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Translation

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Standard General Conditions (SGC) for the introduction into service and operation of privately owned wagons

Conditions générales uniformes (CGU) pour la mise en service et l'exploitation des wagons P

Allgemeine einheitliche Bedingungen (AEB) für die Inbetriebnahme und die Nutzung von P-Wagen



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

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Summary

The Standard General Conditions (SGU) contain two parts:

- preliminary conditions to the contract for use: technical approval,
- operating conditions.

The operating conditions define the operating contract and bind the UIC member Railway Undertakings as well as owners through the signing of a contract for use.

1 - Preamble

The Standard General Conditions (SGC)

The SGC (see [List of abbreviations - page 24](#)) describe the process of technical approval and form the basis for the relationship between an owner of P wagons (see [Glossary - page 22](#)) and the Railway Undertaking (see [Glossary - page 22](#)) which contracts for their use.

The SGC contain two parts: Preliminary Conditions (see [point 2 - page 3](#)) and Conditions of Use (see [point 3 - page 4](#)).

The Conditions of Use are defined and modified by the International Union of Railways (UIC) after consultation with the International Union of Associations of Private Wagon Owners (UIP).

The obligatory provisions in point 3 of these Conditions define the Contract for Use. They bind the contracting and user Railway Undertakings and owners in all respects by means of the contract for use.

2 - Preliminary conditions

2.1 - Technical approval

Wagons must be approved technically. The technical approval (see Glossary - page 22) of a wagon comes within the competence of a body qualified to perform it, the "Competent Body for Technical Approval" (see Glossary - page 22), a public or other body whose decisions are binding on Railway Undertakings. This body will define the information necessary for technical approval and any charges which may be made.

Wagons which are to be used in international traffic must comply with the technical provisions laid down in the RIV (see List of abbreviations - page 24).

2.2 - Modifications

The Railway Undertaking will regard technical approval as automatically suspended:

- if a wagon is modified in such a way as to compromise operating safety without the agreement of the competent body for technical approval;
- if markings, lettering or numbering on a wagon (see Glossary - page 22) or on its accessories which have a bearing on the technical approval of the wagon are altered without the agreement of the competent body for technical approval;
- if a competent body for technical approval requires changes to be made to a wagon or its accessories within a specified timescale and those modifications are not made.

2.3 - Maintenance

In order to retain technical approval, the wagon must be maintained in a state conforming with the regulations in force.

The following maintenance work must be undertaken in accordance with technical requirements and in approved workshops (see Glossary - page 22):

1. Periodical overhauls;
2. Repair of damage;
3. Current maintenance.

3 - Contract for use and conditions of operation for privately owned wagons

3.1 - Conditions concerning the contract for use and the operation of P wagons

3.1.1 - General remarks

With a view to the commercial use of P wagons which have been technically approved by a competent body, their owners enter into a contract for use with the Railway Undertaking of their choice.

The contract is suspended automatically if technical approval is withdrawn.

When a wagon is hired out by a Railway Undertaking to a third party, a P wagon contract of use must be concluded under the hirer's name (see Glossary - page 22) and the wagon marked accordingly.

In the contract for use, the contracting Railway Undertaking (see Glossary - page 22) guarantees the owner unrestricted running rights and rights of operation consistent with international agreements in force between Railway Undertakings.

In the same way, in respect of loss or damage suffered by or caused by P wagons, Railway Undertakings will arrange to allocate and share responsibility as appropriate with infrastructure managers (see Glossary - page 22) by means of agreements made with them. For the purpose of these arrangements, infrastructure managers are not considered as third parties.

In so far as contact between the Railway Undertakings, the owner and, where appropriate, the beneficiary of the contract of carriage is concerned, the methods of communication used must be rapid and efficient and enable a record of the messages exchanged to be kept (telegram, telex, fax, electronic mail, etc.).

The basic provisions which the contract for use must contain are defined in the following articles.

3.1.2 - Conditions of use

As a consequence of the contract for use, a P wagon is incorporated in the fleet of the contracting Railway Undertaking which will set out the conditions of use for the wagon in the contract, taking account of its technical characteristics.

3.1.3 - Suitability for exchange

Wagons which conform to the RIV are accepted for exchange as of right.

Where specific operating conditions for P wagons are set down, contracts for use must specify their nature and set out the owner's commitment to observe them.

Where a P wagon subject to a contract for use in conformity with this leaflet is to be handed over to a Railway Undertaking which is not a member of the UIC, three cases are to be distinguished:

1. The Railway Undertaking, a member of the UIC, which hands over the wagon and the Railway Undertaking that accepts it, conclude a bilateral agreement in which the accepting railway assents

to the terms of this leaflet.

A UIC member Railway Undertaking which hands over the wagon and the non-UIC Railway Undertaking which accepts it, together form a community which is represented at the UIC by the first Railway Undertaking.

2. The owner arranges to have his wagon moved by Railway Undertaking not a member of the UIC.

As long as the wagon is under the supervision of that Railway Undertaking, this leaflet does not apply. The owner will make his own arrangements for traffic and operating conditions for the wagon.

3. When neither the first nor the second case apply, the following will apply:

The last user Railway Undertaking ([see Glossary - page 22](#)) which is a member of the UIC is considered for the purposes of this leaflet as keeping the wagon under its supervision.

The last user Railway Undertaking has the right to refuse to hand the wagon to a Railway Undertaking not a member of the UIC or to make it conditional on the agreement of an exchange convention the terms of which are known to and accepted by the owner.

3.1.4 - Procedure governing the conclusion of a contract for use

Any person wishing to conclude a contract for use for one or several wagons must provide the contracting Railway Undertaking with the details necessary and in particular:

1. his name or trade name and address;
2. total number of wagons to be included in the contract;
3. type of wagons (tanks, hoppers, refrigerator, mechanically-refrigerated, etc.);
4. general outline drawing and detail of the basic features of the wagon (number of axles, tare, load limit, capacity and, if appropriate, characteristics or special equipment necessary for running over certain infrastructure or in traffic with certain Railway Undertakings). Features which do not satisfy the requirements of UIC standards must be mentioned;
5. type and arrangement of the brakes;
6. commodities to be carried;
7. home station(s);
8. company which is to build or which has built the wagons;
9. year of construction of the wagon(s) and, if appropriate, of their bogies;
10. evidence of technical approval.

3.1.5 - Technical conditions - Alterations

3.1.5.1 - Without the written consent of the contracting Railway Undertaking, the owner may not make alterations to a registered wagon, or to its fittings.