

**ORGANISATION FOR CO-OPERATION BETWEEN RAILWAYS
(OSJD)**



**A G R E E M E N T
ON INTERNATIONAL PASSENGER TRAFFIC
(SMPS)**

as amended on 7 February 2024

(Applicable with effect from 1 November 1951)

**The OSJD Committee
Warsaw 2023**

AGREEMENT ON INTERNATIONAL PASSENGER TRAFFIC (SMPS)

For the purpose of organizing passenger traffic in direct international railway communications, the ministries, central state authorities (here in after referred to as “Parties”) responsible for railways in the following countries, through their duly authorized representatives, have concluded the Agreement set out below:

Republic of Albania;
Republic of Azerbaijan;
Islamic Republic of Afghanistan,
Republic of Belarus;
Republic of Bulgaria;
People’s Republic of China;
Republic of Estonia;
Georgia;
Republic of Kazakhstan;
Democratic People’s Republic of Korea;
Republic of Korea;
Kyrgyz Republic;
Lao People’s Democratic Republic
Republic of Latvia;
Republic of Lithuania;
Republic of Moldova;
Mongolia;
Republic of Poland;
Russian Federation;
Slovak Republic
Republic of Tajikistan;
Turkmenistan;
Ukraine;
Republic of Uzbekistan;
Czech Republic
Socialist Republic of Vietnam.

SECTION I GENERAL PROVISIONS

Article 1 Scope

This Agreement shall govern the carriage of passengers, luggage and load luggage in international rail traffic.

Article 2 Definitions

For the purposes of this Agreement, the following basic terms shall be defined as set out below:

luggage – items (articles) belonging to a passenger, accepted by the carrier for carriage in the luggage van of a passenger train or in the luggage compartment of a passenger car if available;

contractual carrier – a legal person who has concluded a contract of carriage with the passenger (consignor), undertaking to carry the passenger or the luggage or load luggage consigned by the consignor from the point of departure to the point of destination and deliver the passenger, the luggage or load luggage to the subsequent carrier;

railway infrastructure (hereinafter referred as to “infrastructure”) – a technological complex including railway lines and other facilities, railway stations, power supply devices, communication networks, signaling, centralization and blocking systems, information complexes and train control systems and other structures and equipment ensuring the functioning of this complex;

persons with reduced mobility – persons having permanent or temporary physical, mental, intellectual or sensory impairments who, in the context of interaction with various barriers, cannot make full and effective use of transport services on an equal basis with other passengers, or persons whose mobility is reduced as a result of age;

coach operator – a legal person having passenger coaches or luggage vans of which it is the proprietor or the keeper and participating, on the basis of a contract with a carrier, in the execution of carriage using these coaches;

consignor – a natural or legal person handing over luggage and/or load luggage for transport and who is specified in the carriage document as the consignor of luggage and/or load luggage;

passenger – a natural person travelling by a train with a valid ticket or with a travel ticket being situated in the territory of a railway station or on a platform when entering or leaving a train;

carriage document – a document confirming the conclusion of a contract for the carriage of luggage or load luggage (luggage receipt, load luggage receipt);

carrier – a contractual carrier and all successive carriers involved in the carriage of a passenger or luggage and load luggage;

consignee – a natural or legal person entitled to receive or load luggage;

successive carrier – a legal person that assumes obligations under a contract of carriage from other carrier for the purposes of further carriage of a passenger, luggage and load luggage to the destination point or delivery of passengers, luggage and load luggage to the subsequent carrier;

travel document – a document confirming the conclusion of a contract for the carriage of a passenger;

hand luggage – items (articles) belonging to passengers which the passengers carry with them free of charge and whose weight and dimensions don't exceed the established limits;

load luggage - items (articles) accepted by the carrier from a natural or legal person for carriage in the luggage van of a passenger train in accordance with established rules;

infrastructure manager – a legal person who provides services to carriers relating to the use of infrastructure;

participants in carriage – carriers, actual carriers, coach operators, infrastructure managers and authorized persons ;

actual carrier – a legal person that has not concluded a contract of carriage but to whom a contractual or a successive carrier has entrusted the execution of carriage by rail on a particular section.

Article 3

Scope of application of the Agreement

§ 1. This Agreement shall oblige carriers, passengers, consignors and consignees, coach operators and infrastructure managers.

§ 2. This Agreement shall be applied to the carriage of passengers, luggage and load luggage:

1. If the departure and destination stations are located in two different countries.
2. If the departure and destination stations are located in the same country while the contract of a carriage was concluded in another country.
3. If the departure and destination stations are located in the same country while the transit carriage is carried out via the territory of other countries.

§ 3. Parties to the Agreement may conclude amongst themselves bilateral or multilateral agreements regulating the international passenger traffic, provided that the interests of other Parties to the Agreement are not affected.

§ 4. A carrier may assume additional obligations under the contract of carriage provided that this does not negatively affect the conditions of carriage of passengers, luggage and load luggage provided for in this Agreement.

Other carriers participating in the carriage shall be informed thereof.

Article 4

Performance of carriage of passengers, luggage and load luggage

§ 1. International carriage of passengers, luggage and load luggage shall be provided with trains and coaches specified in schedules or with special trains and coaches.

Carriers shall provide passengers with the necessary information about the trains and coaches to be used for carriage of passengers under this Agreement.

§ 2. According to the instructions of the national competent authorities participants in the

carriage process shall:

- 1) temporarily interrupt rail traffic in full or in part;
- 2) temporarily discontinue the acceptance of luggage or load luggage, or permit the acceptance of luggage or load luggage under certain conditions.

Participants in the carriage process may also apply the above mentioned measures if these measures prove to be necessary in connection with any circumstances that the participants in the carriage process cannot avert and the elimination of which is beyond their control.

§ 3. Carriers of the countries where such measures are introduced or cancelled shall promptly notify other interested carriers.

Article 5 **Application of national legislation**

In the absence of relevant provisions in this Agreement or the Service Instructions, the provisions of national legislation shall apply.

Article 6 **Contract of carriage**

§ 1. In accordance with the contract of carriage, the carrier shall undertake to carry the passenger and luggage to the place of destination and to deliver the luggage to the consignor or consignee, while the passenger and/or consignor must pay the charge laid down.

§ 2. The contract of carriage must be confirmed by one or more travel documents or carriage documents.

§ 3. The carrier shall have the right not to conclude a contract of carriage if:

1. the conclusion of a contract is precluded by the provisions of this Agreement;
2. the stations of departure and destination and the route are not included in the applicable tariffs;
3. on the desired departure date there are no vacant seats available in a coach intended for the carriage of passengers;
4. in the case of the carriage of luggage, there is no luggage van running on the route or it has no free space for luggage.

§ 4. The carrier shall have the right to cancel a contract of carriage if:

1. Passengers, consignors of the luggage and/or load luggage fail to fulfill the requirements of this Agreement.
2. Behaviour or state of health of passenger endanger operational safety or safety of other passengers or negatively affect other passengers' comfort level
3. Execution of the contract of carriage is obstructed by circumstances which the carrier or participants in carriage cannot avert and the elimination of which is beyond their control.

§ 5. The carrier must ensure that the passenger, the consignor and the consignee are provided with information on the conditions of carriage of luggage and/or load luggage and the services provided by the carrier, and on the rights and obligations of the passenger, the

consignor and the consignee in accordance with this Agreement.

§ 6. Passengers' complaints concerning their travel conditions and consignor's complaints concerning the conditions for transportation of their luggage or load luggage items shall be examined by the carrier in accordance with the procedure and within the time limits set in national law laying down the procedure for the examination of such matters.

§ 7. The carrier or person authorized by him shall confirm the non-fulfillment of the contract of carriage or amendments made by one of the contracting parties to the contractual terms by marking travel document, luggage receipt or load luggage receipt to be submitted by passenger, consignor or consignee or by issuing a confirmation concerning the electronic travel document.

§ 8. The carrier or person authorized by him shall affix the appropriate mark on travel document, luggage receipt or load luggage receipt in accordance with instructions of passenger, consignor or consignee or issue the appropriate confirmation.

§ 9. This mark should contain information on the place, date and time of its affixing and must be certified by the carrier or person authorized by him.

SECTION II CARRIAGE OF PASSENGERS

Article 7 Travel documents

§ 1. The carriage of passengers by train is carried out on a basis of the contract of carriage and is confirmed by relevant travel document to be printed in the standardized blank form or electronically. The travel documents which are printed in the standardized blank form or issued electronically have the same legal validity for the carriage of passengers.

§ 2. Travel document consists of a ticket and seat reservation and/or surcharge ticket as mentioned below. The ticket can be issued for the whole transport route, as well as for its separate parts. The seat reservation may be issued for the sleeping car, couchette car or seat car where reservations are compulsory. On the basis of one transport ticket various seat reservations can be issued for every continuous section of the whole transport route. Changing the terms of the contract of carriage shall be certified by a surcharge ticket. Tickets and reservations can be made out on a form of travel document.

§ 3. The passengers shall purchase the travel documents mentioned in this article before the travel and verify the accuracy and correctness of the information provided therein.

§ 4. The carrier may issue a travel document for passenger on the train if technically possible in compliance with the relevant national legislation of the country where the ticket shall be issued.

§ 5. Travel documents shall be issued in the language of the country of a contractual carrier and/or in one of these languages - Chinese, English, German or Russian.

§ 6. The carriers, taking account of technical capabilities and conditions of contracts concluded by them, offer passengers the option of purchasing travel documents as well as electronic tickets via Internet.

After payment and receipt of order number in the system of travel document purchase or ID No of electronic travel document, contract of carriage between passenger and contractual carrier is deemed to be concluded.

The existence of an electronic travel document shall be certified by:

- a printed out confirmation of the order of the travel document which sets out information on the journey and the passenger,
- an electronic confirmation of the order which sets out information on the journey and the passenger.

When the passenger boards the train with the electronic travel document, the carrier shall verify data on the identification document of passenger with the data submitted to him. In case of mismatch the boarding is not allowed.

§ 7. The procedure and rules for purchasing travel documents via Internet shall be regulated by national legislation.

