

- Protocol to Amend the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924 (Brussels, 1968);
- Protocol Amending the International Convention for the Unification of Certain Rules relating to Bills of Lading of 25 August 1924, as amended by the Protocol of 23 February 1968 (Brussels, 1979);
- United Nations Convention on the Carriage of Goods by Sea, 1978 (Hamburg);

III. Multimodal Transport

- United Nations Convention on International Multimodal Transport of Goods (Geneva, 1980);

IV. Rail Transport

- Accord Concernant le Transport International des Marchandises par Chemins de Fer (SMGS) (1966);
- Convention Concerning International Carriage by Rail (COTIF) (1980);

V. Road Transport

- Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 1956);
- Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR), Geneva, 1956 (Geneva, 1978).

**B. Liability of operators of transport terminals:
revised text of draft uniform rules on liability of operators of transport terminals
based upon discussions and decisions at tenth session of Working Group:
note by the Secretariat (A/CN.9/WG.II/WP.60) [Original: English]**

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INTRODUCTION

1. At its tenth session (1-12 December 1986), the Working Group on International Contract Practices considered draft articles 5 to 17 of uniform rules on the liability of operators of transport terminals on the basis of texts that had been prepared by the secretariat

(A/CN.9/WG.II/WP.58). The Working Group also considered draft articles 1 to 3, for which texts had been prepared by the Working Group at its ninth session (A/CN.9/275, paragraphs 16 to 45). The Working Group did not have time to consider draft article 4. The report of the Working Group on the work of its tenth session is contained in A/CN.9/287.

2. The present document contains revisions of draft articles 1 to 3 and 5 to 16 on the basis of discussions and decisions by the Working Group at its tenth session. Draft article 4 as prepared by the Working Group at its ninth session and the notes adopted by the Working Group for guidance in consideration of that draft article (A/CN.9/275, paragraph 58) are also set forth. The changes made in the present text to the language of draft articles 1 to 3 as set forth in A/CN.9/287 and draft articles 5 to 16 as set forth in A/CN.9/WG.II/WP.58 are indicated in the footnotes to the present text. For reasons given in footnote 36, below, the procedure for revising the limits of liability cannot be implemented in the precise manner tentatively agreed to by the Working Group at its tenth session; accordingly, draft article 17 has been reformulated so as to conform as closely as possible to the procedure envisaged by the Working Group.

**Revised text of draft uniform rules on liability
of operators of transport terminals**

Article 1

DEFINITIONS¹

For the purposes of this [Law][Convention]:

(1) "Operator"² means a person who, in the course of his business, undertakes to take in charge goods [involved in international carriage]³ in order to provide or to procure transport-related services with respect to the goods in an area under his control or in respect of which he has a right of access or use. However, a person shall not be considered an operator [:

(a) in respect of goods that he transfers between a carrier and another person, between two carriers or from one means of transport to another, without storage, or

(b) to the extent that he is responsible for the goods as a carrier or multimodal transport operator under applicable rules of law governing carriage.

(2) "Goods"⁴ includes any container, trailer, chassis, barge, pallet, railway wagon or similar article of transport or packaging, if not supplied by the operator.

(3) "International carriage"⁵ means any carriage in which the place of departure and the place of destination are identified as being located in two different States when the goods are taken in charge by the operator.

¹If a provision along the lines of paragraph (5) is retained in this article, the title of the article may have to be changed since paragraph (5) is not, strictly speaking, a definition. It may be preferable to set forth that provision as a separate article.

²This definition is that set forth in A/CN.9/287, para. 122, modified in accordance with para. 124.

³The words "involved in international carriage" have been placed within square brackets only to call attention to the question of whether the requirement that the goods be involved in international carriage should be set forth in article 1 or in article 2; see A/CN.9/287, para. 123.

⁴This definition is that set forth in A/CN.9/287, para. 129.

⁵This definition is that set forth in A/CN.9/287, para. 135.

(4) "Transport-related services"⁶ includes such services as storage, warehousing, loading, unloading, stowage, trimming, dunnaging and lashing.

