnik izbira med več prevozniki, izgubi to pravico do izbire takrat, ko vloži tožbo proti enemu od teh prevoznikov; to velja tudi, če lahko tožnik izbira med enim ali več prevozniki in nadomestnim prevoznikom.

57. člen

Sodna pristojnost

1. Zahtevki, ki temeljijo na teh enotnih pravilih, se lahko uveljavljajo na tistih sodiščih držav članic, ki jih stranke določijo z medsebojnim dogovorom, ali na sodiščih države članice, na ozemlju katere ima obtoženec stalno ali običajno prebivališče ali pa sedež podjetja ali podružnico ali zastopstvo, ki je sklenilo prevožno pogodbo. Drugih sodišč v ta namen ni dovoljeno izbrati.

2. Če na pristojnem sodišču iz prvega odstavka teče postopek zaradi zahtevka, ki temelji na teh enotnih pravilih, ali če je to sodišče v takem sporu izreklo sodbo, potem ni mogoče vložiti nove tožbe zaradi iste zadeve med istimi strankami, razen če sklepa sodišča, pri katerem je bila vložena prva tožba, ni mogoče izvesti v državi, v kateri se vlaga nova tožba.

58. člen

Prenehanje pravice do zahtevka pri smrti ali poškodbi

1. Vse pravice upravičenca na podlagi odgovornosti prevoznika pri smrti ali poškodbi potnikov potečejo, če upravičenec enega od prevoznikov, pri katerem je mogoče vložiti zahtevek v skladu s prvim odstavkom 55. člena, ne obvesti o potnikovi nesreči v 12 mesecih po datumu, ko je za škodo izvedel. Če upravičenec prevoznika o nesreči obvesti ustno, mu mora o tem izdati potrdilo.

§ 2 Nevertheless, the right of action shall not be extinguished if

a) within the period provided for in § 1 the person entitled has addressed a claim to one of the carriers designated in Article 55 § 1;

b) within the period provided for in § 1 the carrier who is liable has learned of the accident to the passenger in some other way;

c) notice of the accident has not been given, or has been given late, as a result of circumstances not attributable to the person entitled;

d) the person entitled proves that the accident was caused by fault on the part of the carrier.

Article 59

Extinction of right of action arising from carriage of luggage

§ 1 Acceptance of the luggage by the person entitled shall extinguish all rights of action against the carrier arising from the contract of carriage in case of partial loss, damage or delay in delivery.

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

a) in case of partial loss or damage, if

1. the loss or damage was ascertained in accordance with Article 54 before the acceptance of the luggage by the person entitled;

2. the ascertainment which should have been carried out in accordance with Article 54 was omitted solely through the fault of the carrier;

b) in case of loss or damage which is not apparent whose existence is ascertained after acceptance of the luggage by the person entitled, if he

1. asks for ascertainment in accordance with Article 54 immediately after discovery of the loss or damage and not later than three days after the acceptance of the luggage, and

2. in addition, proves that the loss or damage occurred between the time of taking over by the carrier and the time of delivery;

c) in case of delay in delivery, if the person entitled has, within twenty-one days, asserted his rights against one of the carriers specified in Article 56 § 3;

d) if the person entitled proves that the loss or damage was caused by fault on the part of the carrier.

Article 60

Limitation of actions

§ 1 The period of limitation of actions for damages based on the liability of the carrier in case of death of, or personal injury to, passengers shall be:

a) in the case of a passenger, three years from the day after the accident;

b) in the case of other persons entitled, three years from the day after the death of the passenger, subject to a maximum of five years from the day after the accident.

§ 2 The period of limitation for other actions 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 for loss or damage resulting from an act or omission committed either with the intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

§ 3 The period of limitation provided for in § 2 shall run for actions:

a) for compensation for total loss, from the fourteenth day after the expiry of the period of time provided for in Article 22 § 3;

b) for compensation for partial loss, damage or delay in delivery, from the day when delivery took place;

2. Ta pravica pa ne preneha, če:

a) upravičenec v roku, določenem v prvem odstavku, vložil zahtevek pri enem od prevoznikov, določenem v prvem odstavku 55. člena;

b) prevoznik, ki je odgovoren za to, v roku, določenem v prvem odstavku, izve za nesrečo potnika na drug način;

c) obvestilo o nesreči zaradi okoliščin, za katere upravičenec ni odgovoren, ni bilo poslano ali je bilo poslano z zamudo;

d) upravičenec dokaže, da je do nesreče prišlo po krivdi prevoznika.

59. člen

Prenehanje pravice do zahtevka pri prevozu prtljage

1. Ko upravičenec prevzame prtljago, prenehajo vse pravice do zahtevka proti prevozniku iz prevozne pogodbe pri delni izgubi, poškodovanju prtljage ali zamudi pri izročitvi.

2. Ta pravica ne preneha:

a) pri delni izgubi ali poškodbi, če:

1. je bila ta izguba ali poškodba v skladu s 54. členom ugotovljena, preden je upravičenec prevzel prtljago;

2. izključno po krivdi prevoznika ni bilo opravljeno ugotavljanje, ki bi moralo biti opravljeno v skladu s 54. členom;

b) pri navzven neopazni škodi, ki jo upravičenec ugotovi šele po tem, ko prevzame prtljago, če:

1. zahteva ugotavljanje iz 54. člena takoj, ko odkrije škodo, vendar najpozneje v treh dneh po prevzemu prtljage, in

2. poleg tega dokaže, da je škoda nastala v času med dnevom, ko je prtljago prevzel prevoznik, in trenutkom izročitve;

c) pri zamudi pri izročitvi, če upravičenec v 21 dneh uveljavlja svoje pravice proti enemu od prevoznikov, navedenih v tretjem odstavku 56. člena;

d) če upravičenec dokaže, da je škoda nastala po krivdi prevoznika.

60. člen

Zastaranje

1. Pravica do zahtevka do odškodnine na podlagi odgovornosti prevoznika pri smrti ali poškodbi potnikov zastara:

a) če jo uveljavlja potnik, v treh letih po dnevu nesreče;

b) če jo uveljavljajo drugi upravičenci, v treh letih po dnevu potnikove smrti, vendar najpozneje v petih letih po dnevu nesreče.

2. Drugi zahtevki na podlagi prevozne pogodbe zastarajo v enem letu. Zahtevki na podlagi škode, ki je nastala zaradi dejanja ali opustitve, storjene bodisi z namenom tako škodo povzročiti ali pa iz malomarnosti in z zavedanjem, da bo taka škoda verjetno nastala, zastarajo v dveh letih.

3. Zastaralni rok za zahtevke iz drugega odstavka začne teči:

a) za odškodnino zaradi popolne izgube: štirinajsti dan po poteku roka, določenega v tretjem odstavku 22. člena;

b) za odškodnino zaradi delne izgube, poškodovanja ali zamude pri izročitvi, od dneva izročitve;

c) in vseh drugih primerih, povezanih s prevozom potnikov, od dneva, ko poteče veljavnost vozovnice.

Dan, na katerega začne teči zastaralni rok, v nobenem primeru ni vključen v rok.

4. S pisnim zahtevkom po 55. členu, ki so mu priloženi potrebni dokazni dokumenti, zastaralni rok neha teči do dneva, ko ga prevoznik pisno zavrne in vrne priložene dokazne listine. Če pritožbi delno ugotovi, začne zastaralni rok spet teči za še sporni del pritožbe. Kdor se sklicuje na to, da je vložil zahteve ali poslal odgovor in vrnil dokazne listine, mora to dokazati. Če se vložijo nadaljnji zahtevki, ki se nanašajo na isto zahtevo, to ne zadrži zastaranja.

5. Zastaranih zahtevkov tudi z nasprotno tožbo ali ugovorom ni mogoče več uveljavljati.

6. Za zadržanje in prekinitev zastaralnega roka sicer velja notranja zakonodaja.

c) v vseh drugih primerih, povezanih s prevozom potnikov: od dneva, ko poteče veljavnost vozovnice.

Dan, na katerega začne teči zastaralni rok, v nobenem primeru ni vključen v rok.

4. S pisnim zahtevkom po 55. členu, ki so mu priloženi potrebni dokazni dokumenti, zastaralni rok neha teči do dneva, ko ga prevoznik pisno zavrne in vrne priložene dokazne listine. Če pritožbi delno ugotovi, začne zastaralni rok spet teči za še sporni del pritožbe. Kdor se sklicuje na to, da je vložil zahteve ali poslal odgovor in vrnil dokazne listine, mora to dokazati. Če se vložijo nadaljnji zahtevki, ki se nanašajo na isto zahtevo, to ne zadrži zastaranja.

5. Zastaranih zahtevkov tudi z nasprotno tožbo ali ugovorom ni mogoče več uveljavljati.

6. Za zadržanje in prekinitev zastaralnega roka sicer velja notranja zakonodaja.

Title VII Relations between Carriers

Article 61

Apportionment of the carriage charge

§ 1 Any carrier who has collected or ought to have collected a carriage charge must pay to the carriers concerned their respective shares of such a charge. The methods of payment shall be fixed by agreement between the carriers.

§ 2 Article 6 § 3, Article 16 § 3 and Article 25 shall also apply to the relations between successive carriers.

Article 62

Right of recourse

§ 1 A carrier who has paid compensation pursuant to these Uniform Rules shall have a right of recourse against the carriers who have taken part in the carriage in accordance with the following provisions:

a) the carrier who has caused the loss or damage shall be solely liable for it;

b) when the loss or damage has been caused by several carriers, each shall be liable for the loss or damage he has caused; if such distinction is impossible, the compensation shall be apportioned between them in accordance with letter c);

c) if it cannot be proved which of the carriers has caused the loss or damage, the compensation shall be apportioned between all the carriers who have taken part in the carriage, except those who prove that the loss or damage was not caused by them; such apportionment shall be in proportion to their respective shares of the carriage charge.

§ 2 In the case of insolvency of any one of these carriers, the unpaid share due from him shall be apportioned among all the other carriers who have taken part in the carriage, in proportion to their respective shares of the carriage charge.

Article 63

Procedure for recourse

§ 1 The validity of the payment made by the carrier exercising a right of recourse pursuant to Article 62 may not be disputed by the carrier against whom the right to recourse is exercised, when compensation has been determined by a court or tribunal and when the latter carrier, duly served with notice of the proceedings, has been afforded an opportunity to intervene in the proceedings. The court or tribunal seized of the principal action shall determine what time shall be allowed for such notification of the proceedings and for intervention in the proceedings.

VII. del Medsebojni odnosi prevoznikov

61. člen

Razdelitev prevoznine

1. Vsak prevoznik, ki je dobil plačano ali bi moral zahtevati plačilo prevoznine, mora prevoznikom, ki sodelujejo pri prevozu, plačati delež prevoznine, ki jim pripada. Načine plačila določijo prevozniki z medsebojnimi sporazumi.

2. Tretji odstavek 6. člena, tretji odstavek 16. člena in 25. člen veljajo tudi za odnose med zaporednimi prevozniki.

62. člen

Pravica do povrnitve stroškov

1. Če je prevoznik po teh enotnih pravilih plačal odškodnino, mu pripada pravica do povrnitve stroškov do prevoznikov, ki so sodelovali pri prevozu, po teh določbah:

a) prevoznik, ki je povzročil škodo, je zanj odgovoren sam;

b) če je škodo povzročilo več prevoznikov, je vsak odgovoren za škodo, ki jo je povzročil; če taka razmejitev odgovornosti ni mogoča, se plačilo odškodnine razdeli med prevoznike v skladu s točko c);

c) če ni mogoče dokazati, kdo od prevoznikov je povzročil škodo, se plačilo odškodnine porazdeli med vse prevoznike, razen med tiste, ki dokažejo, da niso povzročili škode; razdeli se v razmerju deležev prevoznine, ki pripadajo posameznim prevoznikom.

2. Če je eden od teh prevoznikov plačilno nesposoben, se delež, ki bi ga moral plačati, pa ga ni, razdeli med vse druge prevoznike, ki so sodelovali pri prevozu, in sicer v razmerju deležev prevoznine, ki jim pripadajo.

63. člen

Postopek za povrnitev stroškov

1. Prevoznik, proti kateremu se v skladu z 62. členom uveljavlja pravica do povrnitve stroškov, ne more spodbijati zakonitosti plačila odškodnine, ki jo je plačal prevoznik, ki uveljavlja pravico za povrnitev stroškov, če je sodišče odškodnino določilo po tem, ko je prevoznik na podlagi pravilno vročenega obvestila o sodnem postopku dobil priložnost, da sodeluje v tem sodnem postopku. Sodišče, na katerem poteka glavna obravnava, določi roke za obveščanje o sodnem postopku in pristop k njemu.

§ 2 A carrier exercising his right of recourse must present his claim in one and the same proceedings against all the carriers with whom he has not reached a settlement, failing which he shall lose his right of recourse in the case of those against whom he has not taken proceedings.

§ 3 The court or tribunal shall give its decision in one and the same judgment on all recourse claims brought before it.

§ 4 The carrier wishing to enforce his right of recourse may bring his action in the courts or tribunals of the State on the territory of which one of the carriers participating in the carriage has his principal place of business, or the branch or agency which concluded the contract of carriage.

§ 5 When the action must be brought against several carriers, the plaintiff carrier shall be entitled to choose the court or tribunal in which he will bring the proceedings from among those having competence pursuant to § 4.

§ 6 Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled under the contract of carriage.

Article 64

Agreements concerning recourse

The carriers may conclude agreements which derogate from Articles 61 and 62.

2. Prevoznik, ki uveljavlja pravico do povrnitve stroškov, mora proti vsem prevoznikom, s katerimi se ni mogel sporazumeti, vložiti tožbo v istem postopku; v nasprotnem primeru preneha njegova pravica do povrnitve stroškov do tistih prevoznikov, ki jih ne toži.

3. Sodišče mora z eno samo sodbo odločiti o vseh zahtevkih za povrnitev stroškov, s katerimi se ukvarja.

4. Prevoznik, ki hoče uveljavljati svojo pravico do povrnitve stroškov na sodišču, lahko to stori na pristojnem sodišču države, v kateri ima eden od prevoznikov, ki so sodelovali pri prevozu, sedež podjetja, podružnico ali zastopstvo, ki je sklenilo prevozno pogodbo.

5. Če tožeči prevoznik vloži tožbo proti več prevoznikom, lahko izbira med sodišči, pristojnimi po četrtem odstavku.

6. Postopki za povrnitev stroškov se ne smejo vključevati v sodni postopek za uveljavljanje odškodnine, ki ga je sprožila stranka, upravičena do nje na podlagi prevozne pogodbe.

64. člen

Sporazumi o povrnitve stroškov

Prevozniki imajo pravico med seboj sklepati sporazume, ki odstopajo od 61. in 62. člena.

Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM - Appendix B to the Convention)

Title I General Provisions

Article 1 Scope

§ 1 These Uniform Rules shall apply to every contract of carriage of goods by rail for reward when the place of taking over of the goods and the place designated for delivery are situated in two different Member States, irrespective of the place of business and the nationality of the parties to the contract of carriage.

§ 2 These Uniform Rules shall apply also to contracts of carriage of goods by rail for reward, when the place of taking over of the goods and the place designated for delivery are situated in two different States, of which at least one is a Member State and the parties to the contract agree that the contract is subject to these Uniform Rules.

§ 3 When international carriage being the subject of a single contract includes carriage by road or inland waterway in internal traffic of a Member State as a supplement to transfrontier carriage by rail, these Uniform Rules shall apply.

§ 4 When international carriage being the subject of a single contract of carriage includes carriage by sea or transfrontier carriage by inland waterway as a supplement to carriage by rail, these Uniform Rules shall apply if the carriage by sea or inland waterway is performed on services included in the list of services provided for in Article 24 § 1 of the Convention.

§ 5 These Uniform Rules shall not apply to carriage performed between stations situated on the territory of neighbouring States, when the infrastructure of these stations is managed by one or more infrastructure managers subject to only one of those States.

Enotna pravila za pogodbo o mednarodnem železniškem prevozu blaga (CIM – dodatek B h konvenciji)

I. del Splošne določbe

1. člen Področje uporabe

1. Ta enotna pravila veljajo za vsako pogodbo o mednarodnem železniškem prevozu blaga za plačilo, če sta kraj prevzema blaga, namenjenega prevozu, in kraj, ki je predviden za izročitev, v dveh različnih državah članicah ne glede na sedež in državljanstvo strank prevozne pogodbe.

2. Ta enotna pravila veljajo za pogodbe o železniškem prevozu blaga za plačilo, tudi če sta kraj prevzema blaga, namenjenega prevozu, in kraj, ki je predviden za izročitev, v dveh različnih državah, od katerih je vsaj ena država članica, in če se pogodbenici dogovorita, da za pogodbo veljajo ta enotna pravila.

3. Če mednarodni prevoz, ki ga ureja ena sama pogodba, vključuje kot dopolnitev čezmejnega železniškega prevoza tudi cestni prevoz ali prevoz po celinskih vodah v notranjem prometu države članice, ta enotna pravila veljajo zanj.

4. Če mednarodni prevoz, ki ga ureja ena sama pogodba, vključuje kot dopolnitev železniškega prevoza tudi prevoz po morju ali čezmejni prevoz po celinskih vodah, ta enotna pravila veljajo zanj, če prevoz po morju ali celinskih vodah poteka na progah s seznama prog iz prvega odstavka 24. člena te konvencije.

5. Ta enotna pravila ne veljajo za prevoz, opravljen med železniškimi postajami na ozemlju sosednjih držav, če infrastrukturo teh železniških postaj upravlja en ali več upravljavcev infrastrukture, ki pripadajo le eni od teh držav.

§ 6 Any State which is a party to a convention concerning international through carriage of goods by rail comparable with these Uniform Rules may, when it makes an application for accession to the Convention, declare that it will apply these Uniform Rules only to carriage performed on part of the railway infrastructure situated on its territory. This part of the railway infrastructure must be precisely defined and connected to the railway infrastructure of a Member State. When a State has made the above-mentioned declaration, these Uniform Rules shall apply only on the condition

a) that the place of taking over of the goods or the place designated for delivery, as well as the route designated in the contract of carriage, is situated on the specified infrastructure or

b) that the specified infrastructure connects the infrastructure of two Member States and that it has been designated in the contract of carriage as a route for transit carriage.

§ 7 A State which has made a reservation in accordance with § 6 may withdraw it at any time by notification to the Depositary. This withdrawal shall take effect one month after the day on which the Depositary notifies it to the Member States. The declaration shall cease to have effect when the convention referred to in § 6, first sentence, ceases to be in force for that State.

Article 2

Prescriptions of public law

Carriage to which these Uniform Rules apply shall remain subject to the prescriptions of public law, in particular the prescriptions relating to the carriage of dangerous goods as well as the prescriptions of customs law and those relating to the protection of animals.

Article 3

Definitions

For purposes of these Uniform Rules the term

a) "carrier" means the contractual carrier with whom the consignor has concluded the contract of carriage pursuant to these Uniform Rules, or a subsequent carrier who is liable on the basis of this contract;

b) "substitute carrier" means a carrier, who has not concluded the contract of carriage with the consignor, but to whom the carrier referred to in letter a) has entrusted, in whole or in part, the performance of the carriage by rail;

c) "General Conditions of Carriage" means the conditions of the carrier in the form of general conditions or tariffs legally in force in each Member State and which have become, by the conclusion of the contract of carriage, an integral part of it;

d) "intermodal transport unit" means a container, swap body, semi-trailer or other comparable loading unit used in intermodal transport.

Article 4

Derogations

§ 1 Member States may conclude agreements which provide for derogations from these Uniform Rules for carriage performed exclusively between two stations on either side of the frontier, when there is no other station between them.

§ 2 For carriage performed between two Member States, passing through a State which is not a Member State, the States concerned may conclude agreements which derogate from these Uniform Rules.

§ 3 Agreements referred to in §§ 1 and 2 as well as their coming into force shall be notified to the Intergovernmental Organisation for International Carriage by Rail. The Secretary General of the Organisation shall inform the Member States and interested undertakings of these notifications.

6. Država, ki je pogodbenica neke druge s temi enotnimi pravili primerljive konvencije o direktnem mednarodnem železniškem prevozu blaga in vložil prošnjo za pristop k tej konvenciji, lahko izjavi, da bo uporabljala ta enotna pravila le za prevoze na delu železniške infrastrukture na svojem ozemlju. Ta del železniške infrastrukture mora biti natančno opredeljen in povezan z železniško infrastrukturo države članice. Če je država dala tako izjavo, veljajo ta enotna pravila samo:

a) če kraj, ki je v prevozni pogodbi predviden za prevzem blaga, namenjenega prevozu, ali kraj, ki je predviden za izročitev, ter tudi predvidena prevozna pot pripadajo opisani železniški infrastrukturi, ali

b) če opisana železniška infrastruktura povezuje železniški infrastrukturi dveh držav članic in jo prevozna pogodba določi za prevozna pot za tranzitni promet.

7. Država, ki je dala izjavo po šestem odstavku, jo lahko umakne, tako da o tem obvesti depozitarja. Umik začne veljati mesec po tem, ko depozitar o njem obvesti države članice. Izjava preneha veljati, če za to državo preneha veljati konvencija, omenjena v prvem stavku šestega odstavka.

2. člen

Predpisi javnega prava

Za prevoze, za katere veljajo ta enotna pravila, veljajo sicer tudi predpisi javnega prava, zlasti predpisi o prevozu nevarnega blaga in predpisi carinske zakonodaje in zakonodaje o zaščiti živali.

3. člen

Opredelitev pojmov

V teh enotnih pravilih izraz:

a) "prevoznik" pomeni pogodbenega prevoznika, s katerim je pošiljatelj sklenil prevozna pogodbo v skladu s temi enotnimi pravili, ali zaporednega prevoznika, ki je odgovoren na podlagi te pogodbe;

b) "nadomestni prevoznik" pomeni prevoznika, ki ni sklenil prevozne pogodbe s pošiljateljem, vendar ga je prevoznik iz točke a) delno ali v celoti pooblastil za izvedbo železniškega prevoza;

c) "splošni prevozni pogoji" pomeni pogoje prevoznikov, ki so kot splošni pogoji poslovanja ali tarife zakonito veljavni v vsaki državi članici in s sklenitvijo prevozne pogodbe postanejo njen sestavni del;

d) "intermodalna prevozna enota" pomeni zabojnik, zamenljivi zabojnik, polpriklopnik ali druge primerljive tovorne enote, ki se uporabljajo v kombiniranem prevozu.

4. člen

Odstopanja

1. Države članice lahko sklenejo sporazume, ki določajo odstopanja od teh enotnih pravil za prevoze, ki potekajo izključno med dvema železniškima postajama na različnih straneh meje, če med njima ni nobene druge železniške postaje.

2. Za prevoze, ki med dvema državama članicama potekajo skozi državo nečlanico, lahko udeležene države sklenejo sporazume, ki odstopajo od teh enotnih pravil.

3. O sporazumih iz prvega in drugega odstavka in začetku njihove veljavnosti se obvesti Medvladna organizacija za mednarodni železniški promet. Generalni sekretar organizacije o tem obvesti države članice in zainteresirana podjetja.

Article 5**Mandatory law**

Unless provided otherwise in these Uniform Rules, any stipulation which, directly or indirectly, would derogate from these Uniform Rules shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract of carriage. Nevertheless, a carrier may assume a liability greater and obligations more burdensome than those provided for in these Uniform Rules.

Title II**Conclusion and Performance of the Contract of Carriage****Article 6****Contract of carriage**

§ 1 By the contract of carriage, the carrier shall undertake to carry the goods for reward to the place of destination and to deliver them there to the consignee.

§ 2 The contract of carriage must be confirmed by a consignment note which accords with a uniform model. However, the absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules.

§ 3 The consignment note shall be signed by the consignor and the carrier. The signature can be replaced by a stamp, by an accounting machine entry or in any other appropriate manner.

§ 4 The carrier must certify the taking over of the goods on the duplicate of the consignment note in an appropriate manner and return the duplicate to the consignor.

§ 5 The consignment note shall not have effect as a bill of lading.

§ 6 A consignment note must be made out for each consignment. In the absence of a contrary agreement between the consignor and the carrier, a consignment note may not relate to more than one wagon load.

§ 7 In the case of carriage which enters the customs territory of the European Community or the territory on which the common transit procedure is applied, each consignment must be accompanied by a consignment note satisfying the requirements of Article 7.

§ 8 The international associations of carriers shall establish uniform model consignment notes in agreement with the customers' international associations and the bodies having competence for customs matters in the Member States as well as any intergovernmental regional economic integration organisation having competence to adopt its own customs legislation.

§ 9 The consignment note and its duplicate may be established in the form of electronic data registration which can be transformed into legible written symbols. The procedure used for the registration and treatment of data must be equivalent from the functional point of view, particularly so far as concerns the evidential value of the consignment note represented by those data.

Article 7**Wording of the consignment note**

§ 1 The consignment note must contain the following particulars:

- a) the place at which and the day on which it is made out;
- b) the name and address of the consignor;
- c) the name and address of the carrier who has concluded the contract of carriage;
- d) the name and address of the person to whom the goods have effectively been handed over if he is not the carrier referred to in letter c);

5. člen**Obvezna zakonodaja**

Če v teh enotnih pravilih ni izrecno določeno drugače, je vsak dogovor, ki se neposredno ali posredno ne ujema z njimi, ničen in neveljaven. Neveljavnost takih dogovorov nima za posledico neveljavnosti drugih določb prevozne pogodbe. Ne glede na to lahko prevoznik prevzame večjo odgovornost in obveznosti, kot jih določajo ta enotna pravila.

II. del**Sklenitev in izvajanje prevozne pogodbe****6. člen****Prevozna pogodba**

1. S prevozno pogodbo se prevoznik zaveže, da bo blago za plačilo prepeljal do namembnega kraja in ga tam izročil prejemniku.

2. Prevozno pogodbo je treba potrditi s tovornim listom, izdanim v skladu z enotnim vzorcem. Toda če ga ni, če je pomanjkljiv ali zgubljen, to ne vpliva na obstoj ali veljavnost pogodbe, za katero še naprej veljajo ta enotna pravila.

3. Tovorni list podpišeta pošiljatelj in prevoznik. Podpis se lahko nadomesti z žigom, strojnim vknjižbenim zaznamkom ali na kateri koli drug primeren način.

4. Prevoznik mora na primeren način potrditi prevzem blaga na dvojniku tovrnega lista in dvojniki vrniti pošiljatelju.

5. Tovorni list nima učinka nakladnice.

6. Tovorni list se uporablja za vsako pošiljko. Če se pošiljatelj in prevoznik ne dogovorita drugače, se lahko tovorni list nanaša samo na tovor enega vagona.

7. Če gre za prevozno pot, ki se dotika carinskega ozemlja Evropske unije ali ozemlja, na katerem velja enotni tranzitni postopek, mora biti vsaka pošiljka opremljena s tovornim listom, ki izpolnjuje zahteve 7. člena.

8. Enotne vzorce tovornih listov določajo mednarodna združenja prevoznikov v dogovoru z mednarodnimi združenji strank in službami, ki so v državah članicah pristojne za carinske zadeve, ter tudi z vsako medvladno organizacijo za regionalno gospodarsko povezovanje, ki je pristojna za sprejemanje svoje carinske zakonodaje.

9. Tovorni list in njegov dvojniki lahko imata tudi obliko elektronskih podatkovnih zapisov, ki jim je mogoče dati obliko čitljivih zapisov. Postopki, ki se uporabljajo za zapisovanje in obdelavo podatkov, morajo biti funkcionalno enakovredni, zlasti glede dokazne moči tovrnega lista, ki jo imajo ti podatki.

7. člen**Vsebina tovrnega lista**

1. Tovorni list mora vsebovati te podatke:

- a) kraj in datum izdaje tovrnega lista;
- b) ime in naslov pošiljatelja;
- c) ime in naslov prevoznika, ki je sklenil prevozno pogodbo;
- d) ime in naslov tistega, ki mu je bilo blago dejansko predano, če to ni prevoznik, naveden v točki c);

- e) the place and the day of taking over of the goods;
 - f) the place of delivery;
 - g) the name and address of the consignee;
 - h) the description of the nature of the goods and the method of packing, and, in case of dangerous goods, the description provided for in the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID);
 - i) the number of packages and the special marks and numbers necessary for the identification of consignments in less than full wagon loads;
 - j) the number of the wagon in the case of carriage of full wagon loads;
 - k) the number of the railway vehicle running on its own wheels, if it is handed over for carriage as goods;
 - l) in addition, in the case of intermodal transport units, the category, the number or other characteristics necessary for their identification;
 - m) the gross mass or the quantity of the goods expressed in other ways;
 - n) a detailed list of the documents which are required by customs or other administrative authorities and are attached to the consignment note or held at the disposal of the carrier at the offices of a duly designated authority or a body designated in the contract;
 - o) the costs relating to carriage (the carriage charge, incidental costs, customs duties and other costs incurred from the conclusion of the contract until delivery) in so far as they must be paid by the consignee or any other statement that the costs are payable by the consignee;
 - p) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules.
- § 2 Where applicable the consignment note must also contain the following particulars:
- a) in the case of carriage by successive carriers, the carrier who must deliver the goods when he has consented to this entry in the consignment note;
 - b) the costs which the consignor undertakes to pay;
 - c) the amount of the cash on delivery charge;
 - d) the declaration of the value of the goods and the amount representing the special interest in delivery;
 - e) the agreed transit period;
 - f) the agreed route;
 - g) a list of the documents not mentioned in § 1, letter n) handed over to the carrier;
 - h) the entries made by the consignor concerning the number and description of seals he has affixed to the wagon.
- § 3 The parties to the contract may enter on the consignment note any other particulars they consider useful.

Article 8

Responsibility for particulars entered on the consignment note

- § 1 The consignor shall be responsible for all costs, loss or damage sustained by the carrier by reason of
- a) the entries made by the consignor in the consignment note being irregular, incorrect, incomplete or made elsewhere than in the allotted space, or
 - b) the consignor omitting to make the entries prescribed by RID.
- § 2 If, at the request of the consignor, the carrier makes entries on the consignment note, he shall be deemed, unless the contrary is proved, to have done so on behalf of the consignor.
- § 3 If the consignment note does not contain the statement provided for in Article 7 § 1, letter p), the carrier shall be liable for all costs, loss or damage sustained through such omission by the person entitled.

- e) kraj in datum prevzema blaga;
 - f) kraj izročitve;
 - g) ime in naslov prejemnika blaga;
 - h) opis vrste blaga in embalaže; pri nevarnem blagu tudi oznako, ki je določena v Pravilniku o mednarodnem železniškem prevozu nevarnega blaga (RID);
 - i) število kosov tovora in posebne oznake in številke, potrebne za prepoznavanje kosovnih pošiljk;
 - j) številko vagona pri vagonških pošiljkah;
 - k) številko železniškega vozila, ki se prevaža na lastnih kolesih, če se preda v prevoz kot blago;
 - l) pri intermodalnih prevoznih enotah poleg tega tudi vrsto, številko ali druge značilnosti, potrebne za prepoznavanje;
 - m) bruto maso blaga ali kako drugače izraženo količino blaga;
 - n) podroben seznam listin, ki jih zahtevajo carinski in drugi upravni organi in so priloženi tovornemu listu ali so na razpolago prevozniku v uradu pristojnega državnega organa ali službi, navedeni v pogodbi;
 - o) stroške, povezane s prevozom (prevoznina, nadomestila za dodatne storitve, carine in drugi stroški, ki nastanejo od sklenitve pogodbe do izročitve blaga), če jih mora plačati prejemnik blaga, ali druga navedba, da stroške plača prejemnik blaga;
 - p) izjavo, da za prevoz veljajo ta enotna pravila tudi ob drugačnem dogovoru.
2. Po potrebi mora tovorni list vsebovati tudi te podatke:
- a) če prevoz opravljajo zaporedni prevozniki, ime prevoznika, ki mora izročiti blago, če je privolil v to, da je vpisan v tovorni list,
 - b) stroške, ki jih prevzame pošiljatelj;
 - c) znesek plačila po povzetju;
 - d) navedbo vrednosti blaga in znesek zavarovanja redne izročitve;
 - e) dogovorjeni izročilni rok;
 - f) dogovorjeno prevozno pot;
 - g) seznam listin, predanih prevozniku, ki niso omenjene v točki n) prvega odstavka;
 - h) pošiljateljeve podatke o številu in oznakah plomb, ki jih je pritržil na vagon.
3. Pogodbenice prevozne pogodbe v tovorni list vpišejo tudi druge podatke, za katere menijo, da so koristni.

