

# Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (PAL Convention) [\*]

Done at: Athens

Date enacted: 1974-12-13

In force: 1987-04-28

The states parties to this Convention,

Having recognized the desirability of determining by agreement certain rules relating to the carriage of passengers and their luggage by sea;

Have agreed to conclude a Convention for this purpose and have thereto agreed as follows:

## Article 1

### Definitions

In this Convention the following expressions have the meaning hereby assigned to them:

1.	(a)	"carrier" means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by him or by a performing carrier;
	(b)	"performing carrier" means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage; <a href="#">[[1]]</a>
2.	"contract of carriage" means a contract made by or on behalf of a carrier for the carriage by sea of a passenger or of a passenger and his luggage, as the case may be;	
3.	"ship" means only a seagoing vessel, excluding an air-cushion vehicle;	
4.	"passenger" means any person carried in a ship,	
	(a)	under a contract of carriage, or
	(b)	who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by this Convention;
5.	"luggage" means any article or vehicle carried by the carrier under a contract of carriage, excluding:	
	(a)	articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods, and
	(b)	live animals;
6.	"cabin luggage" means luggage which the passenger has in his cabin or is otherwise in his possession, custody or control. Except for the application of paragraph 8 of this Article and Article 8, cabin luggage includes luggage which the passenger has in or on his vehicle;	
7.	"loss of or damage to luggage" includes pecuniary loss resulting from the luggage not having been re-	

	delivered to the passenger within a reasonable time after the arrival of the ship on which the luggage has been or should have been carried, but does not include delays resulting from labour disputes;						
8.	<p>"carriage" covers the following periods:</p> <table border="1"> <tr> <td>(a)</td> <td>with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice-versa, if the cost of such transport is included in the fare or if the vessel used for this purpose of auxiliary transport has been put at the disposal of the passenger by the carrier. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation;</td> </tr> <tr> <td>(b)</td> <td>with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger;</td> </tr> <tr> <td>(c)</td> <td>with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent on shore or on board until the time of its re-delivery by the carrier or his servant or agent;</td> </tr> </table>	(a)	with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice-versa, if the cost of such transport is included in the fare or if the vessel used for this purpose of auxiliary transport has been put at the disposal of the passenger by the carrier. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation;	(b)	with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger;	(c)	with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent on shore or on board until the time of its re-delivery by the carrier or his servant or agent;
(a)	with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice-versa, if the cost of such transport is included in the fare or if the vessel used for this purpose of auxiliary transport has been put at the disposal of the passenger by the carrier. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation;						
(b)	with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger;						
(c)	with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent on shore or on board until the time of its re-delivery by the carrier or his servant or agent;						
9.	"international carriage" means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State;						
10.	"Organization" means the Inter-Governmental Maritime Consultative Organization. <sup>[[2]]</sup>						

[\[\[3\]\]](#)

<sup>[[1]]</sup>	Amended by Protocol 2002-11-01, not in force: paragraph 1 is to be replaced by the following text: "1 (a) "carrier" means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by that person or by a performing carrier; (b) "performing carrier" means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage; and (c) "carrier who actually performs the whole or a part of the carriage" means the performing carrier, or, in so far as the carrier actually performs the carriage, the carrier."
<sup>[[2]]</sup>	Amended by Protocol 2002-11-01, not in force: paragraph 10 is replaced by the following text: "10 "Organization" means the International Maritime Organization."
<sup>[[3]]</sup>	Amended by Protocol 2002-11-01, not in force: the following text is added as Article 1, paragraph 11: "11 "Secretary-General" means the Secretary-General of the Organization."

**[Article 1bis]**

**[Annex][[1]]**

[[1]]	Amended by Protocol 2002-11-01, not in force: the following text is added as Article 1bis: "The annex to this Convention shall constitute an integral part of the Convention."
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## Article 2

### Application

1.	This Convention shall apply to any international carriage if:
(a)	the ship is flying the flag of or is registered in a State Party to this Convention, or
(b)	the contract of carriage has been made in a State Party to this Convention, or
(c)	the place of departure or destination, according to the contract of carriage, is in a State Party to this Convention.
2.	Notwithstanding paragraph 1 of this Article, this Convention shall not apply when the carriage is subject, under any other international convention concerning the carriage of passengers or luggage by another mode of transport, to a civil liability regime under the provisions of such convention, in so far as those provisions have mandatory application to carriage by sea.

## Article 3

### Liability of the carrier

1.	The carrier shall be liable for the damage suffered as a result of the death of or personal injury to a passenger and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the carrier or of his servants or agents acting within the scope of their employment. <a href="#">[[1]]</a>
2.	The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage, and the extent of the loss or damage, shall lie with the claimant. <a href="#">[[2]]</a>
3.	Fault or neglect of the carrier or of his servants or agents acting within the scope of their employment shall be presumed, unless the contrary is proved, if the death of or personal injury to the passenger or the loss of or damage to cabin luggage arose from or in connexion with the shipwreck, collision, stranding, explosion or fire, or defect in the ship. In respect of loss of or damage to other luggage, such fault or neglect shall be presumed, unless the contrary is proved, irrespective of the nature of the incident which caused the loss or damage. In all other cases the burden of proving fault or neglect shall lie with the claimant. <a href="#">[[3]]</a> <a href="#">[[4]]</a>
[[1]]	Amended by Protocol 2002-11-01, not in force: paragraph 1 is to be replaced by the following text: "1. For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, the carrier shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250,000 units of account, unless the carrier proves that the incident: (a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or (b) was wholly caused by an act or omission done with the intent to cause the incident by a third party. If and to the extent that the loss exceeds the

	above limit, the carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier."
[[2]]	Amended by Protocol 2002-11-01, not in force: paragraph 2 is to be replaced by the following text: "3. For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The burden of proving fault or neglect shall lie with the claimant."
[[3]]	Amended by Protocol 2002-11-01, not in force: paragraph 3 is to be replaced by the following text: "3. For the loss suffered as a result of the loss of or damage to cabin luggage, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident."
[[4]]	Amended by Protocol 2002-11-01, not in force: the following text is to be added as paragraphs 4 to 8 of Article 3: "4. For the loss suffered as a result of the loss of or damage to luggage other than cabin luggage, the carrier shall be liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier. 5. For the purposes of this Article: (a) "shipping incident" means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship; (b) "fault or neglect of the carrier" includes the fault or neglect of the servants of the carrier, acting within the scope of their employment; (c) "defect in the ship" means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers; or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances; and (d) "loss" shall not include punitive or exemplary damages. 6. The liability of the carrier under this Article only relates to loss arising from incidents that occurred in the course of the carriage. The burden of proving that the incident which caused the loss occurred in the course of the carriage, and the extent of the loss, shall lie with the claimant. 7. Nothing in this Convention shall prejudice any right of recourse of the carrier against any third party, or the defence of contributory negligence under Article 6 of this Convention. Nothing in this Article shall prejudice any right of limitation under Articles 7 or 8 of this Convention. 8. Presumptions of fault or neglect of a party or the allocation of the burden of proof to a party shall not prevent evidence in favour of that party from being considered."

## Article 4

### Performing carrier

1.	If the performance of the carriage or part thereof has been entrusted to a performing carrier, the carrier shall nevertheless remain liable for the entire carriage according to the provisions of this Convention. In addition, the performing carrier shall be subject and entitled to the provisions of this Convention for the part of the carriage performed by him.
2.	The carrier shall, in relation to the carriage performed by the performing carrier, be liable for the acts and omissions of the performing carrier and of his servants and agents acting within the scope of their employment.
3.	Any special agreement under which the carrier assumes obligations not imposed by this Convention or

	any waiver of rights conferred by this Convention shall affect the performing carrier only if agreed by him expressly and in writing.
4.	Where and to the extent that both the carrier and the performing carrier are liable, their liability shall be joint and several.
5.	Nothing in this Article shall prejudice any right of recourse as between the carrier and the performing carrier.

**[Article 4bis] [1]**

**[Compulsory insurance][[1]]**

[1]	
[[1]]	<p>Amended 2002-11-01, not in force, the following text is to be added as Article 4bis of the Convention:</p> <p>"1. When passengers are carried on board a ship registered in a State Party that is licensed to carry more than twelve passengers, and this Convention applies, any carrier who actually performs the whole or a part of the carriage shall maintain insurance or other financial security, such as the guarantee of a bank or similar financial institution, to cover liability under this Convention in respect of the death of and personal injury to passengers. The limit of the compulsory insurance or other financial security shall not be less than 250,000 units of account per passenger on each distinct occasion.</p> <p>2. A certificate attesting that insurance or other financial security is in force in accordance with the provisions of this Convention shall be issued to each ship after the appropriate authority of a State Party has determined that the requirements of paragraph 1 have been complied with. With respect to a ship registered in a State Party, such certificate shall be issued or certified by the appropriate authority of the State of the ship's registry; with respect to a ship not registered in a State Party it may be issued or certified by the appropriate authority of any State Party. This certificate shall be in the form of the model set out in the annex to this Convention and shall contain the following particulars: (a) name of ship, distinctive number or letters and port of registry; (b) name and principal place of business of the carrier who actually performs the whole or a part of the carriage; (c) IMO ship identification number; (d) type and duration of security; (e) name and principal place of business of insurer or other person providing financial security and, where appropriate, place of business where the insurance or other financial security is established; and (f) period of validity of the certificate, which shall not be longer than the period of validity of the insurance or other financial security.</p> <p>3. (a) A State Party may authorize an institution or an Organization recognised by it to issue the certificate. Such institution or organization shall inform that State of the issue of each certificate. In all cases, the State Party shall fully guarantee the completeness and accuracy of the certificate so issued, and shall undertake to ensure the necessary arrangements to satisfy this obligation. (b) A State Party shall notify the Secretary-General of: (i) the specific responsibilities and conditions of the authority delegated to an institution or organization recognised by it; (ii) the withdrawal of such authority; and (iii) the date from which such authority or withdrawal of such authority takes effect. An authority delegated shall not take effect prior to three months from the date from which notification to that effect was given to the Secretary-General. (c) The institution or organization authorized to issue certificates in</p>

accordance with this paragraph shall, as a minimum, be authorized to withdraw these certificates if the conditions under which they have been issued are not complied with. In all cases the institution or organization shall report such withdrawal to the State on whose behalf the certificate was issued.

