

ผนวก ข

CONVENTION

ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF PASSENGERS AND LUGGAGE BY ROAD (CVR)

THE CONTRACTING PARTIES,

HAVING RECOGNIZED the desirability of standardizing the conditions governing the contract for the international carriage of passengers and luggage by road,
HAVE AGREED as follows:

CHAPTER I

SCOPE OF APPLICATION

Article 1

1. This Convention shall apply to every contract for the carriage of passengers, and, where appropriate, of their luggage in vehicles by road when the contract provides that the carriage shall take place in the territory of more than one State and that the place of departure or the place of destination, or both these places, shall be situated on the territory of a Contracting State, irrespective of the place of residence and the nationality of the Parties.
2. For the purpose of this Convention,
 - (a) carrier means any person who in the course of trade or business, but acting other than as an operator of a taxi service or of a service hiring out vehicles with drivers, undertakes under an individual or collective contract of carriage to carry one or more persons and, where appropriate, their luggage, whether or not he performs the carriage himself;
 - (b) passenger means any person who, in the performance of a contract of carriage made by him or on his behalf, is carried either for reward or gratuitously by a carrier;

(c) vehicle means any motor vehicle used in the performance of a contract of carriage and intended for the carriage of persons; a trailer shall be deemed to form part of the vehicle.

3. This Convention shall also apply where the carrier is a State or other public body.

4. The Contracting States undertake not to vary any of the provisions of this Convention by special agreements between two or more of them, except to make it inapplicable to their frontier traffic.

Article 2

Where carriage by road is interrupted and another mode of transport is used, this Convention shall nevertheless apply to the portions of carriage which are performed by road, even if they are not international within the meaning of article 1, provided that they are not ancillary to the other mode of transport.

Article 3

Where the vehicle itself is carried over part of the journey by another mode of transport, this Convention shall apply to loss or damage caused by an incident connected with the carriage by the vehicle and which occurs either while the passenger is inside the vehicle or is entering or alighting from the vehicle, or in connexion with the fact that luggage is on or in the vehicle or is being loaded or unloaded.

Chapter II

PERSONS FOR WHOM THE CARRIER IS RESPONSIBLE

Article 4

For the purposes of this Convention the carrier shall be responsible for the acts and omissions of his agents and servants and of all other persons of whose services he makes use for the performance of the obligations which are incumbent upon him by virtue of the contract of carriage by road when such agents, servants or other persons

are acting within the scope of their employment, as if such acts or omissions were his own.

Chapter III

TRANSPORT DOCUMENTS

Section 1. Passengers

Article 5

1. Where passengers are carried, the carrier shall issue an individual or a collective ticket. The absence, irregularity or loss of the ticket shall not affect the existence or the validity of the contract of carriage, which shall remain subject to the provisions of this Convention.
2. The ticket shall show the name and the address of the carrier and shall contain the statement that the contract is subject, any clause to the contrary notwithstanding, to the provisions of this Convention.
3. The carrier shall be liable for any damage which may be caused to the passengers by a breach of the obligations placed upon him by this article.

Article 6

1. The ticket shall be prima facie evidence of the particulars shown on it.

Article 7

Unless the ticket contains a provision to the contrary it shall, if it is not made out in the passenger's name, be transferable at any time before the journey begins.

Section 2. Luggage

Article 8

1. The carrier may, and at the request of the passenger shall, issue a luggage registration voucher indicating the number and nature of the pieces of luggage handed

over to him. The voucher shall be issued free, subject to the collection of any taxes payable on it.

2. The luggage registration voucher, if it is not combined with a ticket, shall state the name and the address of the carrier and shall contain the statement that the contract is subject, any clause to the contrary notwithstanding, to the provisions of this Convention.

3. The carrier shall be liable for any damage which may be caused to the passengers by a breach of the obligations placed upon him by this article.

Article 9

The luggage registration voucher shall be prima facie evidence of the particulars shown on it and, subject to such reservations as may be entered on it, that the luggage appeared to be in good condition when handed over.

Article 10

1. A carrier acting in good faith shall be deemed to have made a valid delivery of the luggage if he delivers the luggage to the holder of the luggage registration voucher.