[(5) Any notice given or request made pursuant to this [Law][Convention] shall be given or made in a form which provides a record of the information contained therein.⁷]

Article 2

SCOPE OF APPLICATION⁸

(1) This [Law][Convention] applies whenever the transport-related services⁹ are performed:

(a) in the territory of [this][a contracting] State [,and

(b) in relation to goods which are involved in international carriage].¹⁰

(2) However, this [Law][Convention] shall not apply where the operator proves that he did not know and could not have known that the goods were involved in international carriage.

Article 3

PERIOD OF RESPONSIBILITY¹¹

The operator shall be responsible for the goods from the time he has taken them in charge until the time he has handed them over or made them available to¹² the person entitled to take delivery of them.

Article 4

ISSUANCE OF DOCUMENT¹³

(1) [*Alternative 1*] The operator shall [in all cases], without unreasonable delay, either:

⁶This definition is that set forth in A/CN.9/287, para. 128.

⁷The language of this provision is that set forth in A/CN.9/287, para. 136, modified in accordance with para. 140.

⁸In accordance with A/CN.9/287, para. 141, the language of this article is based upon article 2 as prepared by the Working Group at its ninth session (A/CN.9/275, para. 41). Paragraph (1) is based on alternative 2 prepared by the Working Group. The words "[Convention][Law]" appearing in A/CN.9/275, para. 41, have been reversed in order to achieve consistency as to the order of these words throughout the text. Paragraph (2) was deleted in A/CN.9/287, para. 147. Paragraph (3) as amended in A/CN.9/287, para. 150, has been re-numbered as paragraph (2).

⁹The Working Group at its ninth session provisionally included the word "operations" in alternative 2 of paragraph (1) in order to designate the operations covered by the uniform rules (A/CN.9/275, para. 41). In accordance with A/CN.9/275, para. 41, note c, it has been replaced in this draft by the term "transport-related services".

¹⁰See A/CN.9/287, para. 144; also, paras. 120 and 123.

¹¹The language of this article is that set forth in A/CN.9/287, para. 153.

¹²The Working Group may wish to consider whether the words "made them available to" should be changed to "placed them at the disposal of" in order to correspond with the language used in the Hamburg Rules (art. 4(2)(b)(ii)) and the Multimodal Convention (art. 14(2)(b)(ii)).

¹³The Working Group did not have time to consider article 4 at its tenth session. The following is the text of that article prepared by the Working Group at its ninth session and the notes adopted by it for guidance in consideration of that text (A/CN.9/275, para. 58).

[*Alternative 2*] Unless and to the extent that such requirement is waived by the customer, the operator shall, without unreasonable delay, either:

[*Alternative 3*] At the request of the customer the operator shall, without unreasonable delay, either:

[*Alternative 4*] The operator may, at his option, either:

[*Alternative 5*] The operator may, and at the customer's request shall, without unreasonable delay, either:

(a) acknowledge his receipt of the goods by signing a document produced by the customer identifying the goods and stating their condition and quantity, or

(b) issue a signed document acknowledging his receipt of the goods and the date thereof, and stating their condition and quantity insofar as they can be ascertained by reasonable means of checking.

(2) If the operator fails to act in accordance with either sub-paragraph (a) or (b) of paragraph (1), he is rebuttably presumed to have received the goods in apparently good condition.

(3) The document referred to in sub-paragraph (b) of paragraph (1) of this article may be issued in any form which preserves a record of the information contained therein.

(4) A document under this article shall be signed by the operator or on his behalf by a person having authority from him. The signature may be made in handwriting, printed, in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means.

[(5) The absence from the document of one or more of the particulars referred to in paragraph (1) of this article shall not affect the legal character of the document as a document of the operator.]