4. The certificate shall be in the official language or languages of the issuing State. If the language used is not English, French or Spanish, the text shall include a translation into one of these languages, and, where the State so decides, the official language of the State may be omitted.

5. The certificate shall be carried on board the ship, and a copy shall be deposited with the authorities who keep the record of the ship's registry or, if the ship is not registered in a State Party, with the authority of the State issuing or certifying the certificate.

6. An insurance or other financial security shall not satisfy the requirements of this Article if it can cease, for reasons other than the expiry of the period of validity of the insurance or security specified in the certificate, before three months have elapsed from the date on which notice of its termination is given to the authorities referred to in paragraph 5, unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period. The foregoing provisions shall similarly apply to any modification which results in the insurance or other financial security no longer satisfying the requirements of this Article.

7. The State of the ship's registry shall, subject to the provisions of this Article, determine the conditions of issue and validity of the certificate.

8. Nothing in this Convention shall be construed as preventing a State Party from relying on information obtained from other States or the Organization or other international organizations relating to the financial standing of providers of insurance or other financial security for the purposes of this Convention. In such cases, the State Party relying on such information is not relieved of its responsibility as a State issuing the certificate.

9. Certificates issued or certified under the authority of a State Party shall be accepted by other States Parties for the purposes of this Convention and shall be regarded by other States Parties as having the same force as certificates issued or certified by them, even if issued or certified in respect of a ship not registered in a State Party. A State Party may at any time request consultation with the issuing or certifying State should it believe that the insurer or guarantor named in the insurance certificate is not financially capable of meeting the obligations imposed by this Convention.

10. Any claim for compensation covered by insurance or other financial security pursuant to this Article may be brought directly against the insurer or other person providing financial security. In such case, the amount set out in paragraph 1 applies as the limit of liability of the insurer or other person providing financial security, even if the carrier or the performing carrier is not entitled to limitation of liability. The defendant may further invoke the defences (other than the bankruptcy or winding up) which the carrier referred to in paragraph 1 would have been entitled to invoke in accordance with this Convention.

Furthermore, the defendant may invoke the defence that the damage resulted from the wilful misconduct of the assured, but the defendant shall not invoke any other defence which the defendant might have been entitled to invoke in proceedings brought by the assured against the defendant. The defendant shall in any event have the right to require the carrier and the performing carrier to be joined in the proceedings.

11. Any sums provided by insurance or by other financial security maintained in accordance with

paragraph 1 shall be available exclusively for the satisfaction of claims under this Convention, and any payments made of such sums shall discharge any liability arising under this Convention to the extent of the amounts paid.

12. A State Party shall not permit a ship under its flag to which this Article applies to operate at any time unless a certificate has been issued under paragraphs 2 or 15.

13. Subject to the provisions of this Article, each State Party shall ensure, under its national law, that insurance or other financial security, to the extent specified in paragraph 1, is in force in respect of any ship that is licensed to carry more than twelve passengers, wherever registered, entering or leaving a port in its territory in so far as this Convention applies.

14. Notwithstanding the provisions of paragraph 5, a State Party may notify the Secretary-General that, for the purposes of paragraph 13, ships are not required to carry on board or to produce the certificate required by paragraph 2 when entering or leaving ports in its territory, provided that the State Party which issues the certificate has notified the Secretary-General that it maintains records in an electronic format, accessible to all States Parties, attesting the existence of the certificate and enabling States Parties to discharge their obligations under paragraph 13.

15. If insurance or other financial security is not maintained in respect of a ship owned by a State Party, the provisions of this Article relating thereto shall not be applicable to such ship, but the ship shall carry a certificate issued by the appropriate authorities of the State of the ship's registry, stating that the ship is owned by that State and that the liability is covered within the amount prescribed in accordance with paragraph 1. Such a certificate shall follow as closely as possible the model prescribed by paragraph 2."

## **Article 5**

### **Valuables**

The carrier shall not be liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe-keeping in which case the carrier shall be liable up to the limit provided for in paragraph 3 of Article 8 unless a higher limit is agreed upon in accordance with paragraph 1 of Article 10.

## **Article 6**

### **Contributory fault**

If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger, the court seized of the case may exonerate the carrier wholly or partly from his liability in accordance with the provisions of the law of that court.

## **Article 7**

### **Limit of liability for personal injury[[1]]**

1. The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 46,666 units of account per carriage. Where in accordance with the law of the court seized of the case damages are awarded in the form of periodical income payments, the equivalent capital value of those

	payments shall not exceed the said limit. <sup>[[2]]</sup>
2.	Notwithstanding paragraph 1 of this Article, the national law of any State Party to this Convention may fix, as far as carriers who are nationals of such State are concerned, a higher per capita limit of liability.
<sup>[[1]]</sup>	Amended 2002-11-01, not in force: Article 7 of the Convention is to be replaced by the following text: "Article 7 Limit of liability for death and personal injury 1. The liability of the carrier for the death of or personal injury to a passenger under Article 3 shall in no case exceed 400,000 units of account per passenger on each distinct occasion. Where, in accordance with the law of the court seized of the case, damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed the said limit. 2. A State Party may regulate by specific provisions of national law the limit of liability prescribed in paragraph 1, provided that the national limit of liability, if any, is not lower than that prescribed in paragraph 1. A State Party, which makes use of the option provided for in this paragraph, shall inform the Secretary-General of the limit of liability adopted or of the fact that there is none."
<sup>[[2]]</sup>	As amended 1976-11-19, in force 1989-04-30.

## Article 8

### Limit of liability for loss of or damage to luggage<sup>[[1]]</sup>

1.	The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 833 units of account per passenger, per carriage.
2.	The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 3,333 units of account per vehicle, per carriage.
3.	The liability of the carrier for the loss of or damage to luggage other than that mentioned in paragraphs 1 and 2 of this Article shall in no case exceed 1,200 units of account per passenger, per carriage.
4.	The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 117 units of account in the case of damage to a vehicle and not exceeding 13 units of account per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.
<sup>[[1]]</sup>	As amended by Protocol 1976-11-19, in force 1989-04-30.  Amended 2002-11-01, not in force: Article 8 of the Convention is to be replaced by the following text: "Article 8 Limit of liability for loss of or damage to luggage and vehicles 1. The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 2,250 units of account per passenger, per carriage. 2. The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 12,700 units of account per vehicle, per carriage. 3. The liability of the carrier for the loss of or damage to luggage other than that mentioned in paragraphs 1 and 2 shall in no case exceed 3,375 units of account per passenger, per carriage. 4. The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 330 units of account in the case of damage to a vehicle and not exceeding 149 units of account per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage."



## Article 9

### Unit of account or monetary unit and conversion<sup>[1]</sup>

1.	<p>The Unit of Account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Articles 7 and 8 shall be converted into the national currency of the State of the Court seized of the case on the basis of the value of that currency on the date of the judgment or the date agreed upon by the Parties. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State.</p>										
2.	<p>Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this Article may, at the time of ratification or accession or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows:</p> <table border="1" data-bbox="240 887 1394 1339"><tr><td data-bbox="240 887 304 1003">(a)</td><td data-bbox="304 887 1394 1003">in respect of Article 7, paragraph 1, 700,000 monetary units;</td></tr><tr><td data-bbox="240 1003 304 1066">(b)</td><td data-bbox="304 1003 1394 1066">in respect of Article 8, paragraph 1, 12,500 monetary units;</td></tr><tr><td data-bbox="240 1066 304 1128">(c)</td><td data-bbox="304 1066 1394 1128">in respect of Article 8, paragraph 2, 50,000 monetary units;</td></tr><tr><td data-bbox="240 1128 304 1191">(d)</td><td data-bbox="304 1128 1394 1191">in respect of Article 8, paragraph 3, 18,000 monetary units;</td></tr><tr><td data-bbox="240 1191 304 1339">(e)</td><td data-bbox="304 1191 1394 1339">in respect of Article 8, paragraph 4, the deductible shall not exceed 1,750 monetary units in the case of damage to a vehicle and shall not exceed 200 monetary units per passenger in the case of loss of or damage to other luggage.</td></tr></table> <p>The monetary unit referred to in this paragraph corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. The conversion of the amounts specified in this paragraph into the national currency shall be made according to the law of the State concerned.</p>	(a)	in respect of Article 7, paragraph 1, 700,000 monetary units;	(b)	in respect of Article 8, paragraph 1, 12,500 monetary units;	(c)	in respect of Article 8, paragraph 2, 50,000 monetary units;	(d)	in respect of Article 8, paragraph 3, 18,000 monetary units;	(e)	in respect of Article 8, paragraph 4, the deductible shall not exceed 1,750 monetary units in the case of damage to a vehicle and shall not exceed 200 monetary units per passenger in the case of loss of or damage to other luggage.
(a)	in respect of Article 7, paragraph 1, 700,000 monetary units;										
(b)	in respect of Article 8, paragraph 1, 12,500 monetary units;										
(c)	in respect of Article 8, paragraph 2, 50,000 monetary units;										
(d)	in respect of Article 8, paragraph 3, 18,000 monetary units;										
(e)	in respect of Article 8, paragraph 4, the deductible shall not exceed 1,750 monetary units in the case of damage to a vehicle and shall not exceed 200 monetary units per passenger in the case of loss of or damage to other luggage.										
3.	<p>The calculation mentioned in the last sentence of paragraph 1 and the conversion mentioned in paragraph 2 shall be made in such a manner as to express in the national currency of the State as far as possible the same real value for the amounts in Articles 7 and 8 as is expressed there in units of account. States shall communicate to the depositary the manner of calculation pursuant to paragraph 1 or the result of the conversion in paragraph 2 as the case may be, when depositing an instrument referred to in Article III and whenever there is a change in either.</p>										
<sup>[1]</sup>	<p>As amended by Protocol 1976-11-19, in force 1989-04-30.</p> <p>Amended 2002-11-01, not in force: Article 9 of the Convention is to be replaced by the following text: "Article 9 Unit of Account and conversion 1. The Unit of Account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Article 3, paragraph 1, Article 4bis, paragraph 1, Article 7, paragraph 1, and Article 8 shall be converted into the national currency of the State of the court seized of the case on the basis of the value of that</p>										