2. If the luggage registration voucher is not produced, the carrier shall not be obliged to deliver the luggage covered by it unless the person claiming the luggage can prove his right thereto; should the evidence appear insufficient, the carrier may require adequate security for the luggage and such security shall be returned within a period of one year from the date on which it was paid over.

3. Luggage which is not claimed on the arrival of the vehicle, whether or not a voucher has been issued, shall be deposited in a safe and convenient place; such luggage shall be deemed to be in the custody of the carrier on behalf of the passenger; such custody may be entrusted to a third party; the person having custody shall be entitled to a fair remuneration. All other matters connected with the deposit of unclaimed luggage shall be governed by the law of the place where the luggage has been deposited.

LIABILITY OF THE CARRIER

Section 1. Personal Injuries

Article 11

1. The carrier shall be liable for loss or damage resulting from the death or wounding of or from any other bodily or mental injury caused to a passenger as a result of an accident connected with the carriage and occurring while the passenger is inside the vehicle or is entering or alighting from the vehicle, or occurring in connexion with the loading or unloading of luggage.

2. The carrier shall be relieved of this liability if the accident was caused by circumstances which a carrier, using the diligence which the particular facts of the case called for, could not have avoided and the consequences of which he was unable to prevent.

3. The carrier shall not be relieved of liability by reason of any physical or mental failing of the driver, of any defect in, or malfunctioning of, the vehicle, or of any wrongful act or neglect on the part of the person from whom he may have hired the vehicle or of the persons for whom the latter would have been responsible, in accordance with the provisions of article 4, if he had himself been the carrier.

Article 12

Subject to article 13, paragraph 1, the court or tribunal seized of the case shall determine in accordance with the national law of the place where the said court or tribunal is situated, including the rules relating to conflict of laws, the extent of the injury giving rise to compensation as a result of the death or wounding of or any other bodily or mental injury caused to a passenger as well as what persons are entitled to compensation for such injury.

Article 13

1. The total damages payable by the carrier in respect of the same occurrence shall not exceed 250,000 francs for each victim. Any Contracting State may, however, set a higher limit or set no limit at all. When the carrier has his principal establishment in such a State, or in a non-contracting State whose legislation provides for a higher limit or does not provide for a limit at all, the law of that State, not including the rules relating to conflict of laws, shall apply for the determination of the total amount.
2. The amount referred to in paragraph 1 of this article shall be exclusive of legal or other costs incurred by the parties in asserting their rights, payment or reimbursement of which may devolve on the carrier, and of interest calculated in conformity with the law judged applicable by the court seized of the case.
3. A higher limit may be agreed between the parties to the contract of carriage. Unless the contract provides otherwise, such agreement shall be for the benefit of all persons entitled to compensation.
4. The limitations of damages referred to in this article shall apply to all the claims arising out of the death or wounding of or any other bodily or mental injury to a passenger. Where there is more than one claimant and the total of their claims exceeds the limit established, the claims shall be reduced proportionately.

Section 2. Damage to Luggage

Article 14

1. The carrier shall be liable for loss or damage resulting from the total or partial loss of luggage and for damage thereto.

The carrier shall be responsible for luggage handed to him from the time when he takes charge of it until the time either of its delivery or of its deposit in accordance with article 10, paragraph 3.

The carrier shall be responsible for other luggage while it is in the vehicle but, if in circumstances other than of an accident, the luggage is stolen or cannot be found,

the carrier shall be responsible only if it had been placed in his care. Such other luggage shall be deemed to include personal effects carried or worn by the passenger.

2. The carrier shall be relieved of this liability if the loss or damage results from an inherent defect in the luggage, from a special risk inherent in its perishable or dangerous nature or from circumstances which a carrier using the diligence which the particular facts of the case called for could not have avoided and the consequences of which he was unable to prevent.

3. The carrier shall not be relieved of liability by reason of any physical or mental failing of the driver, of any defect in or malfunctioning of the vehicle, or of any wrongful act or neglect on the part of the person from whom he may have hired the vehicle or of the persons for whom the latter would have been responsible, in accordance with the provisions of article 4, if he had himself been the carrier.

