



REPUBLIC OF MACEDONIA
MINISTRY OF TRANSPORT AND COMMUNICATIONS

Law on
Contracts for Carriage by Rail

Skopje, March 2007

I. General Provisions

Article 1

This law shall regulate the rights and responsibilities arising from contracts for carriage of passengers and goods in internal and international rail transport, unless otherwise laid down in an international agreement.

Article 2

The tariffs or other provisions of the contract between the railway and the passenger or the consignor cannot stipulate provisions under which the railway is fully or partly relieved from the liabilities set out in this law and the burden of proof resting upon the railway is transferred, or provisions envisaging limitations of liability more favourable to the railway than limitations laid down in this law.

Article 3

- (1) The tariffs contain provision on the general terms of carriage.
- (2) The tariffs shall be published in an appropriate manner.
- (3) Increases in tariffs, surcharges and other modifications and supplements to the tariff rendering the conditions of carriage more rigorous to the users shall not come into force until the deadline of eight days following the date of publication has expired,
- (4) The railway, when so requested by an interested party, shall bring the tariffs to the notice of the public in each station open for carriage of passengers and goods.
- (5) The tariffs are set and implemented by the railway (hereinafter: railway)

Article 4

Certain terms used in this law have the following meaning:

1. "**Railway carrier**" is a domestic or foreign legal entity whose primary activity is the provision of services of carriage of passengers and/or goods by rail, licensed to provide public transportation and safety solutions.
2. "**User of service**" is a legal or physical person who on the basis of a contract with the railway acquires certain rights and assumes certain obligations;
3. "**Passenger**" is a person who has a right to carriage on the basis of a contract;
4. "**Party ordering carriage**" is a person who on his behalf and for the account of a third party enters into a contract for carriage of passengers with the railway.
5. "**Cosignor**" is a person who hands over the goods for carriage and concludes a contract with the railway
6. "**Consignee**" is the person authorized by the consignor to receive the goods from the destination station and consignment note, pay the charges and receive the goods handed over for carriage.
7. "**Person entitled**" is the person who has certain contractual rights in relation to the railway

8. **“Consignment”** means one or more items handed over for carriage with a single transportation document (consignment note, parcel deliver note, luggage registration voucher);
9. **“International rail transport”** means carriage of passengers and goods by rail from third countries into Macedonia and from Macedonia into third countries and carriage of passengers and goods transiting the territory of the Republic of Macedonia
10. **“Forwarding (Departure) station”** is a point at which the carriage begins;
11. **“Luggage”** means items which the passenger is entitled to carry on the basis of a luggage carriage contract.
12. **“Hand luggage”** means items which may be taken on board the passenger carriage and put in a space where the passenger can himself care for such items.
13. **“Tariff”** means a compilation of secondary regulations, provisions, conditions and schedule of rates which together with the law constitute a single piece of substantive regulation governing the area of rail transport.

II. Carriage of passengers

1. Contract for carriage of passengers

Article 5

Under the contract for carriage of passengers, the railway assumes the obligation to carry the passenger and his hand luggage to a certain destination station, while the passenger assumes the obligation to pay a certain travel fare.

Article 6

- (1) The railway is bound to undertake the carriage of the passenger to the destination station in the agreed type and class of train as published in the time table under the conditions of comfort and hygiene which according to the type of train and duration of travel are considered to be appropriate.
- (2) The railway shall provide the designated seat to the passenger if so agreed when the contract was concluded.
- (3) If agreed with the party ordering the carriage, the railway shall carry the passenger with an unscheduled charter train under the agreed conditions.

Article 7

- (1) Prior to the commencement of the journey, the passenger shall purchase a train ticket, and where there is no ticket office at the station of departure, or if at the time of arrival of the train the ticket office is closed, the passenger shall purchase the ticket on the train.
- (2) The travel ticket constitutes evidence that a passenger carriage contract is made, though carriage contract can be proven otherwise.

Article 8

- (1) Carriage contract with a person that is ill or suspected of suffering from a contagious disease may be made only if conditions laid down in special regulations are satisfied.

(2) If during the journey a passenger exhibits signs of a contagious disease specified in special regulations, the railway shall be obliged to act in accordance with such regulations and carry the passenger as far as the nearest station where the passenger can receive the necessary medical care.

Article 9

(1) The railway is under no obligation to accept persons who as a result of their behaviour may justifiably be assumed that they will prevent the railway from meeting his obligations to the other passengers (drunk or violent individuals etc).

(2) The railway is entitled to discontinue the journey of passengers who with their behaviour annoy the other passengers or who fail to observe the regulations pertaining to public order on board a train during the journey without any obligation to refund their fares.

Article 10

(1) The passenger is entitled to cancel the carriage contract before the execution of the contract begins.

(2) When a passenger cancels the contract, the railway may withhold not more than 10% of the amount of the fare.

(3) The provisions specified in paragraph (1) and (2) may not be altered with a carriage contract to the detriment of the passenger.