8. člen

Odgovornost za podatke v tovornem listu

1. Pošiljatelj je odgovoren za vse stroške in škodo, ki jo ima prevoznik, zato:
- a) ker so podatki pošiljatelja v tovornem listu nepravilni, nenatančni ali nepopolni ali pa vpisani na napačnem mestu ali
 - b) ker je pošiljatelj izpustil podatke, ki jih predpisuje RID.
2. Če na pošiljateljevo zahtevo prevoznik vnese podatke v tovorni list, velja, da je prevoznik pri tem deloval v pošiljateljevem imenu, dokler se ne dokaže nasprotno.
3. Če tovorni list ne vsebuje izjave, določene v točki p) prvega odstavka 7. člena, je prevoznik odgovoren za vse stroške in škodo, ki jih ima zaradi tega upravičenec.

Article 9**Dangerous goods**

If the consignor has failed to make the entries prescribed by RID, the carrier may at any time unload or destroy the goods or render them innocuous, as the circumstances may require, without payment of compensation, save when he was aware of their dangerous nature on taking them over.

Article 10**Payment of costs**

§ 1 Unless otherwise agreed between the consignor and the carrier, the costs (the carriage charge, incidental costs, customs duties and other costs incurred from the time of the conclusion of the contract to the time of delivery) shall be paid by the consignor.

§ 2 When by virtue of an agreement between the consignor and the carrier, the costs are payable by the consignee and the consignee has not taken possession of the consignment note nor asserted his rights in accordance with Article 17 § 3, nor modified the contract of carriage in accordance with Article 18, the consignor shall remain liable to pay the costs.

Article 11**Examination**

§ 1 The carrier shall have the right to examine at any time whether the conditions of carriage have been complied with and whether the consignment corresponds with the entries in the consignment note made by the consignor. If the examination concerns the contents of the consignment, this shall be carried out as far as possible in the presence of the person entitled; where this is not possible, the carrier shall require the presence of two independent witnesses, unless the laws and prescriptions of the State where the examination takes place provide otherwise.

§ 2 If the consignment does not correspond with the entries in the consignment note or if the provisions relating to the carriage of goods accepted subject to conditions have not been complied with, the result of the examination must be entered in the copy of the consignment note which accompanies the goods, and also in the duplicate of the consignment note, if it is still held by the carrier. In this case the costs of the examination shall be charged against the goods, if they have not been paid immediately.

§ 3 When the consignor loads the goods, he shall be entitled to require the carrier to examine the condition of the goods and their packaging as well as the accuracy of statements on the consignment note as to the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed. The carrier shall be obliged to proceed with the examination only if he has appropriate means of carrying it out. The carrier may demand the payment of the costs of the examination. The result of the examination shall be entered on the consignment note.

Article 12**Evidential value of the consignment note**

§ 1 The consignment note shall be prima facie evidence of the conclusion and the conditions of the contract of carriage and the taking over of the goods by the carrier.

§ 2 If the carrier has loaded the goods, the consignment note shall be prima facie evidence of the condition of the goods and their packaging indicated on the consignment note or, in the absence of such indications, of their apparently good condition at the moment they were taken over by the carrier and of the accuracy of the statements in the consignment note concerning the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed.

9. člen**Nevarno blago**

Če pošiljatelj ni vnesel podatkov, ki jih predpisuje RID, lahko prevoznik blago, kadar okoliščine to zahtevajo, razloži, uniči ali napravi neškodljivo, ne da bi za to moral plačati odškodnino, če ob prevzemu blaga ni poznal njegovih nevarnih lastnosti.

10. člen**Plačilo stroškov**

1. Če se pošiljatelj in prevoznik ne dogovorita drugače, potem stroške (prevoznino, nadomestila za dodatne storitve, carine in druge stroške, ki nastanejo od sklenitve pogodbe do izročitve) plača pošiljatelj.

2. Če se na podlagi dogovora med pošiljateljem in prevoznikom stroški prenesejo na prejemnika in če prejemnik ni niti prevzel tovrnega lista, niti uveljavljal svojih pravic iz prevozne pogodbe v skladu s tretjim odstavkom 17. člena, niti spremenil prevozne pogodbe v skladu z 18. členom, potem mora plačati stroške pošiljatelj.

11. člen**Preverjanje**

1. Prevoznik ima pravico kadar koli preveriti, ali so izpolnjeni prevozni pogoji in ali pošiljka ustreza podatkom pošiljatelja v tovrnem listu. Če se preverjanje nanaša na vsebino pošiljke, se opravi, če je le mogoče, v navzočnosti upravičenca; če pa to ni mogoče, mora prevoznik pritegniti k sodelovanju dve neodvisni pričji, če zakoni in predpisi države, v kateri se opravlja preverjanje, ne določajo drugače.

2. Če pošiljka ne ustreza podatkom v tovrnem listu ali če niso upoštevane določbe o prevozu pogojno dovoljenega blaga, je treba ugotovitve preverjanja vpisati v tovrni list, ki spremlja blago, in tudi v dvojnik tovrnega lista, če ga prevoznik še ima. V tem primeru stroški preverjanja bremenijo blago, če se ne plačajo takoj.

3. Če blago naklada pošiljatelj, ima pravico zahtevati od prevoznika, da preveri stanje blaga in njegove embalaže ter tudi točnost navedb v tovrnem listu o številu kosov tovara, njihovih oznakah in številkah ter bruto masi ali drugače izraženi količini. Prevoznik mora opraviti preverjanje, če ima na razpolago za to primerna sredstva. Prevoznik ima pravico do povrnitve stroškov preverjanja. Ugotovitve preverjanja se vpišejo v tovrni list.

12. člen**Dokazna moč tovrnega lista**

1. Dokler se ne dokaže nasprotno, se tovrni list uporablja kot dokaz o sklenitvi in vsebini prevozne pogodbe ter o prevoznikovem prevzemu blaga.

2. Če je blago nakladal prevoznik, se tovrni list uporablja, dokler se ne dokaže nasprotno, kot dokaz, da stanje blaga in njegove embalaže ustreza podatkom v tovrnem listu, če pa takih podatkov ni, o njegovem na videz dobrem stanju v trenutku, ko ga je prevoznik prevzel, ter o točnosti navedb v tovrnem listu glede števila kosov tovara, njihovih oznak in števil ter glede bruto mase ali drugače izražene količine.

§ 3 If the consignor has loaded the goods, the consignment note shall be prima facie evidence of the condition of the goods and of their packaging indicated in the consignment note or, in the absence of such indication, of their apparently good condition and of the accuracy of the statements referred to in § 2 solely in the case where the carrier has examined them and recorded on the consignment note a result of his examination which tallies.

§ 4 However, the consignment note will not be prima facie evidence in a case where it bears a reasoned reservation. A reason for a reservation could be that the carrier does not have the appropriate means to examine whether the consignment corresponds to the entries in the consignment note.

Article 13

Loading and unloading of the goods

§ 1 The consignor and the carrier shall agree who is responsible for the loading and unloading of the goods. In the absence of such an agreement, for packages the loading and unloading shall be the responsibility of the carrier whereas for full wagon loads loading shall be the responsibility of the consignor and unloading, after delivery, the responsibility of the consignee.

§ 2 The consignor shall be liable for all the consequences of defective loading carried out by him and must in particular compensate the carrier for the loss or damage sustained in consequence by him. The burden of proof of defective loading shall lie on the carrier.

Article 14

Packing

The consignor shall be liable to the carrier for any loss or damage and costs due to the absence of, or defects in, the packing of goods, unless the defectiveness was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.

Article 15

Completion of administrative formalities

§ 1 With a view to the completion of the formalities required by customs and other administrative authorities, to be completed before delivery of the goods, the consignor must attach the necessary documents to the consignment note or make them available to the carrier and furnish him with all the requisite information.

§ 2 The carrier shall not be obliged to check whether these documents and this information are correct and sufficient. The consignor shall be liable to the carrier for any loss or damage resulting from the absence or insufficiency of, or any irregularity in, such documents and information, save in the case of fault of the carrier.

§ 3 The carrier shall be liable for any consequences arising from the loss or misuse of the documents referred to in the consignment note and accompanying it or deposited with the carrier, unless the loss of the documents or the loss or damage caused by the misuse of the documents has been caused by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent. Nevertheless any compensation payable shall not exceed that provided for in the event of loss of the goods.

§ 4 The consignor, by so indicating in the consignment note, or the consignee by giving orders as provided for in Article 18 § 3 may ask

a) to be present himself or to be represented by an agent when the customs or other administrative formalities are carried out, for the purpose of furnishing any information or explanation required;

b) to complete the customs or other administrative formalities himself or to have them completed by an agent, in so far as the laws and prescriptions of the State in which they are to be carried out so permit;

3. Če je blago nakladal pošiljatelj, se tovorni list uporablja, dokler se ne dokaže nasprotno, kot dokaz, da stanje blaga in njegove embalaže ustreza podatkom v tovornem listu, če pa takih podatkov ni, o njegovem na videz dobrem stanju ter o točnosti navedb iz drugega odstavka samo, če jih je prevoznik preveril in svoje ugotovitve o skladnosti vpisal v tovorni list.

4. Tovorni list pa se ne more uporabiti kot dokaz, če vsebuje utemeljeni pridržek. Razlog za tak pridržek je lahko zlasti, da prevoznik ni imel na razpolago primernih sredstev, s katerimi bi lahko preveril pravilnost podatkov v tovornem listu.

13. člen

Nakladanje in razkladanje blaga

1. Pošiljatelj in prevoznik se dogovorita, kdo je odgovoren za nakladanje in razkladanje blaga. Če takega dogovora ni, je za nakladanje in razkladanje kosovnih pošiljk odgovoren prevoznik, za vagnske pošiljke pa je za nakladanje odgovoren pošiljatelj, za razkladanje po izročitvi pa prejemnik.

2. Če blago naklada pošiljatelj, je odgovoren za vse posledice nepravilnega nakladanja, zlasti pa mora prevozniku povrniti zaradi njega nastalo škodo. Prevoznik mora dokazati, da je bilo nakladanje nepravilno.

14. člen

Embalaža

Pošiljatelj je odgovoren prevozniku za vso škodo in stroške, ki nastanejo, če ni embalaže ali če je pomanjkljiva, razen če pomanjkljivost ni bila očitna ali znana prevozniku ob prevzemu blaga in glede tega ni izrazil nobenih pridržkov.

15. člen

Izvajanje predpisov upravnih organov

1. Pošiljatelj mora tovornemu listu priložiti listine, potrebne zaradi carinskih predpisov in predpisov drugih upravnih organov, ki morajo biti izpolnjene še pred izročitvijo blaga, ali pa jih dati na razpolago prevozniku ter mu dati tudi vse potrebne informacije.

2. Prevozniku ni treba preveriti, ali so te listine in informacije pravilne in zadostne. Pošiljatelj je odgovoren prevozniku za vso škodo, ki nastane, če teh listin ali informacij ni, če so nepopolne ali nepravilne, razen če za to ni kriv prevoznik.

3. Prevoznik je odgovoren za posledice izgube ali nepravilne uporabe listin, ki so navedene v tovornem listu in so mu priložene ali shranjene pri prevozniku, razen če niso bile izgubljene ali je nastala škoda zaradi njihove nepravilne uporabe zaradi okoliščin, ki se jim prevoznik ni mogel izogniti in katerih posledic ni mogel preprečiti. Ni pa mu treba plačati višje odškodnine kot pri izgubi blaga.

4. Pošiljatelj lahko z zaznamkom v tovornem listu, prejemnik pa z odredbo po tretjem odstavku 18. člena, zahteva:

a) da je sam ali njegov pooblaščen zastopnik navzoč pri carinskih ali drugih upravnih postopkih, da lahko da zahtevane informacije ali pojasnila;

b) da sam ali njegov pooblaščen zastopnik opravi carinske ali druge upravne postopke, če to dopuščajo zakoni in predpisi države, v kateri se izvajajo predpisi omenjenih organov;

c) to pay customs duties and other charges, when he or his agent is present at or completes the customs or other administrative formalities, in so far as the laws and prescriptions of the State in which they are carried out permit such payment.

In such circumstances neither the consignor, nor the consignee who has the right of disposal, nor the agent of either may take possession of the goods.

§ 5 If, for the completion of the customs or other administrative formalities, the consignor has designated a place where the prescriptions in force do not permit their completion, or if he has stipulated for the purpose any other procedure which cannot be followed, the carrier shall act in the manner which appears to him to be the most favourable to the interests of the person entitled and shall inform the consignor of the measures taken.

§ 6 If the consignor has undertaken to pay customs duties, the carrier shall have the choice of completing customs formalities either in transit or at the destination place.

§ 7 However, the carrier may proceed in accordance with § 5 if the consignee has not taken possession of the consignment note within the period fixed by the prescriptions in force at the destination place.

§ 8 The consignor must comply with the prescriptions of customs or other administrative authorities with respect to the packing and sheeting of the goods. If the consignor has not packed or sheeted the goods in accordance with those prescriptions the carrier shall be entitled to do so; the resulting cost shall be charged against the goods.

Article 16 Transit periods

§ 1 The consignor and the carrier shall agree the transit period. In the absence of an agreement, the transit period must not exceed that which would result from the application of §§ 2 to 4.

§ 2 Subject to §§ 3 and 4, the maximum transit periods shall be as follows:

- | | |
|--|-----------|
| a) for wagon-load consignments | |
| – period for consignment | 12 hours, |
| – period for carriage, for each 400 km or fraction thereof | 24 hours; |
| b) for less than wagon-load consignment | |
| – period for consignments | 24 hours, |
| – period for carriage, for each 200 km or fraction thereof | 24 hours. |

The distances shall relate to the agreed route or, in the absence thereof, to the shortest possible route.

§ 3 The carrier may fix additional transit periods of specified duration in the following cases:

- consignments to be carried
 - by lines of a different gauge,
 - by sea or inland waterway,
 - by road if there is no rail link;
- exceptional circumstances causing an exceptional increase in traffic or exceptional operating difficulties.

The duration of the additional transit periods must appear in the General Conditions of Carriage.

§ 4 The transit period shall start to run after the taking over of the goods; it shall be extended by the duration of a stay caused without any fault of the carrier. The transit period shall be suspended on Sundays and statutory holidays.

Article 17 Delivery

§ 1 The carrier must hand over the consignment note and deliver the goods to the consignee at the place designated for delivery against receipt and payment of the amounts due according to the contract of carriage.

c) da plača carine in druge stroške, če to dopuščajo zakoni in predpisi države, v kateri se izvajajo navedeni postopki, če je sam ali njegov pooblaščen zastopnik navzoč pri izvajanju carinskih ali drugih upravnih postopkov ali pa jih izvaja.

V teh primerih si ne pošiljatelj ne prejemnik blaga, ki ima pravico do razpolaganja z blagom, ne njun zastopnik ne sme prilaščiti blaga.

5. Če je za izvajanje carinskih ali drugih upravnih postopkov pošiljatelj določil kraj, na katerem to zaradi veljavnih predpisov ni mogoče, ali če je v ta namen določil kak drug postopek, ki ga ni mogoče izvesti, ravna prevoznik tako, kot misli, da je najbolje za upravičenca, in o svojem ravnanju obvesti pošiljatelja.

6. Če se je pošiljatelj zavezal plačati carino, lahko prevoznik opravi carinske postopke po lastni izbiri med potjo ali pa v namembnem kraju.

7. Če prejemnik blaga ni prevzel tovarnega lista v roku, ki ga določajo predpisi, veljavni v namembnem kraju, lahko prevoznik ukrepa v skladu s 5. členom.

8. Pošiljatelj mora poskrbeti, da je blago pakirano in pokrito v skladu s carinskimi predpisi ali drugimi predpisi upravnih organov. Če pošiljatelj blaga ni pakiral ali pokrnil v skladu s temi predpisi, lahko za to poskrbi prevoznik; nastali stroški bremenijo blago.

16. člen Izročilni rok

1. O izročilnem roku se dogovorita pošiljatelj in prevoznik. Če takega dogovora ni, izročilni rok ne sme presegati roka, ki izhaja iz drugega do četrtega odstavka.

2. Ob upoštevanju tretjega in četrtega odstavka so najdaljši izročilni roki:

- | | |
|--|--------|
| a) za vagonске pošiljke: | |
| – odpravni rok: | 12 ur; |
| – prevozni rok za vsakih začetih 400 km: | 24 ur; |
| b) za kosovne pošiljke: | |
| – odpravni rok: | 24 ur; |
| – prevozni rok za vsakih začetih 200 km: | 24 ur. |

Razdalja pomeni dogovorjeno pot, če te ni, pa najkrajšo možno prevozno pot.

3. Prevoznik lahko določi dodatne roke trajanja prevoza v teh primerih:

- pošiljke, ki se prevažajo:
 - po progah z različno tirno širino;
 - po morju ali celinskih vodah;
 - po cesti, če ni železniške povezave;
- izjemne okoliščine, ki povzročajo izjemno povečanje prometa ali izjemne težave pri obratovanju.

Dolžina dodatnih rokov mora biti navedena v splošnih prevoznih pogojih.

4. Izročilni rok začne teči s prevzemom blaga; podaljša se za čas ustavitve brez krivde prevoznika. Izročilni rok ne teče ob nedeljah in zakonsko določenih praznikih.

17. člen Izročitev

1. Prevoznik mora prejemniku na kraju, ki je predviden za izročitev, v zameno za potrdilo o prejemu in plačilu terjatev iz prevozne pogodbe predati tovarni list in izročiti blago.

§ 2 It shall be equivalent to delivery to the consignee if, in accordance with the prescriptions in force at the place of destination,

a) the goods have been handed over to customs or other authorities at their premises or warehouses, when these are not subject to the carrier's supervision;

b) the goods have been deposited for storage with the carrier, with a forwarding agent or in a public warehouse.

§ 3 After the arrival of the goods at the place of destination, the consignee may ask the carrier to hand over the consignment note and deliver the goods to him. If the loss of the goods is established or if the goods have not arrived on the expiry of the period provided for in Article 29 § 1, the consignee may assert, in his own name, his rights against the carrier under the contract of carriage.

§ 4 The person entitled may refuse to accept the goods, even when he has received the consignment note and paid the charges resulting from the contract of carriage, so long as an examination which he has demanded in order to establish alleged loss or damage has not been carried out.

§ 5 In other respects, delivery of the goods shall be carried out in accordance with the prescriptions in force at the place of destination.

§ 6 If the goods have been delivered without prior collection of a cash on delivery charge, the carrier shall be obliged to compensate the consignor up to the amount of the cash on delivery charge without prejudice to his right of recourse against the consignee.

Article 18

Right to dispose of the goods

§ 1 The consignor shall be entitled to dispose of the goods and to modify the contract of carriage by giving subsequent orders. He may in particular ask the carrier

a) to discontinue the carriage of the goods;

b) to delay the delivery of the goods;

c) to deliver the goods to a consignee different from the one entered on the consignment note;

d) to deliver the goods at a place other than the place of destination entered on the consignment note.

§ 2 The consignor's right to modify the contract of carriage shall, notwithstanding that he is in possession of the duplicate of the consignment note, be extinguished in cases where the consignee

a) has taken possession of the consignment note;

b) has accepted the goods;

c) has asserted his rights in accordance with Article 17

§ 3;

d) is entitled, in accordance with § 3, to give orders; from that time onwards, the carrier shall comply with the orders and instructions of the consignee.

§ 3 The consignee shall have the right to modify the contract of carriage from the time when the consignment note is drawn up, unless the consignor indicates to the contrary on the consignment note.

§ 4 The consignee's right to modify the contract of carriage shall be extinguished in cases where he has

a) taken possession of the consignment note;

b) accepted the goods;

c) asserted his rights in accordance with Article 17 § 3;

d) given instructions for delivery of the goods to another person in accordance with § 5 and when that person has asserted his rights in accordance with Article 17 § 3.

§ 5 If the consignee has given instructions for delivery of the goods to another person, that person shall not be entitled to modify the contract of carriage.

2. Šteje se, da sta izročitvi prejemniku, če je v skladu s predpisi, veljavnimi v kraju izročitve, enakovredna:

a) predaja blaga carinski ali davčni upravi v njenih delovnih ali skladiščnih prostorih, če ti niso pod prevoznikovim nadzorom;

b) uskladiščenje blaga pri prevozniku, špediterju ali v javnem skladišču.

3. Po prispetju blaga v namembni kraj lahko prejemnik zahteva od prevoznika, da mu preda tovorni list in izroči blago. Če se ugotovi izguba blaga ali če blago ne prispe v roku, določenem v prvem odstavku 29. člena, lahko prejemnik v svojem imenu uveljavlja proti prevozniku svoje pravice iz prevozne pogodbe.

4. Upravičenec lahko tudi po prejemu tovarnega lista in plačilu terjatev iz prevozne pogodbe zavrne prevzem blaga, dokler se ne ugotovi njegovi zahtevi po preverjanju, da se ugotovi domnevna izguba ali poškodba blaga.

5. Blago se sicer izroča po predpisih, veljavnih v kraju izročitve.

6. Če je bilo blago izročeno prejemniku, ne da bi bilo prej plačano ustrezno plačilo po povzetju, mora prevoznik pošiljatelju povrniti škodo do zneska plačila po povzetju, kar pa ne vpliva na njegovo pravico do povrnitve stroškov do prejemnika.

18. člen

Pravica do razpolaganja z blagom

1. Pošiljatelj ima pravico razpolagati z blagom in spremeniti prevozno pogodbo s poznejšimi odredbami. Še zlasti lahko od prevoznika zahteva, da:

a) blaga ne prevaža naprej;

b) odloži izročitev blaga;

c) izroči blago drugemu prejemniku, kot je naveden v tovornem listu;

d) izroči blago na drugem kraju izročitve, kot je naveden v tovornem listu.

2. Pošiljateljeva pravica, da spremeni prevozno pogodbo, preneha, ne glede na to, ali ima dvojni tovarnega lista, v teh primerih:

a) prejemnik je prevzel tovorni list;

b) prejemnik je sprejel blago;

c) prejemnik je uveljavil svoje pravice v skladu s tretjim odstavkom 17. člena;

d) prejemnik ima v skladu s tretjim odstavkom pravico odrejati; od tistega trenutka naprej se mora prevoznik ravnati po odredbah in navodilih prejemnika.

3. Če je v tovornem listu opomba pošiljatelja o nasprotnem, ima prejemnik pravico spremeniti prevozno pogodbo od izdaje tovarnega lista naprej.

4. Pravica prejemnika, da spremeni prevozno pogodbo, preneha, če je prejemnik:

a) že prevzel tovorni list;

b) sprejel blago;

c) uveljavil svoje pravice v skladu s tretjim odstavkom 17. člena;

d) v skladu s petim odstavkom dal navodila za izročitev blaga drugi osebi in je ta v skladu s tretjim odstavkom 17. člena že uveljavila svoje pravice.

5. Če je prejemnik blaga dal navodila za izročitev blaga drugi osebi, ta nima pravice spreminjati prevozne pogodbe.

Article 19**Exercise of the right to dispose of the goods**

§ 1 If the consignor or, in the case referred to in Article 18 § 3, the consignee wishes to modify the contract of carriage by giving subsequent orders, he must produce to the carrier the duplicate of the consignment note on which the modifications have to be entered.

§ 2 The consignor or, in the case referred to in Article 18 § 3, the consignee must compensate the carrier for the costs and the prejudice arising from the carrying out of subsequent modifications.

§ 3 The carrying out of the subsequent modifications must be possible, lawful and reasonable to require at the time when the orders reach the person who is to carry them out, and must in particular neither interfere with the normal working of the carrier's undertaking nor prejudice the consignors or consignees of other consignments.

§ 4 The subsequent modifications must not have the effect of splitting the consignment.

§ 5 When, by reason of the conditions provided for in § 3, the carrier cannot carry out the orders which he receives he shall immediately notify the person from whom the orders emanate.

§ 6 In the case of fault of the carrier he shall be liable for the consequences of failure to carry out an order or failure to carry it out properly. Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the goods.

§ 7 If the carrier implements the consignor's subsequent modifications without requiring the production of the duplicate of the consignment note, the carrier shall be liable to the consignee for any loss or damage sustained by him if the duplicate has been passed on to the consignee. Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the goods.

Article 20**Circumstances preventing carriage**

§ 1 When circumstances prevent the carriage of goods, the carrier shall decide whether it is preferable to carry the goods as a matter of course by modifying the route or whether it is advisable, in the interest of the person entitled, to ask him for instructions while giving him any relevant information available to the carrier.

§ 2 If it is impossible to continue carrying the goods, the carrier shall ask for instructions from the person who has the right to dispose of the goods. If the carrier is unable to obtain instructions within a reasonable time he must take such steps as seem to him to be in the best interests of the person entitled to dispose of the goods.

Article 21**Circumstances preventing delivery**

§ 1 When circumstances prevent delivery, the carrier must without delay inform the consignor and ask him for instructions, save where the consignor has requested, by an entry in the consignment note, that the goods be returned to him as a matter of course in the event of circumstances preventing delivery.

§ 2 When the circumstances preventing delivery cease to exist before arrival of instructions from the consignor to the carrier the goods shall be delivered to the consignee. The consignor must be notified without delay.

§ 3 If the consignee refuses the goods, the consignor shall be entitled to give instructions even if he is unable to produce the duplicate of the consignment note.

§ 4 When the circumstances preventing delivery arise after the consignee has modified the contract of carriage in accordance with Article 18 §§ 3 to 5 the carrier must notify the consignee.

19. člen**Uresničevanje pravice do razpolaganja z blagom**

1. Če pošiljatelj hoče spremeniti prevozno pogodbo s poznejšimi odredbami ali v primeru iz tretjega odstavka 18. člena prejemnik, mora prevozniku predložiti dvojniki tovarnega lista, v katerega je treba vpisati spremembe.

2. Pošiljatelj ali v primeru iz tretjega odstavka 18. člena prejemnik blaga mora prevozniku povrniti vse stroške in vsa škoda, ki nastanejo zaradi izvajanja poznejših sprememb.

3. Poznejše spremembe morajo biti mogoče, dopustno in primerno izvedljive v trenutku, ko odredbe prejme tisti, ki naj bi jih izvajal, in še zlasti ne smejo motiti običajnega prevoznikovega delovanja niti škodovati pošiljateljem ali prejemnikom drugih pošilk.

4. Poznejše spremembe ne smejo imeti za posledico delitve pošiljke.

5. Če prevoznik glede na pogoje iz tretjega odstavka prejetih odredb ne more izvesti, mora o tem nemudoma obvestiti tistega, ki jih je dal.

6. Če je prevoznik kriv, je odgovoren za posledice, da poznejše spremembe ne izvede ali jo izvede pomanjkljivo. Ni pa mu treba plačati višje odškodnine kot ob izgubi blaga.

7. Če prevoznik izvede pošiljateljeve poznejše spremembe, ne da bi zahteval predložitev dvojnika tovarnega lista, prevoznik prejemniku jamči za škodo, ki zaradi tega nastane, če je bil dvojniki tovarnega lista blaga predan prejemniku. Prevozniku pa ni treba plačati višje odškodnine kot pri izgubi blaga.

20. člen**Okoliščine, ki ovirajo prevoz**

1. Če okoliščina ovira prevoz, prevoznik odloči, ali je smiselno, da brez drugih ukrepov samo spremeni prevozno pot in nadaljuje prevoz blaga, ali pa je v interesu imetnika razpolagalne pravice, da ga prevoznik zaprosi za ustrezno navodilo, pri čemer mu sporoči vse potrebne podatke, ki jih ima na razpolago.

2. Če s prevozom blaga ni mogoče nadaljevati, prevoznik prosi za navodilo imetnika razpolagalne pravice. Če prevoznik ne more dobiti navodila v primernem času, mora izvesti ukrepe, za katere meni, da najboljše ustrezajo koristim imetnika razpolagalne pravice.

21. člen**Okoliščine, ki ovirajo izročitev**

1. Če okoliščine ovirajo izročitev, mora prevoznik o tem nemudoma obvestiti pošiljatelja in ga zaprositi za navodila, razen če ni pošiljatelj z ustrezno izjavo, vpisano v tovarni list, zahteval, da se blago ob nastopu okoliščin, ki ovirajo izročitev, vrne njemu.

2. Če okoliščine, ki ovirajo izročitev, prenehajo, preden pošiljateljeva navodila prispejo do prevoznika, je treba blago izročiti prejemniku. O tem je treba nemudoma obvestiti pošiljatelja.

3. Če prejemnik zavrne prevzem blaga, ima pošiljatelj pravico dati ustrezna navodila, tudi če ne more predložiti dvojnika tovarnega lista.

4. Če se okoliščine, ki ovirajo izročitev, pojavijo po tem, ko prejemnik spremeni prevozno pogodbo v skladu s tretjim do petim odstavkom 18. člena, mora prevoznik o tem obvestiti prejemnika.

Article 22**Consequences of circumstances preventing carriage and delivery**

§ 1 The carrier shall be entitled to recover the costs occasioned by

- a) his request for instructions,
- b) the carrying out of instructions received,
- c) the fact that instructions requested do not reach him or do not reach him in time,
- d) the fact that he has taken a decision in accordance

with Article 20 § 1, without having asked for instructions, unless such costs were caused by his fault. The carrier may in particular recover the carriage charge applicable to the route followed and shall be allowed the transit periods applicable to such route.

§ 2 In the cases referred to in Article 20 § 2 and Article 21 § 1 the carrier may immediately unload the goods at the cost of the person entitled. Thereupon the carriage shall be deemed to be at an end. The carrier shall then be in charge of the goods on behalf of the person entitled. He may, however, entrust them to a third party, and shall then be responsible only for the exercise of reasonable care in the choice of such third party. The charges due under the contract of carriage and all other costs shall remain chargeable against the goods.

§ 3 The carrier may proceed to the sale of the goods, without awaiting instructions from the person entitled, if this is justified by the perishable nature or the condition of the goods or if the costs of storage would be out of proportion to the value of the goods. In other cases he may also proceed to the sale of the goods if within a reasonable time he has not received from the person entitled instructions to the contrary which he may reasonably be required to carry out.

§ 4 If the goods have been sold, the proceeds of sale, after deduction of the costs chargeable against the goods, must be placed at the disposal of the person entitled. If the proceeds of sale are less than those costs, the consignor must pay the difference.

§ 5 The procedure in the case of sale shall be determined by the laws and prescriptions in force at, or by the custom of, the place where the goods are situated.