Article 15

1. Luggage not delivered within fourteen days from the date on which the passenger claims it shall be deemed to be lost.

2. If a piece of luggage which is deemed to be lost is recovered within one year following the date on which the passenger claims it, the carrier shall take all reasonable steps to notify the passenger. Within the thirty days following receipt of such notification the passenger may, against refund of any compensation which may have been paid in respect of the loss but without prejudice to any claims to compensation for delay, have the piece of luggage delivered to him either at the place of departure or at the place appointed for delivery.

Article 16

1. When under the provisions of this Convention a carrier is liable for compensation in respect of total or partial loss of or in respect of damage to luggage, such compensation shall be claimable in an amount equal to the amount of the loss or damage, but it shall not exceed 500 francs for each piece of luggage nor 2,000 francs

for each passenger. Compensation may also be claimed in respect of total or partial loss of or in respect of damage to personal effects carried or worn by the passenger, but it shall not exceed 1,000 francs for each passenger.

2. The amounts referred to in paragraph 1 of this article shall be exclusive of legal or other costs incurred by the parties in asserting their rights, payment or reimbursement of which may devolve on the carrier, and of interest calculated in conformity with the law judged applicable by the court seized of the case.

3. Higher limits may be agreed between the parties to the contract of carriage.

Section 3. General Provisions

Article 17

1. The carrier shall be exonerated wholly or in part from his liability under this Convention to the extent that loss or damage results from the wrongful act or neglect of the passenger or from conduct by the passenger not conforming to the normal conduct of a passenger.

2. Where the carrier is liable for the loss or damage but a third party has contributed thereto by his acts or omissions, the carrier shall be liable for the whole of such loss or damage without prejudice to any right or recourse he may have against such third party.

3. The carrier shall not be liable under this Convention for loss or damage caused by a nuclear incident when pursuant to special provisions in force in a Contracting State governing liability in the field of nuclear energy the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage.

Article 18

1. In all cases governed by this Convention, proceedings for liability on any grounds whatever may not be instituted against the carrier or against persons for whom he is responsible under article 4 otherwise than on the terms and within the limits laid down in this Convention.

2. If the loss or damage results from willful misconduct or gross negligence by the carrier or a person for whom he is responsible under article 4, the carrier shall not be entitled to avail himself of the provisions of this Convention which exclude his liability wholly or in part or which limit the compensation payable. The same rule shall apply to a person for whom the carrier is responsible under article 4 if that person's liability is involved and the loss or damage results from willful misconduct or gross negligence by that person.

3. Subject to the provisions of the preceding paragraph, the total amount of compensation payable by the carrier and by the persons for whom the carrier is responsible under article 4 shall not exceed the amounts prescribed in the preceding sections of this chapter.

Article 19

The franc referred to in this Convention shall be the gold franc weighing 10/31 of a gramme and being of millesimal fineness 900.

Chapter V

CLAIM AND ACTIONS

Article 20

1. The receipt of luggage by a passenger without complaint on his part shall be prima facie evidence that the luggage was delivered complete and in good condition. The complaint must be made to the carrier either orally or in writing within the seven days next following actual receipt of the luggage by the complainant.

In the case of luggage not handed over to the carrier, the period specified above shall run from the time when the loss or damage is noticed, and from not later than the time of arrival of the vehicle at the place of destination of the passenger.

2. The passenger shall be relieved of the obligations imposed on him by paragraph 1 of this article if the loss or condition of the luggage has been duly checked by the passenger and the carrier.

Article 21

1. In all legal proceedings arising out of carriage under this Convention the plaintiff may bring an action in any court or tribunal of a Contracting Party designated by agreement between the parties and, in addition, in the courts or tribunals of the country within whose territory is situated:

- (a) the place where the defendant has his principal place of business, is habitually resident or has the place of business through which the contract of carriage was made; or
 - (b) the place where the loss or damage occurred; or
 - (c) the place of departure or of destination of the carriage;
- and in no other court or tribunal.

2. Where in respect of a claim to which paragraph 1 of this article applies an action is pending before a court or tribunal competent under this paragraph or where in respect of such a claim judgement has been entered by such a court or tribunal, no new action shall be started on the same grounds between the same parties unless the judgement of the court or tribunal before which the first action was brought is not enforceable in the country in which the fresh proceedings are brought.

