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INLAND TRANSPORT COMMITTEE

Working Party on the Transport of Dangerous Goods
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PROPOSALS FOR AMENDMENTS TO ANNEXES A AND B OF ADR

“Sale on delivery” transport

Transmitted by the Government of Spain

References: TRANS/WP.15/2004/28
TRANS/WP.15/179, paras. 26-28
TRANS/WP.15/2004/41 (Spain)
INF.14 (EIGA)
INF.23 (Austria)
INF.28 (AEGPL)
TRANS/WP.15/181, paras.53-27.

1. This document follows up the proposal by Spain (TRANS/WP.15/2004/28) discussed at a previous session (TRANS/WP.15/179, paras. 26-28). The aim of that document was to decide whether the transport document should take care of some peculiarities of the local transport of particular products at the request of multiple consignees who may not be known at the time the vehicle begins its journey. Some examples were given, i.e., in the case of the delivery of cylinders of LPG to households, it is a common practice to replace empty cylinders with full ones. Therefore, the number of customers and their individual consignments are unknown at the beginning of the transport operation.

2. At the seventy-seventh session (October 2004), it was recalled that sale on delivery operations could give rise to international transport operations between countries of the European Union and that the introduction into Annexes A and B of provisions regulating such practices was therefore legally justified.

3. Additional justification was provided by industry stakeholders, that prefer a global, international, harmonized solution in the context of ADR to the various derogations negotiated nationally on a case-by-case basis, the application of these Annexes to domestic traffic in the 25 countries of the European Union being via Directive 94/55/EC.

4. During the last session, an amended text of paragraph 5.4.1.1.1 (h) was prepared, when the consignee could not be identified at the start of the transport operation, as, for example, in the case of local distribution, the name and address of the carrier could be given in place of those of the consignee.

5. Some delegations were not completely satisfied with this proposal in view of the legal implications which they would like to review. In this case, the carrier would be regarded as the consignee and would take on the consignee's obligations for which Chapter 1.4 provided.

6. However, the former proposal did not have the intention of shifting responsibilities from one participant to another. According to the definitions of ADR, when no contract for carriage exists, the consignee takes charge of the goods on arrival.

7. Therefore, a simpler proposal is presented, where it only states that no indication is needed in the transport document of the multiple consignees.

8. Following some suggestions, the proposal also tries to deal with the collection of returned goods in similar situations.

Proposal

Add a new second sentence to 5.4.1.1.1 h) as follows (new text is shown in italics):

“h) the name and address of the consignee(s); *When transporting goods of classes other than 1, 5 (Division 5.2), 6 and 7, in connection with distribution, to be delivered to multiple consignees and collection of returned goods in similar situations, no indication of the multiple consignees is needed.*”
