

SCHEDULE

CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF PASSENGERS AND LUGGAGE BY ROAD

CHAPTER IV

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 the 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 connection 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,

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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.

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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 of 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 wilful 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 wilful 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.