

SCHEDULE

CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD

CHAPTER I

SCOPE OF APPLICATION

Article 1

- 1 This Convention shall apply to every contract for the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated in two different countries, of which at least one is a Contracting country, irrespective of the place of residence and the nationality of the parties.
- 2 For the purposes of this Convention, “vehicles” means motor vehicles, articulated vehicles, trailers and semi-trailers as defined in article 4 ^{F1} of the Convention on Road Traffic dated 19th September 1949.

Textual Amendments

- F1** The definitions set out in this article are, so far as material, as follows:— “Motor vehicle” means any self-propelled vehicle normally used for the transport of persons or goods upon a road, other than vehicles running on rails or connected to electric conductors. “Articulated vehicle” means any motor vehicle with a trailer having no front axle and so attached that part of the trailer is superimposed upon the motor vehicle and a substantial part of the weight of the trailer and of its load is borne by the motor vehicle. Such a trailer shall be called a “semi-trailer”. “Trailer” means any vehicle designed to be drawn by a motor vehicle.

- 3 This Convention shall apply also where carriage coming within its scope is carried out by States or by governmental institutions or organizations.
- 4 This Convention shall not apply:
 - (a) to carriage performed under the terms of any international postal convention;
 - (b) to funeral consignments;
 - (c) to furniture removal.
- 5 The Contracting Parties agree 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 or to authorise the use in transport operations entirely confined to their territory of consignment notes representing a title to the goods.

Article 2

- 1 Where the vehicle containing the goods is carried over part of the journey by sea, rail, inland waterways or air, and, except where the provisions of article 14 are applicable, the goods are not unloaded from the vehicle, this Convention shall nevertheless apply to the whole of the carriage. Provided that to the extent that it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by an act or omission

***Changes to legislation:** There are currently no known outstanding effects for the
Carriage of Goods by Road Act 1965, Chapter I. (See end of Document for details)*

of the carrier by road, but by some event which could only have occurred in the course of and by reason of the carriage by that other means of transport, the liability of the carrier by road shall be determined not by this Convention but in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. If, however, there are no such prescribed conditions, the liability of the carrier by road shall be determined by this Convention.

- 2 If the carrier by road is also himself the carrier by the other means of transport, his liability shall also be determined in accordance with the provisions of paragraph 1 of this article, but as if, in his capacities as carrier by road and as carrier by the other means of transport, he were two separate persons.

Changes to legislation:

There are currently no known outstanding effects for the Carriage of Goods by Road Act 1965, Chapter I.