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Economic Commission for Europe**Inland Transport Committee****Working Party on the Transport of Dangerous Goods****Joint Meeting of the RID Committee of Experts and the
Working Party on the Transport of Dangerous Goods**

Geneva, 15–25 September 2015

Item 3 (b) of the provisional agenda

**Proposals for amendments to RID/ADR/ADN:
new proposals****Amendments to the carrier obligations - Sub-section 1.4.2.2
in RID/ADR/ADN****Transmitted by the Government of Romania^{1, 2}***Summary*

Executive summary:	Clarify carrier obligations in the sub-section 1.4.2.2.
Action to be taken:	Amend the carrier obligations stipulated in 1.4.2.2.
Related documents:	Point 11 of ECE/TRANS/WP.15/AC.1/2015/1 and paragraph 61 of the Report of the March 2015 session of the Joint Meeting of the RID Committee of Experts and the WP.15 (ECE/TRANS/WP.15/AC.1/138); Proposal 2 of ECE/TRANS/WP.15/2015/1 and paragraph 26 of the Report of the May 2015 session of the WP.15 (ECE/TRANS/WP.15/228).

¹ In accordance with the programme of work of the Inland Transport Committee for 2014–2015 (ECE/TRANS/240, para. 100, ECE/TRANS/2014/23, cluster 9, para.9.2).

² Circulated by the Intergovernmental Organisation for International Carriage by Rail (OTIF) under the symbol OTIF/RID/RC/2015/34.

Introduction

1. The Romanian delegation analysed the requirements of the sub-section 1.4.2.2 *Carrier* and is of the opinion that the obligations of this participant should be clarified in RID/ADR/ADN.
2. Our proposals presented below deal mainly with the obligations related to the equipment (including fire-fighting equipment) and the instruction in writing from a comprehensive analysis of the sub-section. We will propose also some solutions for the consistency of the terms used in the sub-section.
3. We would ask the Joint Meeting to consider the following arguments in favour of amending the text of the sub-section 1.4.2.2.
4. During the debate on document ECE/TRANS/WP.15/2015/1 at the last session of WP.15, when a similar obligation to 1.4.2.2.6 of RID was adopted for ADR, some of the delegations were of the opinion that it was necessary to introduce a clear text with regard to the obligation of the carrier to ensure the presence on board the transport unit of the fire-fighting equipment stipulated in ADR. This was also our intention expressed at that session.
5. During the reading of the report at the last session of WP.15, IRU asked the Working Party to keep between square brackets the new text adopted for 1.4.2.2.6 in ADR (similar to RID) because the obligations of the carrier are mainly provided under 1.4.2.2.1 from (a) to (g) and this one is out of this area - in another paragraph.
6. Comparing the obligation of the *carrier* and of the *consignor* as stipulated in 1.4.2.2.1 (b) and 1.4.2.1.1 (b), we find out that they are correlated:
 - 1.4.2.2.1 (b) “ascertain that all information prescribed in *RID/ADR/ADN* related to the dangerous goods to be carried has been ***provided by the consignor before carriage***, that the prescribed documentation is *attached to the transport document/ on board of the transport unit/ on board of the vessel* or (...)”, but it is not clear enough if the instructions in writing are included in the prescribed documentation;
 - 1.4.2.1.1 (b) “***Furnish the carrier with information and data*** in a traceable form and, if necessary, the required transport documents and accompanying documents (authorizations, approvals, notifications, certificates, etc.), taking into account in particular the requirements of Chapter 5.4 and of the tables in Part 3;”.

There are also some other obligations correlated between participants.

7. We drew the attention also to the construction of 1.4.2.2.1 which provides a binding text in the introduction of the obligations of the carrier (e.g. “*the carrier (...) shall in particular:*” connected to the last paragraph in order to offer instruments of compliance with the obligations stipulated above. “*Where appropriate, this shall be done on the basis of the transport documents and accompanying documents, by a visual inspection of the wagon/vehicle/vessel or the containers and, where appropriate, the load*”.
8. For 1.4.2.2.1 in ADR we propose to replace *vehicle* by *transport unit* in several places (para. (c), (g), (h) and final phrase), for the consistency of the text of the sub-section with the other provisions of ADR starting from the definition of *transport unit* which *means a motor vehicle without an attached trailer, or a combination consisting of a motor vehicle and an attached trailer*.
9. The informal document INF.3 related to the present document provides an excerpt of the sub-section 1.4.2.2 for an integral view.

Proposals

Proposal 1 – paragraph (c)

10. The text proposed for the fire-fighting equipment might be similar to the recently modified paragraph (g) in 1.4.2.2.1 of ADR, on a separate paragraph, but the proposal below is simpler by connecting it to the in paragraph (c). It is necessary to make a difference between the equipment mentioned in the instructions in writing and all other equipment.

11. However, we think that, in the logic of the agreement, as Chapter 1.4 is meant to stipulate the safety obligations of the participants, 1.4.2.2 should stipulate clearly the obligation of the carrier to provide the fire-fighting equipment. This is a main carrier's obligation and should be stated clearly in 1.4.2.2, also.

12. We propose also:

- the deletion of the term *visually* in paragraph (c) of all regulations because it seems superfluous in the context of the visual inspection expressed in the ending phrase of the paragraph which covers all the obligations;
- the use of the singular form of the substantives wagon, transport unit and vessel according to the wording in the last phrase of the 1.4.2.2.1;
- the introduction of the *container* because the ending phrase of 1.4.2.2.1 contains the term *container*, and the appropriate place for it is here in paragraph (c), and
- the insertion of a parenthesis at the end of the paragraph (c) and of a related Note at the end of it in ADR and ADN (RID has no section 8.1.4).

