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Preparation of the necessary documents following the draft legal provisions

Explanatory remarks

Submitted by International Rail Transport Committee

Frankfurt, October 5th 2017

To whom it may concern,

The CIM/SMGS consignment note is based on the existence of **2 different transport contracts**, one subject to CIM and one to SMGS, but which are reflected in **one single transport document**.

In contrast, URL makes it possible to have just **one transport contract**. Consequently adaptations to the CIM/SMGS consignment note will primarily focus on the elimination of the coexistence of two transport contracts.

Having this in mind, based on latest adaptations to the consignment note CIM/SMGS due to the SMGS revision and based on DB' thoughts on the requirements of a URL consignment note, in the following please find a very short list of changes which are necessary to create a URL consignment note on the basis of the CIM/SMGS consignment note.

Fields which are considered to remain unchanged are only mentioned if it appears useful to explain why they should be kept unchanged. Note: recent changes in the CIM/SMGS consignment note due to the latest revision of SMGS are also commented where necessary.

In the following table you will find:

- In column 1: the relevant field of the current CIM/SMGS consignment note
- In column 2: the adaptation made
- In column 3: a short description why there is or there is no need for the adaptation.

Field(s) of CIM/SMGS Consignment note	Adaptation	reason
Field 15	New field	Adaptation due to revision of SMGS
Field 18	distinction between SMGS and CIM is eliminated , i.e. have just one field 18 without subsections a) and b)	Sectional invoicing under URL is possible for any section of the route, independent of CIM or SMGS; nevertheless fields 49-57, 63 resp. 74-109 are kept at the moment (note: fields 74 to 109 are now fields 72-94).
Field 25	eliminated	Adaptation due to revision of SMGS
Fields 29 and 30	eliminated	There will be no reconsignment under URL
Field 37	reference is now made to URL instead of CIM/SMGS.	Reference has to be made to the applicable law. This law is the URL to be agreed between the Parties
Fields 49 to 57 (A/B) and 74 to 109	These fields are kept (at the moment). However fields 74 to 109 are now fields 72-94.	Adaptation due to revision of SMGS

Field 62	Field is kept but reference to "CIM" is eliminated.	In the event of damages URL does not provide the need of a formal report by the carrier, but just a notification of the consignor or the consignee (see Art. 28 URL). Regardless of that the involved carriers are free to agree the obligation to provide formal reports amongst them and which is highly recommended. By doing so damages can be better allocated to a certain stretch of the route respectively to the carrier involved.
Field 63	Field is kept but reference to "CIM" respectively "SMGS" is eliminated.	No distinction between CIM and SMGS under URL.
Field 70	Change from "daystamp forwarding station" into "date of conclusion of contract"	Adaptation due to revision of SMGS
Fields 114 and 115	eliminated	Elimination necessary due to changes in fields 62 and 63 of CIM/SMGS consignment note (see above)

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