Article 11

If the carriage does not commence at the time specified in the time table or in the contract, the passenger is entitled to cancel the contract and claim refund without any deductions.

Article 12

(1) In accordance with the agreed conditions and the period of validity of the ticket, the passenger is entitled to discontinue his journey at an intermediate station.

(2) When the passenger has not used the travel ticket due to the discontinuation of his journey, he is entitled to a refund of the fare for the outstanding portion of the journey.

(3) In the event described in paragraph (2) of this article, the railway may withhold not more than 10% of the fare, while it is obliged to refund the outstanding amount.

Article 13

When a passenger, owing to a late running of the train through no fault of his own misses the connection on his journey, or the train fails to arrive or due to some traffic blocks he is prevented from continuing his journey (discontinuation of journey), he is entitled to:

- 1) demand that the railway take him to the destination station with the first proceeding train, or if the first following train is not suitable, do so otherwise without extra charges.
- 2) demand that the railway return his luggage to the departure station free of charge with the first suitable train and refund the carriage charge without any deductions;
- 3) cancel the remaining part of his journey and demand that the railway refund the fare for the outstanding portion without any deductions;
- 4) demand that the costs of overnight stay in a B category hotel, or other suitable facility, be defrayed by the railway if there is likelihood that the journey may continue the following day.

1.1. Railway liability

Article 14

(1) The railway is liable for damage resulting from the death of, physical injury to or mental harm to a passengers caused by an accident that occurred anywhere on the journey between its start to completion, and while the passenger was in the carriage or was embarking or disembarking the carriage, as well as the damage suffered as a result of the train running late or discontinuation of the journey.

(2) The railway is also liable for the damage explained in paragraph (1) of this article when the damage is caused to the passenger by a railway servant who was acting in line with the order given by the passenger as to the performance of the carriage.

Article 15

The railway is wholly or partly relieved from the liability specified in article 14, paragraph (1) of this law when:

- 1) the accident was caused by circumstances not associated with the carriage which the railway, notwithstanding the necessary efforts and in light of the particulars of the case, could not avoid or the consequences of which it was unable to prevent.
- 2) The accident took place through a fault of the passenger or due to the behaviour of the passenger which deviates from an orderly behaviour of a passenger.
- 3) The accident occurred through a fault of a third party which the railway, notwithstanding the necessary efforts and in light of the particulars of the case, could not avoid or the consequences of which it was unable to prevent.

Article 16

The railway is not liable for the damage which occurred as a result of a train running late or discontinuation of the journey if it can prove that the delay or discontinuation of the journey did not occur due to wilfull misconduct or negligence of the railway.

Article 17

Participating railways are held jointly liable for the damage caused.

Article 18

(1) The railway is liable for the damage resulting from the death of a passenger, physical injury or other bodily or mental harm under the general regulations governing liability for damage.

(2) The railway is liable for the damage that occurred due to delay or discontinuation of the journey through a fault of the railway for an amount twice as high as the travel fare.

(3) The railway is relieved from the liability specified in paragraph (1) of this article if it can prove that the damage was not casued with intent or out of negligence.

Article 19

(1) The claim for compensation of damage resulting from the death, physical or mental injury and harm to the health of the passenger shall be made to the railway within three months from the date on which knowledge of the damage was gained.

(2) The claim for compensation of damage resulting form delay or discontinjuation of the journey shall be made to the railway within 15 days from the date on which the journey was completed or should have been completed.

(3) When a passenger fails to make the claim within the deadlines specified in paragraph (1) and (2) of this article, his right to compensation for damage shall be extinguished.

Carriage of luggage

2. Contract for carriage of luggage

Article 20

(1) At the request of the passenger, the railway is obliged to accept luggage for carriage with due charges and carry it on the train on which the passenger travels, or on another suitable train, if the passenger gives his consent to that effect.

(2) The railway shall issue to the passenger a luggage registration voucher for the received and delivered luggage.

Article 21

Provisions of this law pertaining to contracts for carriage of goods are applied where appropriate to the carriage of luggage.

3. Hand luggage

Article 22

(1) The passenger is entitled to take on board the passenger train hand luggage which may be placed in a designated spot where the passenger can himself care for the luggage.

(2) Hand luggage is carried at no extra charge, and a luggage voucher is not issued.

(3) The passenger shall compensate the railway for the damage caused by the properties or the condition of the luggage unless the railway was aware of the properties and the condition of the luggage.

Article 23

(1) The railway is not liable for lost or damaged hand luggage unless the passenger can prove that the loss or damage was due to an intent or gross negligence on the part of the railway.

(2) When loss or damage to the hand luggage occurred under conditions resulting in death, physical or mental injury or harm to the health of the passenger, the railway is liable for the damage unless it can prove that the damage was caused by a force major.

Article 24

(1) The amount of the compensation for the loss or damage of the hand luggage shall not exceed 18.000,00 per passenger.