Any specific conditions for using electronic travel documents shall be agreed with carriers involved in the carriage of passengers.

The carriers using electronic travel documents shall publish conditions for issuance of the ticket and conditions of carriage in the Internet.

§ 8. Lost or damaged travel documents shall be not reissued.

If technically possible the carrier may issue for the passenger a travel document (copy) to be printed in the standardized blank form in compliance with national law of the state of issuance of travel documents in lieu of a lost or damaged personal travel document, which was issued for him/her earlier.

Article 8

Transport ticket and surcharge ticket

§ 1. Transport tickets and surcharge tickets are required for travelling in the specified railway car:

§ 2. The following particulars shall be shown in the transport ticket and surcharge ticket:

- 1) the names of stations of departure and destination,
- 2) the travel route and the abbreviated designation of subsequent carriers under the contract of carriage,
- 3) the car class,
- 4) the number of people,
- 5) the fare,
- 6) the period of validity,
- 7) the date and place of issuance of the transport ticket and surcharge ticket,
- 8) the abbreviated designation of the contractual carrier (the carrier who issued the transport ticket or the surcharge ticket).

§ 3 In compliance with national law of the state of issuance of travel documents the additional information may be provided on the ticket as well as passenger personal data taken from the identification document of passenger

§ 4 For the carriage of a group of passengers a single ticket form, a single surcharge ticket form or several ticket and several ticket forms may be used.

Carriage of a group shall mean the carriage of passengers who have paid for the journey of a minimum number of adult passengers specified in the applicable tariffs and who travel on the same route by the same train, including in different types of cars and seats of different categories. The reservation of seats and issuance of group tickets shall be carried out in compliance with procedures stipulated by the carrier.

Article 9

Seat reservation

§ 1. The following particulars shall be shown in the seat reservation:

- 1) the abbreviated designation of the carrier,
- 2) the names of stations of departure and destination,
- 3) the travel route as specified in the contract of carriage ,
- 4) the date and time of departure; the number of the train, car and seat (berth),
- 5) the car class and the seat (berth) category,
- 6) the number of people,
- 7) the price of the seat reservation,
- 8) the date and place of issuance of the seat reservation,
- 9) the abbreviated designation of the passenger car operator.

§ 2. Subject to availability, passengers (individual passenger or groups of passengers) shall have the right to exchange purchased seat reservations against new seat reservations within the original validity period of the transport ticket and for the same travel route, provided that the individual travel tickets are presented at the selling point no later than 6 hours before the train departure time indicated on the seat reservation and provided, further, that the group's travel tickets are presented at the selling point no later than 5 twenty-four hour periods (in the case of carriers of the Republic of Lithuania and the Republic of Estonia – 1 twenty-four hour period) before the train departure time indicated on the seat reservation.

Such an exchange may be made once, except in cases where the carrier has not complied with the terms and conditions of the contract of carriage.

§ 3. The price of using a set of bedclothes is included in the price of a seat reservation. For travelling in a sleeping car or car with berths, a passenger shall be given one set of bedclothes per 5 twenty-four hour periods.

Article 10

Conditions of validity of travel tickets

§ 1. The validity period of transport tickets shall be 2 months unless otherwise stipulated by the applicable tariff.

The validity period can be extended or shortened by the carriers according to the bilateral or multilateral agreement.

The validity period of a transport ticket shall start as follows:

in the absence of a seat reservation or punch mark (stamp) – on the date specified by the passenger or indicated by the contractual carrier (selling point) on the transport ticket. The period between the date of selling a transport ticket and the start date of the ticket's validity period shall not exceed the term of advance sale of travel tickets established by the carrier; in the case of a seat reservation or a punch mark (stamp) on the transport ticket – on the date of departure of the passenger.

The validity period of a transport ticket shall end as follows:

in the absence of a seat reservation or punch mark (stamp) – at 00:00 hours of the last date of validity of a ticket as specified in the applicable tariff or the bilateral or multilateral agreement;

in the case of a seat reservation or a punch mark (stamp) – on the specified date and time of arrival of the passenger at the destination point.

§ 2. The validity period of the travel ticket shall be extended in the following cases:

- 1) for the period of interruption of carriage of passengers, if the interruption occurred through the fault of participants in the carriage process;
- 2) in the case of no seat for the passenger – for the whole period till the departure of the next train with the seat available;

§ 3. If a passenger is not able to complete a journey during the validity period of the transport ticket for a compelling reason, the passenger shall be entitled to turn to the carrier with a request to extend the validity period of the ticket before the expiry of the original validity period providing all necessary documents.

The validity period of a transport ticket shall not be extended more than twice, and an extension period shall not exceed two months.

A carrier to whom a passenger has turned with a request to extend the validity period of a transport ticket and who has recognised the reasons for the extension as being justified shall be obliged to extend the validity period of the ticket.

§ 4. Travel ticket shall be considered as non-valid for the travel if information contained on it in accordance with § 2 article 7 and § 1 Article 8 of this Agreement is not readable or contains changes, corrections that are not foreseen by this Agreement.

§ 5. Travel documents (transport ticket and seat reservation which are printed in the standardized blank form) which contain data on date and time of departure and arrival of a passenger are valid for a train (car) journey time until arrival at the destination point of a passenger.

Article 11

Making seats (berths) available to passengers

§ 1. Seats or berths shall be made available in accordance with the transport tickets of passengers and – in the case of travelling in a sleeping car, car with berths or car with seats that must be reserved – in accordance with the seat reservations, as well.

Each passenger shall have the right to occupy one seat (berth). At the passenger's request and subject to availability, a carrier may make a separate sleeper available to the passenger. In this case, the passenger shall pay the price of transport tickets and seat reservations in accordance with the actual number of berths in the sleeper, but when travelling in a double or triple sleeper the passenger may buy a first class transport ticket and a "SINGLE" seat reservation (category 1/1). If two passengers travel in a triple sleeper, they may pay the price of two first-class transport tickets and two "DOUBLE" seat reservations (category 1/2).

§ 2. A passenger may transfer to a seat or car of a higher class or category than that indicated in the passenger's travel tickets subject to availability and payment of the price difference in accordance with the applicable tariffs.

§ 3. If a seat or berth corresponding to the class and category indicated in the travel ticket is not made available to a passenger through the fault of the carrier, the passenger may refuse the ride or occupy a seat or berth in another car of the same train. Subject to availability, the carrier shall make a seat or berth available to the passenger in another car. If a seat or berth of a higher class and category is made available, the passenger shall not be charged for the price difference of the transport ticket and seat reservation, but If the new seat or berth is of a lower class and category, the price difference shall be compensated in accordance with the procedure set out in Article 35.4 § 2 of this Agreement.

If no vacant seat or berth can be made available to a passenger, the carrier shall place the passenger, without any additional charge, on another train, which is bound for the same destination station by the same or another route, and contribute to the passenger's arrival at the destination station with the minimum of delay.

Article 12

Terms and conditions of carriage of children

§ 1. A passenger may take a child under four years of age into a car, where reservations are not compulsory, free of charge, provided that the child will not occupy a separate seat. If the child occupies a separate seat, a child ticket shall be purchased. If a passenger travels with children under four years of age, child tickets shall be purchased for all the children except one. For each child aged 4–12 years a child ticket shall be purchased.

§ 2. A passenger may take a child under four years of age into a car, where reservations are compulsory, free of charge, provided that the child will not occupy a separate berth. If the child under four years of age will occupy a separate berth, a seat reservation and a child ticket shall be purchased. If a passenger travels with more than one child under four years of age, child tickets and seat reservations shall be purchased for all the children except one. For each child aged 4–12 years a child ticket and seat reservation shall be purchased.

§ 3. In compliance with the relevant national legislation of the country, where the travel documents shall be issued, the free of charge ticket for children less than 4 years may be issued without the seat/ berth.

§ 4. The transport of children, less than 12 years old, is only allowed, if they are accompanied by adults.

§ 5. When calculating the charge for carriage of a child, the child's age on the day of starting the journey shall be taken into account.

Article 13

Carriage of persons with reduced mobility

§ 1. The information on services provided for the persons with reduced mobility shall be made available by the carriers via Internet and/or in any other appropriate manner. At the request of persons with reduced mobility, a carrier shall provide them with information on the services available for them in the most appropriate way possible. He shall also inform them whether it is possible for them to make a journey or get access to railway stations, passenger platforms and rolling stock. This information shall be provided in the language of the country of the carrier and in of these languages Chinese, English or Russian. The list of addresses of SMPS parties making information available on the specified services to be provided for the passengers with reduced mobility can be found in the Annex 1.

§ 2. The carrier or persons authorized by the carrier shall, where possible, ensure that the station, passenger platform and rolling stock are accessible to persons with reduced mobility. These services shall be provided at no additional charge.

§ 3. The carrier shall provide services for the reservation and sale of travel documents for persons with reduced mobility under non-discriminatory conditions.

§ 4. Persons with reduced mobility requiring assistance in accessing a railway station, passenger platform or rolling stock shall inform the carrier of their intention to make a journey at least 48 hours before the start of their journey. If it should be necessary to use a coach specially designed for the carriage of persons with reduced mobility the deadline for the submission of an application shall be determined by the carrier providing this service. If these conditions are not met, nevertheless the carrier shall take all possible measures to organize the carriage of passengers with reduced mobility.

The following services shall be provided to persons with reduced mobility by the carrier:

- to meet at the agreed place,
- to accompany from/to platform,
- to help with hand luggage,
- to help with entry and exit.

§ 5. The carrier or persons authorized by the carrier shall determine the means by which persons with reduced mobility can announce their arrival at the station of departure and request the necessary assistance.

§ 6. Assistance shall be provided on condition that the person with reduced mobility presents him/herself at the time and place specified by the carrier providing the assistance, or by persons authorized by the carrier; the time specified shall not be more than 60 minutes before the departure of the train.

§ 7. Persons with reduced mobility shall be entitled to carry with them, free of charge and in excess of the hand luggage limit laid down, equipment that is necessary for their mobility.