§ 6 If the consignor, in the case of circumstances preventing carriage or delivery, fails to give instructions within a reasonable time and if the circumstances preventing carriage or delivery cannot be eliminated in accordance with §§ 2 and 3, the carrier may return the goods to the consignor or, if it is justified, destroy them, at the cost of the consignor.

**Title III
Liability****Article 23****Basis of liability**

§ 1 The carrier shall be liable for loss or damage resulting from the total or partial loss of, or damage to, the goods between the time of taking over of the goods and the time of delivery and for the loss or damage resulting from the transit period being exceeded, whatever the railway infrastructure used.

§ 2 The carrier shall be relieved of this liability to the extent that the loss or damage or the exceeding of the transit period was caused by the fault of the person entitled, by an order given by the person entitled other than as a result of the fault of the carrier, by an inherent defect in the goods (decay, wastage etc.) or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.

§ 3 The carrier shall be relieved of this liability to the extent that the loss or damage arises from the special risks inherent in one or more of the following circumstances:

22. člen**Posledice okoliščin, ki ovirajo prevoz in izročitev**

1. Prevoznik ima pravico do povrnitve stroškov, ki jih je imel:

- a) pri zahtevanju navodil;
- b) izvajanju prejetih navodil;
- c) zato ker navodil, ki jih je zahteval, ni prejel oziroma jih ni prejel pravočasno;
- d) zato ker je sprejel odločitev v skladu s prvim odstavkom 20. člena, ne da bi zahteval navodila;

razen če niso ti stroški nastali po njegovi krivdi. Prevoznik ima še zlasti pravico zaračunati prevoznino, ki velja za opravljeno prevozno pot in lahko prilagodi izročilni rok tej poti.

2. V primerih iz drugega odstavka 20. člena in prvega odstavka 21. člena lahko prevoznik nemudoma razloži blago na stroške upravičenca. Po razložitvi velja prevoz za končnega. Po tem mora prevoznik blago hraniti za imetnika razpolagalne pravice. Prevoznik pa lahko hrambo blaga zaupa tudi tretji osebi in je v tem primeru odgovoren samo za skrbno izbiranje te tretje osebe. Blago ostane še naprej obremenjeno s terjatvami iz prevozne pogodbe in vsemi drugimi stroški.

3. Prevoznik lahko poskrbi za prodajo blaga, ne da bi čakal na navodila upravičenca, če gre za pokvarljivo blago ali če stanje blaga upravičuje tak ukrep ali če stroški hrambe niso sorazmerni z vrednostjo blaga. Za prodajo blaga lahko poskrbi tudi v drugih primerih, če v primernem roku ne prejme nasprotnih navodil upravičenca, katerih izvedba se lahko upravičeno zahteva od njega.

4. Če se blago proda, se iztržek od prodaje po odbitku stroškov, ki bremenijo blago, da na razpolago upravičencu. Če je iztržek od prodaje manjši od teh stroškov, mora razliko poravnati pošiljatelj.

5. Vrsta in način prodaje se določita v skladu z zakoni in predpisi, veljavnimi v kraju, v katerem je blago, ali pa v skladu s poslovnimi običaji tega kraja.

6. Če pošiljatelj pri okoliščinah, ki ovirajo prevoz ali izročitev, ne da navodil v primernem času in če se okoliščine, ki ovirajo prevoz ali izročitev, ne dajo odpraviti v skladu z drugim in tretjim odstavkom, lahko prevoznik pošlje blago nazaj pošiljatelju na njegove stroške, ali če je to upravičeno, blago uniči.

**III. del
Odgovornost****23. člen****Podlaga za odgovornost**

1. Prevoznik je odgovoren za škodo, ki nastane zaradi celotne ali delne izgube ali poškodbe blaga od prevzema blaga do njegove izročitve ter tudi prekoračitve izročilnega roka, ne glede na to, katera železniška infrastruktura se uporablja.

2. Prevoznik ni odgovoren, če je izguba, poškodba ali prekoračitev izročilnega roka nastala po krivdi upravičenca ali zaradi upravičenčeve odredbe, za katero ni kriv prevoznik, ali pomanjkljivosti blaga samega (kvarjenje blaga, kalo itd.) ali okoliščin, ki se jim prevoznik ni mogel izogniti, njihovih posledic pa ne preprečiti.

3. Prevoznik ni odgovoren, če je izguba ali poškodba nastala zaradi posebne nevarnosti, povezane z eno ali več navedenimi okoliščinami:

a) carriage in open wagons pursuant to the General Conditions of Carriage or when it has been expressly agreed and entered in the consignment note; subject to damage sustained by the goods because of atmospheric influences, goods carried in intermodal transport units and in closed road vehicles carried on wagons shall not be considered as being carried in open wagons; if for the carriage of goods in open wagons, the consignor uses sheets, the carrier shall assume the same liability as falls to him for carriage in open wagons without sheeting, even in respect of goods which, according to the General Conditions of Carriage, are not carried in open wagons;

b) absence or inadequacy of packaging in the case of goods which by their nature are liable to loss or damage when not packed or when not packed properly;

c) loading of the goods by the consignor or unloading by the consignee;

d) the nature of certain goods which particularly exposes them to total or partial loss or damage, especially through breakage, rust, interior and spontaneous decay, desiccation or wastage;

e) irregular, incorrect or incomplete description or numbering of packages;

f) carriage of live animals;

g) carriage which, pursuant to applicable provisions or agreements made between the consignor and the carrier and entered on the consignment note, must be accompanied by an attendant, if the loss or damage results from a risk which the attendant was intended to avert.

Article 24

Liability in case of carriage of railway vehicles as goods

§ 1 In case of carriage of railway vehicles running on their own wheels and consigned as goods, the carrier shall be liable for the loss or damage resulting from the loss of, or damage to, the vehicle or to its removable parts arising between the time of taking over for carriage and the time of delivery and for loss or damage resulting from exceeding the transit period, unless he proves that the loss or damage was not caused by his fault.

§ 2 The carrier shall not be liable for loss or damage resulting from the loss of accessories which are not mentioned on both sides of the vehicle or in the inventory which accompanies it.

Article 25

Burden of proof

§ 1 The burden of proving that the loss, damage or exceeding of the transit period was due to one of the causes specified in Article 23 § 2 shall lie on the carrier.

§ 2 When the carrier 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 23 § 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 in part to one of those risks.

§ 3 The presumption according to § 2 shall not apply in the case provided for in Article 23 § 3, letter a) if an abnormally large quantity has been lost or if a package has been lost.

Article 26

Successive carriers

If carriage governed by a single contract is performed by several successive carriers, each carrier, by the very act of taking over the goods with the consignment note, shall become a party to the contract of carriage in accordance

a) prevoz v odprtih vagonih v skladu s splošnimi prevoznimi pogoji ali če je tako izrecno dogovorjeno in vpisano v tovorni list; za blago v intermodalnih prevoznih enotah in zaprtih cestnih vozilih, ki se prevažajo na železniških vagonih, ne velja, da se prevažajo v odprtih vagonih, razen če se blago ne poškoduje zaradi vremenskih vplivov; če pošiljatelj pri prevozu blaga v odprtih vagonih uporablja ponjave, je prevoznik odgovoren samo v enakem obsegu, kot je odgovoren pri prevozu v odprtih vagonih brez ponjav, celo če gre pri tem za blago, ki se v skladu s splošnimi prevoznimi pogoji ne prevažajo v odprtih vagonih;

b) odsotnost ali pomanjkljivosti embalaže pri blagu, ki se glede na svojo naravo lahko ob odsotnosti ali pomanjkljivosti embalaže izgubi ali poškoduje;

c) pošiljateljevo nakladanje blaga ali prejemnikovo razkladanje blaga;

d) narava blaga, zaradi katere se lahko blago popolnoma ali delno izgubi ali poškoduje zlasti zaradi zloma, rjavenja, kvarjenja, izsušitve ali razsutja;

e) nepravilno, netočno ali nepopolno označevanje ali oštevilčenje kosov tovora;

f) prevoz živih živali;

g) prevoz, ki ga mora v skladu z ustreznimi določbami ali dogovorom, sklenjenim med pošiljateljem in prevoznikom ter vpisanim v tovorni list spremljati spremljevalec; to velja, če je izguba ali poškodba nastala zaradi nevarnosti, ki naj bi jo preprečil spremljevalec.

24. člen

Odgovornost pri prevozu železniških vozil kot blaga

1. Pri prevozu železniških vozil, ki se prevažajo na lastnih kolesih in so bila predana v prevoz kot blago, je prevoznik odgovoren za škodo, ki nastane zaradi izgube ali poškodbe železniškega vozila ali njegovih sestavnih delov od prevzema do izročitve ter tudi zaradi prekoračitve izročilnega roka, razen če prevoznik dokaže, da ta škoda ni nastala po njegovi krivdi.

2. Prevoznik ni odgovoren za izgubo nepritrjenih sestavnih delov, ki niso napisani na obeh straneh vozila, ali v popisu, ki ga spremlja.

25. člen

Dokazno breme

1. Prevoznik nosi dokazno breme, da je izguba, poškodba ali prekoračitev izročilnega roka nastala zaradi enega od dejstev, navedenih v drugem odstavku 23. člena.

2. Če prevoznik dokaže, da je izguba ali poškodba glede na okoliščine danega primera lahko nastala zaradi ene ali več posebnih nevarnosti, navedenih v tretjem odstavku 23. člena, se domneva, da je škoda dejansko tako nastala. Toda upravičenec ima pravico dokazati, da škoda ni oziroma ni v celoti nastala zaradi ene od teh nevarnosti.

3. Domneva iz drugega odstavka v primeru, navedenem v točki a) tretjega odstavka 23. člena, ne velja, če je izguba izredno velika ali če je bil izgubljen cel kos tovora.

26. člen

Zaporedni prevozniki

Če prevoz, ki ga ureja ena sama prevozna pogodba, opravlja več zaporednih prevoznikov, potem vsak prevoznik, s tem da prevzame blago s tovornim listom, postane pogodbenica prevozne pogodbe v skladu s to listino in prevzame

with the terms of that document and shall assume the obligations arising therefrom. In such a case each carrier shall be responsible in respect of carriage over the entire route up to delivery.

Article 27
Substitute carrier

§ 1 Where the carrier has entrusted the performance of the carriage, in whole or in part, to a substitute carrier, whether or not in pursuance of a right under the contract of carriage to do so, the carrier shall nevertheless remain liable in respect of the entire carriage.

§ 2 All the provisions of these Uniform Rules governing the liability of the carrier shall also apply to the liability of the substitute carrier for the carriage performed by him. Articles 36 and 41 shall apply if an action is brought against the servants and any other persons whose services the substitute carrier makes use of for the performance of the carriage.

§ 3 Any special agreement under which the carrier assumes obligations not imposed by these Uniform Rules or waives rights conferred by these Uniform Rules shall be of no effect in respect of the substitute carrier who has not accepted it expressly and in writing. Whether or not the substitute carrier has accepted it, the carrier shall nevertheless remain bound by the obligations or waivers resulting from such special agreement.

§ 4 Where and to the extent that both the carrier and the substitute carrier are liable, their liability shall be joint and several.

§ 5 The aggregate amount of compensation payable by the carrier, the substitute carrier and their servants and other persons whose services they make use of for the performance of the carriage shall not exceed the limits provided for in these Uniform Rules.

§ 6 This article shall not prejudice rights of recourse which may exist between the carrier and the substitute carrier.

Article 28
**Presumption of loss or damage in case of
reconsignment**

§ 1 When a consignment consigned in accordance with these Uniform Rules has been reconsigned subject to these same Rules and partial loss or damage has been ascertained after that reconsignment, it shall be presumed that it occurred under the latest contract of carriage if the consignment remained in the charge of the carrier and was reconsigned in the same condition as when it arrived at the place from which it was reconsigned.

§ 2 This presumption shall also apply when the contract of carriage prior to the reconsignment was not subject to these Uniform Rules, if these Rules would have applied in the case of a through consignment from the first place of consignment to the final place of destination.

§ 3 This presumption shall also apply when the contract of carriage prior to the reconsignment was subject to a convention concerning international through carriage of goods by rail comparable with these Uniform Rules, and when this convention contains the same presumption of law in favour of consignments consigned in accordance with these Uniform Rules.

Article 29
Presumption of loss of the goods

§ 1 The person entitled may, without being required to furnish further proof, consider the goods as lost when they have not been delivered to the consignee or placed at his disposal within thirty days after the expiry of the transit periods.

obveznosti, ki iz nje izhajajo. V tem primeru je vsak prevoznik odgovoren za prevoz na vsej poti do izročitve.

27. člen
Nadomestni prevoznik

1. Če prevoznik izvedbo prevoza v celoti ali delno zaupa nadomestnemu prevozniku, ne glede na to, ali ima na podlagi prevozne pogodbe do tega pravico ali ne, ostane prevoznik kljub temu še naprej odgovoren za celoten prevoz.

2. Vse določbe teh enotnih pravil, ki določajo prevoznikovo odgovornost, veljajo tudi za odgovornost nadomestnega prevoznika za prevoz, ki ga opravlja. Če je vložena tožba proti uslužbencem in drugim osebam, katerih storitve uporablja nadomestni prevoznik za opravljanje prevoza, je treba uporabiti 36. in 41. člen.

3. Kateri koli poseben dogovor, s katerim prevoznik prevzema obveznosti, ki mu jih ne nalagajo ta enotna pravila, ali se odpove pravicam, ki jih ima po njih, se nanaša na nadomestnega prevoznika, če je v to izrecno privolil v pisni obliki. Ne glede na to, ali se je nadomestni prevoznik s tem strinjal ali ne, za prevoznika še naprej veljajo iz takega posebnega dogovora izhajajoče obveznosti oziroma odpovedi pravicam.

4. Če sta prevoznik in nadomestni prevoznik odgovorna in v obsegu, v katerem sta odgovorna, sta odgovorna solidarno.

5. Skupen znesek odškodnine, ki ga je mogoče zaračunati prevozniku, nadomestnemu prevozniku ter njunim uslužbencem in drugim osebam, katerih storitve uporablja za opravljanje prevoza, ne presega najvišjih dopustnih zneskov, določenih v teh enotnih pravilih.

6. Ta člen ne vpliva na pravice do povrnitve stroškov med prevoznikom in nadomestnim prevoznikom.

28. člen
**Domneva o izgubi ali škodi pri ponovni predaji
pošiljke**

1. Če se pošiljka, ki je bila predana v prevoz v skladu s temi enotnimi pravili, znova preda v skladu z njimi in se po tej ponovni predaji ugotovi delna izguba ali poškodba, se domneva, da je ta delna izguba ali poškodba nastala med veljavnostjo zadnje prevozne pogodbe, če je pošiljka ostala v hrambi prevoznika in je bila ponovno predana v istem stanju, v katerem je prispela v kraj ponovne predaje.

2. Ta domneva velja tudi, če za prevozno pogodbo, veljavno pred ponovno predajo, niso veljala ta enotna pravila, vendar le, če bi ta pravila veljala za direktno pošiljko od kraja predaje v prevoz do končnega namembnega kraja.

3. Ta domneva velja tudi, če je za prevozno pogodbo, veljavno pred ponovno predajo, veljala kaka druga konvencija o direktnem mednarodnem železniškem prevozu blaga, primerljiva s temi enotnimi pravili, in če taka konvencija vsebuje enako pravno domnevo v korist pošiljk, ki so bile predane v skladu s temi pravili.

29. člen
Domneva o izgubi blaga

1. Upravičenec lahko blago obravnava kot izgubljeno, ne da bi mu bilo treba predložiti za to še dodatne dokaze, če blago v 30 dneh po poteku izročilnega roka ni bilo izročeno prejemniku ali mu dano na razpolago.

§ 2 The person entitled may, on receipt of the payment of compensation for the goods lost, make a written request to be notified without delay should the goods be recovered within one year after the payment of compensation. The carrier shall acknowledge such request in writing.

§ 3 Within thirty days after receipt of a notification referred to in § 2, the person entitled may require the goods to be delivered to him against payment of the costs resulting from the contract of carriage and against refund of the compensation received, less, where appropriate, costs which may have been included therein. Nevertheless he shall retain his rights to claim compensation for exceeding the transit period provided for in Articles 33 and 35.

§ 4 In the absence of the request referred to in § 2 or of instructions given within the period specified in § 3, or if the goods are recovered more than one year after the payment of compensation, the carrier shall dispose of them in accordance with the laws and prescriptions in force at the place where the goods are situated.

Article 30

Compensation for loss

§ 1 In case of total or partial loss of the goods, the carrier 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 usual value of goods of the same kind and quality on the day and at the place where the goods were taken over.

§ 2 Compensation shall not exceed 17 units of account per kilogramme of gross mass short.

§ 3 In case of loss of a railway vehicle running on its own wheels and consigned as goods, or of an intermodal transport unit, or of their removable parts, the compensation shall be limited, to the exclusion of all other damages, to the usual value of the vehicle or the intermodal transport unit, or their removable parts, on the day and at the place of loss. If it is impossible to ascertain the day or the place of the loss, the compensation shall be limited to the usual value on the day and at the place where the vehicle has been taken over by the carrier.

§ 4 The carrier must, in addition, refund the carriage charge, customs duties already paid and other sums paid in relation to the carriage of the goods lost except excise duties for goods carried under a procedure suspending those duties.

Article 31

Liability for wastage in transit

§ 1 In respect of goods which, by reason of their nature, are generally subject to wastage in transit by the sole fact of carriage, the carrier shall only be liable to the extent that the wastage exceeds the following allowances, whatever the length of the route:

- a) two per cent of the mass for liquid goods or goods consigned in a moist condition;
- b) one per cent of the mass for dry goods.

§ 2 The limitation of liability provided for in § 1 may not be invoked if, having regard to the circumstances of a particular case, it is proved that the loss was not due to causes which would justify the allowance.

§ 3 Where several packages are carried under a single consignment note, the wastage in transit shall be calculated separately for each package if its mass on consignment is shown separately on the consignment note or can be ascertained otherwise.

§ 4 In case of total loss of goods or in case of loss of a package, no deduction for wastage in transit shall be made in calculating the compensation.

§ 5 This Article shall not derogate from Articles 23 and 25.

2. Upravičenec lahko ob prejemu odškodnine za izgubljeno blago pisno zahteva, naj ga nemudoma obvestijo, če se blago najde v enem letu po plačilu odškodnine. Prevoznik pisno potrdi tako zahtevo.

3. Upravičenec lahko v 30 dneh po prejemu obvestila iz drugega odstavka zahteva, da se mu blago izroči v zameno za plačilo stroškov, ki izhajajo iz prevozne pogodbe, in povrnitev prejete odškodnine, od katere se, če je to primerno, odštejejo v tej odškodnini vsebovani stroški. Upravičenec pa ohrani svoje pravice do odškodnine zaradi prekoračitve izročilnega roka v skladu s 33. in 35. členom.

4. Če se ne vloži zahteva, omenjena v drugem odstavku, ali če se v roku, navedenem v tretjem odstavku, ne izda nobeno navodilo, ali če se blago najde pozneje kot leto dni po izplačilu odškodnine, potem prevoznik razpolaga z blagom v skladu z zakoni in predpisi, ki veljajo v kraju, v katerem je blago.

30. člen

Odškodnina pri izgubi

1. Pri popolni ali delni izgubi blaga mora prevoznik plačati le odškodnino, ki se izračuna na podlagi borzne cene, ali če je primerno, cene na trgu, če pa nobena od teh dveh vrst cen ni na razpolago, na podlagi običajne vrednosti blaga iste vrste in kakovosti na dan in v kraju, v katerem je bilo blago prevzeto.

2. Odškodnina ne presega 17 obračunskih enot za manjkajoči kilogram bruto mase.

3. Pri izgubi železniškega vozila na lastnih kolesih, ki je bilo predano v prevoz kot blago, ali intermodalne prevozne enote ali njenih sestavnih delov se odškodnina omejuje izključno na običajno vrednost vozila ali intermodalne prevozne enote ali njenih sestavnih delov na dan in v kraju izgube. Če dneva ali kraja izgube ni mogoče ugotoviti, se odškodnina omejuje na običajno vrednost na dan in v kraju prevzema.

4. Prevoznik mora poleg tega povrniti prevoznino, že plačane carine in druge zneske, plačane v zvezi s prevozom izgubljenega blaga, razen trošarin za blago, ki se prevažata med postopkom odmerjanja davka.

31. člen

Odgovornost za kalo pri prevozu

1. Za blago, pri katerem zaradi njegovih lastnosti pri prevozu praviloma prihaja do kala, je prevoznik ne glede na dolžino prevožene poti odgovoren le za tisti del kala, ki presega te odstotne vrednosti:

a) dva odstotka mase pri tekočem ali v vlažnem stanju predanem blagu;

b) en odstotek mase pri suhem blagu.

2. Na omejitev odgovornosti iz prvega odstavka se prevoznik ne more sklicevati, če se glede na okoliščine v danem primeru dokaže, da izguba ni nastala zaradi vzrokov, za katere veljajo navedeni dopustni odstotki.

3. Če se več kosov tovora prevažata z istim tovornim listom, se izračuna kalo za vsak kos tovora, če je njegova masa ob predaji v prevoz posamično navedena v tovornem listu ali pa jo je mogoče ugotoviti na kak drug način.

4. Pri popolni izgubi blaga ali izgubi posameznih kosov tovora pri izračunavanju odškodnine za kalo ni nobenega odbitka.

5. Ta člen ne vpliva na določbe 23. in 25. člena.

Article 32**Compensation for damage**

§ 1 In case of damage to goods, the carrier must pay compensation equivalent to the loss in value of the goods, to the exclusion of all other damages. The amount shall be calculated by applying to the value of the goods defined in accordance with Article 30 the percentage of loss in value noted at the place of destination.

§ 2 The compensation shall 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.

§ 3 In case of damage to a railway vehicle running on its own wheels and consigned as goods, or of an intermodal transport unit, or of their removable parts, the compensation shall be limited, to the exclusion of all other damages, to the cost of repair. The compensation shall not exceed the amount payable in case of loss.

§ 4 The carrier must also refund the costs provided for in Article 30 § 4, in the proportion set out in § 1.

Article 33**Compensation for exceeding the transit period**

§ 1 If loss or damage results from the transit period being exceeded, the carrier must pay compensation not exceeding four times the carriage charge.

§ 2 In case of total loss of the goods, the compensation provided for in § 1 shall not be payable in addition to that provided for in Article 30.

§ 3 In case of partial loss of the goods, the compensation provided for in § 1 shall not exceed four times the carriage charge in respect of that part of the consignment which has not been lost.

§ 4 In case of damage to the goods, not resulting from the transit period being exceeded, the compensation provided for in § 1 shall, where appropriate, be payable in addition to that provided for in Article 32.

§ 5 In no case shall the total of compensation provided for in § 1 together with that provided for in Articles 30 and 32 exceed the compensation which would be payable in case of total loss of the goods.

§ 6 If, in accordance with Article 16 § 1, the transit period has been established by agreement, other forms of compensation than those provided for in § 1 may be so agreed. If, in this case, the transit periods provided for in Article 16 §§ 2 to 4 are exceeded, the person entitled may claim either the compensation provided for in the agreement mentioned above or that provided for in §§ 1 to 5.

Article 34**Compensation in case of declaration of value**

The consignor and the carrier may agree that the consignor shall declare in the consignment note a value for the goods exceeding the limit provided for in Article 30 § 2. In such a case the amount declared shall be substituted for that limit.

Article 35**Compensation in case of interest in delivery**

The consignor and the carrier may agree that the consignor may declare, by entering an amount in figures in the consignment note, a special interest in delivery, in case of loss, damage or exceeding of the transit period. In case of a declaration of interest in delivery further compensation for loss or damage proved may be claimed, in addition to the compensation provided for in Articles 30, 32 and 33, up to the amount declared.

32. člen**Odškodnina pri poškodbi blaga**

1. Pri poškodbi blaga mora prevoznik plačati le odškodnino, ki ustreza zmanjšanju vrednosti blaga. Izračun tega zneska mora temeljiti na odstotku, za katerega se zmanjša vrednost blaga, določena v skladu s 30. členom.

2. Odškodnina ne presega:

a) zneska, ki bi ga bilo treba plačati pri popolni izgubi pošiljke, če se je zaradi poškodbe zmanjšala vrednost vse pošiljke;

b) zneska, ki bi ga bilo treba plačati pri izgubi dela pošiljke, ki se mu je zmanjšala vrednost, če se je zaradi poškodbe zmanjšala vrednost le delu pošiljke.

3. Pri poškodbi železniškega vozila na lastnih kolesih, ki je bilo predano v prevoz kot blago, ali intermodalne prevozne enote ali njunih sestavnih delov se odškodnina omejuje le na stroške popravila. Odškodnina ne presega zneska, ki bi ga bilo treba plačati pri izgubi.

4. Prevoznik mora razen tega povrniti tudi stroške, določene v četrtem odstavku 30. člena, in sicer v razmerju, določenem v prvem odstavku.

33. člen**Odškodnina pri prekoračitvi izročilnega roka**

1. Če je zaradi prekoračitve izročilnega roka nastala škoda, kamor lahko spada tudi poškodba, mora prevoznik plačati odškodnino, ki ne presega štirikratne prevoznine.

2. Pri popolni izgubi blaga ni treba poleg odškodnine, določene v 30. členu, plačati še odškodnine, določene v prvem odstavku.

3. Pri delni izgubi blaga odškodnina iz prvega odstavka ne presega štirikratne prevoznine za tisti del pošiljke, ki ni izgubljen.

4. Pri poškodbi blaga, ki ni nastala zaradi prekoračitve izročilnega roka, se, če je ustrezno, poleg odškodnine, določene v 32. členu, plača tudi odškodnina, določena v prvem odstavku.

5. V nobenem primeru skupna vsota odškodnine iz prvega odstavka in odškodnin iz 30. in 32. člena ne sme presežati odškodnine, ki bi jo bilo treba plačati pri popolni izgubi blaga.

6. Če je v skladu s prvim odstavkom 16. člena izročilni rok določen z dogovorom, je lahko v njem odškodninska določba, ki se ne ujema s tisto iz prvega odstavka. Če se v tem primeru prekoračijo izročilni roki iz drugega do četrtega odstavka 16. člena, lahko upravičenec zahteva odškodnino, določeno v omenjenem dogovoru, ali pa odškodnino, določeno v prvem do petem odstavku.

34. člen**Odškodnina pri navedbi vrednosti**

Pošiljatelj in prevoznik se lahko dogovorita, da pošiljatelj v tovornem listu navede vrednost blaga, ki presega največjo dopustno vrednost, predvideno v drugem odstavku 30. člena. V tem primeru se namesto te največje dopustne vrednosti upošteva znesek, naveden v tovornem listu.

35. člen**Odškodnina pri zavarovanju redne izročitve**

Pošiljatelj in prevoznik se lahko dogovorita, da pošiljatelj z vpisom številčnega zneska v tovorni list zavaruje redno izročitev ob izgubi, poškodbi ali prekoračitvi izročilnega roka. Pri zavarovanju redne izročitve se lahko poleg odškodnin, določenih v 30., 32. in 33. členu, zahteva dodatna odškodnina za dokazano izgubo ali škodo do navedenega zneska.

Article 36**Loss of right to invoke the limits of liability**

The limits of liability provided for in Article 15 § 3, Article 19 §§ 6 and 7, Article 30 and Articles 32 to 35 shall not apply if it is proved that the loss or damage results from an act or omission, which the carrier 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 37**Conversion and interest**

§ 1 Where the calculation of the compensation requires the conversion of sums expressed in foreign currency, conversion shall be at the exchange rate applicable on the day and at the place of payment of compensation.

§ 2 The person entitled may claim interest on compensation, calculated at five per cent per annum, from the day of the claim provided for in Article 43 or, if no such claim has been made, from the day on which legal proceedings were instituted.

§ 3 If the person entitled does not submit to the carrier, within a reasonable time allotted to him, the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the time allotted and the actual submission of such documents.

Article 38**Liability in respect of rail-sea traffic**

§ 1 In rail-sea carriage by the services referred to in Article 24 § 1 of the Convention any Member State may, by requesting that a suitable note be included in the list of services to which these Uniform Rules apply, add the following grounds for exemption from liability in their entirety to those provided for in Article 23:

a) fire, if the carrier proves that it was not caused by his act or default, or that of the master, a mariner, the pilot or the carrier's servants;

b) saving or attempting to save life or property at sea;

c) loading of goods on the deck of the ship, if they are so loaded with the consent of the consignor given on the consignment note and are not in wagons;

d) perils, dangers and accidents of the sea or other navigable waters.

§ 2 The carrier may only avail himself of the grounds for exemption referred to in § 1 if he proves that the loss, damage or exceeding the transit period occurred in the course of the journey by sea between the time when the goods were loaded on board the ship and the time when they were unloaded from the ship.

§ 3 When the carrier relies on the grounds for exemption referred to in § 1, he shall nevertheless remain liable if the person entitled proves that the loss, damage or exceeding the transit period is due to the fault of the carrier, the master, a mariner, the pilot or the carrier's servants.

§ 4 Where a sea route is served by several undertakings included in the list of services in accordance with Article 24 § 1 of the Convention, the liability regime applicable to that route must be the same for all those undertakings. In addition, where those undertakings have been included in the list at the request of several Member States, the adoption of this regime must be the subject of prior agreement between those States.

§ 5 The measures taken in accordance with §§ 1 and 4 shall be notified to the Secretary General. They shall come into force at the earliest at the expiry of a period of thirty days from the day on which the Secretary General notifies them to the other Member States. Consignments already in transit shall not be affected by such measures.

36. člen**Izguba pravice do omejitve odgovornosti**

Omejitve odgovornosti, določene v tretjem odstavku 15. člena, šestem in sedmem odstavku 19. člena, 30. členu in 32. do 35. členu, ne veljajo, če se dokaže, da je škoda nastala zaradi prevoznikovega dejanja ali opustitve, storjene namenoma ali iz malomarnosti in z zavedanjem, da bo taka škoda verjetno nastala.

37. člen**Preračunavanje in obresti**

1. Če je treba pri izračunavanju odškodnine preračunati zneske, izražene v tuji valuti, se ti preračunajo po tečaju, ki velja na dan in v kraju plačila odškodnine.

2. Upravičenec lahko na podlagi dolžne odškodnine zahteva petodstotne letne obresti, ki začnejo teči na dan vložitve zahtevka iz 43. člena, če pa zahtevka ni vložil, na dan, ko se začne sodni postopek.

3. Če upravičenec prevozniku v sprejemljivem za to določenem roku ne predloži dokaznih dokumentov, potrebnih za dokončno obravnavo zahtevka, obresti ne tečejo od poteka tega roka do dejanske predložitve dokaznih dokumentov.

38. člen**Odgovornost v železniško-pomorskem prometu**

1. Pri železniško-pomorskih prevozih po pomorskih progah v skladu s prvim odstavkom 24. člena te konvencije lahko vsaka država članica zahteva, da se ustrezno zaznamkuje v seznam prog, za katere veljajo enotna pravila, in s tem dopolni razloge za popolno oprostitev odgovornosti iz 23. člena še z vsemi navedenimi:

a) požar, če prevoznik dokaže, da ni nastal niti po njegovi krivdi niti po krivdi poveljnika, ladijske posadke, krmarja ali oseb v službi prevoznika;

b) reševanje ali poskus reševanja življenj ali dobrin na morju;

c) skladiščenje blaga na krovu, če je pošiljatelj v tovor-nem listu izrazil, da se strinja s tem, če blago ni v vagonih;

d) nevarnosti in nesreče na morju ali v drugih plov-nih vodah.