3. Where a judgement entered by a court or tribunal of a Contracting State, the said court or tribunal having jurisdiction in accordance with the provisions of this paragraph, in any such claim as is referred to in paragraph 1 of this article has become enforceable in that State, such judgement shall become enforceable in each of the other Contracting States as soon as the formalities required in the State concerned have been complied with. The merits of the case shall not be re-opened.

4. The provisions of the preceding paragraph shall apply to judgements after trial, judgements by default and settlements confirmed by an order of the court, but shall not

apply to interim judgements or to awards of damages in addition to costs against a plaintiff who fails wholly or partly in his action.

5. Security for costs of proceedings arising out of carriage under this Convention shall not be required from nationals of Contracting States who have their residence or a place of business in one of those States.

Article 22

1. The period of limitation for actions arising out of the death or wounding of or out of any other bodily or mental injury to a passenger shall be three years.

The period of limitation shall run from the date on which the person suffering the loss or damage had or should have had knowledge of it. However, the period of limitation shall not exceed five years from the date of the accident.

2. The period of limitation for actions arising out of carriage under this Convention other than those referred to in paragraph 1 of this article shall in all cases be one year.

The period of limitation shall run from the date on which the vehicle arrived at the place of destination of the passenger or, in the case of non-arrival, from the date on which the vehicle ought to have arrived at the place of destination of the passenger.

3. A written claim shall suspend the period of limitation until the date on which the carrier rejects the claim by notification in writing and returns any documents handed to him in support of the claim. If a part of the claim is admitted, the period of limitation shall start to run again only in respect of that part of the claim which is still in dispute. The burden of proof of the receipt of the claim or of the reply and of the return of the documents shall rest with the party relying upon those facts. Further claims having the same object shall not suspend the running of the period of limitation unless the carrier agrees to consider them.

4. Subject to the provisions of the preceding paragraph, the extension of the period of limitation shall be governed by the provisions of the law of the court or tribunal seized of the case not including the rules relating to conflict of laws. That law shall also govern the fresh accrual of rights of action.

Chapter VI

NULLITY OF STIPULATIONS CONTRARY TO THE CONVENTION

Article 23

1. Any stipulation which would directly or indirectly derogate from the provisions of this Convention shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract.
2. In particular, any clause assigning to the carrier the benefit of any insurance made in favour of the passenger or any similar clause, or any clause shifting the burden of proof, shall be null and void.
3. Any clauses assigning to an arbitral tribunal a jurisdiction which is stipulated before the event that caused the damage shall likewise be null and void.

Chapter VII

FINAL PROVISIONS

Article 24

1. This Convention is open for signature or accession by States members of the Economic Commission for Europe and States admitted to the Commission in a consultative capacity under paragraph 8 of the Commission's Terms of Reference.
2. Such States as may participate in certain activities of the Economic Commission for Europe in accordance with paragraph 11 of the Commission's Terms of Reference may become Contracting Parties to this Convention by acceding thereto after its entry into force.
3. The Convention shall be open for signature until 1 March 1974 inclusive. Thereafter, it shall be open for accession.
4. This Convention shall be subject to ratification by the signatory States.
5. The instruments of ratification or accession shall be deposited with the Secretary-General of the United Nations.

Article 25

1. This Convention shall come into force on the ninetieth day after five of the States referred to in article 24, paragraph 1, have deposited their instruments of ratification or accession.
2. With respect to any State which ratifies or accedes to this Convention after five States have deposited their instruments of ratification or accession, the Convention shall enter into force on the ninetieth day after the said State has deposited its instrument of ratification or accession.

Article 26

1. Any Contracting Party may denounce this Convention by giving notice of denunciation to the Secretary-General of the United Nations.
2. The denunciation shall take effect twelve months after the date on which the Secretary-General received the notice of denunciation.

Article 27

If, after the entry into force of this Convention, the number of Contracting Parties is reduced, as a result of denunciations, to less than five, the Convention shall cease to be in force from the date on which the last of such denunciations takes effect.

Article 28

1. Any State may, at the time of depositing its instrument of ratification or accession, or at any time thereafter, declare by notice addressed to the Secretary-General of the United Nations that the Convention will be applicable to all or any of the territories for the international relations of which that State is responsible. The Convention shall be applicable to the territory or territories named in the notice as from

the ninetieth day after receipt of the notice by the Secretary-General or, if on that day the Convention has not yet entered into force, as from its entry into force.