Article 14 **Interruption of journey**

§ 1. A passenger may interrupt his or her journey in the stations along the travel route for any number of times and for however long during the validity period of the transport ticket, if this is not prevented by consular and administrative regulations. Stops during the journey shall not extend the validity period of the transport ticket. The passenger shall present the travel tickets to the carrier or the party authorized by him for making a corresponding notation within 3 hours after the arrival of the train.

§ 2. A passenger may resume his or her journey during the validity period of the transport ticket by presenting the ticket at a selling point for recording the continuation of the journey. To continue the journey, the passenger shall purchase a seat reservation in accordance with the applicable tariff.

§ 3. If a passenger resumes his or her journey in a station that is not included in the applicable tariffs, the price of the seat reservation shall be paid according to the tariff applicable to the previous station.

Article 15 **Control of travel tickets**

§ 1. At the request of a staff member concerned or representatives of relevant regulatory authorities, passengers shall present their travel tickets as well as their identification documents when their travel tickets contain their personal data. In the case of passenger with discount ticket also a document proving a right to the discount.

In the case of international carriage of passengers in sleeping cars and cars with berths, all the travel tickets of passengers shall be given to the train crew member (car attendant) after departure of the train and kept by the car attendant during the journey.

§ 2. A passenger who cannot present a valid travel document to travel in a specified train and car or an original document entitling him/her to use reduced-fare travel ticket shall be liable in compliance with Article 41.2.

§ 3. Train crew members (car attendants) shall return the travel tickets to passengers not earlier than 30 minutes before the end of the journey.

Article 16 **Carriage of hand luggage and animals**

§ 1. Passengers shall have the right to take hand luggage with them, provided that this does not contradict the provisions of Article 17 (1) of this Agreement.
Hand luggage shall be kept in the places intended for that purpose on the train.

§ 2. The total weight of hand luggage transported free of charge shall not exceed 36 kg per seat for an adult and 15 kg per child under the age of 12.

§ 3. Hand luggage being transported in excess of the established limits shall be handed over by passenger as a load luggage for transport by any available luggage van or in the luggage compartment of a passenger car with sufficient load space running on the route if available. Equipment mentioned in paragraph 13.7 of this Agreement or baby carriage may be transported in excess of the established limits free of charge if a child travels with the train to whom this baby carriage belongs.

§ 4. Passengers shall have the right to carry animals (dogs, cats, birds) in containers, on account of the norms of hand luggage, and kept in place designated to keep hand luggage. Animals without these containers shall not be allowed for carriage.

Only dogs secured by a leash and a muzzle are allowed to be transported without special container. Such dogs have to be transported by a passenger in a separate compartment of the compartment car (no more than two dogs per compartment) or in compartment of higher class compartment car if agreed with carriers. If this occurs a passenger shall also pay the full price of transport tickets based on the number of free seats in this compartment.

Carriage of pets shall not be allowed if the carrier is not able to provide a separate compartment for the pets.

Guide dogs may be transported without muzzle and leash without paying the ticket price for the place in the compartment.

Fees for the carriage of animals may be charged in compliance with applicable tariffs except for guide dogs or animals transported in special containers.

§ 5. Separate sleepers occupied by diplomatic couriers may be used for carriage of diplomatic mail and luggage with the total weight of up to 200 kg. In this case, the price of travel documents shall be paid in accordance with the number of berths in the compartment. The carriage of diplomatic mail in excess of the weight limit for hand luggage carried free of charge shall be paid for in accordance with the tariffs applicable to the carriage of luggage, but the diplomatic mail shall be recorded as hand luggage.

§ 6. Passengers shall be responsible for the integrity and preservation of their hand luggage and for the pets travelling with them.

Passengers shall be fully liable for any violations of sanitary and hygiene requirements in relation to the pets travelling with them and shall ensure proper cleaning of the car.

Article 17

Items not allowed to be carried as hand luggage

§ 1. The following items shall not be transported as hand luggage:

- 1) items that may damage or contaminate the car, or cause damage to other passengers or their items;
- 2) flammable, inflammable, spontaneously combustible, explosive, radioactive, corrosive and toxic substances;

- 3) loaded firearms;
- 4) items that may infect or that stink;
- 5) items not accepted for carriage under customs or other regulations;
- 6) large items whose size in terms of the sum of three dimensions exceeds 200 cm.

§ 2. If a carrier has reasons to suspect non-compliance with the provisions of § 1 of this Article (except for point 5), the carrier shall be entitled to inspect the contents of hand luggage.

The inspection shall be carried out in the presence of the passenger.

Article 18

Change in the travel route of a passenger. Delay or cancellation of trains

§ 1. A passenger shall have the right to change the travel route before or during the journey. To change the travel route, the passenger shall present his or her travel tickets to the railway ticket office or selling point and, if necessary, pay an additional fare.

§ 2. If a passenger misses the train indicated in the travel ticket through the fault of the participants in the carriage process as well as If a train is cancelled on full route or part of it, but the passenger wishes to continue the journey, the carrier shall, subject to availability, carry the passenger and his or her luggage to the destination station on the next train by making seat (berth) available to him/her in compliance with provisions of paragraph 11.3 of this Agreement.

Article 19

Carriage in the special train or coach

§ 1. Carriage of passengers may be carried out by special train or coach assigned to the route on the basis of an application filed and complying with the mandatory conditions of carriage agreed between the parties involved in the carriage process.

§ 2. Application for a carriage in a special train or coach may be filed by physical or legal person. Application procedure shall be set up by the contractual carrier.

§ 3. Carrier may refuse the carriage in a special train or coach.

SECTION III CARRIAGE OF LUGGAGE

Article 20

Carriage documents

§ 1. On accepting luggage for carriage a luggage receipt shall be issued and handed over to the consignor.

§ 2. The following particulars shall be shown in this luggage receipt:

1. name of the carrier;
2. number of the train and departure date;
3. departure station;
4. destination station;
5. the travel route;
6. the carriage charges;
7. number of the carriage document;
8. number of packages, type of package, weight;
9. declared value (as far as specified);
10. notes confirming acceptance of the luggage or remarks on the condition of the luggage.

§ 3. On accepting this luggage receipt, the correctness of its data shall be verified by a consignor.

Article 21

Limits for carriage of luggage.

Items not allowed to be carried as luggage

§ 1. The total weight of luggage per transport ticket shall not exceed 100 kg. If one travel document has been issued for several passengers, the limit shall be increased according to the number of group members. Diplomatic luggage shall be accepted for carriage without any weight limits.

The weight of a single piece of luggage shall be 5–75 kg, provided that the luggage can be loaded in the luggage van quickly and without difficulties.

§ 2. The following shall not be accepted for carriage as luggage:

- 1) flammable, inflammable, spontaneously combustible, explosive, radioactive, corrosive and toxic substances; firearms, ammunition, and substances that can cause damage to the luggage and/or load luggage of other consignors or to the parties involved in the carriage process;
- 2) items that may infect or that stink;
- 3) animals;
- 4) items whose carriage is the monopoly of the postal authority of at least one of the countries whose carriers are involved in the carriage process. These items are listed in Annex 2 to this Agreement;
- 5) perishable foods.

§ 3. If a carrier has reasons to suspect non-compliance with the provisions of § 2 of this Article, the carrier shall be entitled to inspect the contents of the luggage.

The inspection of luggage shall be carried out in the presence of the consignor.

Article 22

Conditions for acceptance of luggage for carriage

§ 1. Luggage shall be accepted for carriage in the stations equipped to operate luggage for international carriage.

§ 2. Subject to the presentation of a transport ticket, luggage shall be accepted for carriage from the departure station to the destination station included in the applicable tariffs, if these stations are located along the travel route indicated on the travel document.

§ 3. Luggage shall be handed over for carriage in time.

Luggage accepted for carriage shall be carried on the same train with the passenger. If this is not possible, the luggage shall be carried on the train whose departure time is the closest and on which the luggage can be transported. The passenger shall be informed by the carrier of that before his/her journey begins.

§ 4. The date of accepting luggage for carriage is the date on the date stamp imprinted at the departure station on the luggage receipt.

§ 5. Coffins with bodies and urns with ashes shall be carried in luggage vans as agreed between the carriers.

Article 23 **Packaging and marking of luggage**

§ 1. Luggage handed over for carriage shall be in appropriate durable packaging, which ensures its safety throughout the journey until delivery to the consignor, prevents any damage to the rolling stock or to the luggage or load luggage of other consignors, and ensures the safety of the operating personnel.

§ 2. The consignor or the carrier at the request of the consignor shall mark at extra charge each piece of luggage handed over for carriage, indicating the following clearly written data on the container or a tag in the language of the country of departure together with a translation into English or Chinese or German or Russian:

- “1) Luggage belongs to (full name);
- 2) Departure station;
- 3) Destination station;
- 4) Address of the consignor/the consignee;
- 5) Contact phone number of the consignor/the consignee.”

In the case of transportation into or from the Socialist Republic of Vietnam, the People's Republic of China, the Democratic People's Republic of Korea or Mongolia, the above information shall be indicated in the language of the country of departure and in Russian. The consignor shall remove all old stickers from luggage and cross out all old addresses and invalid data.

Article 24 **Declaration of the value of luggage**

§ 1. When handing over luggage for the carriage, the consignor can declare its value.

§ 2. When handing over several pieces of luggage for the carriage, the consignor can declare value of each piece of luggage or overall value of all pieces of luggage. Information concerning declared value can be delivered by the consignor verbally.

§ 3. The amount of the value shall be expressed by the consignor in the currency of the

country of departure.

§ 4. While accepting the luggage the carrier shall be entitled to check whether the declared value corresponds to the actual price. In this case the consignor shall be obligated to submit documents which confirm the price of the luggage.

§ 5. On the basis of the documents submitted the amount of the declared value shall be determined after consultations between the carrier and the consignor.

§ 6. Should the parties fail to reach agreement on the amount of the value, the luggage shall be accepted for the carriage without the declared value.

§ 7. The additional charge set in the applicable tariff shall be levied for the declaration of value of luggage.