currency by reference to the Special Drawing Right on the date of the judgment or the date agreed upon by the parties. The value of the national currency, in terms of the Special Drawing Right, of a State Party which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect on the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State Party which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State Party. 2. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 may, at the time of ratification, acceptance, approval of or accession to this Convention or at any time thereafter, declare that the Unit of Account referred to in paragraph 1 shall be equal to 15 gold francs. The gold franc referred to in this paragraph corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The conversion of the gold franc into the national currency shall be made according to the law of the State concerned. 3. The calculation mentioned in the last sentence of paragraph 1, and the conversion mentioned in paragraph 2 shall be made in such a manner as to express in the national currency of the States Parties, as far as possible, the same real value for the amounts in Article 3, paragraph 1, Article 4bis, paragraph 1, Article 7, paragraph 1, and Article 8 as would result from the application of the first three sentences of paragraph 1. States shall communicate to the Secretary-General the manner of calculation pursuant to paragraph 1, or the result of the conversion in paragraph 2, as the case may be, when depositing an instrument of ratification, acceptance, approval of or accession to this Convention and whenever there is a change in either."

## Article 10

### Supplementary provisions on limits of liability

1.	The carrier and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in Articles 7 and 8.
2.	Interest on damages and legal costs shall not be included in the limits of liability prescribed in Articles 7 and 8.

## Article 11

### Defences and limits for carriers' servants

If an action is brought against a servant or agent of the carrier or of the performing carrier arising out of damage covered by this Convention, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the defences and limits of liability which the carrier or the performing carrier is entitled to invoke under this Convention.

## Article 12

### Aggregation of claims

1.	Where the limits of liability prescribed in Articles 7 and 8 take effect, they shall apply to the aggregate of the amounts recoverable in all claims arising out of the death of or personal injury to any one passenger or the loss of or damage to his luggage.
2.	In relation to the carriage performed by a performing carrier, the aggregate of the amounts recoverable

	from the carrier and the performing carrier and from their servants and agents acting within the scope of their employment shall not exceed the highest amount which could be awarded against either the carrier or the performing carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to him.
3.	In any case where a servant or agent of the carrier or of the performing carrier is entitled under Article 11 of this Convention to avail himself of the limits of liability prescribed in Articles 7 and 8, the aggregate of the amounts recoverable from the carrier, or the performing carrier as the case may be, and from that servant or agent, shall not exceed those limits.

## Article 13

### Loss of right to limit liability

1.	The carrier shall not be entitled to the benefit of the limits of liability prescribed in Articles 7 and 8 and paragraph 1 of Article 10, if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.
2.	The servant or agent of the carrier or of the performing carrier shall not be entitled to the benefit of those limits if it is proved that the damage resulted from an act or omission of that servant or agent done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

## Article 14

### Basis for claims

No action for damages for the death of or personal injury to a passenger, or for the loss of or damage to luggage, shall be brought against a carrier or performing carrier otherwise than in accordance with this Convention.

## Article 15

### Notice of loss or damage to luggage

1.	The passenger shall give written notice to the carrier or his agent:	
	(a)	in the case of apparent damage to luggage:
	(i)	for cabin luggage, before or at the time of disembarkation of the passenger;
	(ii)	for all other luggage, before or at the time of its re-delivery;
	(b)	in the case of damage to luggage which is not apparent, or loss of luggage, within fifteen days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.
2.	If the passenger fails to comply with this Article, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged.	

3.	The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.
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## Article 16

### Time-bar for actions

1.	Any action for damages arising out of the death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of two years.
2.	The limitation period shall be calculated as follows:
(a)	in the case of personal injury, from the date of disembarkation of the passenger;
(b)	in the case of death occurring during carriage, from the date when the passenger should have disembarked, and in the case of personal injury occurring during carriage and resulting in the death of the passenger after disembarkation, from the date of death, provided that this period shall not exceed three years from the date of disembarkation;
(c)	in the case of loss of or damage to luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.
3.	The law of the court seized of the case shall govern the grounds of suspension and interruption of limitation periods, but in no case shall an action under this Convention be brought after the expiration of a period of three years from the date of disembarkation of the passenger or from the date when disembarkation should have taken place, whichever is later. <a href="#">[1]</a>
4.	Notwithstanding paragraphs 1, 2 and 3 of this Article, the period of limitation may be extended by a declaration of the carrier or by agreement of the parties after the cause of action has arisen. The declaration or agreement shall be in writing.
[[1]]	Amended 2002-11-01, not in force: paragraph 3 is to be replaced by the following text: "The law of the Court seized of the case shall govern the grounds for suspension and interruption of limitation periods, but in no case shall an action under this Convention be brought after the expiration of any one of the following periods of time: (a) A period of five years beginning with the date of disembarkation of the passenger or from the date when disembarkation should have taken place, whichever is later; or, if earlier (b) a period of three years beginning with the date when the claimant knew or ought reasonably to have known of the injury, loss or damage caused by the incident."

## Article 17

### Competent jurisdiction

1.	An action arising under this Convention shall, at the option of the claimant, be brought before one of the courts listed below, provided that the court is located in a State Party to this Convention:
(a)	the court of the place of permanent residence or principal place of business of the defendant, or

	<p>(b) the court of the place of departure or that of the destination according to the contract of carriage, or</p> <p>(c) a court of the State of the domicile or permanent residence of the claimant, if the defendant has a place of business and is subject to jurisdiction in that State, or</p> <p>(d) a court of the State where the contract of carriage was made, if the defendant has a place of business and is subject to jurisdiction in that State.<sup>[[1]]</sup></p>
2.	After the occurrence of the incident which has caused the damage, the parties may agree that the claim for damages shall be submitted to any jurisdiction or to arbitration. <sup>[[2]][[3]]</sup>
<sup>[[1]]</sup>	Amended 2002-11-01, not in force: paragraph 1 is to be replaced by the following text: "An action arising under Articles 3 and 4 of this Convention shall, at the option of the claimant, be brought before one of the courts listed below, provided that the court is located in a State Party to this Convention, and subject to the domestic law of each State Party governing proper venue within those States with multiple possible forums: (a) the court of the State of permanent residence or principal place of business of the defendant, or (b) the court of the State of departure or that of the destination according to the contract of carriage, or (c) the court of the State of the domicile or permanent residence of the claimant, if the defendant has a place of business and is subject to jurisdiction in that State, or (d) the court of the State where the contract of carriage was made, if the defendant has a place of business and is subject to jurisdiction in that State."
<sup>[[2]]</sup>	Amended 2002-11-01, not in force: paragraph 1 is to be replaced by the following text: "Actions under Article 4bis of this Convention shall, at the option of the claimant, be brought before one of the courts where action could be brought against the carrier or performing carrier according to paragraph 1."
<sup>[[3]]</sup>	Amended 2002-11-01, not in force: the following text is to be added as paragraph 3 to Article 17: "After the occurrence of the incident which has caused the damage, the parties may agree that the claim for damages shall be submitted to any jurisdiction or to arbitration."

## [Article 17bis]

### [Recognition and enforcement]<sup>[[1]]</sup>

<sup>[[1]]</sup>	<p>Amended 2002-11-01, not in force: the following text is to be added as Article 17 bis: "1. Any judgment given by a court with jurisdiction in accordance with Article 17 which is enforceable in the State of origin where it is no longer subject to ordinary forms of review, shall be recognised in any State Party, except (a) where the judgment was obtained by fraud; or (b) where the defendant was not given reasonable notice and a fair opportunity to present the case.</p> <p>2. A judgment recognised under paragraph 1 shall be enforceable in each State Party as soon as the formalities required in that State have been complied with. The formalities shall not permit the merits of the case to be re-opened.</p> <p>3. A State Party to this Protocol may apply other rules for the recognition and enforcement of judgments, provided that their effect is to ensure that judgments are recognised and enforced at least to the same extent as under paragraphs 1 and 2."</p>
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## Article 18

### Invalidity of contractual provisions

Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to his luggage, purporting to relieve the carrier of his liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Convention except as provided in paragraph 4 of Article 8, and any such provision purporting to shift the burden of proof which rests on the carrier, or having the effect of restricting the option specified in paragraph 1 of Article 17, shall be null and void, but the nullity of that provision shall not render void the contract of carriage which shall remain subject to the provisions of this Convention.<sup>[[1]]</sup>

[[1]]

Amended 2002-11-01, not in force: Article 18 is to be replaced by the following text: "Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to the passenger's luggage, purporting to relieve any person liable under this Convention of liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Convention except as provided in Article 8, paragraph 4, and any such provision purporting to shift the burden of proof which rests on the carrier or performing carrier, or having the effect of restricting the options specified in Article 17, paragraphs 1 or 2, shall be null and void, but the nullity of that provision shall not render void the contract of carriage which shall remain subject to the provisions of this Convention."