2. Prevoznik se lahko sklicuje na razloge za oprostitev odgovornosti, ki so navedeni v prvem odstavku, samo če dokaže, da je izguba, poškodba ali prekoračitev izročilnega roka nastala med prevozom po morju od nakladanja blaga na ladjo do razkladanja blaga z nje.

3. Če se prevoznik sklicuje na razloge za oprostitev odgovornosti, ki so navedeni v prvem odstavku, je kljub temu odgovoren, če upravičenec dokaže, da je izguba, poškodba ali prekoračitev izročilnega roka nastala po krivdi prevoznika, poveljnika, ladijske posadke, krmarja ali oseb v službi prevoznika.

4. Če opravlja prevoz na pomorski progi več podjetij, ki so vpisana v seznam prog iz prvega odstavka 24. člena konvencije, mora za vsa podjetja veljati enak režim odgovornosti. Če so bila ta podjetja vpisana v seznam na zahtevo več držav članic, je za uporabo teh predpisov o odgovornosti potrebno predhodno soglasje teh držav.

5. O ukrepih, ki so bili sprejeti v skladu s prvim in četr-tim odstavkom, je treba obvestiti generalnega sekretarja. Ti ukrepi ne začnejo veljati pred potekom tridesetih dni od dneva, ko generalni sekretar o njih obvesti druge države članice. Ti ukrepi ne veljajo za pošiljke, ki so na poti.

Article 39**Liability in case of nuclear incidents**

The carrier shall be relieved of liability pursuant to these Uniform Rules for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to the laws and prescriptions of a State governing liability in the field of nuclear energy.

Article 40**Persons for whom the carrier is liable**

The carrier shall be liable for his servants and other persons whose services he makes use of for the performance of the carriage, when these servants and other persons are acting within the scope of their functions. The managers of the railway infrastructure on which the carriage is performed shall be considered as persons whose services the carrier makes use of for the performance of the carriage.

Article 41**Other actions**

§ 1 In all cases where these Uniform Rules shall apply, any action in respect of liability, on whatever grounds, may be brought against the carrier only subject to the conditions and limitations laid down in these Uniform Rules.

§ 2 The same shall apply to any action brought against the servants or other persons for whom the carrier is liable pursuant to Article 40.

Title IV
Assertion of Rights

Article 42**Ascertainment of partial loss or damage**

§ 1 When partial loss or damage is discovered or presumed by the carrier or alleged by the person entitled, the carrier must without delay, and if possible in the presence of the person entitled, draw up a report stating, according to the nature of the loss or damage, 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.

§ 2 A copy of the report must be supplied free of charge to the person entitled.

§ 3 Should the person entitled not accept the findings in the report, 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 to the contract of carriage or by a court or tribunal. The procedure to be followed shall be governed by the laws and prescriptions of the State in which such ascertainment takes place.

Article 43**Claims**

§ 1 Claims relating to the contract of carriage must be addressed in writing to the carrier against whom an action may be brought.

§ 2 A claim may be made by persons who have the right to bring an action against the carrier.

§ 3 To make the claim the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods.

§ 4 To make the claim the consignee must produce the consignment note if it has been handed over to him.

§ 5 The consignment note, the duplicate and any other documents which the person entitled thinks fit to submit with the claim must be produced either in the original or as copies, the copies, where appropriate, duly certified if the carrier so requests.

39. člen**Odgovornost pri jedrskih nesrečah**

Prevoznik je oproščen odgovornosti, ki jo ima po enotnih pravilih, če je škodo povzročila jedrska nesreča in je zanj po zakonih in predpisih države o odgovornosti na področju jedrske energije odgovoren upravljavec jedrske naprave ali njemu enakovredna oseba.

40. člen**Osebe, za katere je odgovoren prevoznik**

Prevoznik je odgovoren za svoje uslužbence in druge osebe, katerih storitve uporablja pri prevozu, če jih opravljajo v okviru svojih nalog. Upravljavci železniške infrastrukture, po kateri se odvija prevoz, se štejejo za osebe, storitve katerih prevoznik uporablja za opravljanje prevoza.

41. člen**Druge tožbe**

1. V vseh primerih, za katere veljajo enotna pravila, se lahko vsaka odškodninska tožba, ne glede na to, na kateri pravni podlagi temelji, vložijo proti prevozniku samo v skladu s pogoji in omejitvami teh enotnih pravil.

2. To velja tudi za tožbe proti uslužbencem ali drugim osebam, za katere je prevoznik odgovoren na podlagi 40. člena.

IV. del
Uveljavljanje pravic

42. člen**Ugotavljanje delne izgube ali poškodbe**

1. Če prevoznik odkrije poškodbo ali delno izgubo ali domneva, da je nastala, ali če to trdi upravičenec, mora prevoznik nemudoma, in če je mogoče, v navzočnosti upravičenca sestaviti zapisnik o dejanskem stanju, v katerega glede na vrsto škode vpiše stanje blaga, njegovo maso in po možnosti obseg in vzrok škode in tudi čas njenega nastanka.

2. Izvod tega zapisnika se brezplačno izroči upravičencu.

3. Če se upravičenec ne strinja z ugotovitvami v zapisniku, lahko zahteva, naj stanje in maso blaga ter vzrok in znesek škode ugotovi izvedenec, ki ga imenujeta stranki prevozne pogodbe ali sodišče. Postopek določajo zakoni in predpisi države, v kateri izvedenec opravi to ugotavljanje.

43. člen**Zahtevki**

1. Zahtevke v zvezi s prevozno pogodbo je treba v pisni obliki poslati prevozniku, proti kateremu se lahko zahtevki sodno uveljavljajo.

2. Zahtevke lahko vložijo osebe, ki imajo pravico sodno uveljavljati zahtevke proti prevozniku.

3. Če pošiljatelj vložijo zahtevek, mora predložiti dvojnik tovrnega lista. V nasprotnem primeru mora predložiti soglasje prejemnika blaga ali dokazati, da je zavrnil prevzem blaga.

4. Če prejemnik vložijo zahtevek, mora predložiti tovorni list, če mu je bil izročen.

5. Tovorni list, njegov dvojnik in vse druge listine, ki jih upravičenec želi priložiti zahtevku, mora predložiti kot izvornike ali kopije, ki morajo biti ustrezno overjene, če prevoznik tako zahteva.

§ 6 On settlement of the claim the carrier may require the production, in the original form, of the consignment note, the duplicate or the cash on delivery voucher so that they may be endorsed to the effect that settlement has been made.

Article 44

Persons who may bring an action against the carrier

§ 1 Subject to §§ 3 and 4 actions based on the contract of carriage may be brought:

a) by the consignor, until such time as the consignee has

1. taken possession of the consignment note,
2. accepted the goods, or
3. asserted his rights pursuant to Article 17 § 3 or Article

18 § 3;

b) by the consignee, from the time when he has

1. taken possession of the consignment note,
2. accepted the goods, or
3. asserted his rights pursuant to Article 17 § 3 or Article

18 § 3.

§ 2 The right of the consignee to bring an action shall be extinguished from the time when the person designated by the consignee in accordance with Article 18 § 5 has taken possession of the consignment note, accepted the goods or asserted his rights pursuant to Article 17 § 3.

§ 3 An action for the recovery of a sum paid pursuant to the contract of carriage may only be brought by the person who made the payment.

§ 4 An action in respect of cash on delivery payments may only be brought by the consignor.

§ 5 In order to bring an action the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods. If necessary, the consignor must prove the absence or the loss of the consignment note.

§ 6 In order to bring an action the consignee must produce the consignment note if it has been handed over to him.

Article 45

Carriers against whom an action may be brought

§ 1 Subject to §§ 3 and 4 actions based on the contract of carriage may be brought only against the first carrier, the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.

§ 2 When, in the case of carriage performed by successive carriers, the carrier who must deliver the goods is entered with his consent on the consignment note, an action may be brought against him in accordance with § 1 even if he has received neither the goods nor the consignment note.

§ 3 An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.

§ 4 An action in respect of cash on delivery payments may be brought only against the carrier who has taken over the goods at the place of consignment.

§ 5 An action may be brought against a carrier other than those specified in §§ 1 to 4 when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.

§ 6 To the extent that these Uniform Rules apply to the substitute carrier, an action may also be brought against him.

6. Pri obravnavi zahtevka lahko prevoznik zahteva predložitev izvirmikov tovornega lista, njegovega dvojnika ali potrdila o plačilu po povzetju, da nanje vpiše končno odločitev.

44. člen

Osebe, ki lahko sodno uveljavljajo zahteve proti prevozniku

1. Ob upoštevanju tretjega in četrtega odstavka lahko pravice iz prevozne pogodbe sodno uveljavljata:

a) pošiljatelj do trenutka, ko prejemnik:

1. prevzame tovorni list,
2. sprejme blago ali
3. uveljavi pravice, ki jih ima v skladu s tretjim odstavkom 17. člena ali tretjim odstavkom 18. člena;

b) prejemnik blaga po tem, ko:

1. prevzame tovorni list,
2. sprejme blago ali
3. uveljavi pravice, ki jih ima v skladu s tretjim odstavkom 17. člena ali tretjim odstavkom 18. člena.

2. Prejemnikova pravica, da sodno uveljavlja zahtevek, preneha v trenutku, ko je oseba, ki jo prejemnik imenuje v skladu s petim odstavkom 18. člena, prevzela tovorni list, sprejela blago ali uveljavila pravice, ki jih ima v skladu s tretjim odstavkom 17. člena.

3. Zahtevek za povrnitev zneskov, ki so bili plačani na podlagi prevozne pogodbe, lahko sodno uveljavi le oseba, ki jih je plačala.

4. Zahtevek, ki se nanaša na plačilo po povzetju, lahko sodno uveljavlja le pošiljatelj.

5. Pošiljatelj mora pri sodnem uveljavljanju zahtevkov predložiti dvojnik tovornega lista. V nasprotnem primeru mora predložiti pooblastilo prejemnika ali dokazati, da je prejemnik zavrnil prevzem blaga. Če je treba, mora pošiljatelj dokazati, da tovornega lista ni ali pa je izgubljen.

6. Prejemnik mora pri sodnem uveljavljanju zahtevkov predložiti tovorni list, če mu je bil izročen.

45. člen

Prevozniki, proti katerim se lahko zahteve sodno uveljavljajo

1. Ob upoštevanju tretjega in četrtega odstavka se lahko pravice iz prevozne pogodbe uveljavljajo le proti prvemu, zadnjemu ali tistemu prevozniku, ki je opravil tisti del prevoza, med katerim se je pojavilo dejstvo, s katerim se utemeljuje zahtevek.

2. Če je pri prevozu, ki ga zaporedno opravlja več prevoznikov, tisti prevoznik, ki mora izročiti blago, na podlagi svojega soglasja vpisan v tovorni list, se lahko zahtevki iz prvega odstavka proti njemu sodno uveljavljajo, tudi če ni prejel niti blaga niti tovornega lista.

3. Zahtevki za vračilo zneskov, ki so bili vplačani na podlagi prevozne pogodbe, se lahko sodno uveljavljajo proti prevozniku, ki je plačilo prejel ali v korist katerega je bilo plačilo prejeto.

4. Zahtevki v zvezi s plačili po povzetju se lahko uveljavljajo le proti prevozniku, ki je prevzel blago v kraju predaje v prevoz.

5. Z vložitvijo nasprotnega zahtevka ali ugovora se lahko zahtevki uveljavljajo tudi proti prevozniku, ki ni naveden med prevozniki v prvem do četrtem odstavku, če sodni zahtevek temelji na isti prevozni pogodbi.

6. Če enotna pravila veljajo za nadomestnega prevoznika, se lahko zahtevki sodno uveljavljajo tudi proti njemu.

§ 7 If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as soon as he brings an action against any one of them; this shall also apply if the plaintiff has a choice between one or more carriers and a substitute carrier.

Article 46
Forum

§ 1 Actions based on these Uniform Rules may be brought before the courts or tribunals of Member States designated by agreement between the parties or before the courts or tribunals of a State on whose territory

- a) the defendant has his domicile or habitual residence, his principal place of business or the branch or agency which concluded the contract of carriage, or
- b) the place where the goods were taken over by the carrier or the place designated for delivery is situated.

Other courts or tribunals may not be seized.

§ 2 Where an action based on these Uniform Rules is pending before a court or tribunal competent pursuant to § 1, or where in such litigation a judgment has been delivered by such a court or tribunal, no new action may be brought between the same parties on the same grounds unless the judgment of the court or tribunal before which the first action was brought is not enforceable in the State in which the new action is brought.

Article 47
Extinction of right of action

§ 1 Acceptance of the goods by the person entitled shall extinguish all rights of action against the carrier arising from the contract of carriage in case of partial loss, damage or exceeding of the transit period.

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

- a) in case of partial loss or damage, if
 - 1. the loss or damage was ascertained in accordance with Article 42 before the acceptance of the goods by the person entitled;
 - 2. the ascertainment which should have been carried out in accordance with Article 42 was omitted solely through the fault of the carrier;
- b) in case of loss or damage which is not apparent whose existence is ascertained after acceptance of the goods by the person entitled, if he
 - 1. asks for ascertainment in accordance with Article 42 immediately after discovery of the loss or damage and not later than seven days after the acceptance of the goods, and
 - 2. in addition, proves that the loss or damage occurred between the time of taking over and the time of delivery;
- c) in cases where the transit period has been exceeded, if the person entitled has, within sixty days, asserted his rights against one of the carriers referred to in Article 45 § 1;
- d) if the person entitled proves that the loss or damage results from an act or omission, done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

§ 3 If the goods have been reconsigned in accordance with Article 28 rights of action in case of partial loss or in case of damage, arising from one of the previous contracts of carriage, shall be extinguished as if there had been only a single contract of carriage.

Article 48
Limitation of actions

§ 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

7. Če lahko tožnik izbira med več prevozniki, izgubi to pravico do izbire takrat, ko vloži tožbo proti enemu od njih; to velja tudi, če lahko tožnik izbira med enim ali več prevozniki in nadomestnim prevoznikom.

46. člen
Sodna pristojnost

1. Zahtevki, ki temeljijo na enotnih pravilih, se lahko uveljavljajo na tistih sodiščih držav članic, ki jih stranke določijo z medsebojnim dogovorom, ali na sodiščih države, na katere ozemlju:

- a) ima tožena stranka svoje stalno ali običajno prebivališče, sedež podjetja ali zastopstvo ali poslovno enoto, ki je sklenila prevozno pogodbo, ali
- b) leži kraj prevzema blaga ali kraj, predviden za izročitev blaga.

Drugih sodišč ni dovoljeno izbrati.

2. Če na pristojnem sodišču iz prvega odstavka teče postopek zaradi zahtevka, ki temelji na enotnih pravilih, ali je sodišče v takem pravnem sporu izreklo sodbo, potem ni mogoče vložiti nove tožbe zaradi iste zadeve med istimi strankami, razen če sklepa sodišča, pri katerem je bila vložena prva tožba, ni mogoče izvesti v državi, v kateri se vloga nova tožba.

47. člen
Prenehanje pravice do zahtevka

1. Ko upravičenec prevzame blago, prenehajo vse pravice do zahtevka proti prevozniku iz prevozne pogodbe pri delni izgubi, poškodbi ali prekoračitvi izročilnega roka.

2. Pravice pa ne prenehajo:

- a) pri delni izgubi ali poškodbi, če
 - 1. je bila izguba ali poškodba ugotovljena v skladu z 42. členom, še preden upravičenec prevzel blago;
 - 2. ugotavljanje, ki bi ga bilo treba opraviti v skladu z 42. členom, ni bilo opravljeno izključno po prevoznikovi krivdi;
- b) pri škodi, ki navzven ni opazna in jo upravičenec ugotovi šele po tem, ko prevzame blago, če upravičenec:

1. takoj po odkritju škode in najpozneje sedem dni po prejemu blaga zahteva, da se opravi ugotavljanje v skladu z 42. členom, in

2. poleg tega dokaže, da je škoda nastala od prevzema do izročitve blaga;

c) pri prekoračitvi izročilnega roka, če je upravičenec v 60 dneh uveljavljal svoje pravice proti enemu od prevoznikov iz prvega odstavka 45. člena;

d) če upravičenec dokaže, da je škoda nastala zaradi dejanja ali opustitve, storjene namenoma ali iz malomarnosti in z zavedanjem, da bo taka škoda verjetno nastala.

3. Če se blago v skladu z 28. členom ponovno preda v prevoz, prenehajo pravice zaradi delne izgube ali poškodbe iz katere od prejšnjih prevoznih pogodb, kot da bi šlo za eno samo prevozno pogodbo.

48. člen
Zastaranje

1. Pravice iz prevozne pogodbe zastarajo v enem letu. Rok zastaranja pa je lahko dve leti za zahtevek:

a) to recover a cash on delivery payment collected by the carrier from the consignee;

b) to recover the proceeds of a sale effected by the carrier;

c) for loss or damage resulting from an act or omission done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result;

d) based on one of the contracts of carriage prior to the reconsignment in the case provided for in Article 28.

§ 2 The period of limitation shall run for actions

a) for compensation for total loss, from the thirtieth day after expiry of the transit period;

b) for compensation for partial loss, damage or exceeding of the transit period, from the day when delivery took place;

c) in all other cases, from the day when the right of action may be exercised.

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

§ 3 The period of limitation shall be suspended by a claim in writing in accordance with Article 43 until the day that the carrier rejects the claim by notification in writing and returns the documents submitted with it. If part of the claim is admitted, the period of limitation shall start to run again in respect of the 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 lie 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 further, even by way of counter-claim or relied upon by way of exception.

§ 5 Otherwise, the suspension and interruption of periods of limitation shall be governed by national law.

Title V Relations between Carriers

Article 49 Settlement of accounts

§ 1 Any carrier who has collected or ought to have collected, either at departure or on arrival, charges or other costs arising out of the contract of carriage must pay to the carriers concerned their respective shares. The methods of payment shall be fixed by agreement between the carriers.

§ 2 Article 12 shall also apply to the relations between successive carriers.

Article 50 Right of recourse

§ 1 A carrier who has paid compensation pursuant to these Uniform Rules shall have a right of recourse against the carriers who have taken part in the carriage in accordance with the following provisions:

a) the carrier who has caused the loss or damage shall be solely liable for it;

b) when the loss or damage has been caused by several carriers, each shall be liable for the loss or damage he has caused; if such distinction is impossible, the compensation shall be apportioned between them in accordance with letter c);

c) if it cannot be proved which of the carriers has caused the loss or damage, the compensation shall be apportioned between all the carriers who have taken part in the carriage, except those who prove that the loss or damage was not caused by them; such apportionment shall be in proportion to their respective shares of the carriage charge.

a) do izplačila plačila po povzetju, ki ga je prevoznik prejel od prejemnika blaga;

b) do izplačila iztržka od prodaje, ki jo je opravil prevoznik;

c) v zvezi s škodo, ki je nastala zaradi dejanja ali opustitve, storjene namenoma, ali iz malomarnosti in z zavedanjem, da bo taka škoda verjetno nastala;

d) iz ene od prevoznih pogodb, ki so veljale pred ponovno predajo blaga v prevoz, in sicer v primeru iz 28. člena.

2. Rok zastaranja začne teči za zahteve:

a) do odškodnine zaradi popolne izgube: trideseti dan po poteku izročilnega roka;

b) do odškodnine zaradi delne izgube, poškodbe ali prekoračitve izročilnega roka: od dneva izročitve;

c) v vseh drugih primerih: od dneva, ko je mogoče uveljavljati pravico do zahtevka.

Dan, na katerega začne teči zastaralni rok, v nobenem primeru ni vključen v ta rok.

3. Zastaralni rok miruje od vložitve pisnega zahtevka po 43. členu do dneva, ko ga prevoznik pisno zavrne in pošlje nazaj priložene dokazne listine. Če mu delno ugodi, začne zastaralni rok spet teči za njegov še sporni del. Kdor se sklicuje na to, da je vložil zahtevek ali poslal odgovor in vrnil dokazne listine, mora to dokazati. Če se vložijo nadaljnji zahtevki, ki se nanašajo na isto zahtevo, to ne zadrži zastaranja.

4. Zastaranih zahtevkov tudi z nasprotno tožbo ali ugovorom ni mogoče več uveljavljati.

5. Za zadržanje in prekinitev zastaralnega roka velja tudi notranja zakonodaja.

V. del Medsebojni odnosi prevoznikov

49. člen Obračunavanje

1. Vsak prevoznik, ki je ob prevzemu ali izročitvi blaga dobil plačano ali bi moral zahtevati plačilo prevoznine ali druge stroške iz prevozne pogodbe, mora plačati pri prevozu sodelujočim prevoznikom deleže, ki jim pripadajo. Način in vrsto plačila določijo prevozniki z medsebojnimi sporazumi.

2. 12. člen velja tudi za odnose med zaporednimi prevozniki.

50. člen Pravica do povrnitve stroškov

1. Če je prevoznik v skladu z enotnimi pravili plačal odškodnino, mu v skladu z naslednjimi določbami pripada pravica do povrnitve stroškov proti prevoznikom, ki so tudi sodelovali pri prevozu:

a) prevoznik, ki je povzročil škodo, je zanj odgovoren sam;

b) če je škodo povzročilo več prevoznikov, je vsak sam odgovoren za škodo, ki jo je povzročil; če taka razmejitev odgovornosti ni mogoča, se plačilo odškodnine razdeli med prevoznike v skladu s točko c);

c) če ni mogoče dokazati, kdo od prevoznikov je povzročil škodo, se plačilo odškodnine porazdeli med vse prevoznike, razen med tiste, ki dokažejo, da niso povzročili škode; ta razdelitev se opravi v razmerju deležev prevoznine, ki pripadajo posameznim prevoznikom.

§ 2 In the case of insolvency of any one of these carriers, the unpaid share due from him shall be apportioned among all the other carriers who have taken part in the carriage, in proportion to their respective shares of the carriage charge.

Article 51

Procedure for recourse

§ 1 The validity of the payment made by the carrier exercising a right of recourse pursuant to Article 50 may not be disputed by the carrier against whom the right of recourse is exercised, when compensation has been determined by a court or tribunal and when the latter carrier, duly served with notice of the proceedings, has been afforded an opportunity to intervene in the proceedings. The court or tribunal seized of the principal action shall determine what time shall be allowed for such notification of the proceedings and for intervention in the proceedings.

§ 2 A carrier exercising his right of recourse must make his claim in one and the same proceedings against all the carriers with whom he has not reached a settlement, failing which he shall lose his right of recourse in the case of those against whom he has not taken proceedings.

§ 3 The court or tribunal must give its decision in one and the same judgment on all recourse claims brought before it.

§ 4 The carrier wishing to enforce his right of recourse may bring his action in the courts or tribunals of the State on the territory of which one of the carriers participating in the carriage has his principal place of business, or the branch or agency which concluded the contract of carriage.

§ 5 When the action must be brought against several carriers, the plaintiff carrier shall be entitled to choose the court or tribunal in which he will bring the proceedings from among those having competence pursuant to § 4.

§ 6 Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled under the contract of carriage.

Article 52

Agreements concerning recourse

The carriers may conclude agreements which derogate from Articles 49 and 50.

Regulation concerning the International Carriage of Dangerous Goods by Rail (RID - Appendix C to the Convention)

Article 1

Scope

§ 1 This Regulation shall apply
a) to the international carriage of dangerous goods by rail on the territory of Member States,
b) to carriage complementary to carriage by rail to which the CIM Uniform Rules are applicable, subject to the international prescriptions governing carriage by another mode of transport,
as well as the activities referred to by the Annex to this Regulation.

§ 2 Dangerous goods barred from carriage by the Annex must not be accepted for international carriage.

2. Pri plačilni nesposobnosti enega od teh prevoznikov se delež, ki bi ga moral plačati, pa ga ni, razdeli med vse druge prevoznike, ki so sodelovali pri prevozu, in sicer v razmerju deležev prevoznine, ki jim pripadajo.

51. člen

Postopek za povrnitev stroškov

1. Prevoznik, proti kateremu se v skladu s 50. členom uresničuje pravica do povrnitve stroškov, ne more spodbijati zakonitosti plačila odškodnine, ki jo je plačal prevoznik, ki uveljavlja pravico do povrnitve stroškov, če je sodišče odškodnino določilo po tem, ko je prevoznik na podlagi pravilno vročenega obvestila o sodnem postopku dobil priložnost, da sodeluje v tem sodnem postopku. Sodišče, na katerem poteka glavna obravnava, določi roke za obveščanje o sodnem postopku in za pristop k temu sodnemu postopku.

2. Prevoznik, ki uveljavlja pravico do povrnitve stroškov, mora vložiti svoj zahtevek v istem postopku proti vsem prevoznikom, s katerimi se ni mogel sporazumeti; v nasprotnem primeru preneha njegova pravica do povrnitve stroškov do tistih prevoznikov, ki jih ne toži.

3. Sodišče mora z eno samo sodbo odločiti o vseh zahtevkih za povrnitev stroškov, s katerimi se ukvarja.

4. Prevoznik, ki hoče uveljavljati svojo pravico do povrnitve stroškov na sodišču, lahko to stori na pristojnem sodišču države, v kateri ima eden od prevoznikov, ki so sodelovali pri prevozu, sedež podjetja, podružnico ali zastopstvo, ki je sklenilo prevozno pogodbo.

5. Če tožeči prevoznik vloži tožbo proti več prevoznikom, lahko izbira med sodišči, pristojnimi po četrtem odstavku.

6. Postopki za povrnitev stroškov se ne smejo vključevati v sodni postopek za uveljavljanje odškodnine, ki ga je sprožila stranka, upravičena do nje na podlagi prevozne pogodbe.

52. člen

Sporazumi o povrnitvi stroškov

Prevozniki imajo pravico med seboj sklepati sporazume, ki odstopajo od 49. in 50. člena.

Pravilnik o mednarodnem železniškem prevozu nevarnega blaga (RID – dodatek C h konvenciji)

1. člen

Področje uporabe

1. Ta pravilnik velja za:
a) mednarodni železniški prevoz nevarnega blaga na ozemlju držav članic,
b) prevoze, ki dopolnjujejo železniški prevoz in za katere veljajo Enotna pravila CIM ob upoštevanju mednarodnih predpisov, ki veljajo za druge oblike prevoza, in tudi za dejavnosti, navedene v prilogi tega pravilnika.

2. Nevarnega blaga, katerega prevoz je po prilogi prepovedan, ni dovoljeno prevažati v v mednarodnem prometu.

Article 2
Exemptions

This Regulation shall not apply, in whole or in part, to the carriage of dangerous goods for which an exemption is provided in the Annex. Exemptions may only be provided when the quantity or the nature of the exempted carriage of goods or the packaging would guarantee the safety of the carriage.

Article 3
Restrictions

Each Member State shall retain the right to regulate or prohibit, for reasons other than safety during carriage, the international carriage of dangerous goods on its territory.

Article 4
Other prescriptions

The carriage to which this Regulation applies shall remain subject to the national or international prescriptions applicable in general to the carriage of goods by rail.

Article 5
Type of trains allowed. Carriage as hand luggage, registered luggage or on board motor vehicles

§ 1 Dangerous goods may only be carried in goods trains, except

a) dangerous goods which are acceptable for carriage in accordance with the Annex complying with the relevant maximum quantities and the special conditions of carriage in trains other than goods trains;

b) dangerous goods which are carried, under the special conditions of the Annex, as hand luggage, registered luggage or in or on board motor vehicles in accordance with Article 12 of the CIV Uniform Rules.

§ 2 The passenger may not take with him dangerous goods as hand luggage or consign them as registered luggage or on board motor vehicles if they do not meet the special conditions of the Annex.

Article 6
Annex

The Annex shall form an integral part of this Regulation.

The text of the Annex will be that drawn up by the Expert Committee for the Carriage of Dangerous Goods, at the time of entry into force of the Protocol of 3 June 1999 modifying the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, in accordance with Article 19 § 4 of the latter.

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.

2. člen
Izvetja

Tega pravilnika v celoti ali delno ni treba uporabljati za prevoze nevarnega blaga, ki je izvezeto po prilogi. Izvetja so dopustna le, kadar količina ali vrsta in način izvezetih prevozov ali embalaža zagotavljata varnost prevoza.

3. člen
Omejitve

Vsaka država članica obdrži pravico, da mednarodni prevoz nevarnega blaga na svojem ozemlju ureja ali prepove iz drugih razlogov in ne zaradi varnosti med prevozom.

4. člen
Drugi predpisi

Prevozi, za katere velja ta pravilnik, se sicer podrejajo splošnim notranjim ali mednarodnim predpisom o prevozu blaga po železnici.

5. člen
Dovoljena vrsta vlakov, prevoz ročne prtljage, prtljage ali prevoz v motornih vozilih

1. Nevarno blago se lahko prevažata samo v tovornih vlakih, razen:

a) nevarno blago, ki ga je v ustreznih največjih dopustnih količinah in pod posebnimi pogoji v skladu s prilogo dovoljeno prevažati v vlakih, ki niso tovorni;

b) nevarno blago, ki se ob upoštevanju posebnih pogojev iz priloge prevažata kot ročna prtljaga ali prtljaga ali v motornih vozilih ali na njih v skladu z 12. členom Enotnih pravil CIV.

2. Potnik nevarnega blaga ne sme nositi s seboj kot ročno prtljago ali ga oddati kot prtljago ali ga oddati za prevoz v motornih vozilih, če ne izpolnjuje posebnih pogojev iz priloge.

6. člen
Priloga

Priloga je sestavni del tega pravilnika.

Priloga bo izdana v različici, ki jo bo sprejel Strokovni odbor za prevoz nevarnega blaga v skladu s četrtem odstavkom 19. člena Konvencije o mednarodnem železniškem prometu (COTIF) z dne 9. maja 1980, ko bo začel veljati protokol z dne 3. junija 1999 o spremembi te konvencije.

Enotna pravila
za pogodbe o uporabi vagonov
v mednarodnem železniškem prometu
(CUV – Priloga D h konvenciji)

1. člen
Področje uporabe

Enotna pravila veljajo za dvo- ali večstranske pogodbe o uporabi železniških vagonov kot prevoznih sredstev za opravljanje prevozov v skladu z Enotnimi pravili CIV in Enotnimi pravili CIM.

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 who, being the owner or having the right to dispose of it, exploits a vehicle economically in a permanent manner 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.

2. člen Opredelitev pojmov

V teh enotnih pravilih izraz:

a) "železniško prevozno podjetje" pomeni vsako zasebno ali javno podjetje, ki ima pravico prevažati potnike ali blago in zagotavlja vleko;

b) "vagon" pomeni vozilo brez lastnega pogona, ki se na lastnih kolesih premika po železniških tirih;

c) "imetnik" pomeni osebo, ki kot lastnik ali imetnik razpolagalne pravice trajno gospodarsko uporablja vagon kot prevozno sredstvo;

d) "domovna železniška postaja" pomeni kraj, napisan na vagonu in v katerega se vagon v skladu s pogoji pogodbe o uporabi lahko ali mora vrniti.

3. člen Oznake in napisi na vagonih

1. Kdor na podlagi pogodbe iz 1. člena da na razpolago vagon, mora ne glede na predpise o tehnični odobritvi vagonov za uporabo v mednarodnem prometu poskrbeti za to, da so na vagonu:

- a) oznaka imetnika;
- b) po potrebi oznaka železniškega prevoznega podjetja, v vagonski park katerega je vagon uvrščen;
- c) po potrebi oznaka domovne železniške postaje;
- d) druge oznake in napisi, ki jih določa pogodba o uporabi vagona.