Notes

a. The various alternatives to paragraph (1) reflect various approaches to the question of whether and the extent to which the operator should be obligated to issue a document. The final wording of this provision could contain elements of one or more of the alternatives.

b. A view was expressed that if the operator was obligated to issue a document only at the request of his customer, the value of the presumption provided for by paragraph (2) would be limited.

c. A view was expressed that the phrase "without unreasonable delay" in paragraph (1) was misleading, and that a definite period of time should be specified.

d. Sub-paragraph (a) of paragraph (1) is intended to take account of the practice in some terminals.

e. The phrase "reasonable means of checking" in sub-paragraph (b) of paragraph (1) is not intended to require an operator to open sealed containers.

f. With respect to paragraph (4), a view was expressed that if another person was authorized to sign a document

on behalf of the operator, his ability to do so by mechanical and similar means should be restricted.

g. A view was expressed that paragraph (5) was needed in order to preserve the legal character of the document. According to an opposing view, however, such a provision was important in transport conventions where the transport document was negotiable, constituted a document of title to the goods or served as the contract of carriage; however, that was not the case with the document of the operator, and paragraph (5) was therefore unnecessary.

h. In accordance with a decision of the Working Group at its eighth session, this draft article does not deal with negotiable documents.

Article 5

BASIS OF LIABILITY¹⁴

(1) The operator is liable for loss resulting from loss of or damage to the goods, as well as for delay in handing over the goods to a person entitled to receive them, if the occurrence which caused the loss, damage or delay took place during the period of the operator's responsibility for the goods as defined in article 3 of this [Law][Convention], unless he proves that he, his servants, agents or other persons of whose services the operator makes use for the performance of the transport-related services¹⁵ took all measures that could reasonably be required to avoid the occurrence and its consequences.

(2) Where a failure on the part of the operator, his servants, agents or other persons of whose services the operator makes use for the performance of the transport-related services to take the measures referred to in paragraph (1) of this article combines with another cause to produce loss, damage or delay, the operator is liable only to the extent that the loss resulting from such loss, damage or delay is attributable to that failure, provided that the operator proves the amount of the loss not attributable thereto.

(3) Delay in handing over the goods to a person entitled to receive them occurs when the operator fails to hand them over to such person within the time expressly agreed to by the operator or, in the absence of such agreement, within a reasonable time after receiving a request for the goods by such person.

(4) If the operator does not hand over the goods to a person entitled to receive them within a period of [] consecutive days following the date agreed to by the parties for handing over the goods or, in the absence of such an agreement, following the date of the request of such person, the goods may be treated as lost.¹⁶

¹⁴The language of this article is that found in A/CN.9/WG.II/WP.58 except as noted below. Paragraph (2) has been deleted (see A/CN.9/287, para. 19).

¹⁵In this and subsequent provisions, the Secretariat has substituted the term "transport-related services" for the term "[safekeeping and operations] referred to in article 3 . . ." appearing in A/CN.9/WG.II/WP.58 in order to be consistent with the decision in respect of article 2; see note 9 above.

¹⁶Paragraph (4) (formerly paragraph (5)) has been modified to reflect the suggestion in A/CN.9/287 para. 22.

Article 6**LIMITS OF LIABILITY¹⁷**

(1) The liability of the operator for loss resulting from loss of or damage to goods under this [Law][Convention] is limited to an amount not exceeding [2.75] units of account per kilogramme of gross weight of the goods lost or damaged. However, if the goods are involved in international carriage which does not, according to the contract of carriage, include carriage of goods by sea or by inland waterways, the liability of the operator shall be limited to an amount not exceeding [8.33] units of account per kilogramme of gross weight of the goods lost or damaged.¹⁸

(2) The liability of the operator for delay in handing the goods over according to the provisions of article 5 of this [Law][Convention] is limited to an amount equivalent to two and a half times the charges payable to the operator for his services in respect of the goods delayed, but not exceeding the total of such charges in respect of the consignment of which the goods were a part.¹⁹

(3) In no case shall the aggregate liability of the operator under both paragraphs (1) and (2) of this article exceed the limitation which would be established under paragraph (1) for total loss of the goods in respect of which such liability was incurred.

(4) The operator may agree to limits of liability exceeding those provided in paragraphs (1), (2) and (3).

Article 7**APPLICATION TO
NON-CONTRACTUAL CLAIMS²⁰**

(1) The defences and limits of liability provided for in this [Law][Convention] apply in any action against the operator in respect of loss of or damage to the goods for which he is responsible under this [Law][Convention], as well as delay in delivery of such goods, whether the action is founded in contract, in tort or otherwise.