## Article 19

### Other conventions on limitation of liability

This Convention shall not modify the rights or duties of the carrier, the performing carrier, and their servants or agents provided for in international conventions relating to the limitation of liability of owners of seagoing ships.

## Article 20

### Nuclear damage

No liability shall arise under this Convention for damage caused by a nuclear incident:

a.

if the operator of a nuclear installation is liable for such damage under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by its Additional Protocol of 28 January 1964, or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or

b.

if the operator of a nuclear installation is liable for such damage by virtue of a national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or the Vienna Conventions.<sup>[[1]]</sup>

[[1]]

Amended 2002-11-01, not in force: Article 20 is to be replaced by the following text: "No liability shall arise under this Convention for damage caused by a nuclear incident: (a) if the operator of a nuclear installation is liable for such damage under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by its Additional Protocol of 28 January 1964, or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or any amendment or Protocol thereto which is in force; or (b) if the operator of a nuclear installation is liable for such

	<p>damage by virtue of a national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or the Vienna Conventions or any amendment or Protocol thereto which is in force."</p>
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**Article 21**

**Commercial carriage by public authorities**

This Convention shall apply to commercial carriage undertaken by States or Public Authorities under contracts of carriage within the meaning of Article 1.

**Article 22**

**Declaration of non-application**

- |    |  |
|----|--|
| 1. | Any Party may at the time of signing, ratifying, accepting, approving or acceding to this Convention, declare in writing that it will not give effect to this Convention when the passenger and the carrier are subjects or nationals of that Party. |
| 2. | Any declaration made under paragraph 1 of this Article may be withdrawn at any time by a notification in writing to the Secretary-General of the Organization.   |

**[Article 22bis]**

**[Final clauses of the Convention][[1]]**

[[1]]	<p>Amended 2002-11-01, not in force: the following text is to be added as Article 22bis: "The final clauses of this Convention shall be Articles 17 to 25 of the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974. References in this Convention to States Parties shall be taken to mean references to States Parties to that Protocol."</p> <p>Interpretation and application according to 2002 Protocol: "1 The Convention and this Protocol shall, as between the Parties to this Protocol, be read and interpreted together as one single instrument. 2 The Convention as revised by this Protocol shall apply only to claims arising out of occurrences which take place after the entry into force for each State of this Protocol. 3 Articles 1 to 22 of the Convention, as revised by this Protocol, together with Articles 17 to 25 of this Protocol and the annex thereto, shall constitute and be called the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002."</p>
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**Article 23**

**Signature, ratification and accession**

- |     |  |     |   |     |   |
|-----|--|-----|---|-----|---|
| 1.  | This Convention shall be open for signature at the Headquarters of the Organization until 31 December 1975 and shall thereafter remain open for accession.   |     |   |     |   |
| 2.  | <p style="text-align: center;">States may become Parties to this Convention by:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 10%; text-align: center;">(a)</td> <td>signature without reservation as to ratification, acceptance or approval;</td> </tr> <tr> <td style="text-align: center;">(b)</td> <td>signature subject to ratification, acceptance or approval followed by ratification, acceptance or</td> </tr> </table> | (a) | signature without reservation as to ratification, acceptance or approval; | (b) | signature subject to ratification, acceptance or approval followed by ratification, acceptance or |
| (a) | signature without reservation as to ratification, acceptance or approval;  |     |   |     |   |
| (b) | signature subject to ratification, acceptance or approval followed by ratification, acceptance or  |     |   |     |   |

		approval; or
	(c)	accession.
3.	Ratification, acceptance, approval or accession shall be effected by the deposit of a formal instrument to that effect with the Secretary-General of the Organization.	

## Article 24

### Entry into force

1.	This Convention shall enter into force on the ninetieth day following the date on which ten States have either signed it without reservation as to ratification, acceptance or approval or have deposited the requisite instruments of ratification, acceptance, approval or accession.
2.	For any State which subsequently signs this Convention without reservation as to ratification, acceptance or approval, or deposits its instrument of ratification, acceptance, approval or accession, the Convention shall come into force on the ninetieth day after the date of such signature or deposit.

## Article 25

### Denunciation

1.	This Convention may be denounced by a Party at any time after the date on which the Convention entered into force for that Party.
2.	Denunciation shall be effected by the deposit of an instrument with the Secretary-General of the Organization who shall inform all other Parties of the receipt of the instrument of denunciation and of the date of its deposit.
3.	A denunciation shall take effect one year after the deposit of an instrument of denunciation, or after such longer period as may be specified in the instrument.

## Article 26

### Revision and amendment

1.	A Conference for the purpose of revising or amending this Convention may be convened by the Organization.
2.	The Organization shall convene a Conference of the Parties to this Convention for revising or amending it at the request of not less than one-third of the Parties.
3.	Any State becoming a Party to this Convention after the entry into force of an amendment adopted by a conference convened in accordance with this Article shall be bound by the Convention as amended.

## Article 27

### Depositary

1.	This Convention shall be deposited with the Secretary-General of the Organization.
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2.	The Secretary-General of the Organization shall:	
(a)	inform all States which have signed or acceded to this Convention of:	
	(i)	each new signature and each deposit of an instrument together with the date thereof;
	(ii)	the date of entry into force of this Convention;
	(iii)	any denunciation of this Convention and the date on which it takes effect;
(b)	transmit certified true copies of this Convention to all signatory States and to all States which have acceded to this Convention.	
3.	Upon entry into force of this Convention, a certified true copy thereof shall be transmitted by the Secretary-General of the Organization to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.	

## Article 28

### Languages

This Convention is established in a single original in the English and French languages, both texts being equally authentic. Official translations in the Russian and Spanish languages shall be prepared by the Secretary-General of the Organization and deposited with the signed original.

In witness whereof the undersigned being duly authorized for that purpose have signed this Convention.

\_\_\_\_\_

¶	<p>As amended by Protocol 1976-11-19, in force 1989-04-30. Also amended by Protocol 1990-03-29, not in force and Protocol 2002-11-01, not in force. The 1990 Protocol is superseded by the 2002 Protocol.</p> <p>The Athens Convention 1974 was designed to consolidate and harmonize two earlier Conventions adopted in 1961 and 1967 respectively, known as the Brussels Conventions, which dealt with passengers and their luggage.</p>
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**STRASBOURG CONVENTION ON THE LIMITATION OF LIABILITY OF OWNERS OF  
INLAND NAVIGATION VESSELS (CLNI), STRASBOURG, 4 NOVEMBER 1988**

*(Translation – Non-authentic text)<sup>1</sup>*

(...),

HAVING RECOGNIZED the desirability of harmonizing the law applicable as regards the limitation of liability in inland navigation, particularly on the Rhine and the Moselle,

HAVE DECIDED to conclude a Convention for this purpose, and have thereto agreed as follows:

CHAPTER I

The right of limitation

Article 1

Persons entitled to limit liability

1. Vessel owners and salvors, as hereinafter defined, may limit their liability in accordance with the rules of this Convention for claims set out in article 2.
2. The term
  - (a) "Vessel owner" shall mean the owner, hirer, charterer, manager and operator of a vessel.
  - (b) "Vessel" shall mean an inland navigation vessel and shall also include hydrofoils, ferries and small craft but not air-cushion vehicles. The term "vessels" shall also cover dredgers, floating cranes, elevators and all other floating and mobile appliances or plant of a similar nature;
  - (c) "Salvor" shall mean any person rendering services in direct connection with salvage operations. Salvage operations shall also include operations referred to in article 2, paragraph 1 (d), (e) and (f).
3. If any claims set out in article 2 are made against any person for whose act, neglect or default the vessel owner or salvor is responsible, such person shall be entitled to avail himself of the limitation of liability provided for in this Convention.
4. In this Convention the liability of a vessel owner shall include liability in an action brought against the vessel herself.
5. An insurer of liability for claims subject to limitation in accordance with the rules of this Convention shall be entitled to the benefits of this Convention to the same extent as the assured himself.
6. The act of invoking limitation of liability shall not constitute an admission of liability.

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<sup>1</sup> Editor's note. This translation follows the English text reproduced by the UNECE Secretariat at the request of the Principal Working Party on Inland Water Transport of the UNECE Water Transport Committee (TRANS/SC3/R.130). Some minor corrections were made to more fully attune the English translation to the Dutch, French and German authentic texts.

## Article 2

Claims subject to limitation

1. Subject to articles 3 and 4 the following claims, whatever the basis of liability may be, shall be subject to limitation of liability:
  - (a) claims in respect of loss of life or personal injury or loss of or damage to property (including damage to harbour works, basins, waterways, locks, bridges and aids to navigation), occurring on board or in direct connection with the operation of the vessel or with salvage operations, and consequential loss resulting therefrom;
  - (b) claims in respect of loss resulting from delay in the carriage of cargo, passengers or their luggage;
  - (c) claims in respect of other loss resulting from infringement of rights other than contractual rights, occurring in direct connection with the operation of the vessel or salvage operations;
  - (d) claims in respect of the raising, removal, destruction or the rendering harmless of a vessel which is sunk, wrecked, stranded or abandoned, including anything that is or has been on board such vessel;
  - (e) claims in respect of the removal, destruction or rendering harmless of the cargo of the vessel;
  - (f) claims of a person other than the person liable in respect of measures taken in order to avert or minimize loss for which the person liable may limit his liability in accordance with this Convention, and further loss caused by such measures.
2. Claims set out in paragraph 1 shall be subject to limitation of liability even if brought by way of recourse or for indemnity under a contract or otherwise. However, claims set out under paragraph 1 (d), (e) and (f) shall not be subject to limitation of liability to the extent that they relate to remuneration under a contract with the person liable.