2. Poglej oznak in napisov iz prvega odstavka se lahko na vagon pritrdijo tudi sredstva za elektronsko razpoznavanje.

4. člen Odgovornost pri izgubi ali poškodbi vagona

1. Železniško prevozno podjetje, ki mu je bil vagon kot prevozno sredstvo dan na razpolago za uporabo, je odgovorno za škodo, ki nastane zaradi izgube ali poškodbe vagona ali njegovih sestavnih delov, če ne dokaže, da škoda ni nastala po njegovi krivdi.

2. Železniško prevozno podjetje ni odgovorno za izgubo nepritrjenih sestavnih delov, ki niso zapisani na obeh straneh vagona, niti niso navedeni v opisu v vagonu.

3. Pri izgubi vagona ali njegovih sestavnih delov se odškodnina omejuje samo na običajno vrednost vagona ali njegovih sestavnih delov v kraju in v trenutku izgube in ni nobenega drugega nadomestila škode. Če dneva in kraja izgube ni mogoče ugotoviti, se odškodnina omejuje na običajno vrednost vagona na dan in v kraju prevzema vagona v uporabo.

4. Pri poškodbi vagona ali njegovih sestavnih delov je odškodnina omejena na stroške popravila in ni nobenega drugega nadomestila škode. Odškodnina ne presega vsote, ki bi jo bilo treba plačati pri izgubi vagona.

5. Pogodbenice se lahko dogovorijo za določbe, ki odstopajo od prvega do četrtega odstavka.

5. člen Izguba pravice do omejitve odgovornosti

Omejitve odgovornosti, ki so določene v tretjem in četrtem odstavku 4. člena, ne veljajo, če se dokaže, da je škoda nastala zaradi prevoznikovega dejanja ali opustitve, storjene z namenom povzročitve take škode ali iz malomarnosti in z zavedanjem, da bo taka škoda verjetno nastala.

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.

6. člen**Domneva, da je vagon izgubljen**

1. Upravičenec lahko ima vagon brez dodatnega dokazovanja za izgubljenega, če je pri železniškem prevoznem podjetju, kateremu je dal vagon na razpolago, da ga uporablja kot prevozno sredstvo, zahteval preiskavo in mu vagon v treh mesecih po vložitvi te zahteve ni bil dan na razpolago oziroma ni prejel nobenega obvestila o tem, kje je vagon. Ta rok se podaljša, dokler traja izločitev vagona iz prometa zaradi okoliščin, za katere železniško prevozno podjetje ni odgovorno, ali zaradi poškodbe.

2. Če se po plačilu odškodnine vagon, za katerega je veljalo, da je izgubljen, spet najde, lahko upravičenec v šestih mesecih po tem, ko je od železniškega prevoznega podjetja, kateremu je dal vagon na razpolago za uporabo kot prevozno sredstvo, prejel obvestilo o ponovni najdbi, zahteva, da se mu vagon v zameno za povrnitev odškodnine brezplačno preda na domovni železniški postaji ali kakem drugem dogovorjenem kraju.

3. Če zahteva, omenjena v drugem odstavku, ni bila vložena ali če se izgubljeni vagon najde pozneje kot eno leto po plačilu odškodnine, železniško prevozno podjetje, ki mu je upravičenec dal vagon na razpolago, da ga uporablja kot prevozno sredstvo, z njim razpolaga v skladu z zakoni in predpisi, ki veljajo v kraju, v katerem je vagon.

4. Pogodbenice se lahko dogovorijo za določbe, ki odstopajo od določb prvega do tretjega odstavka.

7. člen**Odgovornost za škodo, ki jo povzroči vagon**

1. Oseba, ki je na podlagi pogodbe iz 1. člena dala vagon na razpolago, da bi se uporabljal kot prevozno sredstvo, je odgovorna za škodo, ki jo vagon povzroči, če je za to kriva.

2. Pogodbenice se lahko dogovorijo za določbe, ki odstopajo od določb prvega odstavka.

8. člen**Prenos pravic**

Če pogodba o uporabi vagona predvideva, da lahko železniško prevozno podjetje da vagon za uporabo kot prevozno sredstvo na razpolago tudi drugim železniškim prevoznim podjetjem, se lahko železniško prevozno podjetje s soglasjem imetnika s temi drugimi železniškimi prevoznimi podjetji dogovori:

a) da jih lahko nadomešča pri njihovi odgovornosti za izgubo in poškodbo vagona ali njegovih sestavnih delov v odnosu do imetnika, pri čemer pa do njih ohrani svoje pravice do povrnitve stroškov;

b) da je le imetnik odgovoren drugim železniškim prevoznim podjetjem za škodo, ki jo povzroči vagon, da pa lahko le železniško prevozno podjetje, ki je imetnikov pogodbeni partner, uveljavlja pravice drugih železniških prevoznih podjetij.

9. člen**Odgovornost za uslužbence in druge osebe**

1. Pogodbenice so odgovorne za svoje uslužbence in druge osebe, katerih storitve uporabljajo pri izpolnjevanju pogodbe, če uslužbenci in druge osebe pri tem ravnajo v okviru svojih nalog.

2. Če se pogodbenice ne dogovorijo drugače, veljajo upravljavci železniške infrastrukture, na kateri železniško prevozno podjetje uporablja vagon kot prevozno sredstvo, za osebe, katerih storitve uporablja železniško prevozno podjetje.

§ 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.

3. Prvi in drugi odstavek veljata pri prenosu pravic iz 8. člena.

10. člen
Druge tožbe

1. V vseh primerih, za katere veljajo ta enotna pravila, se lahko odškodninska tožba zaradi izgube ali poškodbe vagona ali njegovih sestavnih delov, ki temelji na kateri koli pravni podlagi, proti železniškemu prevoznemu podjetju, ki mu je bil vagon dan na razpolago, da ga uporablja kot prevozno sredstvo, uveljavlja samo v skladu s pogoji in omejitvami enotnih pravil ter pogodbe o uporabi.

2. Prvi odstavek velja tudi pri prenosu pravic iz 8. člena.

3. To velja tudi za tožbe proti uslužbencem in drugim osebam, za katere je odgovorno železniško prevozno podjetje, kateremu je bil vagon dan na razpolago, da ga uporablja kot prevozno sredstvo.

11. člen
Sodna pristojnost

1. Zahtevki iz pogodbe, ki je bila sklenjena na podlagi enotnih pravil, se lahko uveljavljajo na sodiščih, ki so jih z medsebojnim dogovorom določile pogodbenice.

2. Če se pogodbenice niso dogovorile drugače, so pristojna sodišča države članice, v kateri ima tožena stranka svoj sedež. Če tožena stranka nima sedeža v nobeni državi članici, so pristojna sodišča države članice, v kateri je škoda nastala.

12. člen
Zastaranje

1. Zahteve iz 4. in 7. člena zastarajo v treh letih.

2. Zastaralni rok teče:

a) za zahteve iz 4. člena: od dneva, ko je bila ugotovljena izguba ali poškodba vagona, ali od dneva, ko upravičenec v skladu s prvim ali četrtem odstavkom 6. člena lahko obravnava vagon kot izgubljen;

b) za zahteve iz 7. člena: od dneva, ko je škoda nastala.

Uniform Rules
concerning the Contract of Use of Infrastructure
in International Rail Traffic
(CUI - Appendix E to the Convention)

Title I
General Provisions

Article 1
Scope

§ 1 These Uniform Rules shall apply to any contract of use of railway infrastructure for the purposes of international carriage within the meaning of the CIV Uniform Rules and the CIM Uniform Rules. They shall apply regardless of the place of business and the nationality of the contracting parties. These Uniform Rules shall apply even when the railway infrastructure is managed or used by States or by governmental institutions or organisations.

§ 2 Subject to Article 21, these Uniform Rules shall not apply to other legal relations, such as in particular

Enotna pravila
za pogodbo o uporabi infrastrukture v
mednarodnem železniškem prometu
(CUI – dodatek E h konvenciji)

I. del
Splošne določbe

1. člen
Področje uporabe

1. Enotna pravila veljajo za vsako pogodbo o uporabi železniške infrastrukture za izvajanje mednarodnih prevozov v smislu Enotnih pravil CIV in Enotnih pravil CIM. To velja ne glede na sedež in državljanstvo pogodbenic. Enotna pravila veljajo tudi, če železniško infrastrukturo upravljajo ali uporabljajo države ali državne ustanove ali organizacije.

2. Ob upoštevanju 21. člena se ta enotna pravila ne uporabljajo za druga pravna razmerja, kot so zlasti:

a) the liability of the carrier or the manager to their servants or other persons whose services they make use of to accomplish their tasks;

b) the liability to each other of the carrier or the manager of the one part and third parties of the other part.

Article 2

Declaration concerning liability in case of bodily loss or damage

§ 1 Any State may, at any time, declare that it will not apply to victims of accidents occurring in its territory the whole of the provisions concerning liability in case of bodily loss or damage (death, injury or any other physical or mental harm), when the victims are nationals of, or have their usual place of residence in, that State.

§ 2 A State which has made a declaration in accordance with § 1 may withdraw it at any time by notification to the Depositary. This withdrawal shall take effect one month after the day on which the Depositary notifies it to the Member States.

Article 3

Definitions

For the purposes of these Uniform Rules, the term

a) "railway infrastructure" means all the railway lines and fixed installations, so far as these are necessary for the circulation of railway vehicles and the safety of traffic;

b) "manager" means the person who makes railway infrastructure available;

c) "carrier" means the person who carries persons or goods by rail in international traffic under the CIV Uniform Rules or the CIM Uniform Rules;

d) "auxiliary" means the servants or other persons whose services the carrier or the manager makes use of for the performance of the contract when these servants or other persons are acting within the scope of their functions;

e) "third party" means any person other than the manager, the carrier and their auxiliaries;

f) "licence" means the authorisation, in accordance with the laws and prescriptions of the State in which the carrier has the place of business of his principal activity, to carry on the activity of carrier by rail;

g) "safety certificate" means the document attesting, in accordance with the laws and prescriptions of the State in which the infrastructure being used is situated, that so far as concerns the carrier,

– the internal organisation of the undertaking as well as

– the personnel to be employed and the vehicles to be used on the infrastructure,

meet the requirements imposed in respect of safety in order to ensure a service without danger on that infrastructure.

Article 4

Mandatory law

Unless provided otherwise in these Uniform Rules, any stipulation which, directly or indirectly, would derogate from these Uniform Rules, shall be null and void. The nullity of such a stipulation shall not involve the nullity of other provisions of the contract. Nevertheless, the parties to the contract may assume a liability greater and obligations more burdensome than those provided for in these Uniform Rules or fix a maximum amount of compensation for loss of or damage to property.

Title II

Contract of Use

Article 5

Contents and form

§ 1 Relations between the manager and the carrier shall be regulated in a contract of use.

a) odgovornost prevoznika ali upravljavca do njegovih uslužbencev ali drugih oseb, katerih storitve uporablja pri izvajanju svojih nalog;

b) medsebojna odgovornost med prevoznikom ali upravljavcem na eni strani in tretjimi osebami na drugi strani.

2. člen

Izjava o odgovornosti pri osebni škodi

1. Vsaka država lahko kadar koli izjavi, da ne bo uporabljala vseh določb o odgovornosti pri osebni škodi, če se je dogodek, ki je povzročil škodo, zgodil na njenem ozemlju in je žrtev državljan te države ali ima na njenem ozemlju svoje običajno prebivališče.

2. Država, ki je dala izjavo v skladu s prvim odstavkom, jo lahko kadar koli umakne, tako da o tem obvesti depozitarja. Umik začne veljati en mesec po dnevu, ko depozitar o tem obvesti države članice.

3. člen

Opredelitev pojmov

V enotnih pravilih izraz:

a) "železniška infrastruktura" pomeni vse železniške tire in nepremične naprave, potrebne za promet železniških vozil in varnost prometa;

b) "upravljavec" pomeni tistega, ki daje železniško infrastrukturo na razpolago;

c) "prevoznik" pomeni tistega, ki prevažata potnike ali blago v mednarodnem železniškem prometu v skladu z Enotnimi pravili CIV ali Enotnimi pravili CIM;

d) "pomožno osebje" pomeni uslužbence ali druge osebe, katerih storitve uporablja upravljavec ali prevoznik pri izpolnjevanju pogodbe, če uslužbenci in druge osebe pri tem opravljajo svoje naloge;

e) "tretja oseba" pomeni vsako osebo, ki ni niti upravljavec niti prevoznik niti njuno pomožno osebje;

f) "licenca" pomeni odobritev za opravljanje dejavnosti železniškega prevoznika, izdano v skladu z zakoni in predpisi države, v kateri ima prevoznik sedež svoje glavne dejavnosti;

g) "varnostno spričevalo" pomeni potrdilo, ki v skladu z zakoni in predpisi države članice, v kateri je infrastruktura, ki se bo uporabljala, potrjuje, da pri prevozniku

– notranja organizacija podjetja in tudi

– osebje in vozila, ki naj bi se uporabljala na tej infrastrukturi,

izpolnjujejo varnostne zahteve, ki zagotavljajo varno opravljanje storitev v prometu na tej infrastrukturi.

4. člen

Obvezna zakonodaja

Če v enotnih pravilih ni izrecno določeno drugače, je vsak dogovor, ki neposredno ali posredno odstopa od njih, ničen in neveljaven. Ničnost takih dogovorov pa nima za posledico ničnosti drugih določb pogodbe. Ne glede na to lahko pogodbenice prevzamejo večje odgovornosti in obveznosti, kot jih predvidevajo enotna pravila, ali omejijo višino odgovornosti za materialno škodo.

II. del

Pogodba o uporabi

5. člen

Vsebina in oblika

1. Odnose med upravljavcem in prevoznikom ureja pogodba o uporabi.

§ 2 The contract shall regulate in particular the administrative, technical and financial conditions of use. It shall cover at least the following matters:

- a) the infrastructure to be used,
- b) the extent of use,
- c) the services provided by the manager,
- d) the services provided by the carrier,
- e) the personnel to be employed,
- f) the vehicles to be used,
- g) the financial conditions.

§ 3 The contract must be concluded in writing or in an equivalent form. The absence or irregularity of a written form or equivalent form of contract or the absence of one of the matters specified in § 2 shall not affect the existence or the validity of the contract which shall remain subject to these Uniform Rules.

Article 6

Special obligations of the carrier and the manager

§ 1 The carrier must be authorised to carry on the activity of a carrier by rail. The personnel to be employed and the vehicles to be used must satisfy the safety requirements. The manager may require the carrier to prove, by the presentation of a valid licence and safety certificate or certified copies, or in any other manner, that these conditions are fulfilled.

§ 2 The carrier must notify the manager of any event which might affect the validity of his licence, his safety certificates or other elements of proof.

§ 3 The manager may require the carrier to prove that he has taken out a sufficient liability insurance or taken equivalent measures to cover any claims, on whatever grounds, referred to in Articles 9 to 21. Each year, the carrier must prove, by an attestation in due form, that the liability insurance or the equivalent provisions still exist; he must notify the manager of any modification relating to them before it takes effect.

§ 4 The parties to the contract must inform each other of any event which might impede the execution of the contract they have concluded.

Article 7

Duration of the contract

§ 1 The contract of use may be concluded for a limited or unlimited period.

§ 2 The manager may rescind the contract forthwith when

- a) the carrier is no longer authorised to carry on the activity of carrier by rail;
- b) the personnel to be employed and the vehicles to be used no longer meet the safety requirements;
- c) the carrier is in arrear with payment, that is to say
 1. for two successive payment periods and for an amount in excess of the equivalent of one month's use, or
 2. for a period covering more than two payment periods and for an amount equal to the value of two months' use;
- d) the carrier is in clear breach of one of the special obligations specified in Article 6 §§ 2 and 3.

§ 3 The carrier may rescind the contract of use forthwith when the manager loses his right to manage the infrastructure.

§ 4 Each party to the contract may rescind the contract of use forthwith in the case of a clear breach of one of the essential obligations by the other party to the contract, when that obligation concerns the safety of persons or goods; the parties to the contract may agree the modalities for the exercise of this right.

§ 5 The party to the contract who is the cause of its rescission shall be liable to the other party for the loss or damage resulting from it, unless he proves that the loss or damage was not caused by his fault.

2. Ta pogodba ureja zlasti upravne, tehnične in finančne pogoje uporabe. Vsebuje vsaj podatke:

- a) o infrastrukturi, ki se bo uporabljala,
- b) obsegu uporabe,
- c) storitvah upravljavca,
- d) storitvah prevoznika,
- e) osebju, ki bo zaposleno,
- f) vozilih, ki se bodo uporabljala,
- g) finančnih pogojev.

3. Pogodba mora biti sklenjena v pisni ali njej enakovredni obliki. Neustrezna oblika ali oblikovne pomanjkljivosti in če ni podatkov, določenih v drugem odstavku, ne vpliva niti na obstoj niti na veljavnost pogodbe, za katero še naprej veljajo enotna pravila.

6. člen

Posebne obveznosti prevoznika in upravljavca

1. Prevoznik mora imeti pooblastilo za opravljanje dejavnosti železniškega prevoznika. Osebe, ki bo zaposleno, in vozila, ki se bodo uporabljala, morajo ustrezati varnostnim zahtevam. Upravljavec lahko zahteva, da prevoznik dokaže izpolnjevanje teh pogojev s predložitvijo veljavne licence in veljavnega varnostnega spričevala ali njenih overjenih kopij ali pa na kakšen drug način.

2. Prevoznik mora obvestiti upravljavca o vsakem dogodku, ki bi lahko vplival na veljavnost njegove licence, varnostnih spričeval ali drugih dokazil.

3. Upravljavec lahko zahteva, da prevoznik dokaže, da je sklenil primerno zavarovanje odgovornosti ali sprejel temu enakovredne ukrepe, da bi lahko kril vse zahtevke, ki se lahko zaradi katerega koli pravnega razloga pojavijo na podlagi 9. do 21. člena. Prevoznik mora vsako leto s potrdilom, izdanim v primerni obliki, dokazati, da zavarovanje odgovornosti ali enakovredni ukrepi še obstajajo; o spremembah mora obvestiti upravljavca, še preden začnejo učinkovati.

4. Pogodbenice se morajo medsebojno obveščati o vseh dogodkih, ki bi lahko ovirali izpolnjevanje pogodbe, ki so jo sklenile.

7. člen

Trajanje pogodbe

1. Pogodba o uporabi se lahko sklene za omejeno ali neomejeno obdobje.

2. Upravljavec lahko pogodbo o uporabi brez odpovednega roka razveljavi, če:

- a) prevoznik nima več pooblastila za opravljanje dejavnosti železniškega prevoznika;
- b) osebe, ki naj bi bilo zaposleno, in vozila, ki naj bi se uporabljala, ne izpolnjujejo več varnostnih zahtev;
- c) je prevoznik v zaostanku s plačilom, in sicer:
 1. za dva zaporedna plačilna roka z zneskom, ki presega znesek ene mesečne uporabnine, ali
 2. obdobje, ki se razteza čez več kot dva plačilna roka z zneskom, ki dosega znesek uporabnine za dva meseca;
- d) je prevoznik očitno kršil eno od posebnih obveznosti iz drugega in tretjega odstavka 6. člena.

3. Prevoznik lahko brez odpovednega roka prekine pogodbo o uporabi, če upravljavec izgubi pravico do upravljanja infrastrukture.

4. Vsaka pogodbenica lahko brez odpovednega roka razveljavi pogodbo o uporabi, če druga pogodbenica očitno krši eno svojih bistvenih obveznosti in se ta obveznost nanaša na varnost oseb ali blaga; pogodbenice se lahko dogovorijo o načinih uresničevanja te pravice.

5. Pogodbenica, ki je dala povod za prekinitvev pogodbe, je odgovorna drugi pogodbenici za škodo, ki je s tem nastala, razen če dokaže, da škoda ni nastala po njeni krivdi.

§ 6 The parties to the contract may agree conditions derogating from the provisions of § 2 letters c) and d) and § 5.

Title III Liability

Article 8

Liability of the manager

§ 1 The manager shall be liable

a) for bodily loss or damage (death, injury or any other physical or mental harm),

b) for loss of or damage to property (destruction of, or damage to, movable or immovable property),

c) for pecuniary loss resulting from damages payable by the carrier under the CIV Uniform Rules and the CIM Uniform Rules,

caused to the carrier or to his auxiliaries during the use of the infrastructure and having its origin in the infrastructure.

§ 2 The manager shall be relieved of this liability

a) in case of bodily loss or damage and pecuniary loss resulting from damages payable by the carrier under the CIV Uniform Rules

1. if the incident giving rise to the loss or damage has been caused by circumstances not connected with the management of the infrastructure which the manager, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent,

2. to the extent that the incident giving rise to the loss or damage is due to the fault of the person suffering the loss or damage,

3. if the incident giving rise to the loss or damage is due to the behaviour of a third party which the manager, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;

b) in case of loss of or damage to property and pecuniary loss resulting from damages payable by the carrier under the CIM Uniform Rules, when the loss or damage was caused by the fault of the carrier or by an order given by the carrier which is not attributable to the manager or by circumstances which the manager could not avoid and the consequences of which he was unable to prevent.

§ 3 If the incident giving rise to the loss or damage is due to the behaviour of a third party and if, in spite of that, the manager is not entirely relieved of liability in accordance with § 2, letter a), he shall be liable in full up to the limits laid down in these Uniform Rules but without prejudice to any right of recourse against the third party.

§ 4 The parties to the contract may agree whether and to what extent the manager shall be liable for the loss or damage caused to the carrier by delay or disruption to his operations.

Article 9

Liability of the carrier

§ 1 The carrier shall be liable

a) for bodily loss or damage (death, injury or any other physical or mental harm),

b) for loss of or damage to property (destruction of or damage to movable or immovable property),

caused to the manager or to his auxiliaries, during the use of the infrastructure, by the means of transport used or by the persons or goods carried.

§ 2 The carrier shall be relieved of this liability

a) in case of bodily loss or damage

6. Pogodbenici lahko skleneta dogovore, ki odstopajo od točk c) in d) drugega in petega odstavka.

III. del Odgovornost

8. člen

Odgovornost upravljavca

1. Upravljavec je odgovoren za:

a) osebno škodo (smrt, poškodba ali druga telesna ali duševna okvara zdravja);

b) materialno škodo (uničenje ali poškodovanje premičnin in nepremičnin);

c) denarno škodo, nastalo zaradi odškodnin, ki jih mora plačati prevoznik v skladu z Enotnimi pravili CIV in Enotnimi pravili CIM,

ki jih prevozniku ali njegovemu pomožnemu osebju povzroči med uporabo infrastrukture in katerih vzrok je v tej infrastrukturi.

2. Upravljavec je te odgovornosti oproščen:

a) pri osebni in denarni škodi, nastali zaradi odškodnin, ki jih mora plačevati prevoznik v skladu z Enotnimi pravili CIV;

1. če so škodni dogodek povzročile okoliščine, ki niso povezane z obratovanjem in se jim upravljavec kljub izkazani skrbnosti, ki jo zahtevajo okoliščine danega primera, ni mogel izogniti, njihovih posledic pa ne preprečiti;

2. če je za škodni dogodek kriv oškodovanec;

3. če se je škodni dogodek zgodil zaradi ravnanja tretje osebe, ki se mu upravljavec kljub izkazani skrbnosti, ki jo zahtevajo posebne okoliščine danega primera, ni mogel izogniti, njegovih posledic pa ne preprečiti;

b) pri materialni in denarni škodi, ki nastane zato, ker mora prevoznik v skladu z Enotnimi pravili CIM plačati odškodnino, če je škodo povzročil prevoznik, njegovo navodilo, za kar upravljavec ni odgovoren, ali okoliščine, ki se jim upravljavec ni mogel izogniti, njihovih posledic pa ne preprečiti.

3. Če je bila škoda povzročena zaradi ravnanja tretje osebe in če upravljavec kljub temu ni povsem oproščen odgovornosti v skladu s točko a) drugega odstavka, je polno odgovoren v okviru omejitev enotnih pravil, kar pa ne vpliva na njegovo pravico do povrnitve stroškov proti tretji osebi.

4. Pogodbenice lahko sklenejo dogovore o tem, ali in koliko naj bo upravljavec odgovoren za škodo, ki jo ima prevoznik zaradi zamude ali motenj obratovanja.

9. člen

Odgovornost prevoznika

1. Prevoznik je odgovoren za:

a) osebno škodo (smrt, poškodba ali druga telesna ali duševna okvara zdravja);

b) materialno škodo (uničenje ali poškodovanje premičnin in nepremičnin);

ki ju upravljavcu ali njegovemu pomožnemu osebju pri uporabi infrastrukture povzročijo uporabljena prevozna sredstva, potniki ali blago, ki se prevažata.

2. Prevoznik je oproščen te odgovornosti:

a) pri osebni škodi;

1. if the incident giving rise to the loss or damage has been caused by circumstances not connected with the operations of the carrier which he, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent,

2. to the extent that the incident giving rise to the loss or damage is due to the fault of the person suffering the loss or damage,

3. if the incident giving rise to the loss or damage is due to the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;

b) in case of loss of or damage to property when the loss or damage is caused by a fault of the manager or by an order given by the manager which is not attributable to the carrier or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.

§ 3 If the incident giving rise to the loss or damage is due to the behaviour of a third party and if, in spite of that, the carrier is not entirely relieved of liability in accordance with § 2, letter a), he shall be liable in full up to the limits laid down in these Uniform Rules but without prejudice to any right of recourse against the third party.

§ 4 The parties to the contract may agree whether and to what extent the carrier shall be liable for the loss or damage caused to the manager by disruption to his operations.

Article 10

Concomitant causes

§ 1 If causes attributable to the manager and causes attributable to the carrier contributed to the loss or damage, each party to the contract shall be liable only to the extent that the causes attributable to him under Article 8 and 9 contributed to the loss or damage. If it is impossible to assess to what extent the respective causes contributed to the loss or damage, each party shall bear the loss or damage he has sustained.

§ 2 § 1 shall apply mutatis mutandis if causes attributable to the manager and causes attributable to several carriers using the same railway infrastructure contributed to the loss or damage.

§ 3 § 1, first sentence, shall apply mutatis mutandis in case of loss or damage referred to in Article 9 if causes attributable to several carriers using the same infrastructure contributed to the loss or damage. If it is impossible to assess to what extent the respective causes contributed to the loss or damage, the carriers shall be liable to the manager in equal shares.

Article 11

Damages in case of death

§ 1 In case of death, the damages shall comprise:

- a) any necessary costs following the death, in particular those of transport of the body and the funeral expenses;
- b) if death does not occur at once, the damages provided for in Article 12.

§ 2 If, through the death, persons whom the deceased had or would have had in the future a legal duty to maintain, are deprived of their support, they shall also be compensated for that loss. Rights of action for damages by persons whom the deceased was maintaining without being legally bound to do so, shall be governed by national law.

Article 12

Damages in case of personal injury

In case of personal injury or any other physical or mental harm, the damages shall comprise:

1. če so škodni dogodek povzročile okoliščine, ki niso povezane z obratovanjem in se jim prevoznik kljub izkazani skrbnosti, ki jo zahtevajo okoliščine danega primera, ni mogel izogniti, njihovih posledic pa ne preprečiti;

2. če je za škodni dogodek kriv oškodovanec;

3. če se je škodni dogodek zgodil zaradi ravnanja tretje osebe, ki se mu prevoznik kljub izkazani skrbnosti, ki jo zahtevajo posebne okoliščine danega primera, ni mogel izogniti, njegovih posledic pa ne preprečiti;

b) pri materialni škodi, če jo je povzročil upravljavec, njegovo navodilo, za kar prevoznik ni odgovoren, ali okoliščine, ki se jim prevoznik ni mogel izogniti, njihovih posledic pa ne preprečiti.

3. Če se je škodni dogodek zgodil zaradi ravnanja tretje osebe in če prevoznik kljub temu ni povsem oproščen odgovornosti v skladu s točko a) drugega odstavka, je polno odgovoren v okviru omejitev enotnih pravil, kar pa ne vpliva na njegovo pravico do povrnitve stroškov proti tretji osebi.

4. Pogodbenice lahko sklenejo dogovore o tem, ali in koliko naj bo prevoznik odgovoren za škodo, ki jo ima upravljavec zaradi motenj obratovanja.

10. člen

Součinkovanje vzrokov

1. Če so vzroki, za katere je odgovoren upravljavec, in vzroki, za katere je odgovoren prevoznik, skupaj povzročili škodo, je odgovorna pogodbenica samo v obsegu, v katerem je k nastanku škode prispevala okoliščina, za katero je odgovorna po 8. ali 9. členu. Če ni mogoče ugotoviti, koliko je vsak od teh vzrokov prispeval k nastanku škode, vsaka pogodbenica sama krije škodo, ki jo je imela.

2. Prvi odstavek velja smiselno, če so vzroki, za katere je odgovoren upravljavec, in vzroki, za katere je odgovornih več prevoznikov, ki uporabljajo isto železniško infrastrukturo, skupaj povzročili škodo.

3. Za škodo iz 9. člena smiselno velja prvi stavek prvega odstavka, če so škodo skupaj povzročili vzroki, za katere je odgovornih več prevoznikov, ki uporabljajo isto infrastrukturo. Če ni mogoče ugotoviti, koliko so posamezni vzroki prispevali k nastanku škode, so prevozniki odgovorni upravljavcu z enakimi deleži.

11. člen

Odškodnina pri smrti

1. Odškodnina pri smrti vključuje:

- a) vse nujne stroške, ki nastanejo zaradi smrti, zlasti stroške prevoza posmrtnih ostankov in stroške pogreba;
- b) če smrt ne nastopi takoj, tudi odškodnino, določeno v 12. členu.

2. Če so osebe, ki jih je umrl po zakonu imel dolžnost vzdrževati ali pa bi jih v prihodnosti moral začeti vzdrževati, zaradi smrti izgubile skrbnika, je treba tudi za to izgubo plačati odškodnino. Pravico do odškodnine za osebe, ki jih je umrl vzdrževal, ne da bi bila to njegova zakonska dolžnost, določa notranja zakonodaja.

12. člen

Odškodnina pri telesni poškodbi

Pri telesni poškodbi ali drugi telesni ali duševni okvari zdravja odškodnina vključuje:

- a) any necessary costs, in particular those of treatment and of transport;
- b) compensation for financial loss, due to total or partial incapacity to work, or to increased needs.

Article 13

Compensation for other bodily harm

National law shall determine whether and to what extent the manager or the carrier must pay damages for bodily harm other than that provided for in Articles 11 and 12.

Article 14

Form and amount of damages in case of death and personal injury

§ 1 The damages provided for in Article 11 § 2 and in Article 12 letter b) must be awarded in the form of a lump sum. However, if national law permits the award of an annuity, the damages shall be awarded in that form if so requested by the injured person or by persons entitled referred to in Article 11 § 2.

§ 2 The amount of damages to be awarded pursuant to § 1 shall be determined in accordance with national law. However, for the purposes of these Uniform Rules, the upper limit per person shall be set at 175,000 units of account as a lump sum or as an annuity corresponding to that sum, where national law provides for an upper limit of less than that amount.

Article 15

Loss of right to invoke the limits of liability

The limits of liability provided for in these Uniform Rules as well as the provisions of national law, which limit the compensation to a certain amount, shall not apply if it is proved that the loss or damage results from an act or omission, which the author of the loss or damage has committed either with the intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

Article 16

Conversion and interest

§ 1 Where the calculation of compensation requires the conversion of sums expressed in foreign currency, conversion shall be at the exchange rate applicable on the day and at the place of payment of the compensation.