(2) If such an action is brought against a servant or agent of the operator, or another person of whose services the operator makes use for the performance of the transport-related services, such servant, agent or person, if he proves that he acted in the performance of the services for which he was engaged by the operator, is entitled to avail himself of the defences and limits of liability which the operator is entitled to invoke under this [Law][Convention].

¹⁷The language of this article is that set forth in A/CN.9/WG.II/WP.58 except as noted below. Paragraphs (4) and (6) were deleted at the tenth session, A/CN.9/287, paras. 39 and 41.

¹⁸The language of this paragraph is that set forth in A/CN.9/287, para. 29 (see para. 32), modified in accordance with A/CN.9/287, para. 35.

¹⁹The language of this paragraph is that set forth in article 6(2) in A/CN.9/WG.II/WP.58, modified in accordance with A/CN.9/287, paras. 36 and 37.

²⁰Paragraphs (1) and (3) contain the language set forth in A/CN.9/WG.II/WP.58, article 7(1) and (3), as decided in A/CN.9/287, paras. 42 and 46, respectively. Paragraph (2) has been modified to reflect the suggestion in A/CN.9/287, para. 44.

(3) Except as provided in article 8 of this [Law][Convention], the aggregate of the amounts recoverable from the operator and from any servant, agent or person referred to in paragraph (2) of this article shall not exceed the limits of liability provided for in this [Law][Convention].

Article 8**LOSS OF RIGHT TO LIMIT LIABILITY²¹**

(1) The operator is not entitled to the benefit of the limit of liability provided for in article 6 of this [Law][Convention] if it is proved that the loss, damage or delay resulted from an act or omission of the operator himself or his servants done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

(2) Notwithstanding the provision of paragraph (2) of article 7 of this [Law][Convention], a servant or agent of the operator or another person of whose services the operator makes use for the performance of the transport-related services is not entitled to the benefit of the limit of liability provided for in article 6 of this [Law][Convention] if it is proved that the loss, damage or delay resulted from an act or omission of such servant, agent or person done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

Article 9**SPECIAL RULES ON DANGEROUS GOODS²²**

If dangerous goods are handed over to an operator without being marked, labelled, packaged or documented in accordance with any applicable international, national or other rule of law or regulation relating to dangerous goods, and if, at the time the goods are handed over to him, the operator does not otherwise know of their dangerous character, he is entitled:

(a) to take all precautions the circumstances may require, including, when the goods pose an imminent danger to any person or property, destroying the goods, rendering them innocuous, or disposing of them by any other means, without payment of compensation for damage to or destruction of the goods resulting from such precautions, and

(b) to receive reimbursement for all costs to the operator of taking the measures referred to in subparagraph (a).

Article 10**RIGHTS OF SECURITY IN GOODS**

(1) The operator has a right of retention over the goods for costs and claims relating to the transport-related services performed by him in respect of the goods during the period of his responsibility for them. However, nothing in this [Law][Convention] shall affect the validity under [other legal rules of this State][national law] of any

²¹The language of this article is that set forth in A/CN.9/WG.II/WP.58.

²²The language of this article is that set forth in A/CN.9/287, para. 60, with subparagraph (a) modified in accordance with para. 63 and subparagraph (b) in accordance with para. 65.

contractual arrangements extending the operator's security in the goods.²³

(2) The operator is not entitled to retain the goods if a sufficient guarantee for the sum claimed is provided or if an equivalent sum is deposited with a mutually accepted third party or with an official institution in [this State][the State where the transport-related services were performed].²⁴

(3) In order to obtain the amount necessary to satisfy his claim, the operator is entitled to sell the goods over which he has exercised the right of retention provided in this article to the extent permitted by the law of the place where the transport-related services were performed. Before exercising any right to sell the goods, the operator shall make reasonable efforts to give notice of the intended sale to the owner of the goods, the person from whom the operator received them, and the person entitled to receive them from the operator. The operator shall account appropriately for the balance of the proceeds of the sale in excess of the sums due to the operator plus the reasonable costs of the sale. The right of sale shall in other respects be exercised in accordance with the law of the place where the transport-related services were performed.²⁵

Article 11

NOTICE OF LOSS, DAMAGE OR DELAY²⁶

(1) Unless notice of loss or damage, specifying the general nature of the loss or damage, is given to the operator not later than the working day after the day when the goods were handed over to the person entitled to take delivery of them, the handing over is *prima facie* evidence of the handing over by the operator of the goods as described in the document signed or issued by the operator pursuant to article 4 or, if no such document was signed or issued, in good condition. Such notice may be given orally.²⁷

²³The first sentence of this paragraph is that set forth in A/CN.9/WG.II/WP.58. The second sentence is based on the decision in A/CN.9/287, para. 66 with the words "[other legal rules of this State]" added for the eventuality that the uniform rules are adopted in the form of a model law.