## Article 3

Claims excepted from limitation

The rules of this Convention shall not apply to:

- (a) claims for salvage or contribution in general average;
- (b) claims subject to any international convention or national legislation governing or prohibiting limitation of liability for nuclear damage;
- (c) claims against the owner of a nuclear vessel for nuclear damage;
- (d) claims by servants of the vessel owner or salvor whose duties are connected with the vessel or the salvage operations, including claims of their heirs, dependants or other persons entitled to make such claims, if under the law governing the contract of service between the vessel owner or salvor and such servants the vessel owner or salvor is not entitled to limit his liability in respect of such claims, or if he is by such law only permitted to limit his liability to an amount greater than that provided for in article 6.

## Article 4

Conduct barring limitation

A person liable shall not be entitled to limit his liability if it is proved that the loss resulted from his personal act or omission, committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably result.

## Article 5

Counterclaims

Where a person entitled to limitation of liability under the rules of this Convention has a claim against the claimant arising out of the same occurrence, their respective claims shall be set off against each other and the provisions of this Convention shall only apply to the balance, if any.

## CHAPTER II

## Limits of liability

## Article 6

The general limits

1. The limits of liability for claims other than those mentioned in article 7, arising on any distinct occasion, shall be calculated as follows:
  - (a) in respect of claims for loss of life or personal injury:
    - (i) for a vessel not used for cargo, in particular a passenger vessel, 200 units of account per cubic metre of displacement at maximum permitted draught, increased for vessels equipped with mechanical means of propulsion by 700 units of account per kW of power of the machines providing the propulsion;
    - (ii) for a cargo vessel, 200 units of account per tonne of the vessel's deadweight, plus 700 units of account per kW of power of the machines providing the propulsion for vessels equipped with mechanical means of propulsion;
    - (iii) for a pusher or tug, 700 units of account per kW of power of the machines providing the propulsion;
    - (iv) for a pusher which, at the moment when the damage was caused, was coupled to barges in a pushed train, the amount of liability calculated in conformity with (iii) shall be increased by 100 units of account per tonne of deadweight of the pushed barges; this increase shall not apply in so far as it can be proved that the pusher has provided salvage services to one or more of these barges;
    - (v) for a vessel equipped with mechanical means of propulsion which at the time when the damage was caused was providing propulsion for other vessels coupled to this vessel, the amount of liability calculated in conformity with (i), (ii) or (iii) shall be increased by 100 units of account per tonne of deadweight or cubic metre of displacement of the other vessels; this increase shall not apply in so far as it can be proved that this vessel has furnished salvage services to one or more of the coupled vessels;

- (vi) for floating and mobile appliances or plant in the sense used in the second sentence of article 1, paragraph 2 (b), their value at the time of the occurrence;
- (b) in respect of all other claims, half of the sums mentioned in (a);
- (c) when the amount calculated in accordance with (a) is insufficient to pay the claims mentioned therein in full, the amount calculated in accordance with paragraph (b) shall be available for payment of the unpaid balance of claims under paragraph (a) and such unpaid balance shall rank rateably with claims mentioned under paragraph (b);
- (d) in no case shall the limits of liability be less than 200,000 units of account for claims in respect of loss of life or personal injury or less than 100,000 units of account for all other claims.
2. However, without prejudice to the right of claims for loss of life or personal injury according to paragraph 1 (c), a State Party may provide in its national law that claims in respect of damage to harbour works, basins, waterways, locks, bridges and aids to navigation shall have such priority over other claims under paragraph 1 (b) as is provided by that law.
3. The limits of liability mentioned in paragraph 1 (d) shall also apply to any salvor furnishing salvage services to a vessel and not operating from any inland navigation vessel or seagoing vessel, or to any salvor operating solely on the vessel to which he is rendering salvage services.

#### Article 7

##### The limits for passenger claims

1. In respect of claims arising on any distinct occasion for loss of life or personal injury to passengers of a vessel, the limit of liability of the owner thereof shall be an amount of 60,000 units of account multiplied by the number of passengers which the vessel is authorized to carry according to the vessel's certificate, or, if the number of passengers which the vessel is authorized to carry is not prescribed, this limitation shall be determined by the number of passengers actually carried by the vessel at the time of the occurrence.

The limits shall not be less than 720,000 units of account or more than the following amounts:

- (a) 3 million units of account for vessels with an authorized passenger transport capacity of not more than 100;
- (b) 6 million units of account for vessels with an authorized passenger transport capacity of not more than 180;
- (c) 12 million units of account for vessels with an authorized passenger transport capacity of more than 180.
2. For the purpose of this article "claims for loss of life or personal injury to passengers of a vessel" shall mean any such claims brought by or on behalf of any person carried in that vessel;
- (a) under a contract of passenger carriage, or
- (b) who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods.

## Article 8

Unit of account

1. The unit of account referred to in articles 6 and 7 is the special drawing right as defined by the International Monetary Fund. The amounts mentioned in articles 6 and 7 shall be converted into the national currency of the State in which limitation is sought, according to the value of that currency at the date the limitation fund shall have been constituted, payment is made, or security is given which under the law of that State is equivalent to such payment.
2. The value of a national currency of a State Party in terms of the special drawing right shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions.
3. The States Parties may, on the basis of the method of calculation mentioned in paragraph 1, establish the equivalent of the amounts mentioned in articles 6 and 7 in their national currency in round figures. When, following a change in the value of the national currency in terms of special drawing rights, the amounts expressed in such currency differ by more than 10% from the real value expressed in special drawing rights in articles 6 and 7, the said amounts shall be adapted to the real value. States Parties shall communicate to the depositary the sums expressed in the national currency and any modification of those sums.

## Article 9

Aggregation of claims

1. Without prejudice to paragraph 2, the limits of liability determined in accordance with article 6 shall apply to the aggregate of all claims which arise on any distinct occasion:
  - (a) against the person or persons mentioned in article 1, paragraph 2 (a), and any person for whose act, neglect or default he or they are responsible; or
  - (b) against the owner of a vessel rendering salvage services from that vessel and the salvor or salvors operating from such vessel and any person for whose act, neglect or default he or they are responsible; or
  - (c) against the salvor or salvors who are not operating from an inland navigation vessel or a seagoing ship or who are operating solely on the vessel to which the salvage services are rendered and any person for whose act, neglect or default he or they are responsible.
2.
  - (a) When, in conformity with article 6, paragraph 1 (a) (iv), the amount of liability for a pusher which, at the time when the damage was caused, was coupled to barges in a pushed train, is increased in respect of claims arising out of the occurrence by 100 units of account per tonne deadweight of the pushed barges, the amount of liability of each of the barges is reduced, in respect of claims arising out of this occurrence, by 100 units of account for each tonne deadweight of the pushed barge.
  - (b) When, in conformity with article 6, paragraph 1 (a) (v), the amount of liability for a vessel equipped with mechanical means of propulsion which, at the time when the damage was caused, was providing propulsion for other vessels coupled to it, is increased in respect of claims arising out of the occurrence by 100 units of account per tonne deadweight or cubic

metre of displacement of the coupled vessels, the amount of liability for each coupled vessel shall be reduced, in respect of claims arising out of the said occurrence, by 100 units of account for each tonne deadweight or each cubic metre of displacement of the coupled vessel.

3. The limits of liability determined in accordance with article 7 shall apply to the aggregate of all claims arising from the occurrence against the person or persons mentioned in article 1, paragraph 2 (a), in respect of the vessel referred to in article 7 and any person for whose act, neglect or default he or they are responsible.

#### Article 10

##### Limitation of liability without constitution of a limitation fund

1. Limitation of liability may be invoked notwithstanding that a limitation fund as mentioned in article 11 has not been constituted. However, a State Party may provide in its national law that, where an action is brought in its courts to enforce a claim subject to limitation, a person liable may only invoke the right to limit liability if a limitation fund has been constituted in accordance with the provisions of this Convention or is constituted when the right to limit liability is invoked.
2. If limitation of liability is invoked without the constitution of a limitation fund, the provisions of article 12 shall apply.
3. Questions of procedure arising under the rules of this article shall be decided in accordance with the national law of the State Party in which action is brought.

### CHAPTER III

#### The limitation fund

#### Article 11

##### Constitution of the fund

1. Any person alleged to be liable may constitute a fund with the competent court or other competent authority in any State Party in which legal proceedings are instituted in respect of a claim subject to limitation, or, if no legal proceedings are instituted, with the competent court or other competent authority in any State Party in which legal proceedings may be instituted for a claim subject to limitation. The fund must be constituted in the sum of such of the amounts set out in articles 6 and 7 as are applicable to claims for which the person constituting the fund may be liable, together with interest thereon from the date of the occurrence giving rise to the liability until the date of the Constitution of the fund. Any fund thus constituted shall be available only for the payment of claims in respect of which limitation of liability can be invoked.
2. A fund may be constituted, either by depositing the sum, or by producing a guarantee acceptable under the legislation of the State Party where the fund is constituted and considered to be adequate by the court or other competent authority.
3. A fund constituted by one of the persons mentioned in article 9, paragraph 1 (a), (b) or (c) or paragraph 3, or his insurer shall be deemed constituted by all persons mentioned in article 9, paragraph 1 (a), (b) or (c) or paragraph 3.

## Article 12

Distribution of the fund

1. Subject to the provisions of article 6, paragraphs 1, 2 and 3 and of article 7, the fund shall be distributed among the claimants in proportion to their established claims against the fund.
2. If, before the fund is distributed, the person liable, or his insurer, has settled a claim against the fund such person shall, up to the amount he has paid, acquire by subrogation the rights which the person so compensated would have enjoyed under this Convention.
3. The right of subrogation provided for in paragraph 2 may also be exercised by persons other than those mentioned above in respect of any amount of compensation which they may have paid, but only to the extent that such subrogation is permitted under the applicable national law.
4. Where the person liable or any other person establishes that he may be compelled to pay, at a later date, any such amount of compensation with regard to which such person would have enjoyed a right of subrogation pursuant to paragraphs 2 and 3 had the compensation been paid before the fund was distributed, the court or other competent authority of the State where the fund has been constituted may order that a sufficient sum shall be provisionally set aside to enable such person at such later date to enforce his claim against the fund.