§ 2 The person entitled may claim interest on compensation, calculated at five per cent per annum, from the day of initiation of a conciliation procedure, of seizure of the Arbitration Tribunal provided for in Title V of the Convention or from the day on which legal proceedings were instituted.

Article 17

Liability in case of nuclear incidents

The manager and the carrier shall be relieved of liability pursuant to these Uniform Rules for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to the laws and prescriptions of a State governing liability in the field of nuclear energy.

Article 18

Liability for auxiliaries

The manager and the carrier shall be liable for their auxiliaries.

- a) vse nujne stroške, še posebej stroške zdravljenja in nege ter prevoza;
- b) nadomestilo za popolno ali delno nesposobnost za delo ali povečanje potreb.

13. člen

Odškodnina za druge osebne škode

Ali in koliko mora upravljavec ali prevoznik plačati odškodnino tudi za druge osebne škode, ki niso navedene v 11. in 12. členu, določa notranja zakonodaja.

14. člen

Oblika in znesek odškodnine pri smrti in telesni poškodbi

1. Odškodnina iz drugega odstavka 11. člena in iz točke b) 12. člena se izplača v enkratnem znesku. Če pa notranja zakonodaja dopušča dodelitev rente, se odškodnina plačuje kot renta, če to zahteva oškodovanec ali upravičenci iz drugega odstavka 11. člena.

2. Višina odškodnine, ki se dodeli po prvem odstavku, se določa v skladu z notranjo zakonodajo. Pri izvajanju enotnih pravil za vsako osebo pa velja zgornja meja, ki znaša 175 000 obračunskih enot kot enkratni znesek ali temu znesku ustrezna letna renta, če notranja zakonodaja določa zgornjo mejo, ki je nižja od te.

15. člen

Izguba pravice do omejitve odgovornosti

Omejitve odgovornosti, predvidene v enotnih pravilih, in tudi določbe notranje zakonodaje, ki omejujejo odškodnino na določen znesek, ne veljajo, če se dokaže, da je škoda nastala zaradi dejanja ali opustitve, ki jo je storil povzročitelj škode z namenom povzročiti tako škodo ali iz malomarnosti in z zavedanjem, da bo taka škoda verjetno nastala.

16. člen

Preračunavanje in obresti

1. Če je treba pri izračunavanju odškodnine preračunati zneske, izražene v tuji valuti, se preračunajo po tečaju, veljavnem na dan in v kraju plačila odškodnine.

2. Upravičenec lahko na podlagi dolžne odškodnine zahteva petodstotne letne obresti, ki začnejo teči na dan vložitve zahtevka, predložitve arbitražnemu sodišču iz V. dela konvencije ali od dneva vložitve tožbe.

17. člen

Odgovornost pri jedrskih nesrečah

Upravljavec in prevoznik sta oproščena odgovornosti, ki jo imata na podlagi enotnih pravil, če je škodo povzročila jedrska nesreča in če je za to škodo po notranjih zakonih in predpisih o odgovornosti za jedrsko energijo odgovoren upravljavec jedrske naprave ali njemu enakovredna oseba.

18. člen

Odgovornost za pomožno osebje

Upravljavec in prevoznik sta odgovorna za svoje pomožno osebje.

Article 19
Other actions

§ 1 In all cases where these Uniform Rules shall apply, any action in respect of liability, on whatever grounds, may be brought against the manager or against the carrier only subject to the conditions and limitations laid down in these Uniform Rules.

§ 2 The same shall apply to any action brought against the auxiliaries for whom the manager or the carrier is liable pursuant to Article 18.

Article 20
Agreements to settle

The parties to the contract may agree conditions in which they assert or renounce their rights to compensation from the other party to the contract.

Title IV
Actions by Auxiliaries**Article 21****Actions against the manager or against the carrier**

§ 1 Any action in respect of liability brought by the auxiliaries of the carrier against the manager on account of loss or damage caused by him, on whatever grounds, may be brought only subject to the conditions and limitations laid down in these Uniform Rules.

§ 2 Any action in respect of liability brought by the auxiliaries of the manager against the carrier on account of loss or damage caused by him, on whatever grounds, may be brought only subject to the conditions and limitations laid down in these Uniform Rules.

Title V
Assertion of Rights**Article 22**
Conciliation procedures

The parties to the contract may agree conciliation procedures or appeal to the Arbitration Tribunal provided for in Title V of the Convention.

Article 23
Recourse

The validity of the payment made by the carrier on the basis of the CIV Uniform Rules or the CIM Uniform Rules may not be disputed when compensation has been determined by a court or tribunal and when the manager, duly served with notice of the proceedings, has been afforded the opportunity to intervene in the proceedings.

Article 24
Forum

§ 1 Actions based on these Uniform Rules may be brought before the courts or tribunals of the Member States designated by agreement between the parties to the contract.

§ 2 Unless the parties to the contract otherwise agree, the competent courts or tribunals shall be those of the Member State where the manager has his place of business.

Article 25
Limitation of actions

§ 1 The period of limitation for actions based on these Uniform Rules shall be three years.

§ 2 The period of limitation shall run from the day when the loss or damage occurred.

19. člen
Druge tožbe

1. V vseh primerih, za katere veljajo enotna pravila, se lahko proti upravljavcu ali prevozniku vložijo kakršna koli odškodninska tožba, ki temelji na kateri koli pravni podlagi, samo v skladu s pogoji in omejitvami teh enotnih pravil.

2. To velja tudi za tožbe proti pomožnemu osebju, za katero je upravljavec ali prevoznik odgovoren po 18. členu.

20. člen
Dogovori o poravnavi

Pogodbenice se lahko dogovorijo o pogojih, pod katerimi uveljavljajo svoje odškodninske zahtevke druga proti drugi ali pa se odpovejo njihovem uveljavljanju.

IV. del
Tožbe pomožnega osebja**21. člen****Tožbe proti upravljavcu ali prevozniku**

1. Tožbe pomožnega osebja prevoznika za povračilo škode, ki jo je povzročil upravljavec, se lahko ne glede na njihovo pravno podlago vložijo proti upravljavcu le v okviru pogojev in omejitev enotnih pravil.

2. Tožbe pomožnega osebja upravljavca za povračilo škode, ki jo je povzročil prevoznik, se ne glede na njihovo pravno podlago lahko vložijo proti prevozniku le v okviru pogojev in omejitev enotnih pravil.

V. del
Uveljavljanje pravic**22. člen****Reševanje sporov**

Pogodbene stranke lahko sprejmejo ustrezne dogovore o reševanju sporov ali pa odločijo, da se pri sporu obrnejo na arbitražno sodišče, predvideno v V. delu konvencije.

23. člen**Povrnitev stroškov**

Veljavnosti plačila odškodnine, ki jo je plačal prevoznik na podlagi Enotnih pravil CIV ali Enotnih pravil CIM, ni mogoče spodbijati, če je odškodnino določilo sodišče po tem, ko je upravljavec, ki mu je bilo pravilno vročeno obvestilo o sodnem postopku, dobil priložnost, da sodeluje v njem.

24. člen**Sodna pristojnost**

1. Zahtevki, ki temeljijo na teh enotnih pravilih, se lahko uveljavljajo na sodiščih držav članic, ki jih z medsebojnim dogovorom določijo pogodbenice.

2. Če se pogodbenice niso dogovorile drugače, so pristojna sodišča države članice, v kateri ima upravljavec svoj sedež.

25. člen
Zastaranje

1. Zahtevki, ki temeljijo na enotnih pravilih, zastarajo v treh letih.

2. Zastaralni rok začne teči na dan nastanka škode.

§ 3 In case of death of persons, the period of limitation shall be three years from the day after the day the death occurred, but not exceeding five years from the day after the day of the accident.

§ 4 A recourse action by a person held liable may be brought even after the expiration of the limitation period provided for in § 1, if it is brought within the period allowed by the law of the State where the proceedings are brought. However, the period allowed shall be not less than ninety days from the day when the person bringing the recourse action has settled the claim or has been served with notice of the proceedings against himself.

§ 5 The period of limitation shall be suspended when the parties agree a conciliation procedure or when they seize the Arbitration Tribunal provided for in Title V of the Convention.

§ 6 Otherwise, suspension and interruption of the limitation period shall be governed by national law.

3. Pri smrti oseb zastarajo odškodninski zahtevki v treh letih po dnevu smrti, vendar najpozneje v petih letih od prvega dneva po nesreči.

4. Oseba, od katere se zahteva odškodnina, lahko vloži tožbo zaradi povrnitve stroškov tudi po poteku zastaralnega roka iz prvega odstavka, če jo vloži v roku, ki ga dovoljuje zakonodaja države, v kateri se ta pravni postopek začne. Toda rok ne sme biti krajši od 90 dni od dneva, ko je oseba, ki vlaga tožbo zaradi povrnitve stroškov, poravnala zahtevke ali ko ji je bilo vročeno obvestilo o sodnem postopku proti njej.

5. Zastaralni rok preneha teči, če se stranki v sporu dogovorita za poravnalni postopek ali postopek pred arbitražnim sodiščem, predvidenim v V. delu konvencije.

6. Za zadržanje in prekinitev zastaralnega roka se uporablja notranja zakonodaja.

**Uniform Rules
concerning the Validation of Technical Standards
and the Adoption of Uniform Technical Prescriptions
applicable to Railway Material intended to be used in
International Traffic
(APTU - Appendix F to the Convention)**

**Article 1
Scope**

These Uniform Rules lay down, for railway material intended to be used in international traffic, the procedure for the validation of technical standards and the adoption of uniform technical prescriptions.

**Article 2
Definitions**

For the purposes of these Uniform Rules and its Annexes, the term

a) "Contracting State" means a Member State of the Organisation which has not made a declaration in respect of these Uniform Rules in accordance with Article 42 § 1, first sentence, of the Convention;

b) "international traffic" means the circulation of railway vehicles on railway lines over the territory of at least two Contracting States;

c) "rail transport undertaking" means a private or public undertaking which is authorised to carry persons or goods and which ensures traction;

d) "infrastructure manager" means an undertaking or an authority which manages railway infrastructure;

e) "railway material" means railway material intended to be used in international traffic, in particular the railway vehicles and railway infrastructure;

f) "railway vehicle" means a vehicle suitable for circulation on its own wheels on railway lines with or without traction;

g) "traction unit" means a railway vehicle provided with a means of traction;

h) "wagon" means a railway vehicle, not provided with a means of traction, which is intended to carry goods;

i) "carriage" means a railway vehicle, not provided with a means of traction, which is intended to carry passengers;

j) "railway infrastructure" means all the railway lines and fixed installations, so far as these are necessary for the circulation of railway vehicles and the safety of traffic;

**Enotna pravila
za potrditev tehničnih standardov in sprejetje
enotnih tehničnih predpisov za železniški material,
namenjen uporabi v mednarodnem prometu
(APTU – dodatek F h konvenciji)**

**1. člen
Področje uporabe**

Enotna pravila določajo postopek potrditve tehničnih standardov in sprejetja enotnih tehničnih predpisov za železniški material, namenjen uporabi v mednarodnem prometu.

**2. člen
Opredelitev pojmov**

V enotnih pravilih in njihovih prilogah izraz:

a) "država pogodbenica" pomeni državo članico organizacije, ki glede enotnih pravil ni vložila izjave iz prvega stavka prvega odstavka 42. člena konvencije;

b) "mednarodni promet" pomeni promet železniških vozil na železniških progah na ozemlju vsaj dveh držav pogodbenic;

c) "železniško prevozno podjetje" pomeni vsako zasebno ali javno podjetje, ki je pooblaščen za prevoz potnikov ali blaga in zagotavlja vleko;

d) "upravljevec infrastrukture" pomeni podjetje ali organ, ki upravlja železniško infrastrukturo;

e) "železniški material" pomeni železniški material, namenjen uporabi v mednarodnem prometu, predvsem železniška vozila in železniško infrastrukturo;

f) "železniško vozilo" pomeni vozilo z lastnim pogonom ali brez njega, ki se na lastnih kolesih premika po železniških tirih;

g) "vlečno vozilo" pomeni železniško vozilo z lastnim pogonom;

h) "tovorni vagon" pomeni železniško vozilo brez lastnega pogona, namenjeno prevozu blaga;

i) "potniški vagon" pomeni železniško vozilo brez lastnega pogona, namenjeno prevozu potnikov;

j) "železniška infrastruktura" pomeni vse železniške tire in naprave, če so potrebne za promet železniških vozil in varnost prometa;

k) "technical standard" means a technical specification adopted by a recognised national or international standardisation body, according to the procedures applicable to it; a technical specification prepared within the framework of the European Communities shall be treated as a technical standard.

l) "technical prescription" means a rule, other than a technical standard, relating to the construction, operation, maintenance or relating to a procedure concerning railway material;

m) "Committee of Technical Experts" means the Committee provided for in Article 13 § 1, letter f) of the Convention.

Article 3

Aim

§ 1 The validation of technical standards relating to railway material and the adoption of uniform technical prescriptions applicable to railway material shall have as its aim to

- a) facilitate the free circulation of vehicles and the free use of other railway material in international traffic,
- b) contribute to ensuring the safety, efficiency and the availability for international traffic,
- c) take account of the protection of the environment and public health.

§ 2 When technical standards are validated or uniform technical prescriptions are adopted, only those prepared at the international level shall be taken into account.

§ 3 To the extent possible

a) it is appropriate to ensure interoperability of technical systems and components necessary for international traffic;

b) technical standards and uniform technical prescriptions shall be performance related; if appropriate, they shall include variants.

Article 4

Preparation of technical standards and prescriptions

§ 1 The preparation of technical standards and of uniform technical prescriptions concerning railway material shall be the responsibility of the bodies recognised as competent in the matter.

§ 2 The standardisation of industrial products and procedures shall be the responsibility of recognised national and international standardisation bodies.

Article 5

Validation of technical standards

§ 1 An application for validation of a technical standard may be made by:

- a) any Contracting State;
- b) any regional economic integration organisation to which its Member States have transferred competence to legislate in the field of technical standards relating to railway material;
- c) any national or international standardisation body having the task of standardisation in the railway field;

d) any representative international association for whose members the existence of technical standards relating to railway material is indispensable for reasons of safety and economy in the exercise of their activity.

§ 2 The Committee of Technical Experts shall decide whether to validate a technical standard in accordance with the procedure laid down in Articles 16, 20 and 33 § 6 of the Convention. The decisions shall enter into force in accordance with Article 35 §§ 3 and 4 of the Convention.

k) "tehnični standard" pomeni tehnične zahteve, ki so jih sprejeli priznani državni ali mednarodni zavodi za standardizacijo v skladu s postopki, ki veljajo zanje; tehnične zahteve, pripravljene v Evropskih skupnostih, se obravnavajo kot tehnični standard;

l) "tehnični predpis" pomeni pravilo o gradnji, obratovanju, vzdrževanju ali postopkih v zvezi z železniškim materialom, ki ni tehnični standard;

m) " odbor strokovnjakov za tehnična vprašanja" pomeni odbor, predviden v točki f) prvega odstavka 13. člena konvencije.

3. člen

Namen

1. Potrditev tehničnih standardov za železniški material in sprejetje enotnih tehničnih predpisov za železniški material imata namen:

- a) olajšati prost promet vozil in svobodno uporabo drugega železniškega materiala v mednarodnem prometu;
- b) prispevati k zagotavljanju varnosti, zanesljivosti in razpoložljivosti za mednarodni promet;
- c) upoštevati interese varstva okolja in javnega zdravja.

2. Pri potrditvi tehničnih standardov ali sprejetju enotnih tehničnih predpisov je treba upoštevati izključno tiste, ki so bili pripravljene na mednarodni ravni.

3. Če je mogoče:

a) je treba zagotoviti možnost za skupno delovanje tehničnih sistemov in sestavnih delov, potrebnih v mednarodnem prometu.

b) morajo biti tehnični standardi in enotni tehnični predpisi usmerjeni v doseganje čim večje učinkovitosti; po potrebi vsebujejo več različic.

4. člen

Priprava tehničnih standardov in predpisov

1. Priprava tehničnih standardov in enotnih tehničnih predpisov za železniški material je naloga organov, ki se jim priznava pristojnost za to.

2. Standardizacija industrijskih izdelkov in postopkov je pristojnost priznanih državnih in mednarodnih teles za standardizacijo.

5. člen

Potrditev tehničnih standardov

1. Prošnjo za potrditev tehničnega standarda lahko vložijo:

- a) vsaka država pogodbenica;
- b) vsaka regionalna organizacija za gospodarsko povezovanje, na katero so njene države članice prenesle pristojnost za sprejemanje zakonodaje na področju tehničnih standardov za železniški material;
- c) vsako državno ali mednarodno telo za standardizacijo, ki je pooblaščen za standardizacijo na železniškem področju;

d) vsako reprezentativno mednarodno združenje, katerega člani zaradi varnosti in gospodarnosti svoje dejavnosti nujno potrebujejo veljavne tehnične standarde za železniški material.

2. Odbor strokovnjakov za tehnična vprašanja odloča o potrditvi tehničnega standarda v skladu s postopkom, predvidenim v 16. in 20. členu ter v šestem odstavku 33. člena konvencije. Sklepi začnejo veljati v skladu s tretjim in četrtim odstavkom 35. člena konvencije.

Article 6**Adoption of uniform technical prescriptions**

§ 1 An application for adoption of a uniform technical prescription may be made by:

- a) any Contracting State;
- b) any regional economic integration organisation to which its Member States have transferred competence to legislate in the field of technical prescriptions concerning railway material;
- c) any representative international association for whose members the existence of uniform technical prescriptions relating to railway material is indispensable for reasons of safety and economy in the exercise of their activity.

§ 2 The Committee of Technical Experts shall decide whether to adopt a uniform technical prescription in accordance with the procedure laid down in Articles 16, 20 and 33 § 6 of the Convention. The decisions shall enter into force in accordance with Article 35 §§ 3 and 4 of the Convention.

Article 7**Form of applications**

Applications referred to in Articles 5 and 6 must be complete, coherent and reasoned. They must be addressed to the Secretary General of the Organisation in one of its working languages.

Article 8**Technical Annexes**

§ 1 The validated technical standards and the adopted uniform technical prescriptions shall be included in the following Annexes to these Uniform Rules numbered as follows:

- a) Technical Standards and Uniform Technical Prescriptions relating to all Railway Vehicles (Annex 1);
- b) Technical Standards and Uniform Technical Prescriptions relating to Traction Units (Annex 2);
- c) Technical Standards and Uniform Technical Prescriptions relating to Wagons (Annex 3);
- d) Technical Standards and Uniform Technical Prescriptions relating to Carriages (Annex 4);
- e) Technical Standards and Uniform Technical Prescriptions relating to Infrastructure Installations other than those specified in letter f) (Annex 5);
- f) Technical Standards and Uniform Technical Prescriptions relating to Safety and Operational Control Systems (Annex 6);
- g) Technical Standards and Uniform Technical Prescriptions concerning Systems of Information Technology (Annex 7);
- h) Technical Standards and Uniform Technical Prescriptions relating to any other Railway Material (Annex 8).

§ 2 The Annexes shall form an integral part of these Uniform Rules. They shall be framed in accordance with the particularities of the track gauge, the loading gauge, the systems of energy supply and the safety and operational control systems in the Contracting States.

§ 3 The Annexes will contain the version as it will be adopted, after the entry into force of the Protocol of 3 June 1999 for the modification of the Convention, by the Committee of Technical Experts according to the same procedure as that provided for in Articles 16, 20 and 33 § 6 of the Convention for modifications of the Annexes.

Article 9**Declarations**

§ 1 Any Contracting State may, within a period of four months from the day of notification of the decision of the Committee of Technical Experts by the Secretary General, make a reasoned declaration notifying him that it will not apply or will apply only partially, the validated technical standard or the adopted uniform technical prescription, so far as it concerns the railway infrastructure situated on its territory and the traffic on that infrastructure.

6. člen**Sprejetje enotnih tehničnih predpisov**

1. Prošnjo za sprejetje enotnega tehničnega predpisa lahko vložijo:

- a) vsaka država pogodbenica;
- b) vsaka regionalna organizacija za gospodarsko povezovanje, na katero so njene države članice prenesle pristojnost za sprejemanje zakonodaje na področju tehničnih predpisov za železniški material;
- c) vsako reprezentativno mednarodno združenje, katerega člani zaradi varnosti in gospodarnosti svoje dejavnosti nujno potrebujejo veljavne enotne tehnične predpise za železniški material.

2. Odbor strokovnjakov za tehnična vprašanja odloča o sprejetju enotnega tehničnega predpisa v skladu s postopkom, predvidenim v 16. in 20. členu ter šestem odstavku 33. člena konvencije. Sklepi začnejo veljati v skladu s tretjim in četrtem odstavkom 35. člena konvencije.

7. člen**Oblika prošnje**

Prošnje, omenjene v 5. in 6. členu, morajo biti popolne, same po sebi razumljive in utemeljene. Poslati jih je treba generalnemu sekretarju organizacije v enem od njenih delovnih jezikov.

8. člen**Tehnične priloge**

1. Potrjeni tehnični standardi in sprejeti enotni tehnični predpisi so vsebovani v navedenih prilogah enotnih tehničnih predpisov:

- a) Tehnični standardi in enotni tehnični predpisi za vsa železniška vozila (Priloga 1);
- b) Tehnični standardi in enotni tehnični predpisi za vlečna vozila (Priloga 2);
- c) Tehnični standardi in enotni tehnični predpisi za tovorne vagoni (Priloga 3);
- d) Tehnični standardi in enotni tehnični predpisi za potniške vagoni (Priloga 4);
- e) Tehnični standardi in enotni tehnični predpisi za infrastrukturne naprave, ki ne spadajo pod točko f) (Priloga 5);

f) Tehnični standardi in enotni tehnični predpisi za varnostne sisteme in s sisteme vodenja prometa (Priloga 6);

- g) Tehnični standardi in enotni tehnični predpisi za sisteme informacijske tehnologije (Priloga 7);
- h) Tehnični standardi in enotni tehnični predpisi za vsak drug železniški material (Priloga 8);

2. Priloge so sestavni del enotnih pravil. Razčleniti jih je treba v skladu s posebnostmi tirne širine, svetlega profila, sistemov oskrbe z energijo ter varnostnih sistemov in sistemov vodenja prometa v državah pogodbenicah.

3. Priloge se izdajo v različici, ki jo odbor strokovnjakov za tehnična vprašanja po začetku veljavnosti Protokola z dne 3. junija 1999 o spremembi konvencije sprejme po enakem postopku, kot je za spreminjanje prilog predviden v 16. in 20. členu ter v šestem odstavku 33. člena konvencije.

9. člen**Izjave**

1. Država pogodbenica lahko v štirih mesecih od dneva, ko ji generalni sekretar sporoči sklep odbora strokovnjakov za tehnična vprašanja, predloži generalnemu sekretarju ustrezno utemeljeno izjavo o tem, da glede železniške infrastrukture na njenem državnem ozemlju in prometa na tej infrastrukturi ne bo upoštevala potrjenega tehničnega standarda ali sprejetega enotnega tehničnega predpisa ali pa ga bo upoštevala le deloma.

§ 2 The Contracting States which have made a declaration in accordance with § 1 shall not be taken into account in determining the number of States which must formulate an objection in accordance with Article 35 § 4 of the Convention, in order that a decision of the Committee of Technical Experts should not enter into force.

§ 3 A State which has made a declaration in accordance with § 1 may withdraw it at any time by notification to the Secretary General. This withdrawal shall take effect on the first day of the second month following the notification.

Article 10

Abrogation of Technical Unity

The entry into force of the Annexes, adopted by the Committee of Technical Experts in accordance with Article 8 § 3, in all the States parties to the 1938 version of the International Convention on the Technical Unity of Railways, signed at Berne on 21 October 1882, shall abrogate that convention.

Article 11

Precedence of the Annexes

§ 1 With the entry into force of the Annexes, adopted by the Committee of Technical Experts in accordance with Article 8 § 3, the technical standards and the uniform technical prescriptions therein shall take precedence, in relations between Contracting States, over the provisions of the 1938 version of the International Convention on the Technical Unity of Railways, signed at Berne on 21 October 1882.

§ 2 With the entry into force of the Annexes, adopted by the Committee of Technical Experts in accordance with Article 8 § 3, these Uniform Rules as well as the technical standards and the uniform technical prescriptions contained in its Annexes, shall take precedence, in the Contracting States, over the technical provisions

- a) of the Regulation governing the reciprocal use of carriages and brake vans in international traffic (RIC),
- b) of the Regulation governing the reciprocal use of wagons in international traffic (RIV).

Annex 1

Technical Standards and Uniform Technical Prescriptions relating to all Railway Vehicles

A. Track gauge

1. Railways with standard track gauge (1435 mm)
2. Railways with wide track gauge (Russian) (1520 mm)
3. Railways with wide track gauge (Finnish) (1524 mm)
4. Railways with wide track gauge (Irish) (1600 mm)
5. Railways with wide track gauge (Iberian) (1688 mm)
6. Other railways

B. Loading gauge

1. Railways with normal loading gauge on the European continent
2. Railways with normal loading gauge in Great Britain
3. ...

C. ...

2. Države pogodbenice, ki so dale izjavo v skladu s prvim odstavkom, ne bodo upoštevane pri ugotavljanju, ali je število držav, ki morajo oblikovati ugovor v skladu s četrtem odstavkom 35. člena konvencije, dovolj veliko, da sklep odbora strokovnjakov za tehnična vprašanja ne bi začel veljati.

3. Država, ki je dala izjavo v skladu s prvim odstavkom, jo lahko kadar koli umakne, tako da o tem obvesti generalnega sekretarja. Umik izjave začne veljati prvi dan drugega meseca po tistem, ko je bilo tako obvestilo poslano.

10. člen

Razveljavitev konvencije o tehničnem poenotenju

Ko odbor strokovnjakov za tehnična vprašanja v skladu s tretjim odstavkom 8. člena sprejme priloge, v vseh državah pogodbenicah preneha veljati Mednarodna konvencija o tehničnem poenotenju železnice, podpisana v Bernu 21. oktobra 1882, v različici iz leta 1938.

11. člen

Prednost prilog

1. Ko začnejo veljati priloge, ki jih odbor strokovnjakov za tehnična vprašanja sprejme v skladu s tretjim odstavkom 8. člena, imajo v njih vsebovani tehnični standardi in enotni tehnični predpisi v medsebojnih razmerjih med državami pogodbenicami prednost pred določbami Mednarodne konvencije o tehničnem poenotenju železnice, podpisane v Bernu 21. oktobra 1882, v različici iz leta 1938.

2. Ko začnejo veljati priloge, ki jih odbor strokovnjakov za tehnična vprašanja sprejme v skladu s tretjim odstavkom 8. člena, imajo enotna pravila in tudi v njihovih prilogah vsebovani tehnični standardi in enotni tehnični predpisi v državah pogodbenicah prednost pred tehničnimi določbami:

- a) Pravilnika o vzajemni rabi potniških in prtljažnih vagonov v mednarodnem prometu (RIC);
- b) Pravilnika o vzajemni rabi tovornih vagonov v mednarodnem prometu (RIV).

Priloga 1

Tehnični standardi in enotni tehnični predpisi za vsa železniška vozila

A. Tirna širina

1. železnice z normalno tirno širino (1435 mm)
2. železnice z (rusko) tirno širino (1520 mm)
3. železnice s (finsko) tirno širino (1524 mm)
4. železnice z (irsko) tirno širino (1600 mm)
5. železnice z (ibersko) tirno širino (1688 mm)
6. druge železnice

B. Svetli profil

1. železnice z normalno tirno širino na evropski celini
2. železnice z normalno tirno širino v Veliki Britaniji
3. ...

C. ...

Annex 2	Priloga 2
Technical Standards and Uniform Technical Prescriptions relating to Traction Units	Tehnični standardi in enotni tehnični predpisi za vlečna vozila
A. Energy supply systems 1. Direct current of 3000 V 2. Direct current of 1500 V or less 3. Alternating current of 25 kV / 50 Hz 4. Alternating current of 15 kV / 16 ⅔ Hz	A. Sistemi oskrbe z energijo 1. enosmerni tok 3000 V 2. enosmerni tok 1500 V in manj 3. izmenični tok 25 KV/50 Hz 4. izmenični tok 15 KV/16 ⅔ Hz
B. Safety and operational control systems ...	B. Varnostni sistemi in sistemi za vodenje prometa ...
Annex 3	Priloga 3
Technical Standards and Uniform Technical Prescriptions relating to Wagons	Tehnični standardi in enotni tehnični predpisi za tovarne vagonne
Annex 4	Priloga 4
Technical Standards and Uniform Technical Prescriptions relating to Carriages	Tehnični standardi in enotni tehnični predpisi za potniške vagonne
Annex 5	Priloga 5
Technical Standards and Uniform Technical Prescriptions relating to Infrastructure Installations	Tehnični standardi in enotni tehnični predpisi za infrastrukturne naprave
Annex 6	Priloga 6
Technical Standards and Uniform Technical Prescriptions relating to Safety and Operational Control Systems	Tehnični standardi in enotni tehnični predpisi za varnostne sisteme in sisteme za vodenje prometa
Annex 7	Priloga 7
Technical Standards and Uniform Technical Prescriptions concerning Systems of Information Technology	Tehnični standardi in enotni tehnični predpisi za sisteme informacijske tehnologije
Annex 8	Priloga 8
Technical Standards and Uniform Technical Prescriptions relating to any other Railway Material	Tehnični standardi in enotni tehnični predpisi za vsak drug železniški material

As a first step, the technical standards and the uniform technical prescriptions relating to railway material already existing and recognised at the international level, such as contained in Technical Unity, in RIV and RIC as well as in the technical leaflets of UIC, will be integrated in the above-mentioned Annexes.

Na začetku bodo tehnični standardi in enotni tehnični predpisi za železniški material, ki že obstajajo in so mednarodno priznani, kot so tisti, vsebovani v konvenciji o tehničnem poenotenju, pravilnikih RIV in RIC ter objavah UIC, vključeni v prej omenjene priloge.

**Uniform Rules
concerning the Technical Admission of
Railway Material used in International Traffic
(ATMF - Appendix G to the Convention)**

**Article 1
Scope**

These Uniform Rules lay down, for railway vehicles and other railway material, the procedure for the admission to circulation or use in international traffic.

**Article 2
Definitions**

For the purposes of these Uniform Rules and its Annex, the term

a) "Contracting State" means a Member State of the Organisation which has not made a declaration in respect of these Uniform Rules in accordance with Article 42 § 1, first sentence of the Convention;

b) "international traffic" means the circulation of railway vehicles on railway lines over the territory of at least two Contracting States;

c) "rail transport undertaking" means a private or public undertaking which is authorised to carry persons or goods and which ensures traction;

d) "infrastructure manager" means an undertaking or an authority which manages railway infrastructure;

e) "keeper" means the person who, being the owner or having the right to dispose of it, exploits a railway vehicle economically in a permanent manner as a means of transport;

f) "technical admission" means the procedure carried out by the competent authority to admit a railway vehicle to circulation or other railway material to use in international traffic;

g) "admission of a type of construction" means the procedure, relating to a type of construction of a railway vehicle, carried out by the competent authority, by which the right is granted to deliver, by a simplified procedure, an admission to operation for vehicles which correspond to that type of construction;

h) "admission to operation" means the right granted by the competent authority for each railway vehicle to circulate in international traffic;

i) "railway vehicle" means a vehicle suitable for circulation on its own wheels on railway lines with or without traction;

j) "other railway material" means any railway material intended to be used in international traffic not being a railway vehicle;

k) "Committee of Technical Experts" means the Committee provided for in Article 13 § 1, letter f) of the Convention.