Article 25 **Deadline for delivery of luggage**

§ 1. The deadline for delivery of luggage shall be determined for the whole route taking account of train schedules and time period for formalities required for delivery of luggage in compliance with Article 26.1 of this Agreement.

§ 2. The delivery time shall be extended

- 1) to twenty four hours after each transshipment on the whole route,
- 2) to time period required for customs formalities to be carried out and rules to be complied with,
- 3) to period of interruption of service hampering the start or continuation of the carriage, if such interruption was caused not through the fault of companies involved in the carriage process,
- 4) to time period required for luggage control if the control reveals a violation of the Article 21.2 of this Agreement,
- 5) to time period required for re-dispatching of luggage in the cases specified in the Article 26.5 (1-3) of this Agreement. The delivery time shall be calculated from 00.00 of the day following the day of submission of request for re-dispatching. Length and cause of delay extending delivery time shall be noted on the luggage receipt in the field "other declarations".

§ 3. The deadline for delivery of luggage shall be deemed adhered to if the luggage arrives at the destination station before the deadline and can be delivered to the consignee. This prescription also applies to the luggage delivery in compliance with the Article 26.1 of this Agreement.

Article 26 **Delivery of luggage**

§ 1. Luggage shall be delivered to a passenger at the destination station indicated on the luggage receipt. Luggage shall be delivered after the arrival of the train and after the time needed to unload the luggage, carry out customs formalities and comply with other regulations.

Any person presenting the luggage receipt shall be entitled to claim luggage at the departure station or at any intermediate stations on the travel route. The carrier shall comply with such request, if the request to deliver luggage was made in good time and delivery is not prevented by the duration of the stop of the train, the place of the luggage in the car, customs regulations or other regulations.

§ 2. Luggage shall be delivered to the person presenting the luggage receipt. After the delivery of luggage, a luggage receipt shall be withdrawn.

§ 3. In the absence of a luggage receipt, the carrier shall be required to deliver the luggage only if the person claiming the luggage has proven his or her right to the luggage.

§ 4. When receiving luggage, the consignor (the consignee) shall pay all the charges that have arisen during the journey and at the station in question and, under Article 41 of this Agreement, compensate any damage caused by a violation of Article 21.2 of this Agreement. A separate receipt shall be issued for the payment of such charges.

§ 5. If luggage has not arrived at the destination station at the specified time through the fault of the carrier, but the consignee cannot wait for the arrival of the luggage, he/she may submit an application for the luggage to be:

- 1) returned to the departure station free of charge,
- 2) re-dispatched to another destination station located in the same state,
- 3) re-dispatched to a new station in another country which is specified in the applicable tariff.

The station shall indicate the application on the luggage receipt.

If luggage is not delivered to the consignee within 10 days of the date of arrival of the train on which the luggage should have arrived at the destination station through the fault of the carrier, and the delay in carriage was not caused by completion of customs formalities or compliance with other regulations, the luggage shall be deemed lost.

§ 6. If lost luggage is found within a year from the date on which it should have arrived at the destination station, the carrier shall notify the consignor, provided that the consignor's residence is known or can be ascertained.

§ 7. Within 30 days of the notification referred to in § 6 of this Article, the consignor may demand that the luggage will be delivered, free of charge, to one of the stations along the travel route specified on the luggage receipt and shall be required to return the compensation paid for the loss of the luggage.

If the consignor requests the delivery of luggage to a station that is not located along the travel route, he shall pay the carriage charges in accordance with the relevant tariff.

§ 8. If a found luggage is not claimed within 30 days as provided for in § 7 of this Article, or if luggage is found after one year from the date on which the luggage should have arrived at the destination station, the carrier shall have the right to dispose of it in accordance with national legislation.

§ 9. If during the carriage or delivery of luggage, the luggage is found to be damaged or partially lost, the carrier shall inspect the contents of the luggage and prepare a formal report

on the basis of the results of the inspection. The formal report shall be signed by the authorized person of the carrier and by the consignor (the consignee), if the report is prepared in his/her presence. A copy of the formal report shall be issued to the consignor (the consignee) immediately after it has been signed.

If the consignor (the consignee) does not accept the facts established in the formal report, he/she may demand that the condition of the luggage and the reasons and extent of damage shall be identified on the basis of an assessment by experts in accordance with the national legislation of the country where such assessment takes place.

If the consignor (the consignee) was not present at the signing of the formal report, the carrier may summon witnesses if this is required by national legislation. In this case, the formal report shall be signed by the witnesses and a copy of the report shall be issued to the consignor (the consignee) when the luggage is delivered to him/her.

§ 10. If necessary, the consignor (the consignee) shall have the right to request that the carrier issue a written certificate of the charges paid by the consignor for the carriage of luggage and the dates of dispatching and delivery of the luggage. Such a certificate shall be prepared using the format established by the national legislation of the country of location of the carrier.

§ 11. If luggage is not claimed within 3 months after the date of its arrival at the destination station or after the date of notification of its detention at an intermediate station at the request of the customs authorities, the carrier may dispose of it. The carrier may also do so sooner if the value of the luggage had decreased as a result of long-term storage, or if the cost of storage exceeds the value of the luggage. If it is possible to ascertain the location of the consignor, the carrier shall notify the consignor about the impending sale of the luggage. The carrier shall return the proceeds of sale of the luggage to the consignor, after deduction of all outstanding amounts for storage and other costs.

§ 12. A consignor's application for re-dispatching luggage to a station listed in the applicable tariff shall be met, unless it is prohibited by customs or other regulations. This application, together with the original luggage receipt, shall be presented at the station where the luggage was kept. If the consignor fails to present a luggage receipt, his/her application for re-dispatching the luggage shall only be met on the condition that there is no doubt about the luggage belonging to that particular consignor. If the passenger (the consignor) has a travel document for carriage to the destination station, his/her items shall be carried as luggage. If the passenger (the consignor) does not have a travel document valid for the carriage of luggage on the new route, he shall be charged for the carriage of load luggage. The cost of re-dispatching luggage and other expenses relating to the re-dispatching of luggage shall be paid at the destination station.

§ 13. The consignor may request that his or her luggage shall be returned from the destination station or an intermediate station to the departure station. Such a request shall only be met if it is not prohibited by customs or other regulations.

A corresponding application shall be submitted together with the luggage receipt at the departure or destination station. The return of the luggage shall be recorded on the luggage receipt.

Carriage charges calculated in accordance with the applicable tariff, as well as other

expenses relating to the return of the luggage shall be charged from the consignee of the luggage.

SECTION IV CARRIAGE OF LOAD LUGGAGE

Article 27 Carriage documents

- § 1. On accepting load luggage for carriage a load luggage receipt shall be issued and handed over to the passenger.
- § 2. The following particulars shall be shown in this load luggage receipt:
- 1) name of the carrier;
 - 2) number of the train and departure date;
 - 3) departure station;
 - 4) destination station;
 - 5) the travel route;
 - 6) name of the consignor, the consignee, indication of their addresses and contact phone numbers;
 - 7) declared value;
 - 8) the carriage charges;
 - 9) number of seats/berths, type of packaging, weight;
 - 10) notes confirming acceptance of the load luggage and stating packaging faults or remarks on the condition of the load luggage.
- § 3. On accepting this load luggage receipt, the correctness of its data shall be verified by a consignor.

Article 28 Items permitted and prohibited for carriage as load luggage

- § 1. Items that can be easily and quickly loaded and placed in the luggage van shall be accepted for carriage as load luggage subject to availability of space in the luggage van and provided that the items will not damage luggage or other load luggage during transportation.
- § 2. The following items shall not be carried as load luggage:
- 1) flammable, inflammable, spontaneously combustible, explosive, radioactive, corrosive and toxic substances; firearms, ammunition, and substances that can cause damage to the luggage and/or load luggage of other consignors or parties involved in the carriage process;
 - 2) items that may infect or that stink;
 - 3) animals;
 - 4) items whose carriage is the monopoly of the postal authority of at least one of the countries whose carriers are involved in the carriage process. These items are listed in Annex 2 to this Agreement;
 - 5) perishable foods.

§ 3. The carrier shall be entitled to inspect the contents of load luggage, if necessary. The inspection shall be carried out at the departure station in the presence of the consignor and at the destination station in the presence of the consignee of the load luggage. During the journey or in the absence of the consignor or consignee of load luggage, the inspection shall be carried out without their presence.

Article 29

Conditions of acceptance of load luggage for carriage

§ 1. Load luggage shall be accepted for carriage at all stations designed for handling of load luggage being carried in international transport without a travel document.

§ 2. When a load luggage is handed over for transport, the consignor shall submit a written application to the carrier, indicating the following:

- 1) the departure and destination stations,
- 2) the names of the consignor, the consignee, indication of their addresses and contact phone numbers ;
- 3) the direction of carriage (the border stations that the load luggage should pass);
- 4) the load luggage, the number of pieces, the weight of individual pieces, and the type of packaging;
- 5) the number and date of the permit to export the load luggage, and an indication of which customs office and when it was sent. If the export permit is held by the consignor of the load luggage, the consignor shall append it to the application;
- 6) the amount of the value declared.

The carrier shall confirm the acceptance of the load luggage for carriage and shall indicate the time of accepting the load luggage from the consignor.

Load luggage weighing between 5-165 kg shall be accepted for the carriage.

Single pieces of load luggage between 5-75 kg weight shall be carried between stations equipped with luggage and load luggage handling facilities.

Non-detachable pieces of load luggage between 75-165 kg weight shall be carried between stations equipped with load luggage handling facilities.

§ 3. In addition to the export permit, a consignor shall append to the application and submit to the departure station all the other accompanying documents necessary to comply with customs and other regulations. These documents may refer only to the load luggage handed over by the consignor for carriage as load luggage under the given ticket.

The departure station shall refuse to accept load luggage for carriage if the consignor does not submit the permit to export the load luggage or fails to indicate the customs office to which the permit was sent.

The departure station shall require the consignor of load luggage to indicate the same border station in the application as that set out in the export permit.

§ 4. A carrier shall not be required to verify the accuracy and adequacy of the accompanying documents submitted by the consignor for the purpose of carriage of load luggage.