(2) The railway shall not compensate the damage explained in paragraph (1) of this article if it can prove that it was not caused with intent or out of negligence.

Article 25

(1) The railway is not liable for the damage or loss of hand luggage if the passenger fails to make the claim immediately after the completion of the journey.

(2) Notwithstanding the above, if the damage occurred as a result of a traffic accident or other reasons due to which the passenger was not in a position to make the claim immediately following the completion of the journey, he can make the claim as soon as possible and not later than 30 days after the journey was completed or should have been completed.

IV. Carriage of goods

4. Contract for carriage of goods

Article 26

- (1) Under the contract for carriage of goods, the railway is bound to undertake the carriage of goods to the destination station and hand it over to the consignee, while the consignor is bound to pay to the railway the agreed charges.
- (2) The contract for carriage of goods shall come into existence as soon as the forwarding railway has accepted the goods together with the consignment note.
- (3) Acceptance is established by the application to the consignment note of the stamp of the forwarding station.
- (4) Verification of the acceptance of the consignment note constitutes evidence of the conclusion of the contract for carriage.
- (5) The railway shall verify the date, and in cases of perishable goods and live animals, the hour of acceptance for carriage, on the duplicate of the consignment note.
- (6) The duplicate shall not have effect as the consignment note accompanying the goods.

Article 27

The railway shall accept the goods in line with the conditions laid down in this law for direct carriage from the forwarding station to the destination station regardless of the number of participating railways.

Article 28

- (1) The railway shall not accept goods for carriage if such goods are prohibited with the law or other regulation.
- (2) Goods which are subject to carriage under specific conditions may only be carried if such conditions are fulfilled.

Article 29

The consignor is liable for the damage caused to persons, means of transport and other goods due to the effects produced by the properties of his goods handed over for carriage if the railway was not aware, not could it have been aware, of such properties.

4.1. Consignment note

Article 30

- (1) The consignor shall present a separate consignment note to the railway for each consignment on a special form. The railway shall prescribe and print the form of the consignment note.

(2) A special consignment note is presented for goods carried under special conditions on a passenger train.

Article 31

- (1) The consignment note shall contain:
- 1) place and date on which it was completed;
 - 2) name of destination station
 - 3) full name of consignee and his address;
 - 4) designation of the type, quantity and weight of the goods;
 - 5) wagon number, and for the wagons owned by the users of carriage the tare (where the loading is the duty of the consignor)
 - 6) full name of consignor, his address, signature and stamp;
 - 7) seal of the forwarding station;
 - 8) Carriage and other charges;
 - 9) list of documents attached to the consignment note.
- (2) The consignment note may contain the transit period and other data about the carriage.

Article 32

A separate consignment note is presented for each consignment, save for goods which due to their size require several wagons, or when agreed otherwise.

Article 33

The cosignor is responsible for the correctness of data and statements which he inserts in the consignment note, as well as for the correctness of data and statements inserted by the railway at his request.

4.2. Negotiable consignment note

Article 34

- (1) The consignor and the railway may agree that the railway can issue a consignment note on order or to the bearer (negotiable consignment note)
- (2) The duplicate consignment note for the consignor expressly states that it is a negotiable consignment note, while the duplicate accompanying the goods states that a negotiable consignment note has been issued.
- (3) The negotiable consignment note is signed by the railway and the consignor or persons they choose to authorize.
- (3) When a copy of a negotiable consignment note is produced, it shall be designated on each copy and each copy should carry a warning that goods cannot be disposed with on the basis of the copy.
- (4) The conditions of the contract for carriage and the tariff are binding for the holder of the negotiable consignment note who is not the consignor only if contained in the negotiable consignment note or if expressly stated in the consignment note.

Article 35

- (1) Negotiable consignment notes on order are transferred with endorsement, while the bearer consignment notes are transferred on surrender.

(2) The form and the legal effect of the endorsement are subject to the relevant provisions pertaining to promissory notes, save for the provisions pertaining to a refund.

(3) If the consignee is not designated in the negotiable consignment note on order, then such consignment note is transferred with an order made by the consignor.

4.3. Carriage charges and supplementary charges

Article 36

(1) The costs of carriage (carriage charges, supplementary charges, ancillary service charges) and other costs incurred during the carriage are borne by the consignor under a tariff applicable on the date on which the carriage contract was made, or by the consignee, if he has taken possession of the consignment note and the consignor has failed to bear the payment of the costs.

(2) The railway shall insert in the consignment note the amounts of the costs specified in paragraph (1) of this article and other expenses payable in cash.

Article 37

The contract may stipulate the right of the consignor to condition the release of the consignment to the consignee with a payment of a cash amount – cash on delivery payment.

4.4. Verification and ascertainment of the mass and the content of consignment

Article 38

(1) When accepting the goods for carriage, the railway is entitled to verify as to whether the consignment corresponds with the particulars of the consignment note and whether the special conditions for carriage of such goods are met.