**Article 3
Admission to international traffic**

§ 1 Each railway vehicle must, for circulation in international traffic, be admitted in accordance with these Uniform Rules.

§ 2 Technical admission shall have the aim of ascertaining whether the railway vehicles satisfy

a) the construction prescriptions contained in the Annexes to the APTU Uniform Rules,

b) the construction and equipment prescriptions contained in the Annex to RID,

c) the special conditions of an admission under Article 7 § 2 or § 3.

**Enotna pravila
za tehnično odobritev železniškega materiala,
ki se uporablja v mednarodnem prometu
(ATMF – dodatek G h konvenciji)**

**1. člen
Področje uporabe**

Enotna pravila določajo postopek, po katerem se železniška vozila in drug železniški material odobrijo za uporabo v mednarodnem prometu.

**2. člen
Opredelitev pojmov**

V enotnih pravilih in njihovih prilogah izraz:

a) "država pogodbenica" pomeni vsako državo članico organizacije, ki k enotnim pravilom ni dala izjave iz prvega stavka prvega odstavka 42. člena konvencije;

b) "mednarodni promet" pomeni promet železniških vozil na železniških progah na ozemlju najmanj dveh držav pogodbenic.

c) "železniško prevozno podjetje" pomeni zasebno ali javno podjetje, ki je pooblaščen za prevoz potnikov ali blaga in zagotavlja vleko;

d) "upravljavalec infrastrukture" pomeni podjetje ali organ, ki upravlja železniško infrastrukturo;

e) "imetnik" pomeni osebo, ki kot lastnik ali imetnik razpolagalne pravice trajno gospodarsko uporablja železniško vozilo kot prevozno sredstvo;

f) "tehnična odobritev" pomeni postopek, ki ga izvede pristojni organ, da bi odobril uporabo železniškega vozila in drugega železniškega materiala v mednarodnem prometu;

g) "odobritev tipa konstrukcije" pomeni postopek, ki ga za določen tip konstrukcije železniškega vozila izvede pristojni organ in na podlagi katerega podeli pooblastilo, da se za železniška vozila, ki ustrezajo temu tipu konstrukcije, obratovalno dovoljenje izda po poenostavljenem postopku;

h) "obratovalno dovoljenje" pomeni dovoljenje za uporabo železniškega vozila v mednarodnem železniškem prometu, ki ga podeljuje pristojni organ za vsako posamezno železniško vozilo;

i) "železniško vozilo" pomeni vozilo z lastnim pogonom ali brez njega, ki se na lastnih kolesih premika po železniških tirih;

j) "drug železniški material" pomeni železniški material, ki je namenjen uporabi v mednarodnem prometu in ni železniško vozilo;

k) "odbor strokovnjakov za tehnična vprašanja" pomeni odbor, predviden v točki f) prvega odstavka 13. člena konvencije.

**3. člen
Odobritev za mednarodni promet**

1. Da bi se železniško vozilo lahko uporabljalo v mednarodnem prometu, mora biti odobreno v skladu z enotnimi pravili.

2. Namen tehnične odobritve je ugotoviti, ali železniška vozila ustrezajo:

a) predpisom o konstrukciji v prilogah enotnih pravil APTU;

b) predpisom o konstrukciji in opreми iz priloge k pravilniku RID;

c) posebnim pogojem odobritve v skladu z drugim ali tretjim odstavkom 7. člena.

§ 3 §§ 1 and 2 as well as the following articles shall apply *mutatis mutandis* to the technical admission of other railway material and of elements of construction either of vehicles or of other railway material.

Article 4 Procedure

§ 1 Technical admission shall be carried out

- a) either, in a single stage, by the grant of admission to operation to a given individual railway vehicle,
- b) or, in two successive stages, by the grant

1. of admission of a type of construction to a given type of railway vehicle,
2. then admission to operation of individual vehicles corresponding to this type of construction by a simplified procedure confirming that they are of this type.

§ 2 This provision shall not affect the application of Article 10.

Article 5 Competent authority

§ 1 Technical admission of railway vehicles to circulation and of other railway material to use in international traffic shall be the task of the national or international authority competent in the matter in accordance with the laws and prescriptions in force in each Contracting State.

§ 2 The authorities referred to in § 1 may transfer to bodies recognised as suitable, competence to grant technical admission on condition that the authorities shall ensure their supervision. The transfer of competence to grant technical admission to a rail transport undertaking while others are excluded from that competence, shall not be allowed. Furthermore, the transfer of competence to an infrastructure manager participating directly or indirectly in the manufacture of railway material shall be prohibited.

Article 6 Recognition of technical admission

Admission of a type of construction and admission to operation by the competent authority of a Contracting State in accordance with these Uniform Rules, as well as the corresponding certificates issued shall be recognised by the authorities, the rail transport undertakings and the infrastructure managers in the other Contracting States, without the need for another examination and another technical admission with a view to circulation and use on the territories of those other States.

Article 7 Construction prescriptions applicable to vehicles

§ 1 In order to be admitted to circulation in international traffic, railway vehicles must satisfy

- a) the construction prescriptions contained in the Annexes to the APTU Uniform Rules,
- b) the construction and equipment prescriptions contained in the Annex to RID.

§ 2 In the absence of provisions in the Annexes to the APTU Uniform Rules, technical admission shall be based on the generally recognised technical rules. A technical standard, even if it has not been validated in accordance with the procedure laid down in the APTU Uniform Rules, shall constitute the proof that the know-how contained in that standard represents a generally recognised technical rule.

§ 3 In order to permit technical developments, derogations from the generally recognised technical rules and from the construction prescriptions of the Annexes to the APTU Uniform Rules shall be allowed on condition that proof exists

- a) that at least the same level of safety as when those rules and those prescriptions are observed,

3. Za tehnično odobritev drugega železniškega materiala in tudi posameznih sestavnih delov železniških vozil in drugega železniškega materiala smiselno veljajo prvi in drugi odstavki ter nadaljnji členi.

4. člen Postopek

1. Tehnična odobritev se lahko opravi:

- a) z enim samim postopkom z izdajo obratovalnega dovoljenja za posamezno železniško vozilo;
- b) ali pa v dveh zaporednih postopkih z izdajo:

1. odobritve tipa konstrukcije za določen tip železniškega vozila
2. in obratovalnega dovoljenja za posamezna vozila, ki ustrezajo temu odobrenemu tipu konstrukcije, in sicer s poenostavljenim postopkom, ki potrjuje, da ustrezajo temu tipu.

2. Ta določba ne vpliva na veljavnost 10. člena.

5. člen Pristojni organ

1. Tehnična odobritev železniških vozil, namenjenih uporabi v mednarodnem železniškem prometu, je naloga državnih ali mednarodnih organov, ki so za to pristojni v skladu z zakoni in predpisi posamezne države pogodbenice.

2. Organi, omenjeni v prvem odstavku, lahko prenesejo nalogo tehnične odobritve na telesa, ki so priznana kot primerna, pri čemer morajo zagotoviti njihov nadzor. Prenos naloge tehnične odobritve na eno samo železniško prevozno podjetje ob izključitvi drugih ni dopusten. Prav tako je prepovedan prenos na upravljavca infrastrukture, ki je neposredno ali posredno udeležen pri izdelavi železniškega materiala.

6. člen Priznanje tehnične odobritve

Odobritve tipa konstrukcije in obratovalna dovoljenja in tudi ustrezna potrdila, izdana o njih, ki jih je v skladu z enotnimi pravili izdal pristojni organ države pogodbenice, v preostalih državah pogodbenicah priznavajo organi, železniška prevozna podjetja in upravljavci infrastrukture brez ponovnega preverjanja in tehnične odobritve tudi za promet in uporabo na ozemlju teh drugih držav.

7. člen Predpisi o konstrukciji za vozila

1. Da bi bila odobrena za uporabo v mednarodnem prometu, morajo železniška vozila ustrezati:

- a) predpisom o konstrukciji iz prilog k Enotnim pravilom APTU,
- b) predpisom o konstrukciji in opreми iz priloge k pravilniku RID.

2. Če priloge enotnih pravil APTU nimajo nobenih določb o tem, mora tehnična odobritev temeljiti na splošno priznanih pravilih tehnike. Tudi če tehnični standardi v okviru postopka po enotnih pravilih APTU niso bili potrjeni, veljajo kot dokaz, da je strokovno znanje, vsebovano v standardu, splošno priznано pravilo tehnike.

3. Da bi omogočili tehnični razvoj, je dovoljeno odstopati od splošno priznanih pravil tehnike in predpisov o konstrukciji iz prilog enotnih pravil APTU, če se dokaže, da sta še naprej zagotovljeni:

- a) najmanj enaka varnost, kot če se omenjena pravila in predpisi upoštevajo, in tudi

b) and also that interoperability remain assured.

§ 4 When a Contracting State intends to admit, in accordance with § 2 or § 3, a railway vehicle it shall inform the Secretary General of the Organisation without delay. He shall notify the other Contracting States of this. Within one month after the reception of the notification by the Secretary General, a Contracting State may ask for the convocation of the Committee of Technical Experts in order that it ascertains whether the conditions for the application of § 2 or § 3 are fulfilled. The Committee shall reach its decision on this within three months after the receipt, by the Secretary General, of the request for convocation.

Article 8

Construction prescriptions applicable to other material

§ 1 In order to be admitted to use in international traffic other railway material must satisfy the construction prescriptions contained in the Annexes to the APTU Uniform Rules.

§ 2 Article 7 §§ 2 to 4 shall apply mutatis mutandis.

§ 3 The obligations of the Contracting States, arising for them from the European Agreement on the Main International Railway Lines (AGC) of 31 May 1985 and from the European Agreement on the Main International Combined Transport Lines and Related Installations (AGTC) of 1 February 1991, to which they also are Contracting Parties, shall remain unaffected.

Article 9

Operation prescriptions

§ 1 The rail transport undertakings which operate railway vehicles admitted to circulation in international traffic shall be required to comply with the prescriptions relating to the operation of a vehicle in international traffic, specified in the Annexes to the APTU Uniform Rules.

§ 2 The undertakings and administrations which manage infrastructure in the Contracting States, including operational safety and control systems, intended and suitable for operation in international traffic, shall be required to comply with the technical prescriptions specified in the Annexes to the APTU Uniform Rules and satisfy them permanently in respect of the construction and the management of that infrastructure.

Article 10

Technical admission

§ 1 The grant of technical admission (admission of a type of construction, admission to operation) shall be attached to the type of construction of a railway vehicle or to the railway vehicle.

§ 2 An application for technical admission may be made by:

- a) the manufacturer,
- b) a rail transport undertaking,
- c) the keeper of the vehicle,
- d) the owner of the vehicle.

The application may be made to any competent authority, referred to in Article 5, of one of the Contracting States.

§ 3 A person who applies for an admission to operation for railway vehicles by the simplified procedure of technical admission (Article 4 § 1, letter b)), must attach to his application the certificate of admission of a type of construction, established in accordance with Article 11 § 2, and demonstrate in an appropriate manner that the vehicles for which he is applying for admission to operation correspond to that type of construction.

§ 4 Technical admission must be granted irrespective of the quality of the applicant.

b) možnost za skupno delovanje.

4. Če namerava država pogodbenica v skladu z drugim ali tretjim odstavkom odobriti železniško vozilo, mora o tem nemudoma obvestiti generalnega sekretarja organizacije. Ta o tem obvesti druge države pogodbenice. V enem mesecu po prejemu obvestila generalnega sekretarja lahko država pogodbenica zahteva sklic odbora strokovnjakov za tehnična vprašanja, da bi preveril, ali so možnosti za uporabo drugega ali tretjega odstavka. Odbor odloči v treh mesecih po tem, ko je generalni sekretar prejel zahtevo za sklic.

8. člen

Predpisi o konstrukciji za drug material

1. Da bi bilo mogoče drug železniški material odobriti za uporabo v mednarodnem prometu, mora ustrezati predpisom o konstrukciji, navedenim v prilogah Enotnih pravil APTU.

2. Drugi do četrty odstavka 7. člena se uporabljajo smiselno.

3. Obveznosti držav pogodbenic, ki izhajajo iz Evropskega sporazuma o najvažnejših mednarodnih železniških progah (AGC) z dne 31. maja 1985 in Evropskega sporazuma o pomembnejših progah mednarodnega kombiniranega transporta in pripadajočih napravah (AGTC) z dne 1. februarja 1991, če so pogodbenice teh sporazumov, ostanejo nespremenjene.

9. člen

Obratovalni predpisi

1. Železniška prevozna podjetja, ki uporabljajo železniško vozilo, odobreno za uporabo v mednarodnem prometu, morajo upoštevati predpise, vsebovane v prilogah Enotnih pravil APTU, ki se nanašajo na obratovanje vozila v mednarodnem prometu.

2. V državah pogodbenicah morajo podjetja ali uprave, ki upravljajo infrastrukturo, namenjeno in primerno za izvajanje mednarodnega prometa, skupaj z varnostnimi sistemi in sistemi za vodenje prometa, pri gradnji in upravljanju take infrastrukture upoštevati in stalno izpolnjevati tehnične predpise iz prilog Enotnih pravil APTU.

10. člen

Tehnična odobritev

1. Tehnična odobritev (odobritev tipa konstrukcije, obratovalno dovoljenje) se izda za železniško vozilo glede na tip konstrukcije ali železniško vozilo.

2. Za tehnično odobritev lahko zaprosijo:

- a) proizvajalec,
- b) železniško prevozna podjetje,
- c) imetnik vozila,
- d) lastnik vozila.

Prošnja se lahko vloži pri vsakem organu države pogodbenice, pristojnem za to po 5. členu.

3. Oseba, ki zaprosi za obratovalno dovoljenje v okviru postopka poenostavljene tehnične odobritve (točka b) prvega odstavka 4. člena), mora svoji prošnji priložiti potrdilo o odobritvi tipa konstrukcije, izdanega v skladu z drugim odstavkom 11. člena, in na primeren način dokazati, da vozila, za katera prosi za obratovalno dovoljenje, ustrezajo odobrenemu tipu konstrukcije.

4. Tehnična odobritev se izda ne glede na to, kdo je prosilec.

§ 5 Technical admission shall be granted in principle for an unlimited period; it can be general or limited in scope.

§ 6 An admission of a type of construction may be withdrawn when safety, public health or respect for the environment are no longer assured with the circulation of railway vehicles which have been or are to be built in conformity with that type of construction.

§ 7 Admission to operation may be withdrawn

a) when the railway vehicle no longer satisfies the construction prescriptions contained in the Annexes to the APTU Uniform Rules, the special conditions of its admission under Article 7 § 2 or § 3 or the construction and equipment prescriptions contained in the Annex to RID and if the keeper does not comply with the requirement of the competent authority to remedy the defects within the prescribed time;

b) when stipulations and conditions, resulting from a limited admission under § 5, are not fulfilled or complied with.

§ 8 Only the authority which has granted the admission of a type of construction or the admission to operation may withdraw it.

§ 9 The admission to operation shall be suspended

a) when technical checks, inspections, maintenance and servicing of the railway vehicle prescribed in the Annexes to the APTU Uniform Rules, in the special conditions of admission pursuant to Article 7 § 2 or § 3 or in the construction and equipment prescriptions contained in the Annex to RID are not carried out;

b) if in case of severe damage to a railway vehicle the order of the competent authority to present the vehicle is not complied with;

c) in case of non-compliance with these Uniform Rules and prescriptions contained in the Annexes to the APTU Uniform Rules;

d) when the competent authority so decides.

§ 10 The admission to operation shall become void when the railway vehicle is withdrawn from service. This withdrawal from service must be notified to the competent authority which has granted the admission to operation.

§ 11 In the absence of provisions in these Uniform Rules the procedure of technical admission shall be governed by the national law of the Contracting State in which an application for technical admission is made.

Article 11 Certificates

§ 1 The admission of a type of construction and the admission to operation shall be evidenced by separate documents called: "Certificate of admission of a type of construction" and "Certificate of admission to operation".

§ 2 The certificate of admission of a type of construction must specify:

a) the manufacturer of the type of construction of a railway vehicle;

b) all the technical characteristics necessary to identify the type of construction of a railway vehicle;

c) if appropriate, the special conditions of circulation for the type of construction of a railway vehicle and for railway vehicles which correspond to this type of construction.

§ 3 The certificate of admission to operation must specify:

a) the keeper of the railway vehicle;

b) all the technical characteristics necessary to identify the railway vehicle; this may also be done by reference to the certificate of admission of a type of construction;

c) if appropriate, the special conditions of circulation for the railway vehicle;

d) if appropriate, the period of its validity;

5. Tehnična odobritev se načelno izda za nedoločen čas; lahko je splošna ali omejena.

6. Odobritev tipa konstrukcije se lahko odvzame, če zaradi prometa železniških vozil, ki so bila izdelana ali naj bi bila izdelana v skladu z določenim tipom konstrukcije, ni zagotovljena varnost, javno zdravje ali sprejemljivost za okolje.

7. Obratovalno dovoljenje se lahko odvzame,

a) če železniško vozilo ne ustreza več predpisom o konstrukciji iz prilog Enotnih pravil APTU, posebnim pogojem njegove odobritve v skladu z drugim ali tretjim odstavkom 7. člena ali predpisom o konstrukciji in opremi, zapisanim v prilogi pravilnika RID, in če imetnik v roku, določenem za to, ne izpolni zahteve pristojnega organa, naj odpravi pomanjkljivosti;

b) če se ne izpolnijo ali ne upoštevajo zahteve ali pogoji, ki izhajajo iz omejene odobritve v skladu s petim odstavkom.

8. Odobritev tipa konstrukcije in obratovalno dovoljenje lahko odvzame le organ, ki ju je izdal.

9. Obratovalno dovoljenje miruje:

a) če se ne opravijo pregledi in preverjanja ter ustrezna vzdrževalna dela železniškega vozila, določeni v prilogah Enotnih pravil APTU, v posebnih pogojih odobritve v skladu z drugim ali tretjim odstavkom 7. člena ali v predpisih o konstrukciji in opremi v prilogi pravilnika RID;

b) pri hudih poškodbah železniškega vozila, če se ne izpolni zahteva pristojnega organa, naj se vozilo pripelje na pregled;

c) pri neupoštevanju teh enotnih pravil in pravil iz prilog Enotnih pravil APTU;

d) če tako odloči pristojni organ.

10. Obratovalno dovoljenje preneha veljati z izločitvijo železniškega vozila. Izločitev je treba prijaviti pri organu, ki je izdal obratovalno dovoljenje.

11. Postopek tehnične odobritve se sicer ravna po notranji zakonodaji države pogodbenice, v kateri se vloži prošnja za tehnično odobritev.

11. člen Potrdila

1. Odobritev tipa konstrukcije in obratovalno dovoljenje se izdaja na ločenih listinah: Potrdilo o odobritvi tipa konstrukcije in Potrdilo o obratovalnem dovoljenju.

2. Potrdilo o odobritvi tipa konstrukcije mora vsebovati te podatke:

a) proizvajalec tipa konstrukcije železniškega vozila;

b) vse tehnične značilnosti, potrebne za prepoznavo tipa konstrukcije železniškega vozila;

c) po potrebi posebne prometne pogoje, pod katerimi se smejo v prometu uporabljati tip konstrukcije železniškega vozila in železniška vozila, ki temu tipu ustrezajo.

3. Potrdilo o obratovalnem dovoljenju mora vsebovati te podatke:

a) imetnik železniškega vozila;

b) vse tehnične značilnosti, potrebne za prepoznavanje železniškega vozila; to se lahko izvede tudi s sklicevanjem na potrdilo o odobritvi tipa konstrukcije;

c) po potrebi posebne pogoje, pod katerimi se sme železniško vozilo uporabljati v prometu;

d) po potrebi rok veljavnosti tega potrdila;

e) the servicing of a railway vehicle prescribed in the Annexes to the APTU Uniform Rules, in the special conditions of an admission under Article 7 § 2 or § 3 or in the construction and equipment prescriptions contained in the Annex to RID as well as the other technical examinations relating to elements of construction and to specified equipment of the vehicle.

§ 4 The certificates must be printed in at least two languages of which one at least must be chosen from among the working languages of the Organisation.

Article 12 **Uniform models**

§ 1 The Organisation shall prescribe uniform models of "Certificate of admission of a type of construction" and of "Certificate of admission to operation". They shall be prepared and adopted by the Committee of Technical Experts.

§ 2 Article 35 §§ 1 and 3 to 5 of the Convention shall apply *mutatis mutandis*.

Article 13 **Data bank**

§ 1 A data bank concerning railway vehicles admitted to circulation in international traffic shall be established and updated under the responsibility of the Organisation.

§ 2 The competent authorities, or if appropriate the bodies authorised by them to admit a railway vehicle to operation, shall transmit to the Organisation, without delay, the data necessary for the purposes of these Uniform Rules relating to vehicles admitted to circulation in international traffic. The Committee of Technical Experts shall establish which are the necessary data. Only those data shall be registered in the data bank. In all cases, withdrawals from service, official immobilisations, withdrawals of admission to operation and modifications to a vehicle which derogate from the admitted type of construction shall be notified to the Organisation.

§ 3 The data registered in the data bank shall only be considered as *prima facie* evidence of the technical admission of a railway vehicle.

§ 4 The registered data may be consulted by:

- a) the Contracting States,
- b) the rail transport undertakings engaged in international traffic having their place of business in a Contracting State,
- c) the infrastructure managers having their place of business in a Contracting State on whose infrastructure international traffic is carried out,
- d) the manufacturers of railway vehicles, so far as concerns their vehicles,
- e) the keepers of railway vehicles, so far as concerns their vehicles.

§ 5 The data to which the persons entitled referred to in § 4 have access as well as the conditions of that access shall be defined in an Annex to these Uniform Rules. This Annex shall be an integral part of these Uniform Rules. The text of this Annex shall be that decided by the Revision Committee according to the procedure referred to in Articles 16, 17 and 33 § 4 of the Convention.

Article 14 **Inscriptions and signs**

§ 1 Railway vehicles admitted to operation must bear

- a) a sign, which establishes clearly that they have been admitted to operation in international traffic according to these Uniform Rules, and
- b) the other inscriptions and signs prescribed in the Annexes to the APTU Uniform Rules.

e) preglede železniškega vozila, določene v prilogah Enotnih pravil APTU, v posebnih pogojih odobritve v skladu z drugim ali tretjim odstavkom 7. člena ali v predpisih o konstrukciji in opremi iz priloge pravilnika RID in tudi druga predpisana tehnična preverjanja posameznih sestavnih delov in tehničnih sklopov vozila.

4. Potrdila je treba natisniti v vsaj dveh jezikih; od katerih mora biti vsaj eden izbran med delovnimi jeziki organizacije.

12. člen **Enotni obrazci**

1. Organizacija predpiše enotne obrazce za Potrdilo o odobritvi tipa konstrukcije in Potrdilo o obratovalnem dovoljenju. Izdela in sprejme jih odbor strokovnjakov za tehnična vprašanja.

2. Prvi odstavek in tretji do peti odstavek 35. člena konvencije veljajo smiselno.

13. člen **Baza podatkov**

1. Za železniška vozila, za katera se izda odobritev za uporabo v mednarodnem prometu, se bo uredila in vodila podatkovna baza, za katero bo odgovorna organizacija.

2. Pristojni organi, ali če je primerno, telesa, ki so jih ti pooblastili, da izdajajo obratovalna dovoljenja za železniška vozila, nemudoma sporočijo organizaciji podatke, potrebne za namene teh enotnih pravil v zvezi z vozili, odobrenimi za mednarodni promet. Odbor strokovnjakov za tehnična vprašanja določi, kateri podatki so potrebni. V bazi podatkov bodo shranjeni le ti podatki. V vsakem primeru je treba organizaciji sporočiti izločitev iz prometa, prepoved uporabe v prometu, odvzem obratovalnih dovoljenj in spremembe na vozilu, ki odstopajo od dovoljenega tipa konstrukcije.

3. Podatki, ki so shranjeni v bazi podatkov, so le prvi dokaz o tehnični odobritvi nekega železniškega vozila.

4. Shranjeni podatki so na voljo:

- a) državam pogodbenicam;
- b) vsem železniškim prevoznim podjetjem, ki se ukvarjajo z mednarodnim prometom, in imajo sedež v eni od držav pogodbenic;
- c) upravljavcem infrastrukture s sedežem v eni od držav pogodbenic, na katere infrastrukturi se odvija mednarodni promet;
- d) proizvajalcem železniških vozil za njihova vozila;
- e) imetnikom železniških vozil za njihova vozila.

5. Do katerih podatkov in pod katerimi pogoji dobijo dostop upravičenci, navedeni v četrtem odstavku, se določi v ustrezni prilogi enotnih pravil. Ta priloga je sestavni del enotnih pravil. Ta priloga se izda v različici, ki jo sprejme revizijski odbor po postopku, predvidenem v 16. in 17. členu in četrtem odstavku 33. člena konvencije.

14. člen **Napisi in oznake**

1. Železniška vozila, odobrena za uporabo v mednarodnem prometu, morajo biti označena z:

- a) oznako, ki jasno določa, da je zanje izdano obratovalno dovoljenje v mednarodnem prometu v skladu s temi enotnimi pravili, in
- b) drugimi napisi in oznakami, predpisanimi v prilogah Enotnih pravil APTU.

§ 2 The Committee of Technical Experts shall lay down the sign provided for in § 1, letter a) and the transitional periods during which the railway vehicles admitted to circulation in international traffic may bear inscriptions and signs derogating from those prescribed according to § 1.

§ 3 Article 35 §§ 1 and 3 to 5 of the Convention shall apply mutatis mutandis.

Article 15

Maintenance

The railway vehicles and the other railway material must be in a good state of maintenance in such a way that their condition would not compromise in any way operational safety and would not harm the environment and public health by their circulation or their use in international traffic. To that end, the railway vehicles must be submitted for the servicing and the maintenance operations prescribed in the Annexes to the APTU Uniform Rules, in the special conditions of an admission under Article 7 § 2 or § 3 or in the construction and equipment prescriptions contained in the Annex to RID.

Article 16

Accidents and severe damage

§ 1 In case of accident or severe damage to railway vehicles, the infrastructure managers, if appropriate in common with the keepers and the transport undertakings concerned, shall be required

a) to take, without delay, all necessary measures to ensure the safety of railway traffic, respect for the environment and public health and

b) to establish the causes of the accident or the severe damage.

§ 2 A vehicle shall be considered severely damaged when it cannot be repaired by a simple operation which would allow it to be joined in a train and to circulate on its own wheels without danger for the operations.

§ 3 The accidents and severe damage shall be notified, without delay, to the authority which admitted the vehicle to circulation. That authority may require the damaged vehicle to be presented, possibly already repaired, for examination of the validity of the admission to operation which has been granted. If appropriate, the procedure concerning the grant of admission to operation must be repeated.

§ 4 The competent authorities of the Contracting States shall inform the Organisation of the causes of accidents and severe damage in international traffic. The Committee of Technical Experts may, at the request of a Contracting State, examine the causes of serious accidents in international traffic with a view possibly to developing the construction and operation prescriptions for railway vehicles and other railway material contained in the Annexes to the APTU Uniform Rules.

Article 17

Immobilisation and rejection of vehicles

The competent authority referred to in Article 5, another rail transport undertaking or an infrastructure manager may not reject or immobilise railway vehicles if these Uniform Rules, the prescriptions contained in the Annexes to the APTU Uniform Rules, the special conditions of admission under Article 7 § 2 or § 3 as well as the construction and operation prescriptions contained in the Annex to RID, have been complied with.

2. Odbor strokovnjakov za tehnična vprašanja določi oznake iz točke a) prvega odstavka in prehodne roke, v katerih smejo železniška vozila, ki so odobrena za uporabo v mednarodnem prometu, še voziti z drugačnimi napisi in oznakami.

3. Prvi odstavek 35. člena in 3. do 5. člen konvencije veljajo smiselno.

15. člen

Vzdrževanje

Železniška vozila in drug železniški material je treba vzdrževati tako, da njihovo stanje na noben način ne ogroža obratovalne varnosti in okoljske sprejemljivosti njihove uporabe v mednarodnem prometu in tudi ne javnega zdravja. V ta namen morajo biti železniška vozila pregledovana in vzdrževana tako, kot določajo priloge Enotnih pravil APTU, posebni pogoji odobritve v skladu z drugim ali tretjim odstavkom 7. člena ali predpisi o konstrukciji in opremi iz priloge pravilnika RID.

16. člen

Nesreče in hude poškodbe

1. Pri nesreči ali hudi poškodbi železniških vozil morajo upravljavci infrastrukture skupaj z imetniki in prizadetimi železniškimi prevoznimi podjetji, če je potrebno:

a) nemudoma sprejeti vse ukrepe, potrebne za nadaljnje zagotavljanje varnosti, okoljske sprejemljivosti železniškega prometa in javnega zdravja, in

b) ugotoviti vzroke nesreče ali hude poškodbe.

2. Vozilo velja za hudo poškodovano, če ga na enostaven način ni mogoče popraviti, tako da bi lahko na lastnih kolesih vozilo v vlakovni kompoziciji, ne da bi ogrozilo odvijanje prometa.

3. O nesrečah in hudih poškodbah je treba nemudoma obvestiti organ, ki je izdal obratovalno dovoljenje za poškodovano vozilo. Ta organ lahko zahteva, da se poškodovano, morda celo že popravljeno vozilo, pripelje na pregled, da bi preveril veljavnost izdanega obratovalnega dovoljenja. Po potrebi je treba ponovno izvesti postopek za izdajo obratovalnega dovoljenja.

4. Pristojni organi držav pogodbenic obvestijo organizacijo o vzrokih nesreč in hudih poškodb v mednarodnem prometu. Odbor strokovnjakov za tehnična vprašanja lahko na zahtevo države pogodbenice razišče vzroke hudih nesreč v mednarodnem prometu, in sicer zaradi morebitne prilagoditve in dopolnitve predpisov o konstrukciji in obratovanju za železniška vozila in drug železniški material v prilogah Enotnih pravil APTU.

17. člen

Prepoved uporabe v prometu in zavrnitev vozil

Pristojni organ, pristojen po 5. členu, drugo železniško prevozno podjetje ali upravljavec infrastrukture ne sme zavrniti ali umakniti iz prometa železniških vozil, če so bila upoštevana enotna pravila, predpisi iz prilog Enotnih pravil APTU, posebni pogoji odobritve v skladu z drugim ali tretjim odstavkom 7. člena in tudi predpisi o konstrukciji in opremi iz priloge pravilnika RID.

Article 18**Non-compliance with the prescriptions**

§ 1 Subject to § 2 and Article 10 § 9, letter c), the juridical consequences resulting from failure to comply with these Uniform Rules and the prescriptions of the Annexes to the APTU Uniform Rules, shall be regulated by the national law of the Contracting State of which the competent authority has granted the admission to operation, including the rules relating to conflict of laws.

§ 2 The consequences in civil and penal law, resulting from failure to comply with these Uniform Rules and the prescriptions of the Annexes to the APTU Uniform Rules, shall be regulated, so far as concerns the infrastructure, by the national law of the Contracting State in which the infrastructure manager has his place of business, including the rules relating to conflict of laws.

Article 19**Disputes**

Two or more Contracting States, which have a dispute relating to the technical admission of railway vehicles and other railway material intended to be used in international traffic, may refer it to the Committee of Technical Experts if they have not succeeded in resolving it by direct negotiation. Such disputes may also be submitted, in accordance with the procedure specified in Title V of the Convention, to the Arbitration Tribunal.