§ 5. The date of accepting load luggage for carriage is the date on the date stamp imprinted at the departure station on the load luggage receipt. The accompanying documents shall be indicated in the load luggage receipt.

Article 30
Packaging and marking of load luggage

§ 1. Load luggage handed over for carriage shall be in appropriate durable packaging, which ensures its safety throughout the journey until delivery to the consignor, prevents any damage to the rolling stock or to the luggage or load luggage of other consignors, and ensures the safety of the operating personnel.

§ 2. A consignor shall mark each piece of load luggage handed over for carriage, indicating the following clearly written data on the container or a tag in the language of the country of departure together with a translation into English or Chinese or German or Russian:

- 1) the address and contact phone number of the consignor,
- 2) the address and contact phone number of the consignee,
- 3) the departure and destination stations.

In the case of transportation into or from the Socialist Republic of Vietnam, the People's Republic of Korea, the Democratic People's Republic of Korea or Mongolia, the above information shall be indicated on the container or a tag in the language of the country of departure and in Russian.

A consignor shall remove all old stickers, old addresses and other texts from load luggage.

Article 31
Declaration of the value of load luggage

§ 1. When handing over load luggage, the consignor shall declare its value. The departure station shall refuse to accept load luggage if the consignor fails to declare its value.

§ 2. When handing over several pieces of luggage for the carriage, the consignor may declare value of each piece of luggage or overall value of all pieces of luggage. The amount of declared value shall be indicated by the consignor in his/her application.

§ 3. The amount of the declared value shall be expressed by the consignor in the currency of the country of departure.

§ 4. The additional charge set in the applicable tariff shall be levied for the declaration of value of load luggage.

§ 5. While accepting the load luggage the carrier shall be entitled to check whether its declared value corresponds to the actual price. In this case the consignor shall be obligated to submit documents which confirm the price of the load luggage.

§ 6. In the event of disagreement between the consignor and the carrier concerning the amount of the declared value the load luggage shall be not accepted for carriage.

Article 32
Deadline for delivery of load luggage

- § 1. The deadline for delivery of load luggage shall be determined based on the following:
- 1) the time required for dispatching – 1 twenty-four hour period,
 - 2) the time required for carriage per 400 tariff kilometres started – 1 twenty-four hour period
 - 3) The delivery time shall be calculated from 00.00 of the day following the day of accepting load luggage for carriage (date of calendar stamping in station of departure, indicated in load luggage receipt).
- § 2. The deadline for delivery of load luggage shall be extended
- 1) by one further day in case of each transshipment during the carriage;
 - 2) by a period of time that corresponds to the duration of unforeseen delay which is caused by the performance of customs obligations and other duties;
 - 3) by a period of interruption of journey preventing carriage or continuation of carriage if such an interruption was not caused by a fault of parties involved in the carriage process;
 - 4) by a period of duration of the load-luggage inspection if a derogation from Article 28.2 of this Agreement has been determined;
 - 5) by a period of time in the case of return of luggage in compliance with Article 33.7 of this Agreement. The time period shall commence on the date following the date on which the request for return has been lodged.

Duration and reasons for the delay shall be specified in the box “Other remarks” located on the reverse side of the load luggage waybill, if this delay should lead to an extension of the delivery term.

§ 3. The deadline for delivery shall be computed in accordance with the tariff distance between the departure and destination stations.

§ 4. The deadline for delivery of load luggage shall be deemed adhered to if the load luggage arrives at the destination station before the deadline, the consignee was notified of the arrival and the load luggage can be delivered to the consignee.

Article 33 **Delivery of load luggage**

§ 1. In the case of any obstacles to the carriage or delivery of load luggage, the carrier shall notify the consignor of the obstacles by telegraph and ask instructions.

§ 2. The consignor shall indicate how to deal with the load luggage on the reverse side of the telegraph message and return the message to the station, submitting the load luggage receipt so that the instructions can be entered on it. If the consignor fails to submit the load luggage receipt, the consignor’s instructions shall be deemed void.

§ 3. If a consignor was notified of an obstacle to carriage or delivery of load luggage and fails to give any instructions within 10 days of the notification or if the instructions are impracticable, the load luggage shall be dealt with in accordance with the national legislation of the country of location of the carrier.

§ 4. A consignor (consignee) shall pay additional carriage charges incurred as a result of the instructions of the consignor (consignee), except in cases where the obstacle has arisen through the fault of the carrier. The burden of proving the fault of the carrier shall lie with the consignor of the load luggage.

§ 5. Load luggage shall be delivered at the destination station specified in the load luggage receipt. On arrival of the load luggage, the destination station shall promptly, but within 16 hours, notify the consignee in accordance with the procedure established under the national legislation of the country location of the consignee.

The consignee shall not be required to present the load luggage receipt if the name of the consignee is indicated in the load luggage waybill.

Load luggage may be delivered to another person who has a power of attorney from the consignee, certified in accordance with the national legislation of the country of location of the consignee.

In either case the person receiving load luggage shall present his or her identity documents. The receipt of load luggage shall be endorsed by the signature of the consignee on the reverse side of the load luggage waybill.

If necessary, the destination station shall provide the consignee with a certified extract from the load luggage waybill which indicates the necessary information.

§ 6. If a consignee of load luggage fails to claim the load luggage within 5 twenty-four hour periods notwithstanding the notification, the load luggage shall be regarded as unclaimed by the consignee and be disposed of in accordance with the national legislation of the country of location of the consignee.

Household items transported as load luggage shall, in the absence of the consignee or the consignee's failure to claim the load luggage, be disposed of within 30 days of arrival of the load luggage at the destination station.

The consignor shall be informed about the disposal.

§ 7. If the consignor of load luggage is also the consignee of the load luggage, the consignor/consignee shall be entitled, if the load luggage is not delivered by the specified deadline through the fault of the carrier, to request the destination station to return the load luggage to the departure station on the basis of the load luggage receipt. The destination station shall indicate the content of the consignor's application in the load luggage receipt.

SECTION V CARRIAGE CHARGES

Article 34 Calculation and collection of carriage charges

§ 1. The charges for international carriage of passengers, luggage and load luggage (prices of transport tickets and seat reservations, charges for carrying luggage and load luggage) shall be calculated in compliance with applicable tariffs or on the basis of bilateral or multilateral agreements.

In addition to carriage charges, passengers, consignors or consignees may be required to pay commissions and other fees established in accordance with the national legislation of the country where the travel or carriage/travel document shall be issued.

Passengers shall be enabled to review the content of the tariff at each station included in the applicable tariff and at the international railway traffic ticket offices.

§ 2. The charges for the carriage of passengers shall be calculated in accordance with the tariff rates applicable on the date of purchasing travel tickets, and in the case of luggage and load luggage – in accordance with the tariff rates applicable on the date of accepting the luggage and load luggage for carriage.

§ 3. Carriage charges shall be collected at the time of issuing travel tickets and luggage or load luggage receipts for the whole travel route from the departure station to the destination station.

§ 4. The carrier shall apply the carriage tariff to all passengers and consignors (consignees) without discrimination.

§ 5. If tariffs have been applied incorrectly, the weight of luggage or load luggage has been determined inaccurately or carriage charges have been calculated incorrectly, any overpaid amount shall be returned to the person from whom it was charged, while any underpaid amount shall be collected:

1) from the passenger – by the contractual carrier through whose fault the underpayment occurred, without any right to raise claims to recover the underpaid amount from subsequent carriers;

2) from the consignor – by the contractual carrier;

3) from the consignee – by the subsequent carrier only to the extent of the amounts that arose during the journey and at the destination station.

Any overpaid amounts shall be returned by the carriers who charged the excess amounts.

Article 35 Refund of carriage charges

§ 1. A passenger or consignor may have the right to recover carriage charges.

A claim for refund of charges shall be certified by one of the participant in the carriage process.

Claims for refund of charges shall be accepted during the term specified in Article 44 of this Agreement.

§ 2. If the terms and conditions of a contract of carriage changed through the fault of the carrier, the charges calculated in accordance with the applicable tariff shall be refunded as follows:

1) the price of an individual transport ticket and seat reservation, the commission and other fees, if a passenger refused to start the journey;

2) the price of a group transport ticket and seat reservation to the members of the group who refused to start the journey; the commission and other fees, if an incomplete number of group members participated in the group journey;

3) the price of a transport ticket and seat reservation (individual or group ticket) for the distance not travelled, if a passenger refused to continue the journey at any station on the route;

- 4) the price difference between a transport ticket and seat reservation (individual or group ticket) for the distance that a passenger travelled in a car of a lower class or category than that specified in the travel tickets;
- 5) the carriage charge for the distance not passed by luggage or load luggage.

§ 3. If the terms and conditions of a contract of carriage are changed for unavoidable reasons attributable to the passenger or consignor (death, illness, accident resulting in injuries), the charges, which have been calculated in accordance with applicable tariff, shall be refunded as follows:

- 1) the price of the travel and carriage documents shall be refunded in accordance with § 2 of this Article, except for commissions.
- 2) the price of an individual or group transport ticket shall be refunded up to the extent of the full price of the ticket used, if:
 - a return ticket sold with a discount was not used in one direction;
 - the number of adult passengers who actually travelled with a group ticket was lower than the limit prescribed in applicable tariffs for granting a discount.
- 3) the price of an individual or group transport ticket sold with a discount if a ticket was not partly used on some sections of the route in both directions without refunding up to the extent of the full price.

The burden of proving that the reasons were unavoidable shall lie with the passenger and consignor. If the passenger or consignor fails to prove this, the carriage charges shall be refunded in accordance with § 4 of this Article.