2. Any State which has made a declaration under paragraph 1 of this article making this Convention applicable to any territory for whose international relations it is responsible may denounce the Convention separately in respect of that territory in conformity with article 26.

Article 29

Any dispute between two or more Contracting Parties relating to the interpretation or application of this Convention which the parties are unable to settle by negotiation or other means may, at the request of any one of the Contracting Parties concerned, be referred for settlement to the International Court of Justice.

Article 30

1. Any Contracting Party may, at the time of signing, ratifying, or acceding to this Convention, declare by notice addressed to the Secretary-General of the United Nations that it does not consider itself bound by article 29 of the Convention. The other Contracting Parties shall not be bound by article 29 with respect to any Contracting Party which has entered such a reservation.

2. The declaration referred to in paragraph 1 of this article may be withdrawn at any time by notice addressed to the Secretary-General of the United Nations.

Article 31

1. Any Contracting Party to the Agreement on General Conditions for International Carriage of Passengers by Bus, signed at Berlin on 5 December 1970, may at the time of signing, ratifying or acceding to this Convention, or at any time thereafter, declare by notification addressed to the Secretary-General of the United Nations that in the event of conflict between this Convention and the aforesaid Agreement it will apply the provisions of the latter to an operation for which, according to the contract of carriage,

- (a) the places of departure and of destination are situated in the territory of a State which has made the declaration, or
 - (b) carriage is to take place in the territory of at least one State which has made the said declaration and is not to take place in the territory of any Contracting Party to this Convention which has not made the declaration.
2. The declaration referred to in paragraph 1 of this article may be withdrawn at any time by notification addressed to the Secretary-General of the United Nations.

Article 32

1. Any Contracting Party may, at the time of signing, ratifying or acceding to this Convention or at any time thereafter declare, by notification addressed to the Secretary-General of the United Nations, that it reserves the right to apply in place of articles 11 and 14 of this Convention, such relevant provisions of any international Convention concerning civil liability for damage caused by motor vehicles to which it is or may become party, and which would be more favourable to the passengers.
2. The reservation referred to in paragraph 1 of this article may be withdrawn at any time by notification addressed to the Secretary-General of the United Nations.

Article 33

No reservation or declaration other than those provided for in articles 30, 31 and 32 of this Convention shall be allowed.

Article 34

1. After this Convention has been in force for three years, any Contracting Party may, by notice addressed to the Secretary-General of the United Nations, request that a conference be convened for the purpose of amending or reviewing the Convention. The Secretary-General shall notify all Contracting Parties of the request and a conference shall be convened by the Secretary-General for that purpose if, within a period of four

months from the date of the notification sent by the Secretary-General, not less than one-fourth of the Contracting Parties signify their assent to the request.

2. If a conference is convened in pursuance of paragraph 1 of this article, the Secretary-General shall so advise all the Contracting Parties and invite them to submit, within a period of three months, the proposals which they wish the conference to consider. The Secretary-General shall circulate to all Contracting Parties the provisional agenda for the conference, together with the texts of such proposals, at least three months before the date on which the conference is to meet.

3. The Secretary-General shall invite to any conference convened in pursuance of this article all the States referred to in article 24, paragraph 1, and also the States which have become Contracting Parties under article 24, paragraph 2.

Article 35

In addition to communicating to them the notices provided for in article 34, the Secretary-General of the United Nations shall notify the States referred to in article 24, paragraph 1, and the States which have become Contracting Parties under article 24, paragraph 2, of:

- (a) ratifications and accessions under article 24;
- (b) the dates of entry into force of this Convention pursuant to article 26;
- (c) denunciations under article 26;
- (d) the termination of this Convention under article 27;
- (e) notices received under article 28;
- (f) notices received under articles 30, 31 and 32.

Article 36

After 1 March 1974, the original of this Convention shall be deposited with the Secretary-General of the United Nations, who shall transmit certified true copies to each of the States mentioned in article 24, paragraphs 1 and 2.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Convention.

DONE at Geneva, this first day of March one thousand nine hundred and seventy-three, in a single copy in the English, French and Russian languages, the three texts being equally authentic.