(2) The mass and the content of the consignment may be verified by the railway in an intermediate station only if it is so required by the transport, customs and other regulations.

Article 39

(1) The railway shall, at the request made by the consignor stated in the consignment note, ascertain the mass and the number of articles if the weighing instruments available suffice and the nature of the goods and the traffic circumstances allow that.

(2) When it is not possible to ascertain the mass in the forwarding station, it shall be done at the first intermediate station.

Article 40

(1) The railway shall enter the mass and the number of packages in the consignment note and certify it.

(2) In respect of the goods loaded by the consignor, the data entered in the consignment note pertaining to the mass and the number of packages serve as evidence against the railway only in cases when the railway has ascertained the mass and the number of packages and certified it in the consignment note. As and when needed, data contained in the consignment note may be proven otherwise.

(3) If it is ascertained that the actual shortage in the mass or the number of packages is inconsistent with the data contained in the consignment note that the railway has failed to certify, such data may not serve as evidence against the railway in particular if the wagons are handed over to the consignee with regular original custom seals.

(4) If a smaller quantity of the consignment and the mass as explained in paragraph (1) of this article is ascertained when the consignment is handed over to the consignee, the railway cannot be relieved from payment of damage compensation.

Article 41

(1) The user of the carriage pays the agreed charges for ascertainment of the mass and the number of packages.

(2) The railway is entitled to charge double the amount of the difference in charge that may occur as a result of any incorrect labeling of the goods which impact the level of carriage charge levied, as well as the difference in mass exceeding 2%.

Article 42

(1) If as a result of irregular, incorrect or inappropriately entered data or statements in the consignment note a consignment of such goods is conducted that are excluded for consignment or that are subject to carriage under special conditions, and those conditions are not met or traffic safety regulations are breached, or wagons are overloaded (overload), the railway shall unload the entire consignment, or the excess load, at the first station where it is possible, with the costs and the risk borne by the consignor, and notify the consigner thereof.

(2) In the case explained in paragraph (1) of this article, the railway is entitled to seek three times the amount of the charge for the carriage performed as well as seek compensation for the damage incurred as a result.

4.5. Performance of customs and other actions

Article 43

The railway may during the transport and at expense of the user of carriage perform customs and other prescribed actions.

Article 44

(1) The consignor shall present together with the consignment note documents that are necessary for the performance of actions that need to be performed prior to the handing over of the consignment to the consignee on the basis of customs and other regulations.

(2) The railway is under no obligation to inspect the correctness and sufficiency of documents presented.

Article 45

(1) The consignor is liable to the railway for the damage caused as a result of shortcomings, incorrectness or irregularity of documents when the railway is at no fault in this respect.

(2) The railway is liable for the damage which occurred as a result of loss or improper use of the documents attached to the consignment note unless it proves that it is not responsible for the damage.

(3) The amount of the damage explained in paragraph 2 of this article may be higher than the amount that the railway would be bound to compensate should the item handed over for carriage be lost.

4.6. Modifications of the contract for carriage

Article 46

(1) Unless a negotiable consignment note is issued, the consignor is entitled, in addition to the liability for compensation of costs, to modify the contract for carriage and demand that the railway:

- 1) Withdraw the goods at the forwarding station
- 2) Stop the goods in transit;
- 3) Delay the delivery of the goods
- 4) Delivery the goods to a person other than the consignee;
- 5) Deliver the goods to an alternative destination station;
- 6) Return the goods to the forwarding station
- 7) Debit charges against items which in the consignment note are payable by the consignee to him instead of to the consignee
- 8) Impose additional charges on goods by cash on delivery payments or increase or reduce the prepayment or cancel the amount of surcharge.

(2) The request for modification of the carriage contract as well as the confirmation of the receipt of request must be made in writing.

Article 47

The consignee is entitled to modify the contract under the conditions and in a manner specified in article 46 of this law if the consignor states in the consignment note that the consignee is entitled to dispose with the consignment or if the consignor provides a duplicate of the consignment note to the consignee.

Article 48

(1) If a negotiable consignment note is issued, only an authorized holder of the negotiable consignment note may dispose with the goods under the condition that he satisfies all the obligations arising from the negotiable consignment note.

(2) The holder of the negotiable consignment note is entitled to modify the carriage contract under the conditions laid down in paragraph (1) of this article and demand:

- 1) For the carriage to be stopped
- 2) For the goods to be delivered to an alternative destination station;
- 3) For the goods to be returned to the forwarding station.

(3) The request for modification of the carriage contract as well as the confirmation of the receipt of request must be made in writing.

Article 49

The railway may refuse to execute the modification of the carriage contract:

- 1) If the execution of the modification is not possible at the moment when the request arrived at the station that was supposed to execute it;
- 2) If the execution of the modification of the contract would interfere with railway traffic operations
- 3) If the execution of the modification of the contract contravenes the customs or other regulations;

- 4) If in the event of a modification in the forwarding station the value of the goods is insufficient to cover the carriage costs to the new forwarding station unless the amount of such costs is paid upfront or a security is deposited.