§ 4. If the terms and conditions of a contract of carriage changed due to personal reasons of a passenger or consignor, the charges calculated in accordance with the applicable tariff shall be refunded as follows:

- 1) the price of a transport ticket (individual or group ticket) and seat reservation shall be refunded if a passenger refuses to start the journey and has presented the travel tickets for making a corresponding notation no later than 6 hours (in the case of group tickets – 5 twenty-four hour periods; in the case of carriers of the Republic of Lithuania and the Republic of Estonia – 1 twenty-four hour period) before the departure of the train. In the case of failure to observe these time limits, only the price of the transport ticket (individual or group ticket) shall be refunded, provided that the notation is made before the end of its validity period, and the price of the seat reservation shall not be refunded;
- 2) the price of a transport ticket shall be refunded to the extent of the distance not travelled if a passenger refuses to continue the journey through a station along the route not later than 3 hours after the arrival of the train on which the passenger travelled and presents the ticket for the corresponding notation to be made;
- 3) the price of carriage of luggage or load luggage shall be refunded if a consignor refuses carriage prior to loading of luggage or load luggage on the train;
- 4) the price of carriage of luggage shall be refunded to the extent of the distance not passed if the price of the transport ticket has been refunded for that distance.

§ 5. The purchased price of lost travel tickets shall not be refunded. Any refunds of amounts paid shall be made on a basis of copy of a travel ticket to be issued in case of loss or damage of an original ticket, in compliance with national law of the state of the contractual carrier, who has reissued a travel ticket.

§ 6. Fees related to refunding may be withheld from refunded charges for the carriage of passengers, luggage or load luggage, unless the carriage charges are refunded under § 2 of this Article.

§ 7. Amounts paid shall be refunded immediately in the cases listed in § 4.1 and 4.3 of this Article. In other cases, refunds shall be made after reviewing the written claim of a passenger or consignor.

§ 8. Carriage charges shall only be refunded by contractual carrier.

§ 9. Refunds of the price paid for the tickets bought via the internet shall be made in compliance with the procedure laid down by the carrier.

SECTION VI LIABILITY OF CARRIERS

Article 36 General prescriptions governing the liability of carriers

§ 1. The carrier shall bear liability in respect of the passenger, the consignor or the consignee for failing to fulfill, or inadequately fulfilling, its obligations under a contract of carriage, in the manner and within the limits established by this Agreement.

§ 2. Each successive carrier shall become a party to the contract of carriage and shall assume the obligations arising therefrom in compliance with the terms and conditions of the contract of carriage concluded between the contractual carrier, passenger and consignee.

§ 3. The carrier shall be relieved of liability for failing to fulfill, or inadequately fulfilling, its obligations under a contract of carriage as a result of:

1. Circumstances which the carrier could not avert and elimination of which was beyond its control.
2. Damage caused due to the fault of a passenger, consignor or consignee.
3. Actions of third parties which the carrier, in spite of taking all precautions, could not avoid or prevent their effects.
4. Breaches by the passenger, the consignor or the consignee, of passport and administrative, customs, sanitary, veterinary and other rules laid down for travel by rail in international traffic.

§ 4. The carriers may conclude between themselves bilateral or multilateral agreements containing provisions concerning responsibility against the passenger for delivery and performance delays (the case of missing connecting train, cancelation of train or through coach).

Article 37**Carrier's liability in the event of damage to the life or health of a passenger**

§ 1. The carrier shall be liable for damage caused to the life or health of passengers during their carriage by rail in international traffic, from the time they board the train until the time they alight from the train.

§ 2. Liability in the event of damage to the life or health of a passenger during their carriage by rail in international traffic shall be borne by the carrier performing carriage at the time the damage was caused.

§ 3. If damage to life and health of a passenger has occurred during carriage performed by the actual carrier then he shall bear joint and several liability towards the passenger together with the contractual or successive carrier, by whom he was entitled to perform the carriage completely or partly.

§ 4 The procedure for, and level of, compensation for damage caused to the life or health of a passenger shall be determined by the national law of the State, on whose territory the damage has been caused.

Article 38**Liability for delay in the delivery of luggage or load luggage**

§ 1. Carriers shall be liable against passenger, consignor or consignee for failure to deliver luggage and load luggage by the deadlines laid down in Articles 25 and 32 of this Agreement.

§ 2. For each twenty-four hour period of delay beyond the deadline of delivery of luggage or load luggage, the carrier shall compensate the consignor for:

1) 5% of the carriage charge for luggage. The total amount of compensation shall not exceed 50% of the carriage charge;

2) 1.5% of the carriage charge for load luggage. The total amount of compensation shall not exceed 30% of the carriage charge.

Compensation for delayed delivery of luggage or load luggage shall only be paid in the event that the overall delivery term was not observed.

§ 3. If compensation has been paid for the total loss of luggage or load luggage, the compensation provided for in § 2 of this Article shall not be paid.

In the case of partial loss of luggage or load luggage, compensation shall be paid for the delayed delivery (if a delay occurred) of the part of the luggage or load luggage that was not lost.

In the case of damage to luggage or load luggage, the compensation for a delay in delivery, if a delay occurred, shall be added to the amount of compensation provided for in Article 40 of this Agreement.

§ 4. The total amount of compensation provided for in § 2 of this Article shall not be greater than the total amount which would be payable in the event of total loss of luggage and/or load luggage.

§ 5. The carrier shall be relieved from the liability to comply with the term of delivery of luggage or load luggage in case of:

1. Floods, drifts, landslides and other natural disasters – until re-establishment of normal traffic conditions but for no longer than a period of 30 days.
2. Other circumstances, not depending on the carrier, which caused delay or suspension of train movement.

Article 39

Liability for partial or total loss of, and damage to, luggage and load luggage

§ 1. Carriers shall be liable for partial or total loss of, and damage to, luggage and load luggage.

§ 2. Carriers shall be relieved of the liability for partial or total loss of, and damage to, luggage or load luggage if it was caused by any of the following reasons:

- 1) any circumstances which the participants in the carriage process could not prevent and whose elimination they could not control;
- 2) natural properties of luggage or load luggage which caused the breakage, corrosion, internal failure or other such consequences;
- 3) any defects of the container or packaging that could not be identified by visual inspection when accepting the luggage or load luggage for carriage;
- 4) the fact that the consignor handed over prohibited items listed in § 2 of Article 21 and in § 2 of Article 28 of this Agreement for carriage under an incorrect, inaccurate or incomplete name.

§ 3. The burden of proving that the loss or damage occurred for reasons set out in Section 2 1) and 2) of this Article shall lie with the carrier.

§ 4. If the facts show that the loss of luggage or load luggage may have occurred as a result of the reasons listed in § 2.3 and § 2.4 of this Article, it shall be considered that the damage occurred due to these reasons, unless the consignor or consignee, as appropriate, proves otherwise.

§ 5. In the case of load luggage which, due to its natural properties, tends to lose mass during transportation, a carrier shall, regardless of the distance passed by the load luggage, be liable only for the loss of mass which exceeds the following limits:

- 1) 2% of the mass of load luggage handed over for carriage in liquid, raw or wet state;
- 2) 1% of the mass of other dry load luggage that may lose mass during transportation.

This limitation of liability shall not apply if the consignor or consignee proves that the loss of mass was not caused by the natural properties of the load luggage.

In cases where one load luggage receipt has been issued for several pieces of load luggage, the allowable loss of mass shall be calculated separately for each piece of load luggage, if the mass of individual pieces was specified at the time of acceptance of the load luggage for carriage.

In the event of total loss of load luggage or loss of individual pieces of load luggage, no

deduction on account of the loss of mass shall be made in the calculation of the compensation.

§ 6. In the event of total or partial loss of luggage that was handed over for carriage without declaring its value, the carrier shall compensate the consignor for the actual loss in an amount not exceeding 2 Swiss francs per kilogram of gross mass short.

§ 7. In the event of loss of luggage whose value was declared or load luggage, the carrier shall pay as compensation a proportion of the declared value for each kilogram short.

§ 8. In the event of damage to luggage whose value was not declared, the carrier shall compensate the amount by which the value of the luggage decreased, to the exclusion of all other damages.

§ 9. In the event of damage to luggage whose value was declared or load luggage, the carrier shall compensate an amount that constitutes a part of the declared value and corresponds to the percentage of decrease in the value of the luggage or load luggage as a result of the damage.

§ 10. The amount of compensation provided for in Section 8 and Section 9 of this Article shall not exceed:

- 1) if all the luggage or load luggage has lost value through damage, the amount which would have been payable in case of total loss;
- 2) if only a part of the luggage or load luggage has lost value through damage, the amount which would have been payable had that part been lost.

SECTION VII LIABILITY OF PASSENGER AND CONSIGNOR

Article 40

Liability of passenger and consignor for damage to carrier and third parties

§ 1. The passenger or the consignor shall be liable, to the extent of actual damages, for the damage caused to the carrier during the journey and the carriage of luggage or load luggage as a result of failure to comply with his obligations under this Agreement, or if damage has been caused by transported items or animals.

§ 2. The passenger or consignor shall be relieved of liability if they prove that the damage occurred due to circumstances which they could not avoid and the consequences of which they were unable to prevent, in spite of taking all the precautions required of a passenger or consignor being aware of their responsibility.

Article 41

Liability of passenger for fare evasion

The passenger who cannot present a travel document when travelling on a train shall pay to the carrier in compliance with applicable tariff the fare and the fine for the journey in respect of the distance travelled in the territory of the State where his journey was detected. The passenger who cannot present documents certifying the right to use reduced-fare travel ticket when travelling on the train shall pay to the carrier a fine and an additional amount equal to the difference between the full tariff and paid amount and in respect of the distance travelled in the territory of the State where his journey was detected. The procedure for payment of the fare and the fine shall be determined in accordance with the national law of the State where his journey has been detected.

Article 42

Liability of passenger and consignor for complying with customs regulations and other administrative regulations

Passengers and consignors and consignees shall comply with passport and administrative regulations (including visa regulations), customs regulations and other regulations established with regard to carriage by rail in international traffic, both in respect of themselves and their hand luggage, luggage and load luggage. Carriers shall not be entitled to verify compliance with these regulations, except those established in the field of rail transport by international agreements, and shall not be responsible for non-compliance with these regulations by passengers or consignors and consignees.

SECTION VIII CLAIMS

Article 43 Claims

§ 1. The right to make a claim based on a contract of carriage shall belong to a passenger, a consignor or consignee, a person authorized by them.
No claims of CHF 1.5 or less per travel document or per consignment of luggage or load luggage shall be satisfied.