²⁴The language of this paragraph is that set forth in A/CN.9/WG.II/WP.58, substituting "transport-related services" for "[safekeeping and operations]".

²⁵The language of this paragraph is that set forth in A/CN.9/287, para. 74, substituting "transport-related services" for "[safekeeping and operations]".

²⁶The language of this article is that set forth in A/CN.9/WG.II/WP.58 except as noted below. Paragraph (6) was deleted in accordance with A/CN.9/287, paras. 86 and 87.

²⁷The secretariat was requested by the Working Group to consider the possibility of amending article 11(1) in order to clarify that oral notice was sufficient for apparent loss or damage, if it was given immediately (A/CN.9/287, para. 140). The final sentence of this paragraph has been added to the language of article 11(1) in A/CN.9/WG.II/WP.58 in order to take account of that request. It does not, however, contain the proviso that oral notice must be given "immediately". The Working Group may wish to consider whether the basic time limit established under article 11(1) (i.e., that notice of apparent loss or damage must be given not later than the working day after the day when the goods were handed over by the operator) is sufficiently "immediate" for oral notice. Such a time limit has the advantage of certainty. Setting forth a special rule that oral notice must be given "immediately" might lead to uncertainty in particular cases as to whether notice was timely.

(2) Where the loss or damage is not apparent, the provisions of paragraph (1) apply correspondingly if notice is not given within 7 consecutive days after the day when the goods reached their final destination, but in no case later than 45 consecutive days after the day when the goods were handed over to the person entitled to take delivery of them.²⁸

(3) If the operator participated in a survey or inspection of the goods at the time when they were handed over to the person entitled to take delivery of them, notice need not be given to the operator of loss or damage ascertained during that survey or inspection.

(4) In the case of any actual or apprehended loss or damage, the operator and the person entitled to take delivery of the goods must give all reasonable facilities to each other for inspecting and tallying the goods.

(5) No compensation shall be payable for loss resulting from delay in handing over the goods unless notice has been given to the operator within 21 consecutive days after the day when the goods were handed over to the person entitled to take delivery of them.²⁹

Article 12

LIMITATION OF ACTIONS³⁰

(1) Any action under this [Law][Convention] is time-barred if judicial or arbitral proceedings have not been instituted within a period of two years.

(2) The limitation period commences on the day on which the operator hands over the goods or part thereof to a person entitled to take delivery of them, or, in cases of total loss of the goods, on the day the operator notifies the person entitled to make a claim that the goods are lost, or, if no such notice is given, on the day that person may treat the goods as lost in accordance with article 5 of this [Law][Convention].

(3) The day on which the limitation period commences is not included in the period.

(4) The operator may at any time during the running of the limitation period extend the period by a declaration in writing to the claimant. The period may be further extended by another declaration or declarations.

(5) A recourse action by a carrier or another person against the operator may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if it is instituted within 90 days after the carrier or other person has been held liable in an action against himself or has settled the claim upon which such action was based and if, within a reasonable period of time after the filing of a claim against a

²⁸The language of this paragraph is that set forth in A/CN.9/287, para. 80.

²⁹The words "60 days" have been changed to "21 days" (see A/CN.9/287, para. 85).

³⁰The language of this article is that set forth in A/CN.9/WG.II/WP.58 except as noted below.

carrier or other person that may result in a recourse action against the operator, notice of the filing of such a claim has been given to the operator.³¹

Article 13

CONTRACTUAL STIPULATIONS³²

(1) Unless otherwise provided in this [Law][Convention], any stipulation in a contract for the provision of transport-related services concluded by an operator or in any document signed or issued by the operator pursuant to article 4 of this [Law][Convention] is null and void to the extent that it derogates, directly or indirectly, from the provisions of this [Law][Convention]. The nullity of such a stipulation does not affect the validity of the other provisions of the contract or document of which it forms a part.