## Article 13

Bar to other actions

1. Where a limitation fund has been constituted in accordance with article 11, any person having made a claim against the fund shall be barred from exercising any right in respect of such claim against any other assets of a person by or on behalf of whom the fund has been constituted.
2. After a limitation fund has been constituted in accordance with article 11, any vessel or other property belonging to a person on behalf of whom the fund has been constituted, which has been arrested or attached within the jurisdiction of a State Party for a claim which may be raised against the fund, or any security given, shall be released by order of the court or other competent authority of such State.
3. The rules of paragraphs 1 and 2 shall apply only if the claimant may bring a claim against the fund before the court administering that fund and the fund is actually available and freely transferable in respect of that claim.

## Article 14

Governing law

Subject to the provisions of this chapter the rules relating to the constitution and distribution of a limitation fund, and all rules of procedure in connection therewith, shall be governed by the law of the State Party in which the fund is constituted.



## CHAPTER IV

## Scope of application

## Article 15

1. This Convention shall apply to the limitation of liability of the owner of a vessel or a salvor when, at the time of the occurrence giving rise to the claims:
  - (a) the vessel has sailed on one of the waterways subject to the regime of the Revised Convention relating to the Navigation of the Rhine of 17 October 1868 or of the Convention of 27 October 1956 concerning the canalization of the Moselle, or
  - (b) salvage services have been furnished along one of the said waterways to a vessel in danger or the cargo of such a vessel, or
  - (c) a vessel sunk, wrecked, stranded or abandoned along one of the said waterways or the cargo of such a vessel has been raised, removed, destroyed or rendered harmless.

This Convention shall also apply to the limitation of liability of a salvor furnishing assistance services from an inland navigation vessel to a sea-going vessel in danger along one of the said waterways or the cargo of such a vessel.

2. Any State may, at the time of signature, ratification, acceptance, approval or accession or at any subsequent time declare by means of a notification addressed to the depositary that this Convention shall also apply to waterways other than those mentioned in paragraph 1, provided that they are situated on the territory of that State.

This Convention shall take effect, for the waterways mentioned in the notification, on the first day of the month following the expiry of a period of three months following the receipt of the notification or, if this Convention has not yet entered into force, on its entry into force.

3. Any State which has made a declaration under paragraph 2 may withdraw it at any time by means of a notification addressed to the depositary. The withdrawal shall take effect on the first day of the month following the expiry of a period of one year as from the date on which the notification is received or on the expiry of any longer period which may be specified in the declaration.

## CHAPTER V

## Final clauses

## Article 16

Signature, ratification and accession

1. This Convention shall be open for signature by all States Parties to the Revised Convention relating to the Navigation of the Rhine of 17 October 1868 and by the Grand Duchy of Luxembourg from 4 November 1988 to 4 November 1989 at the headquarters of the Central Commission for the Navigation of the Rhine at Strasbourg and shall thereafter remain open for accession.

2. This Convention shall be subject to the ratification, acceptance or approval of the States which have signed it.
3. States other than those mentioned in paragraph 1 which have a direct navigable link with the waterways mentioned in article 15, paragraph 1, may, by a unanimous decision of the States in respect of which this Convention has come into force, be invited to accede to it. The depositary shall convene a meeting of the States mentioned in the first sentence to express their views on the decision to issue such an invitation. The decision shall incorporate the adaptations to this Convention which are necessary in the event of the accession of the State to be invited, particularly in respect of the conversion of the liability values into the national currency of a State which is not a member of the International Monetary Fund. The decision shall enter into force when all the States Parties to this Convention mentioned in the first sentence have notified the Secretary-General of the Central Commission for the Navigation of the Rhine of their acceptance of the decision. Any State so invited may accede to the Convention as amended by the decision.
4. Ratification, acceptance, approval or accession shall be effected by the deposit of a formal instrument with the Secretary-General of the Central Commission for the Navigation of the Rhine.

#### Article 17

##### Entry into force

1. This Convention shall enter into force on the first day of the month following the expiry of a period of three months as from the date on which three of the States mentioned in article 16, paragraph 1 deposit the instrument of ratification, acceptance, approval or accession.
2. For a State which deposits an instrument of ratification, acceptance, approval or accession after the conditions governing the entry into force of this Convention have been met, the Convention shall enter into force on the first day of the month following the expiry of a period of three months as from the date on which that State deposits its instrument.

#### Article 18

##### Reservations

1. Any State may, at the time of signature, ratification, acceptance, approval or accession, and, for a reservation under (b), at any subsequent time, reserve the right to exclude the application of the rules of this Convention in their entirety or in part:
  - (a) to claims for damage due to a change in the physical, chemical or biological quality of the water;
  - (b) to claims for damage caused by dangerous goods during their carriage, in so far as such claims are governed by an international convention or a domestic law which excludes the limitation of liability or sets limits of liability higher than provided for in this Convention;
  - (c) to claims mentioned in article 2, paragraph 1 (d) and (e);
  - (d) to sport and pleasure craft and to vessels not used in navigation for profit;

- (e) to lighters exclusively used in ports for transshipments.
2. Any State may, at the time of signature, ratification, acceptance, approval or accession, declare that it will not apply to claims resulting from an occurrence on its waterways the maximum limits of liability provided for in article 7, paragraph 1, second sentence, (a) and (b).
  3. Reservations made at the time of signature are subject to confirmation upon ratification, acceptance or approval.
  4. Any State which has made a reservation to this Convention may withdraw it at any time by means of a notification addressed to the depositary. The withdrawal shall take effect on the date the notification is received or on a later date specified therein.

#### Article 19

##### Denunciation

1. This Convention may be denounced by any of the States Parties by a notification addressed to the depositary, at any time after one year from the date on which the Convention entered into force for that Party.
2. Denunciation shall take effect on the first day of the month following the expiry of a period of one year from the date on which the notification is received or after such longer period as may be specified therein.

#### Article 20

##### Revision of the limitation amounts

1. At the request of a State Party to this Convention, the depositary shall convene a Conference of all the Contracting States to discuss the revision of the limitation amounts provided for in articles 6 and 7 or the replacement of the unit of account mentioned in article 8 of this Convention.
2. During the discussion of the revision of the limitation amounts provided for in articles 6 and 7, account shall be taken of experience acquired as regards occurrences for which claims may be made and, in particular, the amount of the damages resulting from them, fluctuations in the value of currencies and the impact of the proposed amendment on the cost of insurance.
3.
  - (a) No amendment intended to modify limitation amounts under this article may be considered until the expiry of a period of five years as from the date on which this Convention was opened for signature or a period of five years as from the date of entry into force of a previous amendment adopted under this article.
  - (b) No limit may be increased in such a way as to exceed an amount corresponding to the limit established by this Convention increased by 6% per year in compound interest, as from the date on which this Convention was opened for signature.
  - (c) No limit may be increased in such a way as to exceed an amount corresponding to three times the limit established by this Convention.
4. Any decision to revise the limitation amounts provided for in articles 6 and 7 or to replace the unit of account mentioned in article 8 shall be taken by a two-thirds majority of the Contracting

States present and voting, which also includes a two-thirds majority of the States mentioned in article 16, paragraph 1, for which this Convention has entered into force.

5. The depositary shall notify all the Contracting States of the amendments decided upon in conformity with paragraph 2. The amendment shall be deemed to have been accepted following the expiry of a period of six months as from the date of the notification, unless within such period a third of the Contracting States have notified the depositary of their refusal to accept this amendment.
6. An amendment deemed to have been accepted in conformity with paragraph 5 shall enter into force 18 months after its acceptance, for all States which at that time are Parties to this Convention, unless they denounce this Convention, in conformity with article 19, paragraph 1, at least six months before this amendment enters into force. This denunciation shall take effect when the said amendment comes into force. The amendment shall be binding on any State becoming a Party to this Convention after the date mentioned in the first sentence.

#### Article 21

##### Depositary

1. This Convention shall be deposited with the Secretary-General of the Central Commission for the Navigation of the Rhine.
2. The Secretary-General of the Central Commission for the Navigation of the Rhine shall:
  - (a) transmit certified true copies of this Convention to all the States mentioned in article 16, paragraph 1, and to all other States which accede to this Convention;
  - (b) inform all States which have signed or acceded to this Convention of:
    - (i) each new signature and each deposit of an instrument and any declaration or reservation thereto together with the date thereof;
    - (ii) the date of entry into force of this Convention;
    - (iii) any denunciation of this Convention and the date on which it takes effect;
    - (iv) any amendment deemed to have been accepted under article 20, paragraph 5, and the date on which the amendment enters into force, in conformity with article 20, paragraph 6;
    - (v) any decision whereby a State is invited to accede under the first sentence of article 16, paragraph 3, and the date of entry into force of the decision;
    - (vi) any communication called for by any provision of this Convention.

#### Article 22

##### Languages

This Convention is established in a single original in the Dutch, French and German languages, each text being equally authentic.

IN WITNESS WHEREOF the undersigned, duly authorized for the purpose by their respective Governments, affix their signature to this Protocol.

Done in Strasbourg on 4 November 1988 (...)