Article 50

- (1) When the railway refuses the request for modification of the contract without justification as provided in article 49 of this law, it is liable for the resulting damage.
- (2) The amount of the damage explained in paragraph 1 of this article may not be higher than the amount that the railway would be bound to compensate should the item handed over for carriage be lost.

4.7. Execution of carriage

Article 51

- (1) If the nature of the goods is such as to require packing and marking, the consignor shall pack it in such way as to protect them against total or partial loss or damage in transit and to avoid damage to persons, means of transport and other objects.
- (2) The consignor is liable for the damage caused to the railway or to third parties when there is absence of packing or marking or the item is poorly packed or marked.
- (3) In the absence of any particulars as to the fact that the item is unpacked or unmarked or is poorly packed or marked, the burden of proof of such absence of packing or defective condition of the packing shall rest upon the railway.

Article 52

- (1) The consignor shall load the goods within the agreed deadline (loading deadline).
- (2) If the loading deadline is exceeded by more than 24 hours, the railway may at the expense and risk to the consignor unload the goods and store them temporarily or hand them over to a forwarding agent or to a public warehouse.
- (3) When the loading deadline is exceeded the railway is entitled to a special charge.

Article 53

- (1) The railway shall deliver the goods within the specified deadline (transit period).
- (2) When the transit period is not agreed, the railway shall perform the carriage within the time frame commonly observed for delivery of goods of that nature with consideration of the length and type of carriage.
- (3) Unless otherwise agreed, the transit period runs from midnight after the acceptance of the goods for carriage and in cases of perishables and live animals handed over before noon, on 12:00 the same day.
- (4) The transit period is extended when the consignment is stopped as a result of:
 - 1) Inspection of the content and the weight of the consignment if such inspection verifies the incorrectness of particulars inserted in the consignment note (article 36 and 37)
 - 2) Actions taken by customs and other bodies;
 - 3) Modifications of the carriage contract effected at a request of the consignor;
 - 4) Special actions concerning the consignment (provision of food and water to live animals etc);

5) Other reasons which prevent the start or continuation of the carriage if it is not the railway's fault.

(5) The railway may seek extension of the transit period on the basis of the reasons listed in paragraph (4) of this article only if the cause and the duration of the stop of the carriage are inserted in the consignment note.

(6) The transit period is observed if prior to its expiry the consignee is notified about the arrival of the consignment and if the goods are ready for handover and for consignments which do not require notification – if prior to the expiry of the transit period the goods are ready for handover

Article 54

(1) Unless otherwise specified in the contract, the railway shall notify the consignee of the arrival of the consignment and be entitled to carriage charge recovery.

(2) The railway shall notify the consignee without any delay when the consignment is ready for a handover.

(3) The railway shall state in the notification the deadline within which the goods may be picked up.

(4) The notification is deemed effected:

- 1) With a recorded mail – 24 hours after the mail has been deposited with the mail office;
- 2) By wire – 12 hours after the telegram has been ordered;
- 3) By telephone or by fax – following the conversation, or following the confirmation of receipt of the telefax during the office hours;
- 4) Directly – by hand delivery of the notification.

Article 55

(1) If during the carriage interruptions occur which may be eliminated by directing the goods to alternative routes, the goods are carried to a destination station via the alternative route without any carriage surcharge.

(2) If the interruption of the carriage did not occur at the fault of the railway, the transit period is deemed to be the actual carriage route used.

(3) If continuation of carriage is not possible due to the interruptions that have occurred or due to other reasons, the consignor may cancel the carriage contract, though he is obliged to pay the railway the charge for the actual carriage performed as well as any costs specified in the tariff if such interruptions or other reasons have occurred at no fault of the railway.

(4) The consignor may provide instructions in the consignment note if any interruption in the transit occurs.

Article 56

(1) Circumstances prevent the delivery if:

- 1) The consignee cannot be found;
- 2) The consignee refuses to accept the consignment;
- 3) The consignment note has not been purchased within the set deadline;
- 4) The competent body has banned the delivery.

(2) The railway is obliged to notify the consignor without any delay of any circumstances preventing the delivery of the consignment and seek instructions from the consignor.

(3) If the instructions sent by the consignor do not arrive within a reasonable period or if the instructions cannot be executed, or if it is not possible to notify the consignor, the railway is entitled to store the goods temporarily at the expense and risk to the consignor and in this case the railway is liable as a custodian.

(4) In cases explained in paragraph (3) of this article the railway is entitled to hand over the goods to a forwarding agent or to a public warehouse at the expense and risk to the consignor and is liable for the selection of the forwarding agent and public warehouse.