13. Amend the text of paragraph (c) of 1.4.2.2.1 to read as follows (stricken out text is to be replaced and new text is underlined):

RID:“(c) ascertain ~~visually~~ that the wagons, the container and loads have no obvious defects, leakages or cracks, missing equipment, etc.;”.

ADR:“(c) Ascertain visually that the ~~vehicles~~ transport unit, the container and loads have no obvious defects, leakages or cracks, missing equipment (including fire-fighting equipment), etc.;

NOTE: The deadline for the next inspection of the fire-fighting equipment prescribed in ADR shall not have expired during carriage.”.

ADN:“(c) ascertain ~~visually~~ that the vessels, the container and loads have no obvious defects, leakages or cracks, missing equipment (including fire-fighting equipment), etc.;

NOTE: The deadline for the next inspection of the fire-fighting equipment prescribed in ADN shall not have expired during carriage.”.

Paragraphs (g) and (h)

14. The provisions in sub-section 1.4.2.2 contain already the obligation of the carrier to provide the driver/vehicle crew/master with the instructions in writing as prescribed in ADR/ADN or in 5.4.3 of RID (there is no section 8.1.5 in RID) but in different forms. Our intention is to provide the best similar solution as RID modifying the text of ADR (recently amended) at the May 2015 session of WP.15) and ADN.

15. The text of the 1.4.2.2.6 of RID and ADR will be reworded and inserted as paragraph (h) in 1.4.2.2 by the relocation of the next specialised obligations of ADN to the following paragraphs ((i), (j) and (k)). A similar obligation is proposed also for ADN.

16. As mentioned in the quoted text in paragraph 6 of the document, the paragraph (b) of 1.4.2.2.1 stipulates an obligation regarding the documents *provided by the consignor before carriage*. So, the requirement from 1.4.2.2.1 (b) refers to any other document than the instructions in writing. (e.g. transport documents, authorisations, approvals, notifications, certificates, etc (according to ADR 2007)). This is also the logic of the text, because the instructions in writing have another regime and purpose than any other document listed before for the carriage of dangerous goods. The new instructions are no longer connected to a certain substance or UN number and this is the reasons for having this obligation under a separate paragraph.

17. Another reason due to which RID has this obligation under a separate paragraph was that at that time the different obligations under 1.4.2.2.1 had to be checked by means of representative checks and the majority of the RID Committee of Experts was of the opinion that this obligation should not fall under the representative checks. In the meanwhile, the first sentence of RID 1.4.2.2.1 was changed and all the obligations listed under 1.4.2.2.1 have to be checked for each consignment. So moving the obligation from 1.4.2.2.6 to 1.4.2.2.1 (g) seems legitimate.

Proposal 2 – paragraph (g)

18. Amend the text of paragraph (g) of 1.4.2.2.1 to read as follows (stricken out text is to be replaced and new text is underlined):

ADR:“(g) ascertain that the equipment prescribed in the instructions in writing according to ADR ~~for the vehicle, vehicle crew and certain classes~~ is on board the ~~vehicle~~ transport unit”.

ADN:“(g) ~~Provide the master with the required instructions in writing and~~ ascertain that the equipment prescribed in the instructions in writing according to ADN ~~equipment~~ is on board the vessel;”.

19. In this way, the first part of the provision of 1.4.2.2.1 (g) in ADN was reworded in a similar form as in ADR and RID and the obligation for the instruction in writing according to ADN provided in paragraph (h).

Proposal 3 – paragraph (h)

20. Amend the text of paragraph (h) of 1.4.2.2.1 to read as follows (stricken out text is to be replaced and new text is underlined):

RID:“(h) ~~(Reserved)~~ ascertain that the instructions in writing as prescribed in RID are in the driver’s cab”.

ADR:“(h) ~~(Reserved)~~ ascertain that the instructions in writing as prescribed in ADR are on board the transport unit”.

ADN:“(h) ascertain that the instructions in writing as prescribed in ADN are on board the vessel”.

Consequential amendments for RID and ADR

21. We also propose to consider switching the place between the obligations of paragraphs (g) and (h) for the logic of the checks. The presence of the instructions in writing must be checked before the equipment.

22. Against the paragraphs (i), (j) and (k) of 1.4.2.2.1 in **RID** and **ADR**: insert (*Reserved*).

Proposal 4 – final phrase of 1.4.2.2.1

23. The final phrase provides an instrument by means of *a visual inspection* to check the upper obligations in 1.4.2.2.1. The proposal consists, as announced before, in the uniform use of the singular form of the term *container* in all the regulations and the replacement of the term *vehicle* by *transport unit* in ADR.

24. Amend the text of the ending phrase of 1.4.2.2.1 to read as follows (stricken out text is to be replaced and new text is underlined):

RID: “...of the wagon or the containers~~s~~ and, ... ”.

ADR: “Where appropriate, this shall be done on the basis of the transport documents and accompanying documents, by a visual inspection of the ~~vehiele~~ transport unit or the containers~~s~~ and, where appropriate, the load.”.

ADN: “... of the vessel or the containers~~s~~ and, ... ”.

The rest of the phrase remains unchanged.

25. We hope the above proposals meet the requirements of the delegations and better cover the provisions of RID/ADR/ADN.

Justification

26. **Safety:** Clear text improves safety across all transport modes.
- Feasibility:** The proposed texts clarify the existent obligations and facilitate the activity of the carriers, vehicle crews and enforcement bodies.
- There are no disadvantages envisaged.
- There is no transitional period required.
- Enforceability:** Chapter 1.4 is particularly important for enforcers and can be considered the gateway to the RID/ADR/ADN from their point of view.
- The presence of separate obligations for the carrier would facilitate the enforceability of the regulations.