**CONVENTION DE STRASSBOURG SUR LA LIMITATION DE LA RESPONSABILITÉ EN  
NAVIGATION INTÉRIEURE (CLNI), STRASBOURG, 4 NOVEMBRE 1988**

(...),

RECONNAISSANT l'utilité d'harmoniser le droit applicable en matière de limitation de responsabilité en navigation intérieure en particulier sur le Rhin et la Moselle,

ONT DECIDE de conclure une Convention à cet effet, et, en conséquence, sont convenus de ce qui suit:

**CHAPITRE I**

Le droit à limitation

**Article 1**

Personnes en droit de limiter leur responsabilité

1. Les propriétaires de bateaux et les assistants, tels que définis ci-après, peuvent limiter leur responsabilité conformément aux règles de la présente Convention à l'égard des créances visées à l'article 2.
2. L'expression
  - a) "propriétaire de bateau" désigne le propriétaire, le locataire, l'affrètement, l'armateur et l'armateur-gérant d'un bateau;
  - b) "bateau" désigne un bateau de navigation intérieure et englobe également les hydroglisseurs, les bacs et les menues embarcations, mais non pas les aéroglisseurs. Sont assimilés aux bateaux les dragues, grues, élévateurs et tous autres engins ou outillages flottants et mobiles de nature analogue;
  - c) "assistant" désigne toute personne fournissant des services en relation directe avec les opérations d'assistance ou de sauvetage. Ces opérations comprennent également celles que vise l'article 2 paragraphe 1 lettres d), e) et f).
3. Si l'une quelconque des créances visées à l'article 2 est formée contre toute personne dont les faits, négligences ou fautes entraînent la responsabilité du propriétaire ou de l'assistant, cette personne est en droit de se prévaloir de la limitation de responsabilité prévue dans la présente Convention.
4. Dans la présente Convention, l'expression 'responsabilité' du propriétaire de bateau' comprend la responsabilité résultant d'une action formée contre le bateau lui-même.
5. L'assureur qui couvre la responsabilité à l'égard des créances soumises à limitation conformément à la présente Convention est en droit de se prévaloir de celle-ci dans la même mesure que l'assuré lui-même.
6. Le fait d'invoquer la limitation de responsabilité n'emporte pas la reconnaissance de cette responsabilité.

## Article 2

### Créances soumises à la limitation

1. Sous réserve des articles 3 et 4, les créances suivantes, quel que soit le fondement de la responsabilité, sont soumises à la limitation de responsabilité:
  - a) créances pour mort, pour lésions corporelles, pour pertes ou dommages à tous biens (y compris les dommages causés aux ouvrages d'art des ports, bassins, voies navigables, écluses, ponts et aides à la navigation), survenus à bord du bateau ou en relation directe avec l'exploitation de celui-ci ou avec des opérations d'assistance ou de sauvetage, ainsi que pour tout autre préjudice en résultant;
  - b) créances pour tout préjudice résultant d'un retard dans le transport de la cargaison, des passagers ou de leurs bagages;
  - c) créances pour d'autres préjudice résultant de l'atteinte à tous droits de source extracontractuelle et survenus en relation directe avec l'exploitation du bateau ou avec des opérations d'assistance ou de sauvetage;
  - d) créances pour avoir renfloué, enlevé, détruit ou rendu inoffensif un bateau coulé, naufragé, échoué ou abandonné, y compris tout ce qui se trouve ou s'est trouvé à bord;
  - e) créances pour avoir enlevé, détruit ou rendu inoffensive la cargaison du bateau;
  - f) créances produites par une autre personne que la personne responsable pour les mesures prises afin de prévenir ou de réduire un dommage pour lequel la personne responsable peut limiter sa responsabilité conformément à la présente Convention et pour les dommages ultérieurement causés par ces mesures.
2. Les créances visées au paragraphe 1 sont soumises à la limitation de responsabilité même si elles font l'objet d'une action, contractuelle ou non, récursoire ou en garantie. Toutefois, les créances produites aux termes du paragraphe 1 lettres d), e) et f) ne sont pas soumises à la limitation de responsabilité dans la mesure où elles sont relatives à la rémunération en application d'un contrat conclu avec la personne responsable.

## Article 3

### Créances exclues de la limitation

Les règles de la présente Convention ne s'appliquent pas:

- a) aux créances du chef d'assistance, de sauvetage ou de contribution en avarie commune;
- b) aux créances soumises à toute convention internationale ou législation nationale régissant ou interdisant la limitation de responsabilité pour dommages nucléaires;
- c) aux créances contre le propriétaire d'un bateau nucléaire pour dommages nucléaires;
- d) aux créances des préposés du propriétaire du bateau ou de l'assistant dont les fonctions se rattachent au service du bateau ou aux opérations d'assistance ou de sauvetage ainsi qu'aux créances de leurs héritiers, ayants cause ou autres personnes fondées à former de telles créances si, selon la loi régissant le contrat d'engagement conclu entre le propriétaire du bateau ou

l'assistant et les préposés, le propriétaire du bateau ou l'assistant n'a pas le droit de limiter sa responsabilité relativement à ces créances, ou, si, selon cette loi, il ne peut le faire qu'à concurrence d'un montant supérieur à celui prévu à l'article 6.

#### **Article 4**

##### Conduite supprimant la limitation

Une personne responsable n'est pas en droit de limiter sa responsabilité s'il est prouvé que le dommage résulte de son fait ou de son omission personnels, commis avec l'intention de provoquer un tel dommage, ou commis témérement et avec conscience qu'un tel dommage en résulterait probablement.

#### **Article 5**

##### Compensation de créances

Si une personne en droit de limiter sa responsabilité selon les règles de la présente Convention a contra son créancier une créance née du même événement, leurs créances respectives se compensent et les dispositions de la présente Convention ne s'appliquent qu'au solde éventuel.

### **CHAPITRE II**

#### Limites de responsabilité

#### **Article 6**

##### Limites générales

1. Les limites de responsabilités à l'égard des créances autres que celles mentionnées à l'article 7, nées d'un même événement, sont calculées comme suit:
  - a) à l'égard des créances pour mort ou lésions corporelles:
    - (i) pour un bateau non affecté au transport de marchandises, notamment un bateau à passagers, 200 unités de compte pour chaque mètre cube de déplacement d'eau du bateau à l'enfoncement maximal autorisé, majoré pour les bateaux munis de moyens mécaniques de propulsion de 700 unités de compte pour chaque KW de la puissance de leurs machines de propulsion;
    - (ii) pour un bateau affecté au transport de marchandises, 200 unités de compte par tonne de port en lourd du bateau, majoré pour les bateaux munis de moyens mécaniques de propulsion de 700 unités de compte pour chaque KW de la puissance de leurs machines de propulsion;
    - (iii) Pour un pousseur ou remorqueur, 700 unités de compte pour chaque KW de la puissance de leurs machines de propulsion;
    - (iv) pour un pousseur qui, au moment où le dommage a été causé, était accouplé avec des barges en convoi poussé, son montant de responsabilité calculé conformément à l'alinéa (iii) est majoré de 100 unités de compte par tonne de port en lourd des barges poussées; cette majoration n'est pas applicable dans la mesure où il est prouvé que le pousseur a fourni à l'une ou plusieurs de ces barges des services d'assistance ou de sauvetage;



- (v) pour un bateau muni de moyens mécaniques de propulsion qui, au moment où le dommage a été causé, assure la propulsion d'autres bateaux accouplés à ce bateau, son montant de responsabilité calculé conformément aux alinéas (i), (ii) ou (iii) est majoré de 100 unités de compte par tonne de port en lourd ou par mètre cube de déplacement d'eau des autres bateaux; cette majoration n'est pas applicable dans la mesure où il est prouvé que ce bateau a fourni à l'un ou plusieurs des bateaux accouplés des services d'assistance ou de sauvetage;
  - (vi) pour les engins ou outillages flottants et mobiles au sens de l'article premier paragraphe 2 lettre b) deuxième phrase, leur valeur au moment de l'événement;
  - b) à l'égard de toutes les autres créances, la moitié des montants visés à la lettre a);
  - c) lorsque le montant calculé conformément à la lettre a) est insuffisant pour régler intégralement les créances y visées, le montant calculé conformément à la lettre b) peut être utilisé pour régler le solde impayé des créances visées à la lettre a) et ce solde impayé vient en concurrence avec les créances visées à la lettre b);
  - d) dans aucun cas, les limites de responsabilité ne peuvent être inférieures à 200 000 unités de compte à l'égard des créances pour mort ou lésions corporelles et à 100 000 unités de compte à l'égard de toutes les autres créances.
2. Toutefois, sans préjudice du droit des créances pour mort ou lésions corporelles conformément au paragraphe 1 lettre c), un Etat Partie peut stipuler dans sa législation nationale que les créances pour dommages causés aux ouvrages d'art des ports, bassins, voies navigables, écluses, ponts et aides à la navigation ont, sur les autres créances visées au paragraphe 1 lettre b), la priorité qui est prévue par cette législation.
3. Les limites de responsabilité visées au paragraphe 1 lettre d) s'appliquent aussi à tout assistant fournissant des services d'assistance ou de sauvetage à un bateau et n'agissant ni à partir d'un bateau de navigation intérieure ni à partir d'un navire de mer ou à tout assistant agissant uniquement à bord du bateau auquel il fournit des services d'assistance ou de sauvetage.

### Article 7

#### Limites applicables aux créances des passagers

1. Dans le cas des créances résultant de la mort ou de lésions corporelles des passagers d'un bateau et nées d'un même événement, la limite de la responsabilité du propriétaire du bateau est fixée à une somme de 60 000 unités de compte multipliées par le nombre de passagers que le bateau est autorisé à transporter d'après le certificat du bateau ou, si le nombre de passagers que le bateau est autorisé à transporter n'est pas prescrit, cette limitation est fixée par le nombre de passagers effectivement transportés par le bateau au moment de l'événement.