§ 2. Claims in respect of the carriage of passengers, based on travel documents, shall be made to the contractual carrier.

Claims for payment of compensation for damage to the life or health of a passenger shall be made to the actual carrier or any carrier involved in the carriage process in accordance with the contract of carriage.

Claims in respect of the carriage of luggage or load luggage shall be made to the contractual

carrier or the carrier which delivered the luggage or load luggage.

§ 3. The right to lodge a claim on behalf of a passenger or a consignor or consignee of cargo shall be certified by a power of attorney.

§ 4. Claims shall be reviewed by the organisations listed in Annex 3.

§ 5. A claimant must attach to their claim supporting documents confirming the validity of the claim:

1) in the case of claims for compensation for damage caused to the life or health of a passenger –the travel ticket and a certificate of the accident, and also documents proving real costs;

2) in the case of claims for refund of the price of a transport ticket or seat reservation –the travel ticket;

3) in the case of claims for refund of the charge for carriage of luggage or load luggage – the luggage or load luggage receipt;

4) in the case of total or partial loss of, or damage to, luggage or load luggage – the luggage or load luggage receipt and formal report;

5) in the case of delayed delivery of luggage or load luggage –the luggage or load luggage receipt;

6) in the case of incorrect application of tariffs, incorrect determination of mass or an error in the calculation of carriage charges, resulting in overpayment - the travel ticket or luggage or load luggage receipt.

Documents issued by the carrier to the passenger, the consignor and the consignee shall be attached in the original.

§ 6. The carrier shall, within 180 days of the date of receipt of a claim, as evidenced by the postmark or the signature endorsing the receipt of the claim, examine the claim, respond to the claimant and, in the case of full or partial recognition of the claim, pay the due amount to the claimant.

§ 7. In the case of partial or complete rejection of a claim, the carrier shall notify the claimant in writing of the grounds for rejecting the claim and at the same time return the documents attached to the claim.

§ 8. Any claim not made in compliance with § 5 of this Article shall be returned by the carrier to the claimant without consideration, no later than 15 days of the date of its receipt by the carrier, with an indication of the reason for its return. The return of such a claim by the carrier to the claimant shall not constitute its rejection.

Article 44

Limitation period applicable to claims under the contract of carriage

§ 1. Carriers shall accept claims during the 9-month time limit, with the exception of claims for delays in the delivery of luggage or load luggage, which shall be lodged within 30 days. Claims relating to damage caused to the life and health of passengers shall not be subject to a statute of limitations.

§ 2. The time limits specified in § 1 of this Article shall run as follows:

1) in the case of claims for refund of carriage charges or overpaid amounts – from the date of issuing the travel ticket or the luggage or load luggage receipt;

2) in the case of claims for compensation for damage to, partial loss of, or delayed delivery of luggage or load luggage – from the date of delivery of the luggage or load luggage;

3) in the case of claims for compensation for total loss of luggage – after 10 days, and for total loss of load luggage – after 20 days of the deadline for delivery, calculated in accordance with Articles 25 and 32 of this Agreement;

4) in the case of proceeds from the sale of luggage or load luggage – from the date of sale.

The day indicated for the commencement of the period of limitation shall not be included in the period.

SECTION IX FINAL PROVISIONS

Article 45 Service Instructions to the Agreement

The Service Instructions to the Agreement on International Passenger Traffic by Rail (Service Instructions to SMPS) shall apply to relations between carriers. Service Instructions shall not apply to legal relations between passengers, consignors and consignees on the one hand, and carriers, on the other hand.

Article 46 Publication and amendment of the Agreement and the Service Instructions

§ 1. This Agreement and the Service Instructions, including amendments thereto, shall be published in accordance with the national legislation of the Parties to the Agreement. A publication of this Agreement and the Service Instructions, including amendments thereto, shall indicate the date of entry into force. Amendments shall be published no later than 15 days prior to their entry into force.

§ 2. The Agreement and the Service Instructions may be amended in writing by mutual agreement of the Parties to the Agreement through the Organisation for Co-operation between Railways (OSJD) or through negotiations in the relevant commission of the OSJD, with subsequent approval of draft decisions by the OSJD Committee.

Amendments may be made to this Agreement and the Service Instructions in accordance with the following conditions:

1) amendments shall be considered if requested by at least one-third of the Parties to the Agreement;

2) amendments prepared by a relevant commission shall be approved by the OSJD Committee and then presented to the session of the Ministers Conference for information;

3) adopted amendments shall take effect in accordance with §4 of this Article, provided that no objections are raised within a period of two months after the amendments are sent to all Parties to this Agreement.

§ 3. Proposals of the Parties to introduce changes to the Agreement and the Service

Instructions shall be submitted simultaneously to the OSJD Committee and to all Parties to this Agreement no later than three months before the relevant commission meetings are convened.

Proposals of the OSJD Committee to be submitted to commissions for review shall be sent to the Parties to this Agreement no later than two months before the relevant commission meetings are convened.

§ 4. The date of entry into force of amendments shall be determined by the OSJD Committee.

§ 5. Notices about amendments to the Agreement and the Service Instructions shall be sent by the OSJD Committee in such a manner that all Parties to this Agreement would receive the notices no later than 45 days before the date of entry into force of the amendments.

§ 6. Decisions on reprints of this Agreement and the Service Instructions shall be adopted by the relevant commission of the OSJD.

Article 47 **Meetings of OSJD Commissions**

To address issues relating to the application of the Agreement and the Service Instructions and to the introduction of amendments thereto, as well as to coordinate the routes and timetables of passenger cars, meetings of the relevant commissions of the OSJD shall be convened. The time, place and duration of the commission meetings shall be determined by the OSJD Committee. The preparation of issues to be discussed at the meetings of the commissions and the implementation of their decisions and recommendations shall be governed by the Rules of Procedure of the OSJD Committee.

Article 48 **Administrative matters**

The OSJD Committee shall be responsible for administrative matters and control over execution of this Agreement and the Service Instructions while operating in accordance with the Statute of the Organisation for Co-operation between Railways, the Rules of Procedure of Sessions of the Ministers Conference, and the Rules of Procedure of the OSJD Committee.

Article 49 **Accession to the Agreement**

Accession of the new Parties to the Agreement and withdrawal from the Agreement shall be brought into force in compliance with the Statutes of the Organisation for Co-operation between Railways and OSJD Committee Regulations.

Article 50 **Language versions of the Agreement**

The Agreement is concluded in the Russian and Chinese languages. The texts in each of these languages shall all be equally authentic. In case there is any divergence of interpretation of the Agreement; the Russian texts shall prevail.

Article 51
Entry into force

This Agreement, entered into force on 1 November 1951.

Article 52
Effective term of the Agreement

This Agreement is concluded for an unlimited period.

Annex 1

**LIST OF ADDRESSES OF SMPS PARTIES MAKING INFORMATION
AVAILABLE ON THE SPECIFIED SERVICES TO BE PROVIDED FOR THE
PASSENGERS WITH REDUCED MOBILITY**

in the Republic of Belarus

www.rw.by

Phone:(+375 222) 392547; (+375 29) 7392547; (+375 25) 7392547;
(+37529) 6592547; e-mail: brail@rw.by

Call-center of Byelorussian Railway is open 24 hours a day, 7 days a week.

in the Socialist Republic of Vietnam

www.vr.com.vn

Phone: (+84 24) 3822 14 68; fax: (+84 24) 3942 49 98

Postal address: 118 Le Zuan, Hanoi

in the Republic of Kazakhstan

www.temirzholv.kz

Phone: +7(7172) 600 162; +7(7172) 942 185; +7(7272) 961 140;

e-mail: tslpkp@mail.ru

in the People's Republic of China

www.12306.cn

Phone: +86 12306

Postal address: 100844, Beijing, 10 Fuxing Road

China State Railway Group Co Ltd

in the Republic of Lithuania

www.ldz.lv

Section of the menu: For Individuals – Passenger Transportation – Information for Persons with Reduced Mobility.

Phone: +371 80001181, e-mail: uzzinas@ldz.lv

in the Republic of Lithuania

www.traukiniobilietas.lt

Phone: 8 700 55111, e-mail: mobilumas@litrail.lt

in the Republic of Moldova

Phone: +(373) 22 83 33 33, e-mail: cfm@railway.md

in Mongolia

Phone: (+976) 21 24 43 80; (+976) 21 24 43 99; (+976) 21 24 43 91, 86 11 43 66;

e-mail: LPTS@UBTZ.MN

Call-center of Ulan Bator Railway, is open 24 hours a day, 7 days a week.

in the Republic of Poland

Section of the menu: Informacje dla osób z niepełnosprawnością i osób o ograniczonej sprawności ruchowej

<https://www.intercity.pl/pl/site/dla-pasazera/informacje-dla-osob-z-niepelnosprawnoscia-i-osob-o-ograniczonej-sprawnosci-ruchowej>

www.intercity.pl

Phone: +4842 205 45 31, +48 22 391 97 57

Customer service center

in the Russian Federation

www.rzd.ru

Phone: 8 (800) 775-00-00 phone extension 1 (in voice mode), calls placed from Russia free of charge

+7 (499) 605-20-00 (International direct dial number), international calls are charged at the tariffs set out by the local exchange carrier

e-mail: info@rzd.ru

in the Slovak Republic

www.zssk.sk

Phone: +42124 485 81 88
e-mail: info@slovakrail.sk

in Ukraine

https://www.uz.gov.ua/passengers/persons_with_disabilities/

www.uz.gov.ua

e-mail: irv-ucop@sw.uz.gov.ua

Passenger cars equipped with facilities suitable for persons with reduced mobility may be requested.

