

2nd edition, December 2009

Translation

R

Relations between railway undertakings in international combined transport

Relations entre entreprises ferroviaires en transport combiné international

Beziehungen zwischen den Eisenbahnunternehmen im internationalen Kombinierten Ladungsverkehr



UNION INTERNATIONALE DES CHEMINS DE FER
INTERNATIONALER EISENBAHNVERBAND
INTERNATIONAL UNION OF RAILWAYS

Leaflet to be classified in Volumes:

II - Freight traffic

Application:

With effect from 1 december 2009

All members of the International Union of Railways

Record of updates

1st edition, January 1994

First issue, titled: "Cooperation between railway undertakings for international combined transport"

2nd edition, December 2009

Leaflet updated to reflect modifications to the COTIF, RIV and GCU and the altered European freight context.

The person responsible for this leaflet is named in the UIC Code

Contents

Summary	1
1 - General remarks	2
2 - Sub-contracting.....	3
3 - Joint operations	4
Appendix A - Sample contract for sub-contracted operations in Combined Transport	6
Appendix B - Joint operations of international rail transport services and Combined Transport.....	7
Appendix C - Recommendation of the UIC Combined Transport Group	11
Bibliography	16

Summary

The purpose of this leaflet is to define the principles governing relations between railway undertakings for the provision of international combined transport services. The leaflet outlines the principles of sub-contracted carriage and joint operations.

1 - General remarks

1.1 - Cooperation between railway undertakings includes, in particular:

- seeking to further interoperability;
- the establishment of quality criteria and technical standards, in particular via a common labelling system;
- the investigation and implementation of IT systems used in connection with the execution of the service and quality monitoring;
- studies providing a general indication of whether the capacity, infrastructure and rolling stock are sufficient to meet demand;
- the promotion of ICT.

1.2 - Cooperation is between all RUs operating trains over a given route, including as a substitute carrier.

1.3 - Railways may choose between various forms of cooperation to operate convoys together. As well as operational, technical and economic concerns, the railways must also respect the demands of European competition law when deciding whether to use joint operations or the lead carrier system with sub-contracting. This applies in particular to block trains.

2 - Sub-contracting

2.1 - Sub-contracting is a form of cooperation in which the RU mandated with the execution of a contract of carriage confers the execution thereof, in whole or in part, on another RU.

Sub-contracting/sub-contractor contracts mainly take the following forms:

- the contracted RU confers the contract of carriage, in whole or in part, on one or more RUs, which remain possessors of the train path on the railway infrastructure they use for the service in question. In this instance, these RUs are referred to as "substitute carriers";
- the contracted RU possesses the train path and employs one or more traction providers via traction contracts or locomotive-and-driver leasing contracts;
- the contracted RU concludes contracts for the provision of services specifying how the service is to be operated, on dispatch and delivery of the convoy or during the journey.

This document concerns relations between the contracted RU and substitute carriers.

2.2 - The price invoiced by the substitute carrier is in remuneration for all the usual rail transport services as specified in the definitions. The contract may also define certain ancillary services as provided for in point **3.2.4 - page 5**, which are then invoiced separately.

2.3 - The substitute carrier provides the contracted RU with all the information necessary for the latter to monitor the quality of service on which it has agreed with the service purchaser.

2.4 - Sub-contracting contracts may be concluded for a duration agreed between the signatories.

2.5 - Subject to the provisions of competition law, sub-contracting contracts may include a non-competition clause whereby the substitute carrier undertakes not to operate any competing rail services on its own account during a period to be defined in the contract.

2.6 - Such contracts may not include an exclusivity clause stipulating that the substitute carrier may work only for the contracted RU and perform no competing services for another railway undertaking.