(2) Notwithstanding the provisions of paragraph (1) of this article, the operator may agree to increase his responsibilities and obligations under this [Law][Convention].

Article 14

INTERPRETATION OF THIS CONVENTION³³

[For convention only]

In the interpretation and application of the provisions of this Convention, regard shall be had to its international character and to the desirability of promoting international uniformity with respect to the treatment of the issues dealt with in this Convention.

Article 15

INTERNATIONAL TRANSPORT CONVENTIONS³⁴

This [Law][Convention] does not modify any rights or duties which may arise under an international convention relating to the international carriage of goods which is binding on [this State][a State which is a party to this Convention] [or any law of [this State] [such State] relating to the international carriage of goods].

Article 16

UNIT OF ACCOUNT³⁵

[For model law]

The unit of account referred to in article 6 of this Law is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in article 6 are to be expressed in [the national currency] according to the value of [the national currency] at the date of judgement or the date agreed

³¹The language of this paragraph has been modified to reflect the agreements set forth in A/CN.9/287, para. 92.

³²The language of this article is based upon that set forth in A/CN.9/WG.II/WP.58, substituting "for the provision of transport-related services" for "[for the safekeeping of goods]".

³³The language of this article is that set forth in A/CN.9/WG.II/WP.58.

³⁴The language of this article is that set forth in A/CN.9/WG.II/WP.58, with the modification in respect of square brackets set forth in A/CN.9/287, para. 100.

³⁵See A/CN.9/287, para. 101.

upon by the parties. [[For States members of the International Monetary Fund:] The equivalence between [the national currency] and the Special Drawing Right is to be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions.] [[For States which are not members of the International Monetary Fund:] The equivalence between [national currency] and the Special Drawing Right is to be calculated in the following manner [indicate a manner of calculation which expresses in the national currency as far as possible the same real value for the amounts in article 6 as is expressed there in units of account]].

[For convention]

(1) The unit of account referred to in article 6 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in article 6 are to be expressed in the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The equivalence between the national currency of a contracting State which is a member of the International Monetary Fund and the Special Drawing Right is to be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operation and transactions. The equivalence between the national currency of a contracting State which is not a member of the International Monetary Fund and the Special Drawing Right is to be calculated in a manner determined by that State.

(2) The calculation mentioned in the last sentence of paragraph (1) is to be made in such a manner as to express in the national currency of the contracting State as far as possible the same real value for amounts in article 6 as is expressed there in units of account. Contracting States must communicate to the Depositary the manner of calculation at the time of signature or when depositing their instrument of ratification, acceptance, approval or accession and whenever there is a change in the manner of such calculation.

Article 17

REVISION OF LIMITS OF LIABILITY

[For convention]³⁶

(1) The Depositary shall convene a meeting of a Committee composed of a representative from each

³⁶In accordance with A/CN.9/287, para. 112, the UNCITRAL secretariat consulted with the appropriate authorities within the United Nations Office of Legal Affairs with respect to the revision procedure tentatively agreed to by the Working Group at its tenth session (see A/CN.9/287, para. 102-111). The authorities have concluded that that procedure would present substantial legal and procedural difficulties. The authorities have advised, however, that it would be permissible for a meeting of the parties to the Convention to decide on a revision of the limits of liability to be convened on the occasion of an UNCITRAL session and to be serviced by the UNCITRAL secretariat, subject to resolution by appropriate United Nations bodies of the administrative and financial implications of such a procedure. The text presented in this article is an example of how such a procedure, if agreed to by the Working Group, might be formulated. It conforms as closely as possible to the procedure tentatively agreed to by the Working Group at its tenth session.

Contracting State to consider increasing or decreasing the amounts in article 6 of this Convention:

(a) upon the request of at least one-quarter of the Contracting States, or,

(b) when an amendment of a limit of liability³⁷ in respect of loss, damage or delay of goods³⁸ set forth in one of the Conventions hereinafter named is adopted.³⁹ The Conventions are: [insert Conventions].