(5) The railway shall notify the consignor without any delay of the actions explained in paragraph (3) and (4) of this article)

Article 57

(1) The railway shall hand over the consignment note and deliver the goods to the consignee at the destination station designated by the consignor against a receipt and payment of the amounts chargeable to the consignee by the railway

(2) The handing over of the goods by the railway to another railway, a forwarding agent, customs or other bodies and well as temporary storage in cases stipulated in this law shall be equivalent to delivery to the consignee.

(3) The consignment note is handed over and the goods are delivered to the person carrying the report on the arrival of the goods with which the consignee has confirmed the receipt.

Article 58

(1) When the railway or the person entitled suspect that there is a partial loss or damage to the goods ready for carriage, the railway shall immediately produce a report and verify the condition and as and when needed the weight of the goods as well as the cause and the extent of damage, if possible, stating the time and the circumstance under which the damage was caused.

(2) The railway issues to the person entitled a copy of the report.

(3) Where possible, the railway shall be obliged to ascertain the loss or the damage of the goods in the presence of the person entitled and when needed in the presence of one or several experts or witnesses.

(4) If no damage is ascertained with the inspection carried out at the request of the person entitled, or if only damage previously acknowledged by the railway is identified, the person entitled shall bear the costs incurred.

Article 59

(1) The person entitled may without being required to furnish further proof, consider the goods lost when they have not been delivered to the consignee or are not being held at his disposal within thirty days after the expiry of the transit periods.

(2) If the goods are found within one year after the payment of the damage, the railway shall immediately notify in writing the person entitled of the goods recovered.

(3) Within 30 days following the date of receipt of the notification of the goods recovered, the person entitled may demand that the goods be delivered at any station provided that he pays the carriage charge from the first forwarding station to the station where the delivery is effected.

(4) If the person entitled accepts the goods recovered, he shall be obliged to return the compensation for the damage by way of deduction of the costs that may have been covered, though he will still be entitled to claim compensation for exceeding the transit period.

4.8. Takeover and sale of goods

Article 60

(1) The consignee shall take over the goods within the agreed period (take over deadline) and during regular working hours for the destination station.

(2) If the take over deadline is exceeded by more than 24 hours, the railway may at the expense and risk to the consignee unload the goods and deposit the goods for temporary storage or hand over the goods to a forwarding agent, a public warehouse or to another railway for the purpose of delivery to the consignee and the railway is liable for their selection.

(3) When the take over deadline is exceeded, the railway is entitled to impose a special charge specified in the tariff.

Article 61

(1) The railway has the right and the responsibility to demonstrate in its action due care and diligence and:

- 1) Immediately sell the goods which cannot be handed over and which as found by the destination station are liable to spontaneous decay, live animals or articles which due to the local circumstances cannot be deposited for temporary storage or handed over to a forwarding agent or a public warehouse.
- 2) Within 30 days after the expiry of the takeover deadline sell the goods which cannot be handed over and which the consignor refuses to receive back;
- 3) Sell the goods the value of which would decline steeply as a result of a long period of storage or the costs of storage would be incommensurate to the value.

(2) The railway shall notify the consignor without any delay about the sale it intends to carry out if the circumstances so allow.

(3) The railway shall produce a report from the sale and forward a copy to the consignor.

(4) The railway shall be obliged to hold the proceeds from the sale, less any costs chargeable against the goods, and the costs of the sale, at the disposal of the consignor.

(5) If such proceeds are less than those costs, the consignor shall pay the difference.

(6) If the consignee has taken possession of the consignment note and has failed to take the goods within the take over deadline, the railway shall once again invite him to take the goods away and notify him that the articles are deposited at his expense and risk.

(7) If the consignee fails to take the goods despite being invited for the second time, the railway may store or sell the goods in accordance with the provisions of this article.

4.9. Railway liability

Article 62

(1) The railway that has received the goods for carriage with a consignment note is liable for the performance of the carriage throughout the route through to the delivery of the goods to the consignee.

(2) The railway is liable for the damage that occurred during the carriage as a result of total or partial loss or damage to the goods as well as for the damage that occurred as a result of exceeding the transit period.

(3) The railway is responsible for the damage caused by the persons involved in the performance of the carriage at the order made by the railway.

Article 63

The railway is liable for the loss or damage of the goods and for the damage that occurred as a result of exceeding the transit period unless it can prove that the damage occurred as a result of action or omissions of the user of carriage, the properties of the goods or external circumstances which could not have been predicted, avoided or eliminated.

Article 64

Participating railways are jointly liable for the damage caused.