Annex 2

LIST OF ITEMS COVERED BY MONOPOLY OF POSTAL AUTHORITIES

The following items are covered by monopoly of postal authorities:

in the Republic of Albania

in the Socialist Republic of Vietnam

letters, newspapers and postcards;

in Georgia

all types of written correspondence, money orders and parcels;

in the Republic of Kazakhstan

letters, postcards, wrappers (ordinary, registered and valuable wrappers), parcels and money orders;

in the People's Republic of China

letters and similar items;

in the Democratic People's Republic of Korea

letters;

in the Kyrgyz Republic

written correspondence, periodicals, parcels;

in the Republic of Latvia

all types of written correspondence, money orders and parcels;

in the Republic of Lithuania

all types of written correspondence, money orders and parcels;

in Mongolia

postcards, letters, official letters, parcels, wrappers and packages, newspapers and magazines;

in the Republic of Poland

postcards and letters;

in the Russian Federation

all types of written correspondence, money orders and parcels;

in the Slovak Republic

open or sealed letters addressed to specific recipients, regardless of their nature or contents;

in Turkmenistan

all types of written correspondence, money orders and parcels;

in Ukraine

all types of written correspondence, money orders and parcels;

in the Czech Republic

open or sealed letters addressed to specific recipients, regardless of their nature or contents;

in the Republic of Estonia

all types of written correspondence, money orders and parcels.

Annex 3**LIST OF ADDRESSES OF ORGANISATIONS HANDLING AND SETTLING
CLAIMS**

Claims shall be addressed and reviewed by the following organisations:

in the Republic of Albania

General Directorate of Railways, Tirana;

in the Republic of Belarus

decisions on compensation for total or partial loss and delayed delivery of luggage or load luggage, and refunds of fares to passengers are made by the state enterprise Central Settlement and Information Centre of Belarusian Railways, Brest-Litovskaya 9, 220039, Minsk;

fax +375 17 225 9030, e-mail: dkcs@dkc.mnsk.rw.by;

in the Socialist Republic of Vietnam

Vietnamese Railway State Company, Department of International Co-operation, Science and Technology.

Postal address: 118 Le Zuan, Hanoi; phone: +84 24 3822 14 68, fax: +84 24 3942 49 98; e-mail: vr.hn.irstd@fpt.vn

in Georgia

claims about carriage of passengers and load luggage shall be sent to JSC Georgian Railway, Passenger Transportation Service, Georgia, 0112, Tbilisi, Tamar Mere Ave. 15;
fax: +995-32 56 47 64;

in the Republic of Kazakhstan

decisions on refunds of fares to passengers, refunds of charges for carriage of luggage and load luggage, compensation for total or partial loss or damage to luggage or load luggage are made by JSC Kazakhstan Temir Zholy National Enterprise, D. Kunaeva 6, Astana, Republic of Kazakhstan, 010000;
phone: +7172 600 163, 600 164, fax: +7172 600 244

in the People's Republic of China

- 1) to lodge a claim against the railway of the country of departure in the case of loss, damage or delay in delivery of luggage or load luggage, a passenger or consignor of load luggage shall turn to the railway corporation ltd. of the country of departure;
to lodge a claim against the railway of the country of destination, a passenger or consignee of load luggage shall turn to the railway corporation of the country of destination;
- 2) claims for refund of charges for the carriage of luggage or load luggage shall be lodged with the railway corporation ltd. that owns the station which charged the amount in question;
- 3) claims lodged by the railways of other countries shall be submitted to the International Cooperation Department of the Ministry of Railways, 100844, Beijing, 10 Fuxing Road
fax: +86 10 6398 10 65

in the Democratic People's Republic of Korea

Ministry of Railways, Pyongyang, Dunjanjdun, International Rail Traffic Settlement Office of the Ministry of Railways;

in the Kyrgyz Republic

decisions on refunds of fares to passengers, compensation for total or partial loss or damage to luggage or load luggage and for delays in the delivery of load luggage are made by the Kyrgyz Temir Zholu National Enterprise, Department of Financial Services, 720009, Bishkek, Lev Tolstoy 83;

in the Republic of Latvia

claims for refunds of fares to passengers, compensation for total or partial loss or damage to luggage or load luggage and for delays in the delivery of cargo are reviewed by the subsidiary of Latvian Railway, LDZ Cargo, Dzirnava 147 k-1, Riga, Latvia, LV-1050;
fax: +371 67234635;

in the Republic of Lithuania

all materials and letters containing claims in respect of the carriage of passengers, luggage or load luggage shall be sent to JSC LTG Link, Geležinkelio g. 16, LT-02100 Vilnius;
fax: +370 700 55111, e-mail: passenger@litrail.lt;

in the Republic of Moldova

claims concerning the carriage of passengers and load luggage shall be sent to the State

Enterprise Railway of Moldova, Passenger Service, the Republic of Moldova, 277012, Chisinau, Vlaiku Pyrkelab 48;
fax: +373 22 22 54 17;

in Mongolia

Ulan Bator, P.O. 376, Administration of Ulan Bator Railway, Passenger Transport Service;
fax: +976 21 244305, phone: +976 21 244300;

in the Republic of Poland

PKP Intercity S. A.,
Biuro Rozliczen, Reklamacji I Windykacji,
Aleje Jerozolimskie 142 A, 02-305 Warszawa
phone: +48 22 474 26 87, fax: +4822 474 25 19, e-mail: reklamacje@intercity.pl

in the Russian Federation

Ministry of Transport of the Russian Federation, Russia, 109012, Moscow, Rozhdestvenka 1, building 1. Decisions on refunds of fares to passengers, compensation for total or partial loss or damage to luggage or load luggage and for delays in the delivery of load luggage are made by a branch of JSC Russian Railways, Centre of Settlements for International Rail Transport, Novaja-Bassmannaya 14, building 2, Moscow, 107098;

in the Slovak Republic

Settlement Administration of Railways (ZSSK),
Slovakia, 04001, Košice, (pracovisko Letná 42), Pri bitúnku 2

in Ukraine

decisions on refunds of fares to passengers, compensation for total or partial loss or damage to luggage or load luggage and for delays in the delivery of load luggage are made by the state enterprise Ukrainian State Settlement Centre for International Transportation, Ukraine 03049, Kiev, Umanskaya 5. Railway telegraph: Kiev RCP;
phone: +38044 465 11 00, fax: +38044 465 10 20;

in the Czech Republic

Office for mutual settlement of income from carriage,
CD a.s., OPT, Osobni preprava-reklamace, Videnska 15, 772 11 Olomouc, Ceska republika
phone: +420 972749340, fax: +420 972749395

in the Republic of Estonia

issues relating to the registration and return of travel tickets and registration of luggage, and claims of passengers are reviewed by AS Eesti Raudtee, Telliskivi 60/2 Tallinn 15073, Estonia)
phone: +372 615 8610, fax: +372 615 8710, e-mail: raudtee@evr.ee

CONTENTS

SECTION I GENERAL PROVISIONS

Article 1	Scope	3
Article 2	Definitions	3
Article 3	Scope of application of the Agreement	4
Article 4	Performance of carriage of passengers, luggage and load luggage	4
Article 5	Application of national legislation.....	5
Article 6	Contract of carriage	5

SECTION II CARRIAGE OF PASSENGERS

Article 7	Travel documents	6
Article 8	Transport ticket and surcharge ticket.....	7
Article 9	Seat reservation.....	8
Article 10	Conditions of validity of travel tickets.....	9
Article 11	Making seats (berths) available to passengers.....	10
Article 12	Terms and conditions of carriage of children	10
Article 13	Carriage of persons with reduced mobility	11
Article 14	Interruption of journey.....	12
Article 15	Control of travel tickets	12
Article 16	Carriage of hand luggage and animals.....	13
Article 17	Items not allowed to be carried as hand luggage	14
Article 18	Change in the travel route of a passenger.	

	Delay or cancellation of trains.....	14
Article 19	Carriage in the special train or coach.....	14
SECTION III		
CARRIAGE OF LUGGAGE		
Article 20	Carriage documents.....	15
Article 21	Limits for carriage of luggage. Items not allowed to be carried as luggage	15
Article 22	Conditions for acceptance of luggage for carriage	16
Article 23	Packaging and marking of luggage	16
Article 24	Declaration of the value of luggage.....	17
Article 25	Deadline for delivery of luggage.....	17
Article 26	Delivery of luggage	18
SECTION IV		
CARRIAGE OF LOAD LUGGAGE		
Article 27	Carriage documents.....	20
Article 28	Items permitted and prohibited for carriage as load luggage.	20
Article 29	Conditions of acceptance of load luggage for carriage.....	21
Article 30	Packaging and marking of load luggage	22
Article 31	Declaration of the value of load luggage	22
Article 32	Deadline for delivery of load luggage	23
Article 33	Delivery of load luggage.....	24
SECTION V		
CARRIAGE CHARGES		
Article 34	Calculation and collection of carriage charges ...	25
Article 35	Refund of carriage charges	25
SECTION VI		
LIABILITY OF CARRIERS		
Article 36	General prescriptions governing the liability of carriers.....	27
Article 37	Carrier's liability in the event of damage to the life or health of a passenger	28
Article 38	Liability for delay in the delivery of luggage or load luggage.....	28
Article 39	Liability for partial or total loss of, and damage to, luggage and load luggage	29
SECTION VII		
LIABILITY OF PASSENGER AND CONSIGNOR		
Article 40	Liability of passenger and consignor for damage to carrier and third parties	31
Article 41	Liability of passenger for fare evasion	31
Article 42	Liability of passenger and consignor for complying with customs regulations and other administrative regulations	31
SECTION VIII		
CLAIMS		
Article 43	Claims	32
Article 44	Limitation period applicable to claims under the contract of carriage	33

SECTION IX
FINAL PROVISIONS

Article 45	Service Instructions to the Agreement	33
Article 46	Publication and amendment of the Agreement and the Service Instructions	33
Article 47	Meetings of OSJD commissions.....	34
Article 48	Administrative matters	35
Article 49	Accession to the Agreement	35
Article 50	Language versions of the Agreement	35
Article 51	Entry into force	35
Article 52	Effective term of the Agreement	35
Annex 1	List of addresses of SMPS Parties making information available on the specified services to be provided for the passengers with reduced mobility	36
Annex 2	List of items covered by monopoly of postal authorities	38
Annex 3	List of addresses of organisations handling and settling claims	40