(2) The meeting of the Committee shall take place on the occasion and at the location of the session of the United Nations Commission on International Trade Law immediately following the event giving rise to the convocation of the meeting.

(3) In determining whether the limits should be amended, and, if so, by what amount, the following criteria, determined on an international basis, and any other criteria considered to be relevant, shall be taken into consideration:

(a) the amount by which the limits of liability in a convention referred to in paragraph (1)(b) of this article have been amended;

(b) the value of goods handled by operators;

³⁷Subparagraph (b) refers to "a limit of liability" rather than "the limits of liability", with the intent that an amendment of any limit in one of the specified transport conventions (e.g. a limit in respect of loss or damage) would trigger a revision conference which could amend any limit in the uniform rules (e.g. limits in respect of loss, damage or delay).

³⁸Under this subparagraph, in order to trigger the revision mechanism the amended limit under a specified transport convention must be a limit in respect of loss, damage or delay in respect of goods, and not, for example, in respect of death or personal injury.

³⁹The procedures for amending the limits of liability in respect of loss, damage or delay under various international transport conventions differ. For example, the Hamburg Rules provide for the convening by the Depositary of a revision conference to amend the limits (art. 33). The Convention Concerning International Carriage by Rail (COTIF) provides for the limits to be amended by a Revision Committee established under the Convention (art. 19; see also art. 8). The Warsaw Convention, both as originally adopted and as amended by the Hague and Guatemala Protocols, contains no specific procedure for amending the limits (cf. art. 41). However, separate protocols have been adopted to amend the limits in those texts (Montreal Protocols No. 1, 2 and 3). In the case of the Hamburg Rules, an amendment enters into force on the first day of the month following one year after its acceptance by 2/3 of the Contracting States (art. 33(4)); an amendment under COTIF enters into force on the first day of the twelfth month following the month in which the Central Office notifies it to member States, unless 1/3 of the member States have objected within 4 months from the date of such notification (art. 21(2)); Montreal Protocols No. 1, 2 and 3 will enter into force on the 90th day after the deposit of the 30th instrument of ratification. Since an amendment of the limits in these and other transport conventions may not enter into force until some period of time after it has been adopted, which can be considerable, under paragraph (1)(b) of the present article the event triggering the revision mechanism in the uniform rules would be the adoption of an amendment of the limits of liability under a transport convention, rather than the entry into force of such an amendment.

(c) the cost of labour and other services in connection with the performance of transport-related services;

(d) insurance rates, including, *inter alia*, cargo insurance, liability insurance for operators and insurance covering job-related injuries to workmen;

(e) the average level of damages awarded against operators for loss or damage to goods or delay in handing over goods; and

(f) the costs of electricity, fuel and other utilities.

(4) Amendments shall be adopted by the Committee by a two-thirds majority of its members present and voting.

(5) No amendment of the limits of liability under this article may be considered less than five years from the date on which this Convention was opened for signature.

(6) Any amendment adopted in accordance with paragraph (4) of this article shall be notified by the Depositary to all Contracting States. The amendment shall be deemed to have been accepted at the end of a period of 18 months after it has been notified, unless within that period not less than one-third of the States that were Contracting States at the time of the adoption of the amendment by the Committee have communicated to the Depositary that they do not accept the amendment. An amendment deemed to have been accepted in accordance with this paragraph shall enter into force for all Contracting States 18 months after its acceptance.

(7) A Contracting State which has not accepted an amendment shall nevertheless be bound by it, unless such State denounces the present Convention at least one month before the amendment has entered into force. Such denunciation shall take effect when the amendment enters into force.

(8) When an amendment has been adopted in accordance with paragraph (4) of this article but the 18-month period for its acceptance has not yet expired, a State which becomes a Contracting State to this Convention during that period shall be bound by the amendment if it comes into force. A State which becomes a Contracting State after that period shall be bound by any amendment which has been accepted in accordance with paragraph (6).

[For model law]⁴⁰

[In implementing this model law, it would be desirable to provide a mechanism for adjusting the limits of liability periodically to take account of significant changes in the value of the currency of the implementing State.]

⁴⁰See A/CN.9/287, para. 103.