Article 65

The railway is relieved for liability when the loss or damage of the goods occurred as a result of a special risks inherent in one or more of the following circumstances :

- 1) When carriage is conducted in open wagons on the basis of applicable regulation or under agreements reached with the consignor and referred to in the consignment note.
- 2) absence or inadequacy of packing in the case of goods, and due to such shortcomings the goods are liable to loss or damage
- 3) loading operations of the goods carried out by the consignor or unloading operations carried out by the consignee under the provisions applicable thereto or under an agreement made between the consignor and the railway, or under an agreement between the consignee and the railway
- 4) the nature of certain goods which renders them inherently liable to total or partial loss or damage, especially through breakage, rust, interior and spontaneous decay, heat, leakage, desiccation, deterioration etc.
- 5) irregular, incorrect or incomplete description of articles not acceptable for carriage or acceptable subject to conditions, or failure on the part of the consignor to observe the prescribed precautions in respect of articles acceptable subject to conditions
- 6) Special risk to which live animals are exposed when carried;
- 7) Carriage of live animals or other goods which under the tariff or under an agreement made between the consignor referred to in the consignment note must be performed with be accompanied by an attendant, if the loss or damage results from the failure on the part of the attendant to avert the risks associated with the carriage of such consignment

Article 66

(1) When the railway establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the special risks referred to in Article 65 of this law, it shall be presumed that it did so arise.

(2) This presumption shall not apply in the case referred to in Article 65, paragraph (1) item 1 of this law if an obvious shortage or loss of entire packages occurred.

(3) The entitled person may prove that the damage, wholly or partly, did not occur as a result of any of the circumstances explained above.

Article 67

(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 railway shall only be liable to the extent that the wastage exceeds the following allowances, whatever the length of the route

two per cent of the mass for liquid goods or goods consigned in a moist condition, as well as for the following

- pork bristle
- wood for painting, scraped or milled
- sweet wood (virgin plant)
- fresh leaf tobacco
- cut tobacco;
- hop
- horse hair;
- roots;
- bark;
- bones, whole or ground;
- processed leather;
- raw leather;
- furr;

- fresh glue
- fats
- skin waste
- fresh mushrooms
- fresh vegetables
- dry fish;
- horns and hooves;
- soap and solid fats;
- salt;
- peat;
- coal and cox;
- fruits, dried or fresh;
- wool;
- animal tendon;

2) 1% of the mass-for other goods

(2) The railway cannot invoke the limitation of liability specified in paragraph (1) of this article if the person entitled can prove that the loss did not occur as a result of the reason which leads to a natural loss of weight of the goods as well as in the case of total loss of the goods.

Article 68

(1) If the railway is liable to pay the person entitled for the damage for total or partial loss, the value of the goods is calculated at a market price and if the price of the goods is established, then at the price established.

(2) The price is set as at the place and time of receipt of the goods carried.

(3) The amount of damage payable by the railway for loss or damage to the goods shall not exceed 15 denars per gross kilogram weight of the lost or damaged goods.

(3) When the goods are damaged, the railway shall pay the person entitled only the amount by which the value of the goods is reduced.

(4) If in case of damage the entire consignment, or only parts of the consignment, suffered loss in value, the compensation may not exceed the amount payable in the event of a loss of the entire consignment or the part of the consignment which suffered loss in value.

(5) In addition to the compensation for the damage to goods, the railway shall also refund the carriage, customs and other charges associated with the carriage of lost goods.

Article 69

(1) If the person entitled can prove that due to the exceeding of the transit period he suffered damages, including damage to goods, the railway shall compensate for the damage proven in the amount not exceeding three times the amount of the carriage charge.

- (2) In respect of lost goods, no compensation can be claimed against exceeded transit period.
- (3) In case of partial loss of articles, the compensation provided in paragraph (1) of this article may not exceed three times the amount of the carriage charge in respect of the part of the consignment which has 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, depending on the case, be payable in addition to that provided for in Article 68 of this law.
- (5) In no case shall the total of compensation payable under (1) together with that payable under Article 68 of this law, exceed the compensation which would be payable in the event of total loss of the goods

Article 70

- (1) The damage claim for the transit period being exceeded must be made within 15 days from the date on which the goods were delivered.
- (2) If the damage claim is not made within the deadline specified in paragraph (1) of this article, the railway is no longer held liable for the damage.

Article 71

The railway may invoke the provisions of article 68 and 69 of this law only if it can prove that the damage was not caused with intent or out of negligence.

Article 72

If the consignor, when handing over the goods for carriage, made a reference in the consignment note of the special security on due delivery, in addition to the compensation provided in articles 67, 68 and 69 of this law, he may seek compensation for other damages proven to the extent of the amount referred to as security.

V. Intermodal transport

Article 73

- (1) If under the contract made with the consignor the carriage is performed by operators providing difference modes of transportation services (intermodal transport) the carrier party to the contract is held liable for the damage in accordance with the regulations for compensation of damage applicable to the carrier who was performing the carriage when the damage occurred.
- (2) If the railway uses other types of carriers in the performance of the carriage without the knowledge of the consignor, the railway that entered into the contract is liable for the damage under the provisions of this law, regardless of where in the course of carriage the damage occurred, if this is more favourable to the user of carriage.

VI. Claims

Article 74

- (1) The person entitled may assert his right by making a claim to the railway in writing in a manner provided in the tariff or by bringing an action to the competent court when the railway fails to pay the compensation claimed within 30 days from the date on which the claim was made.

