

The CUU (GCU/AVV) on mutual acceptance of wagons at border points

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Introduction, sources of information, meetings held

- Objective: to propose the new general contract for the use of wagons in SEETO Participants in compliance with the Europe-wide CUU
- The Consultant prepared explanations of technical, operational and liability principles for CUU agreement and discussed them in meetings with railway undertakings during the missions carried out in February - March 2009
- The Consultant has prepared an agreement among Railway Undertakings for the mutual acceptance of technical inspections based on the rules of CUU.

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Objective

- to speed up the international rail freight traffic

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Legal basis

- The **Agreement** is based on the
- General Contract of the Use for wagons (GCU) - hereinafter CUU -, often called AVV in this region
- the leaflet of the International Union of Railways, - hereinafter UIC Leaflet 471-2 VE - "Technical conditions governing the exchange of freight wagons between railway undertakings"

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Scope of application

The **Agreement** is valid for technical transfer inspections of freight wagons which are exchanged between two railway undertakings, whenever **the railway undertaking that formed the train hands over the train to the receiving railway undertaking** and the receiving railway undertaking accepts the train with its wagons without carrying out the technical transfer inspection at the point of exchange.

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Basic obligations

The freight wagons handed over in the technical status stipulated in:

- Appendix 9 of CUU "Conditions for the technical transfer inspection of wagons" as in force
- Appendix 11 of CUU "Inscriptions and signs on wagons" as in force
- The respective UIC regulations for shipment (the former RIV Appendix II)
- The RIV Appendices, in particular Appendix XII as in force in the respective networks of the railway undertakings **whenever the railway undertakings are not signatory to the CUU.**
- The respective RIV regulations as in force and applied by the respective railway undertakings

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The technical transfer inspection

- The technical transfer inspection shall be carried out by qualified employees of the **Contracting Parties** according to Appendix 9 CUU.

Rules for the organisation of the technical transfer acceptance

- The RU which has formed the train is **Contracting Party**.
- The RU forming the train, **the dispatching RU**, carries out the technical transfer inspection for every train destined to be exchanged according to the rules of Appendix 9 CUU and the respective UIC loading guidelines.
- The dispatching RU has a contract with a RU which is **Contracting Partner** but the dispatching RU is no **Contracting Partner**.
- In this case, the receiving RU which is **Contracting Partner**, shall carry out the technical transfer inspection according to the rules outlined in Appendix 9 CUU and the competent UIC rules on loading.

Rules for the organisation of the technical transfer acceptance

- The dispatching RU is not a RU of this **Agreement** and has no agreement with a RU which is **Contracting Party**.
- In this case, the receiving RU which is **Contracting Party** shall carry out the wagon inspection at the exchange point according to the rules outlined in Appendix 9 CUU and the competent UIC rules on loading.

Non-validity of the Agreement

The **Agreement** is not valid for trains among RUs which are **Contracting Parties**, if the train contains:

- extraordinary consignments
- has wagons with specific consignments which have been excluded from the mutual acceptance of transfer inspection

Special case: Combined Traffic

- Trains of the combined traffic which contain extraordinary consignments, the **Agreement** may be applied whenever the published international timetables contain the necessary information on extraordinary consignments and the specific profiles for combined traffic have been clearly marked and the trains for combined traffic fulfill these conditions.

Special case: Combined Traffic - continuation

- In trains with single wagons, combined transport consignments can only be integrated if the trains run according to the conditions for combined traffic i.e. in the published international timetable, inscriptions and signs on wagons or containers.

Quality Management

- The **Contracting Parties** apply the quality management system as stipulated in Appendix 9 CUU. They may agree to attain the cumulative defect value (CDV) as mentioned in Point 4.8 of Appendix 9 CUU.
- Trains running under this **Agreement** which require an additional technical transfer inspection at the exchange point in order to ensure safe operations or avoid high quality losses shall be mentioned in **Appendix 1A**.
- Particularities with respect to conditions required by **Contracting Parties** or specific relations are mentioned in **Appendix 2**.



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Take-over procedures I

- If the RU that is the **first Contracting Party** to take over a transport from another RU that is **not a Contracting Party** and carries out technical transfer inspections at the exchange points or has agreed with another RU mutual acceptance, such RU which is the **first Contracting Party** to take over the train, **may not** carry out technical transfer inspection at the exchange point.
- Such RUs **which are not Contracting Party** are enumerated in **Appendix 1B**.
- In case that one **Contracting Party** refuses to accept trains, the **first Contracting Party** is obliged to carry out the technical transfer inspection with reference to **Point 3.3 of the Agreement**.



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Take-over procedures II

- The trains which have received technical transfer inspections at the exchange points shall not be subject to shunting.
- If shunting after a technical transfer inspection at the exchange point is necessary, the trains must be checked after shunting for possible damage of wagons and consignment that might have occurred during the shunting, on the basis of Appendix 9 CUU.



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Treatment of irregularities I

- The receiving RU shall not refuse any wagons which have been received with defects of the wagon or the consignment.
- The receiving RU shall treat such wagons by applying the respective rules and agreements.
- Whenever the receiving RU discovers severe damage/defects or an accumulation of damages/defects it shall make a report according to **Appendix 4** to be sent to the train forming RU, if possible with photographic documentation.
- The receiving RU may demand that certain wagons or wagons with certain consignments shall be taken out of a train.



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Treatment of irregularities II

- Severe is meant to be all damages/defects which lead to the separation of the wagon from the train for safety reasons.
- In case that such gross damages/defects appear frequently, the receiving RUs shall decide upon respective measures.
- Each **Contracting Party** is free to invite the respective RUs in question.
- In case that wagons which should be taken out of the train according to Point 3.4 of the Agreement shall remain in the respective train, the RU forming the train shall be liable and shall indemnify the receiving RU.



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Assessment and treatment of damages, liability I

- Assessment according to the rules of CUU:
- The costs resulting from damages shall be allocated according to **Appendix 6**, which according to Art. 22.1 and 22.4 CUU "Liability of the user RU" in connection with Appendix 12 CUU "Catalogue of damage to wagons" have occurred and cannot be attributed to any of the participating RUs.
 - The Contracting Parties shall not lay any claim against the personnel of the other contracting Party.



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Assessment and treatment of damages, liability II

- Incidents caused by wagons and their consignment occurring to the receiving RU shall be investigated by the receiving RU.
- The RU that has formed the train shall be entitled to participate in the investigation as long as such participation does not cause significant delays.
- The RU which has formed the train receives a copy of the investigation report.
- The liability for damages which are caused by one wagon is regulated in Article 27 CUU "Principle of liability".



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Thank you for your attention!



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