18. člen**Nespoštovanje predpisov**

1. Ob upoštevanju drugega odstavka in točke c) drugega odstavka 10. člena se pravne posledice nespoštovanja teh enotnih pravil in pravil v prilogah Enotnih pravil APTU obravnavajo po notranji zakonodaji države pogodbenice, katere pristojni organ je izdal obratovalno dovoljenje, skupaj s kolizijskimi pravili.

2. Civilnopravne in kazenskopravne posledice nespoštovanja teh enotnih pravil in tudi pravil v prilogah Enotnih pravil APTU se za infrastrukturo obravnavajo po notranji zakonodaji države pogodbenice, v kateri ima upravljavec infrastrukture svoj sedež, skupaj s kolizijskimi pravili.

19. člen**Spori**

Dve ali več držav pogodbenic lahko spore, ki se nanašajo na tehnično odobritev železniških vozil in drugega železniškega materiala, ki so namenjeni uporabi v mednarodnem prometu, predložijo odboru strokovnjakov za tehnična vprašanja, če jim jih ni uspelo rešiti z neposrednimi pogajanja. Taki spori se lahko v skladu s postopkom, predvidenim v V. delu konvencije, predložijo tudi razsodišču.

3. člen

Za izvajanje protokola skrbi Ministrstvo za promet.

4. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije - Mednarodne pogodbe.

Št 326-03/03-17/1

Ljubljana, dne 19. decembra 2003

EPA 1057-III

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

9. Uredba o ratifikaciji Zapisnika X. zasedanja Stalne mešane komisije po Sporazumu med Republiko Slovenijo in Republiko Hrvaško o obmejnem prometu in sodelovanju

Na podlagi prve in tretje alineje petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03) izdaja Vlada Republike Slovenije

UREDBO

O RATIFIKACIJI ZAPISNIKA X. ZASEDANJA STALNE MEŠANE KOMISIJE PO SPORAZUMU MED REPUBLIKO SLOVENIJO IN REPUBLIKO HRVAŠKO O OBMEJNEM PROMETU IN SODELOVANJU

1. člen

Ratificira se Zapisnik X. zasedanja Stalne mešane komisije po Sporazumu med Republiko Slovenijo in Republiko Hrvaško o obmejnem prometu in sodelovanju, podpisan 23. oktobra 2003 v Vivodini.

2. člen

Zapisnik se v izvirniku v slovenskem jeziku glasi*:

Stalna mešana komisija
po Sporazumu med Republiko Slovenijo
in Republiko Hrvaško o
obmejnem prometu in sodelovanju

promet ga. Ljube Brank in dr. Darka Mlinariča, Podkomisije za mejni režim in izdajanje dokumentov g. Rajka Komata in g. Branka Bolanče (v imenu predsednika), Podkomisije za turizem ga. Valentine Lavrenčič, Podkomisije za ribištvo dr. Franca Potočnika in mr. Jospia Markovića in Podkomisije za lov g. Janeza Kastelica.

**Zapisnik
X. zasedanja Stalne mešane komisije,
ki je bilo v Vivodini, dne 23. oktobra 2003**

AD) 3

I.

Na X. zasedanju Stalne mešane komisije, ki je bilo v Vivodini, dne 23. oktobra 2003, je bil sprejet naslednji dnevni red:

1. Uvodni pozdrav gospe Biserke Vranič, županje Ozlja, in seznanjanje s stanjem na tem obmejnem območju – predstavitev županov obmejnih občin
2. Poročila s sestankov podkomisij
3. Potrjevanje sklepov:
 - 3.1. Podkomisija za usklajevanje prometnih povezav in izgradnjo mejnih prehodov za obmejni promet
 - 3.2. Podkomisija za mejni režim in izdajanje dokumentov
 - 3.3. Podkomisija za turizem
4. Razno

Priloge zapisnika:

1. Sporazum med Republiko Slovenijo in Republiko Hrvaško o uporabi skupnega objekta za mejno kontrolo na mejnem prehodu za obmejni promet Hotiza – Sveti Martin na Muri
2. Seznam prisotnih

V skladu s sprejetim dnevnim redom je Stalna mešana komisija sprejela naslednje sklepe:

II.

AD) 1

Stalna mešana komisija se je seznanila s problematiko in pobudami lokalnih skupnosti na tem območju, ki sta jih predstavila, s hrvaške strani, ga. Biserka Vranič, županja Ozlja in g. Ilija Strahinjčić, predsednik mestnega odbora Radatovičev in g. Slavko Dragovan, župan občine Metlika s slovenske strani.

AD) 2

Stalna mešana komisija se je seznanila in sprejela poročila soprodsednikov Podkomisije za usklajevanje prometnih povezav in izgradnjo mejnih prehodov za obmejni

3.1.

Stalna mešana komisija je na predlog Podkomisije za usklajevanje cestnih povezav in izgradnjo mejnih prehodov za obmejni promet, sprejela naslednje sklepe:

3.1.1

Stalna mešana komisija je sprejela sklep, da se skupni mejni prehod Hotiza – Sveti Martin na Muri vzpostavi na hrvaškem ozemlju, na podlagi priloženega tehničnega sporazuma.

Stalna mešana komisija je obravnavala in sprejela Sporazum med Republiko Slovenijo in Republiko Hrvaško o uporabi skupnega objekta za mejno kontrolo na mejnem prehodu za obmejni promet Hotiza – Sveti Martin na Muri, ki je priloga 1 tega zapisnika.

Sporazum iz prejšnjega odstavka je sklenjen za nedoločen čas in začne veljati, ko se soprodsedujoča Stalne mešane komisije medsebojno obvestita o izpolnjevanju notranjepravnih pogojev za njegovo veljavnost. Sporazum se uporablja od izročitve prostorov dalje.

Sporazum preneha veljati na podlagi dogovora pogodbenic ali s pisnim obvestilom pogodbenice, in sicer po šestih mesecih od dne, ko je druga pogodbenica tako obvestilo prejela.

3.1.2

V zvezi s prehodno točko Filipačev most se zadalži Podkomisijo za usklajevanje cestnih povezav in izgradnjo mejnih prehodov za obmejni promet, da v sodelovanju s pristojnimi organi obeh strani in obema lokalnima skupnostima čimprej, najkasneje pa do naslednje kmetijske sezone, razreši vprašanje pristopa do zemljišč.

3.1.3

Stalna mešana komisija je odobrila, za upravičence iz Svetega Urbana, hišna številka 73, zaradi šolanja vpis že določenega prehodnega mesta Gomila pri Mlinariču – Robadje.

*Besedilo zapisnika v hrvaškem jeziku je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve Republike Slovenije

3.1.4

Stalna mešana komisija odobri vpis prehodnega mesta: betonski most preko reke Sotle v kraju Zgornje Imeno (na hrvaški strani Bratkovec), poleg že odobrenih za zaposlene in šolajoče iz Bratkovca in Poljana Sutlanskih še za zaposlene iz Harine Zlake in Luka Poljanskih, ki delajo v obmejnem pasu izven delovnega časa mejnega prehoda za obmejni promet Podčetrtek – Luke Poljanske.

3.1.5

Stalna mešana komisija je odobrila spremembo naziva prehodnega mesta Rignon 01 – most čez Sotlo tako, da se na hrvaški strani dopiše "Ključ Brdovečki, most na Sutli".

3.1.6

Stalna mešana komisija je odobrila neškodljiv tranzit preko ozemlja Republike Slovenije po cesti Gornji Macelj – zaselek Cafuti (stara cesta) za vse udeležence v prometu in policijo, razen vojske.

3.1.7

Zadolži se Podkomisija za usklajevanje cestnih povezav in izgradnjo mejnih prehodov za obmejni promet, da v sodelovanju s Podkomisijo za izvajanje carinskih postopkov in Podkomisijo za mejni režim in izdajanje dokumentov ter pristojnimi organi obravnava problematiko linijskega prometa v obmejnem območju.

3.2

Stalna mešana komisija je na predlog Podkomisije za mejni režim in izdajanje dokumentov sprejela naslednje sklepe:

3.2.1

Upravičen interes za vpis prehodnega mesta v obmejno prepustnico na osnovi 20. člena SOPS ugotavlja Podkomisija za usklajevanje cestnih povezav in izgradnjo mejnih prehodov. Upravni organ lahko kot pristojni organ izvrši vpis prehodnega mesta v obmejno prepustnico in izpelje nadaljnji postopek vidiranja le v primeru predhodno ugotovljenega upravičenega interesa. Podkomisija mora na predlog upravnega organa odločati o vseh novih prosilcih za vpis. O svojih odločitvah mora izdati poseben sklep za vse, za katere se upravičenost ugotovi in za vse, za katere se ugotovi, da upravičenega interesa nimajo. Ta sklep mora sprejeti SMK, upravni organ pa se nanj sklicuje v primeru izdaje negativne odločbe.

3.2.2

– Strojne usluge se lahko opravljajo samo za osebe, ki so upravičene do kmetijskega vložka;

– oseba, ki opravlja usluge si mora pridobiti kmetijski vložek kot delovna sila, in mora imeti prijavljeno stalno prebivališče v obmejnem območju;

– v kmetijski vložek se ne vpisuje vseh lastnikov nepremičnin temveč le enega izmed tistih, katerih zemlja se na tovrsten način obdeluje, s seboj pa mora imeti tudi notarsko overjena pisna pooblastila vseh ostalih lastnikov, da zanje obdeluje zemljo;

– v kmetijski vložek se vpiše vsa mesta, ki jih lahko koristijo osebe, za katere se opravlja strojne usluge.

3.2.3

V okviru režima prehajanja na območju turističnega kompleksa Atomske Toplice, ki je bilo prečiščeno dogovorjeno 19. 3. 1997, med UNZ Celje in PU Krapinsko Zagorsko, se črta sklep 7, ki se nanaša na prehajanje prebivalcev obmejnih hrvaških naselij.

3.2.4

Stalna mešana komisija potrjuje naslednje obratovalne čase na mejnih prehodih:

BOŽAKOVO-OBREŽ

Odprt ob delavnikih od 6.00 do 22.00 ure, v nedeljah od 7.00 do 21.00 ure.

RAKOVEC- KRAJ DONJI

Odprt ob delavnikih od 6.00 do 22.00 ure, v nedeljah od 7.00 do 21.00 ure.

PODČETRTEK – LUKE POLJANSKE

Odprt vse dni v tednu od 6.00 do 22.00 ure.

PLANINA V PODBOČJU- NOVO SELO ŽUMBERAČKO

Odprt ob delavnikih od 6.00 do 22.00 ure, v nedeljo od 7.00 do 21.00 ure.

KRMAČINA- VIVODINA

Odprt vsak dan v tednu od 6.00 do 22.00 ure.

ŽUNIČI – PRILIŠČE

Odprt ob delavnikih od 5.00 do 23.00 ure, v nedeljo od 7.00 do 21.00 ure.

SODEVCI- BLAŽEVCI

Odprt ob delavnikih od 5.00 do 23.00 ure, v nedeljo od 7.00 do 21.00 ure.

STARA VAS BIZELJSKO – ČEMEHOVEC DONJI (sprememba delovnega časa)

Ob nedeljah se spremeni odpiralni čas in sicer na delavni čas od 7.00 do 22.00 ure.

KRASINEC – PRAVUTINA

Odprt ob delavnikih od 5.00 do 23.00 ure, v nedeljo od 7.00 do 21.00 ure.

Ta sklep prične veljati 3. novembra 2003.

3.3

Stalna mešana komisija je na predlog Podkomisije za turizem sprejela naslednje sklepe:

3.3.1

Stalna mešana komisija bo naslednjo sejo posvetila problematiki turističnih con zato zadoljuje pristojne podkomisije za celovito pripravo te tematike z namenom čimprejšnje proglasitve turističnih con, še posebej pa turistične cone »PO KOLPI IN GORJANCIH«.

AD) 4**4.1**

Stalna mešana komisija odobri, da se podjetju "Finvest Corp" d.d. Čabar dovoli prevoz gradbenega materiala za izgradnjo Županijske ceste na relaciji Zamost – Hrvaško preko slovenskega ozemlja. Dovoljenje velja do dokončanja del.

4.2

Slovenska stran je hrvaško stran opozorila na težave s katerimi se srečujejo slovenski ribiči pri športno rekreacijskem ribolovu na morju, na območju SOPS-a. Hrvaška stran bo izvedla vse ukrepe in opozorila pristojne organe Republike Hrvaške, da delujejo v skladu s določili SOPS-a.

4.3

Zadolži se Podkomisija za ribištvo, da do naslednjega zasedanja pripravi predlog rešitve za opravljanje športno rekreacijskega ribolova na reki Muri, v delu, ki poteka preko obmejnega območja Gibina/Bukovje – tromeja Republika Slovenija – Republika Hrvaška – Republika Madžarska.

4.4

Slovenska stran je hrvaško stran obvestila, da je g. Janez Kastelic imenovan za novega predsednika slovenskega dela Podkomisije za lovstvo.

4.5

Na predlog slovenske delegacije Stalna mešana komisija soglašata, da se sklepi X. zasedanja Stalne mešane komisije začnejo izvajati z dnem podpisa tega zapisnika.

Naslednje zasedanje Stalne mešane komisije bo v Republiki Sloveniji predvidoma konec meseca novembra.

Vojo Kuzma l. r.
predsednik
slovenske delegacije

Olga Kresović-Rogulja l. r.
predsednica
hrvaške delegacije

Priloga 1

S P O R A Z U M
MED REPUBLIKO SLOVENIJO IN
REPUBLIKO HRVAŠKO O UPORABI SKUPNEGA
OBJEKTA ZA MEJNO KONTROLO NA MEJNEM
PREHODU ZA OBMEJNI PREHOD
HOTIZA-SVETI MARTIN NA MURI

Z namenom zagotavljanja ustreznih pogojev za delo in ureditev skupnega mesta za opravljanje mejne kontrole na mejnem prehodu za obmejni promet Hotiza-Sveti Martin na Muri, na hrvaškem državnem ozemlju, se Republika Slovenija in Republika Hrvaška (v nadaljevanju: pogodbenici) dogovorita:

1. člen

V tem sporazumu uporabljeni izrazi pomenijo:

- a) lastnik: Republika Hrvaška
- b) upravljalca mejnega prehoda: Ministrstvo za finance Republike Hrvaške
- c) plačnik obratovalnih stroškov: Ministrstvo za finance Republike Hrvaške
- d) uporabnik: Republika Slovenija

2. člen

Pogodbenici ugotavljata,

– da je Republika Hrvaška lastnik ureditvenega območja lastnik območja mejnega prehoda) ter lastnik in investitor objekta (kontrole) na skupnem mejnem prehodu za obmejni promet Hotiza-Sveti Martin na Muri, stoječega na parceli številka 4183 del, 4602/1 del in 6011 del, k.o. Sveti Martina na Muri;

– da je Stalna mešana komisija po SOPS s sklepom na tretjem zasedanju v Piranu, 28. junija 2002, določila, da se bo pri mejnem prehodu za obmejni promet Hotiza-Sveti Martin na Muri uredilo skupno mesto za opravljanje mejne kontrole na hrvaškem državnem ozemlju;

– da si pogodbenici za čas veljavnosti tega sporazuma na podlagi vzajemnosti dodelita v brezplačno uporabo prostore, navedene v 2. členu tega sporazuma, in parcele, na katerih stojita mejni prehod za obmejni promet Hotiza – Sveti Martin na Muri na hrvaškem ozemlju in Nova vas ob Sotli – Draše na slovenskem ozemlju;

– da pogodbenici soglašata, da se omenjene velikosti službenih prostorov na obeh mejnih prehodih (za obmejni promet) štejejo za enakovredne;

– da zaradi navedenega pogodbenici sklepata ta sporazum, ki ureja medsebojne pravice in obveznosti obeh pogodbenic pri uporabi prostorov in komunalne infrastrukture.

3. člen

Predmet tega sporazuma je uporaba opremljenih službenih prostorov v skupnem objektu za opravljanje mejne kontrole na mejnem prehodu za obmejni promet Hotiza – Sveti Martin na Muri, ki jih bodo uporabljali pristojni policijski in carinski organi mejne kontrole Republike Slovenije pri opravljanju svoje dejavnosti.

Skupna površina objekta znaša 57,60 m², nadstrešnice 152,50 m² in skupnih, tehničnih prostorov in parkirišča 118,75 m².

Od tega je:

a) v izključni uporabi Republike Slovenije:

– v objektu 28,80 m²

– parkirišče 41,25 m²

b) v souporabi: nadstrešnica 152,50 m².

Lastnik prepusti uporabniku v izključno uporabo prostore pod točko a), prostore pod točko b) pa bodo uporabljali organi mejne kontrole obeh pogodbenic in sicer Ministrstvo za notranje zadeve – Policija in Ministrstvo za finance – CURS Republike Slovenije ter Ministrstvo za notranje zadeve in Ministrstvo za finance za Republiko Hrvaško. Popolna ali delna prepustitev teh prostorov tretjim, ki ne opravljajo dejavnosti, neposredno povezanih z mejno kontrolo, ni dopustna.

V pojem uporabe opremljenih službenih prostorov iz prvega odstavka tega člena je zajeto tudi urejanje zunanjih površin objekta in naprav (čiščenje okolice, košnja trave, odvoz smeti, čiščenje snega, vzdrževanje čistilne naprave, javne razsvetljave) in zakonsko predpisane dajatve v Republiki Hrvaški.

Prostori se izročijo s primopredajo najkasneje do konca marca 2004.

4. člen

Vse tekoče stroške, povezane z redno uporabo in vzdrževanjem prostorov iz 3. člena tega sporazuma v izključni uporabi mejnih organov Republike Slovenije (električna energija, voda, ogrevanje), prevzame – Ministrstvo za notranje zadeve, Generalna policijska uprava-skupne službe, Štefanova 2, 1501 Ljubljana od primopredaje naprej.

Stroške iz prvega odstavka tega člena bo uporabnik mesečno plačeval pristojnim distributerjem na podlagi izstavljenih računov

Prav tako vse obratovalne stroške, povezane z redno uporabo prostorov v uporabi organov policije in carine Republike Hrvaške, prevzame plačnik obratovalnih stroškov od primopredaje naprej.

Za ugotavljanje stroškov porabe vode in elektrike bodo za slovensko in hrvaško stran vgrajeni ločeni števcji.

Uporabnik prevzame vse stroške posebnih tehničnih naprav, ki jih uporablja (telefon, teleprinter, radijski in televizijski aparati, radijske zveze), lastnik pa dovoljuje njihov namestitvev in priključitev na obstoječe komunalne vode.

5. člen

Uporabnik zagotavlja, da bo službene prostore uporabljal skrbno, v skladu z načelom dobrega gospodarja in jih tekoče vzdrževal.

6. člen

Tekoče in investicijsko vzdrževanje in stroške objekta za mejno kontrola nosi lastnik. Gradbene spremembe na objektu za mejno kontrola so dopustne samo v soglasju z lastnikom. Za izvedbo del je pristojen izključno lastnik.

O obsegu in času izvajanja vzdrževalnih del soglasno odločata pogodbenici, razen če so takšna dela nujno potrebna zaradi odprave napak, ki ogrožajo varnost ljudi ali predmetov ali nadaljnje obratovanje objekta ali povzročajo škodo.

7. člen

Uporabnik v prostorih, ki so predmet tega sporazuma, brez predhodnega pisnega soglasja lastnika ne sme opravljati preureditev in gradbenih posegov ter ne sme vgrajevati nove opreme.

8. člen

Gospodarske reklame na območju objekta za mejno kontrolo niso dovoljene.

9. člen

Ob uporabnikovem prevzemu službenih prostorov pogodbenici podpišeta zapisnik o stanju prostorov in o predaji ključev.

10. člen

Vse morebitne spore iz tega razmerja bosta pogodbenici reševali sporazumno, če pa do sporazuma ne bo prišlo, bo o sporu odločalo stvarno in krajevno pristojno sodišče Republike Hrvaške.

3. člen

Za izvajanje zapisnika skrbijo Ministrstvo za kmetijstvo, gozdarstvo in prehrano, Ministrstvo za promet, Ministrstvo za notranje zadeve, Ministrstvo za finance – Carinska uprava Republike Slovenije, Ministrstvo za gospodarstvo, Ministrstvo za okolje, prostor in energijo ter Ministrstvo za zunanje zadeve.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije -Mednarodne pogodbe.

Št. 068-19/2001-20
Ljubljana, dne 15. januarja 2004
EVA 2003-1811-0178

Vlada Republike Slovenije

mag. Anton Rop l. r.
Predsednik

10. Uredba o ratifikaciji Zapisnika XI. zasedanja Stalne mešane komisije po Sporazumu med Republiko Slovenijo in Republiko Hrvaško o obmejnem prometu in sodelovanju

Na podlagi prve in tretje alineje petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03) izdaja Vlada Republike Slovenije

UREDBO**O RATIFIKACIJI ZAPISNIKA XI. ZASEDANJA STALNE MEŠANE KOMISIJE PO SPORAZUMU MED REPUBLIKO SLOVENIJO IN REPUBLIKO HRVAŠKO O OBMEJNEM PROMETU IN SODELOVANJU**

1. člen

Ratificira se Zapisnik XI. zasedanja Stalne mešane komisije po Sporazumu med Republiko Slovenijo in Republiko Hrvaško o obmejnem prometu in sodelovanju, podpisan 27. novembra 2003 v Mašunu (občina Ilirska Bistrica).

2. člen

Zapisnik se v izvorniku v slovenskem jeziku glasi*:

Stalna mešana komisija
po Sporazumu med Republiko Slovenijo
in Republiko Hrvaško o
obmejnem prometu in sodelovanju

točnika in mr. Josipa Markovića, Podkomisije za lov g. Janeza Kastelica ter Podkomisije za izvajanje carinskih postopkov g. Rajka Komata (v imenu predsednika) in g. Željka Bolta.

AD) 3

**Zapisnik
XI. zasedanja Stalne mešane komisije,
ki je bilo v Mašunu (občina Ilirska Bistrica),
dne 27. novembra 2003**

**3.1.
Stalna mešana komisija je na predlog Podkomisije
za usklajevanje cestnih povezav in izgradnjo mejnih prehodov za obmejni promet, sprejela naslednje sklepe:**

I.

Na XI. zasedanju Stalne mešane komisije, ki je bilo v Mašunu, dne 27. novembra 2003, je bil sprejet naslednji dnevni red:

1. Uvodni pozdrav gospoda Antona Šenkinca, župana Ilirske Bistrice, in seznanjanje s stanjem na tem obmejnem območju – predstavitev županov obmejnih občin
2. Poročila s sestankov podkomisij
3. Potrjevanje sklepov:
 - 3.1. Podkomisija za usklajevanje prometnih povezav in izgradnjo mejnih prehodov za obmejni promet
 - 3.2. Podkomisija za mejni režim in izdajanje dokumentov
 - 3.3. Podkomisija za turizem
 - 3.4. Podkomisija za ribištvo
 - 3.5. Podkomisija za lov
 - 3.6. Podkomisija za izvajanje carinskih postopkov
4. Razno

V skladu s sprejetim dnevnim redom je Stalna mešana komisija sprejela naslednje sklepe:

II.**AD) 1**

Stalna mešana komisija se je seznanila s problematiko in pobudami lokalnih skupnosti na tem območju, ki so jih predstavili, s slovenska strani, g. Anton Šenkinc, župan Ilirske Bistrice in g. Ivan Šnajdar, predsednik občinskega sveta občine Klana ter g. Radivoj Marmilić, župan občine Matulji s hrvaške strani.

AD) 2

Stalna mešana komisija se je seznanila in sprejela poročila sopredsednikov Podkomisije za usklajevanje prometnih povezav in izgradnjo mejnih prehodov za obmejni promet ga. Ljube Brank in dr. Darka Mlinarića, Podkomisije za mejni režim in izdajanje dokumentov g. Rajka Komata in g. Filipa Dragovića, Podkomisije za turizem ga. Valentine Lavrenčič in ga. Blanke Beloševič, Podkomisije za ribištvo dr. Franca Po-

3.1.1

V izogib nesporazumom glede aktivnosti v obmejnem pasu sta oba investitorja dolžna o pričetku gradnje mejnega prehoda za obmejni promet obvestiti drugega investitorja in Stalno mešano komisijo SOPS.

3.1.2

V zvezi s čistopisom tabele prehodnih mest se, na predlog Podkomisije za usklajevanje cestnih povezav in izgradnjo mejnih prehodov za obmejni promet določi, da se zato, ker gre za izključno problematiko upravičencev in ne problematiko prehodnih mest, ki so že določena, postopek potrditve prenese na Podkomisijo za mejni režim in izdajanje dokumentov, ki pripravi predlog čistopisa tabele za Stalno mešano komisijo.

3.1.3

Odobri se vpis prehodnega mesta naslednjim upravičencem:

1. PM Strojčiči: Poje Jože, Padovo pri Osilnici št. 5;
2. PM Vrt prehod s čolnom: Verderber Anton, Stari trg ob Kolpi;
3. PM Podplanina 19: prebivalcem vasi Podplanina št. 3, 5, 8, 9, 10, 11 in 14.

Kot upravičenca do prehodne točke Prušnja vas-Osunje se določi:

Vidovič Marija, Gradnje 5 in Vladimir Marinkovič, Jablance 4 za dostop do nepremičnine zaradi velike oddaljenosti od prehodnega mesta oziroma mejnega prehoda.

Popravek napake: na PM Robadje-Gomila, šolanje, mora pisati Sv Urban hišna številka 14.

Odobri se novo prehodno mesto Gruškovje/Gornji Macelj – Cafuti za lastnike nepremičnin na slovenski strani, ki ležijo med državno mejo in novim mednarodnim mejnim prehodom Gruškovje-Macelj, kot tudi za dvolastnike, ki gravirajo k temu prehodnemu mestu.

Že odobreni neškodljivi prehod za zaselek Cafuti se razširi za v prejšnjem odstavku navedene upravičence.

* Besedilo zapisnika v hrvaškem jeziku je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

3.1.4

Stalna mešana komisija predlaga vladama obeh držav, da zadalži pristojne cestne uprave obeh držav, da pripravijo predlog splošnega in posebnih sporazumov za financiranje, graditev, vzdrževanje in gospodarjenje ter prenos med osnovna sredstva za mejne mostove ne glede na kategorijo ceste.

3.1.5

Stalna mešana komisija zadalži Podkomisijo za usklajevanje cestnih povezav in izgradnjo mejnih prehodov za obmejni promet, da predlaga način medsebojnega obveščanja o posegih v prostor, v skladu s 42. členom SOPS, ter določi o katerih posegih v prostor se je potrebno obveščati.

3.2.

Stalna mešana komisija je sprejela sklep, da se sklep 3.2.1 sprejet na X. zasedanju Stalne mešane komisije po SOPS, 23. 10. 2003 v Vivodini, ne uporablja. Zadalži se Podkomisijo za mejni režim in izdajo dokumentov, da do naslednjega zasedanja Stalne mešane komisije pripravi ustrezen predlog sklepa.

3.3

Stalna mešana komisija je na predlog Podkomisije za turizem sprejela naslednje sklepe:

3.3.1

Glede na dejstvo, da do sedaj dostavljeni elaborati projektov turističnih con »Po Kolpi in Gorjancih«, »Sotla – dolina izvirov in zdravja« (Podčetrtek-Zagorska Sela) in »Istra-Kras-Morje« niso celoviti, Stalna mešana komisija predlaga, da se dopolnijo in dostavijo Podkomisiji za turizem v ponovno obravnavo.

3.3.2

Zadalži se predstavnike Podkomisije za turizem in Podkomisije za mejni režim in izdajanje dokumentov, da obravnavajo problematiko gibanja v turističnih conah ter rešitve predlagajo Stalni mešani komisiji.

3.4. Stalna mešana komisija je na predlog Podkomisije za ribištvo sprejela naslednji sklep:

3.4.1

Stalna mešana komisija, na podlagi predloga Podkomisije za ribištvo, predlaga vladama obeh držav da se do 31. 3. 2004 podaljša veljavnost Kodeksa obnašanja ribičev med izvajanjem ribolova po Dogovoru o začasnem režimu implementacije določb SOPS od 47. do 52. člena.

AD) 4**4.1**

Hrvaška stran je slovensko obvestila, da je na mesto dosedanjega namestnika predsednice hrvaške delegacije v Stalni mešani komisiji po SOPS g. Filipa Vučaka imenovana ga. Davorka Sarić.

4.2

Glede izgradnje nove cestne komunikacije v dolini reke Kolpe na hrvaški strani Stalna mešana komisija priporoča investitorju, da pri proučevanju umestitve ceste v prostor v kanjonu preveri ekološko-krajinski vpliv in ekonomsko upravičenost tudi glede na možnost določitve novih dveh mednarodnih mejnih prehodov na tem območju.

4.3

Stalna mešana komisija zadalži s slovenske strani g. Leona Devjaka, g. Rajka Komata, g. Jožeta Ajdiška in ga. Ljubo Brank ter ga. Blanko Belošević, ga. Davorko Sarić, g. Filipa Dragoviča ter g. Branka Bolančo s hrvaške strani, da v Zagrebu 10. 12. 2003 obravnavajo elaborat za razglasitev turistične cone »Sotla- dolina izvirov in zdravja«, kot tudi režim prehajanja meje v območju turističnih con.

4.4

Na predlog slovenske delegacije Stalna mešana komisija soglašala, da se sklepi XI. zasedanja Stalne mešane komisije začnejo izvajati z dnem podpisa tega zapisnika.

Naslednje zasedanje Stalne mešane komisije bo v Republiki Hrvaški predvidoma konec meseca januarja.

Vojko Kuzma l. r.
predsednik
slovenske delegacije

Olga Kresović-Rogulja l. r.
predsednica
hrvaške delegacije

3. člen

Za izvajanje zapisnika skrbijo Ministrstvo za kmetijstvo, gozdarstvo in prehrano, Ministrstvo za promet, Ministrstvo za notranje zadeve, Ministrstvo za finance – Carinska uprava Republike Slovenije, Ministrstvo za gospodarstvo, Ministrstvo za okolje, prostor in energijo ter Ministrstvo za zunanje zadeve.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije -Mednarodne pogodbe.

Št. 068-19/2001-21
Ljubljana, dne 15. januarja 2004
EVA 2003-1811-0179

Vlada Republike Slovenije

mag. Anton Rop l. r.
Predsednik

- **Obvestilo o začetku veljavnosti mednarodnih pogodb**

O B V E S T I L O
o začetku veljavnosti mednarodnih pogodb

Dne 2. septembra 2003 je začel veljati Sporazum med Vlado Republike Slovenije in Vlado Združenih držav Amerike o omogočanju preletov in tranzitov preko Republike Slovenije z namenom podpore varnosti, tranziciji in obnovitvenim operacijam v Iraku, sklenjen z izmenjavo not dne 9. junija 2003 in 11. junija 2003 v Ljubljani in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 19/03 (Uradni list Republike Slovenije, št. 74/03).

Dne 31. decembra 2003 je začela veljati Konvencija med Vlado Republike Slovenije in Svetom ministrov Srbije in Črne gore o izogibanju dvojnega obdavčevanja v zvezi z davki od dohodka in premoženja s protokolom, podpisana v Ljubljani 11. junija 2003 in objavljena v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 30/03 (Uradni list Republike Slovenije, št. 134/03).

Ministrstvo za zunanje zadeve
Republike Slovenije

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