(2) At the request of the person entitled, the railway shall pay the accrued interest counting from the date on which the claim was made to the railway.

(3) Interest on the claim against the railway shall be calculated from the date on which the user of carriage made the claim.

Article 75

- (1) Under this law, the following persons have the right to make a claim or bring an action ;
- 1) passenger- in case of carriage of passengers and luggage;
 - 2) Consignor – for as long as he is entitled to dispose with the goods and in case of claims against cash on delivery payments
 - 3) Consignee – from the moment of receipt of the consignment note.
- (2) Claim may be made and action brought by a third party if the right against the railway has been transferred onto him by the persons specified in paragraph (1) of this article.

Article 76

- (1) The right against the railway arising from the contract for carriage of goods and luggage is extinguished when the person entitled accepts the consignment.
- (2) Notwithstanding the above, the rights of actions specified in paragraph (1) of this article shall not be extinguished:
- 1) If the person entitled can prove that the damage was caused with intent or out of negligence on the part of the railway;
 - 2) In case of partial loss or damage if:
 - a) Partial loss or damage is ascertained in accordance with the provisions of article 58 of this law before the acceptance of the consignment by the person entitled
 - b) the ascertainment which should have been carried out under article 58 of this law was omitted through the fault of the railway;
 - 3) in the case of partial loss or damage which is not apparent and is not ascertained until after acceptance of the goods by the person entitled
 - a) provided that the request for ascertainment of damage of partial loss under article 59 of this law was made by the person entitled immediately after the discovery of the damage and not later than 3 days in case of luggage and 7 days in case of goods, counting from the date of acceptance and provided that the person entitled can prove that the damage occurred between the time of acceptance of goods for carriage and the time of delivery of consignment.
 - 4) If the claim is with respect to recovery of paid amounts or cash on delivery payments

VII. Limitation of actions

Article 77

Claims arising from the contract become time barred:

- 1) Claims on the grounds of carriage, ancillary services, supplements and other expenses overcharge or undercharge
- 2) Claims arising from death, personal injury or other bodily or mental harm of passengers – after three years;
- 3) Other claims – after three years unless otherwise provided in this law.

Article 78

The period of limitation shall run:

- 1) In case of carriage of passengers – from the date on which the validity of the travel ticket expires
- 2) In actions resulting from death, personal injuries or mental suffering of passengers – from the date of accident, or from the date on which the damage occurred;
- 3) In actions for compensation for partial loss or damage to goods or luggage, as well as in case of exceeding the transit period – from the date of delivery of goods or luggage;
- 4) In actions for compensation for total loss of goods – from the thirtieth day after the expiry of the transit period
- 5) In actions for compensation for total loss of luggage– from the fourteenth day after the expiry of the transit period
- 6) In actions for payment of overcharge or undercharge – from the date of payment, and where no payment has been made – from the date of delivery of consignment;
- 7) In actions for payment of overcharge or undercharge, if the consignor has deposited the amount against carriage costs which cannot be ascertained accurately when the goods are handed over for carriage, but is calculated additionally – on the date on which the calculation was made by the railway and the consignor;
- 8) in an action by the railway for recovery of a sum which has been paid by the consignee instead of by the consignor or vice versa and which the railway is required to refund to the person entitled, from the day of the claim for a refund
- 9) In actions pertaining to surcharges – from the 14th day after the date of expiry of the transit period;
- 10) In actions to recover proceeds from the sale, in the event that the railway has sold the goods, remaining after the claim has been settled – from the day of the sale;
- 11) In actions to recover the amounts paid by the railway to the customs body on behalf of the user – from the date of payment;
- 12) In all other cases – from the date on which the right of action arises.

Article 79

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

Article 80

- (1) The period of limitation is suspended when the claim in writing is made to the railway and recommences on the day on which the person entitled receives a rejection of the claim in writing and the documents attached to the claim.
- (2) The period of limitation shall not be suspended by further claims having the same object.
- (3) The limitation shall under no circumstance come into effect before the expiry of the period of 30 days from the date of receipt of the response to the claim.

VIII. Transitional and final provisions

Article 81

In the event of changes in parity of domestic currency, the National Bank of the Republic of Macedonia may change the monetary amounts specified in articles 18, 24 and 68 of this law which constitute the limit of liability of the railway to reflect any changes in the parity of denar.

Article 82

The provisions of this law shall not apply to carriage contracts concluded after it has come into force or to dispute arising from such contracts.

Article 83

PE "Macedonian Railways" HO – Skopje must bring the tariff in line with the provisions of this law within 60 days following the entry into force of this law.

Article 84

Any relations arising from the contracts for carriage of passengers and goods which are not regulated with this law shall be subject to the Law on obligations.

Article 85

As from the date on which this law comes into force, the Law on carriage contracts (Official Journall of SFRJ" no.) shall no longer be effective 2/74)

Article 86

This law shall enter into force eight days after its publication in the "Official Journa of the Republic of Macedonia"