Ces limites ne peuvent pas être inférieures à 720 000 unités de compte ou supérieures aux montants suivants:

- a) 3 millions d'unités de compte pour les bateaux d'une capacité autorisée au transport n'excédant pas 100 passagers;
- b) 6 millions d'unités de compte pour les bateaux d'une capacité autorisée au transport n'excédant pas 180 passagers;

- c) 12 millions d'unités de compte pour les bateaux d'une capacité autorisée au transport supérieure à 180 passagers.
2. Aux fins du présent article, 'créances résultant de la mort ou de lésions corporelles des passagers d'un bateau' signifie toute créance formée par toute personne transportée sur ce bateau ou pour le compte de cette personne:
    - a) en vertu d'un contrat de transport de passager, ou
    - b) qui, avec le consentement du transporteur, accompagne un véhicule ou des animaux vivants faisant l'objet d'un contrat de transport de marchandises.

### **Article 8**

#### Unité de compte

1. L'unité de compte visée aux articles 6 et 7 est le Droit de tirage spécial tel que défini par le Fonds monétaire international. Les montants mentionnés aux articles 6 et 7 sont convertis dans la monnaie nationale de l'Etat dans lequel la limitation de responsabilité est invoquée; la conversion s'effectue suivant la valeur de cette monnaie à la date où le fonds aura été constitué, le paiement effectué ou la garantie équivalente fournie conformément à la loi de cet Etat.
2. La valeur, en Droit de Tirage spécial, de la monnaie nationale d'un Etat Partie est calculée selon la méthode d'évaluation appliquée par le Fonds monétaire international à la date en question pour ses propres opérations et transactions.
3. Les Etats Parties peuvent fixer, sur la base de la méthode de calcul visée au paragraphe 1, l'équivalent des montants visés aux articles 6 et 7 dans leur monnaie nationale en chiffres arrondis. Lorsque, par suite d'un changement de la valeur en Droit de Tirage spécial de la monnaie nationale, les montants exprimés en cette monnaie s'écartent de plus de 10 pour cent de la valeur réelle exprimé en Droit de Tirage spécial aux articles 6 et 7, les montants devront être adaptés à la valeur réelle. Les Etats Parties communiquent au dépositaire les sommes exprimées en monnaie nationale ainsi que toute modification de ces sommes.

### **Article 9**

#### Concours de créances

1. Sans préjudice du paragraphe 2, les limites de responsabilité déterminées selon l'article 6 s'appliquent à l'ensemble de toutes les créances nées d'un même événement:
  - a) à l'égard de la personne ou des personnes visées à l'article premier paragraphe 2 lettre a) et de toute personne dont les faits, négligences ou fautes entraînent la responsabilité de celle-ci ou de celles-ci, ou
  - b) à l'égard du propriétaire d'un bateau qui fournit des services d'assistance ou de sauvetage à partir de ce bateau et à l'égard de l'assistant ou des assistants agissant à partir dudit bateau et de toute personne dont les faits, négligences ou fautes entraînent la responsabilité de celui-ci ou de ceux-ci, ou
  - c) à l'égard de l'assistant ou des assistants n'agissant pas à partir d'un bateau de navigation intérieure ou d'un navire de mer ou agissant uniquement à bord du bateau auquel des

services d'assistance ou de sauvetage sont fournis et de toute personne dont les faits, négligences ou fautes entraînent la responsabilité de celui-ci ou de ceux-ci.

2. a) Lorsque, conformément à l'article 6 paragraphe 1 lettre a) alinéa (iv), le montant de responsabilité pour un pousseur qui, au moment où le dommage a été causé, était accouplé avec des barges en convoi poussé, est majoré à l'égard des créances nées de l'événement de 100 unités de compte par tonne de port en lourd des barges poussées, le montant de responsabilité de chacune des barges est réduit, à l'égard des créances nées de ce même événement, de 100 unités de compte pour chaque tonne de port en lourd de la barge poussée.
- b) Lorsque, conformément à l'article 6 paragraphe 1 lettre a) alinéa (v), le montant de responsabilité pour un bateau muni de moyens mécaniques de propulsion qui, au moment où le dommage a été causé, assure la propulsion d'autres bateaux accouplés à ce bateau, est majoré, à l'égard des créances nées de l'événement, de 100 unités de compte par tonne de port en lourd ou par mètre cube de déplacement d'eau des bateaux accouplés, le montant de responsabilité pour chaque bateau accouplé est réduit, à l'égard des créances nées de ce même événement, de 100 unités de compte pour chaque tonne de port en lourd ou pour chaque mètre cube de déplacement d'eau du bateau accouplé.
3. Les limites de la responsabilité déterminées selon l'article 7 s'appliquent à l'ensemble de toutes les créances nées d'un même événement à l'égard de la personne ou des personnes visées à l'article premier paragraphe 2 lettre a), s'agissant du bateau auquel il est fait référence à l'article 7 et de toute personne dont les faits, négligences ou fautes entraînent la responsabilité de celle-ci ou de celles-ci.

### **Article 10**

#### Limitation de la responsabilité sans constitution d'un fonds de limitation

1. La limitation de la responsabilité peut être invoquée même si le fonds de limitation visé à l'article 11 n'a pas été constitué. Toutefois, un Etat Partie peut stipuler dans sa législation nationale que lorsqu'une action est intentée devant ses tribunaux pour obtenir le paiement d'une créance soumise à limitation, une personne responsable ne peut invoquer le droit de limiter sa responsabilité que si un fonds de limitation a été constitué conformément aux dispositions de la présente Convention ou est constitué lorsque le droit de limiter la responsabilité est invoqué.
2. Si la limitation de la responsabilité est invoqué sans constitution d'un fonds de limitation, les dispositions de l'article 12 s'appliquent.
3. Les règles de procédure en vue de l'application du présent article sont régies par la législation nationale de l'Etat Partie dans lequel l'action est intentée.

### **CHAPITRE III**

#### Le fonds de limitation

### **Article 11**

#### Constitution du fonds

1. Toute personne dont la responsabilité peut être mise en cause peut constituer un fonds auprès du tribunal compétent ou de toute autre autorité compétente de tout Etat Partie dans lequel une

action est engagée pour une créance soumise à limitation, ou, si aucune action n'est engagée, auprès du tribunal compétent ou de toute autre autorité compétente de tout Etat Partie dans lequel une action peut être engagée pour une créance soumise à limitation. Le fonds doit être constitué à concurrence du montant tel que calculé selon les dispositions des articles 6 et 7 applicables aux créances dont la personne qui constitue le fonds peut être responsable, augmenté des intérêts courus depuis la date de l'événement donnant naissance à la responsabilité jusqu'à celle de la constitution du fonds. Tout fonds ainsi constitué n'est disponible que pour payer les créances à l'égard desquelles la limitation de la responsabilité peut être invoquée.

2. Un fonds peut être constitué, soit en consignnant la somme, soit en fournissant une garantie acceptable en vertu de la législation de l'Etat Partie dans lequel le fonds est constitué et considérée comme adéquate par le tribunal ou toute autre autorité compétente.
3. Un fonds constitué par l'une des personnes mentionnées à l'article 9 paragraphe 1 lettres a), b) ou c) ou au paragraphe 3, ou par son assureur, est réputé constitué par toutes les personnes visées à l'article 9 paragraphe 1 lettres a), b) ou c) ou au paragraphe 3.

### **Article 12**

#### Répartition du fonds

1. Sous réserve des dispositions de l'article 6 paragraphes 1 et 2 et de celles de l'article 7, le fonds est réparti entre les créanciers, proportionnellement au montant de leurs créances reconnues contre le fonds.
2. Si, avant la répartition du fonds, la personne responsable, ou son assureur, a réglé une créance contre le fonds, cette personne est subrogée jusqu'à concurrence du montant qu'elle a réglé, dans les droits dont le bénéficiaire de ce règlement aurait joui en vertu de la présente Convention.
3. Le droit de subrogation prévu au paragraphe 2 peut aussi être exercé par des personnes autres que celles ci-dessus mentionnées, pour toute somme qu'elles auraient versée à titre de réparation, mais seulement dans la mesure où une telle subrogation est autorisée par la loi nationale applicable.
4. Si la personne responsable ou toute autre personne établit qu'elle pourrait être ultérieurement contrainte de verser à titre de réparation une somme pour laquelle elle aurait joui d'un droit de subrogation en application des paragraphes 2 et 3 si cette somme avait été versée avant la distribution du fonds, le tribunal ou toute autre autorité compétente de l'Etat dans lequel le fonds est constitué peut ordonner qu'une somme suffisante soit provisoirement réservée pour permettre à cette personne de faire valoir ultérieurement ses droits contre le fonds.

### **Article 13**

#### Fin de non-recevoir

1. Si un fonds de limitation a été constitué conformément à l'article 11, aucune personne ayant produit une créance contre le fonds ne peut être admise à exercer des droits relatifs à cette créance sur d'autres biens d'une personne par qui ou au nom de laquelle le fonds a été constitué.
2. Après constitution d'un fonds conformément à l'article 11, tout bateau ou tout autre bien appartenant à une personne au profit de laquelle le fonds a été constitué, qui a fait l'objet d'une saisie dans la juridiction d'un Etat Partie pour une créance qui peut être opposée au fonds, ainsi

que toute garantie fournie doit faire l'objet d'une mainlevée ordonnée par le tribunal ou toute autre autorité compétente de cet Etat.

3. Les dispositions des paragraphes 1 et 2 ne s'appliquent que si le créancier peut produire une créance contre le fonds devant le tribunal administrant ce fonds et si ce dernier est effectivement disponible et librement transférable en ce qui concerne cette créance.

#### **Article 14**

Loi applicable

Sous réserve des dispositions du présent chapitre, les règles relatives à la constitution et à la répartition d'un fonds de limitation ainsi que toutes règles de procédure y relatives, sont régies par la loi de l'Etat Partie dans lequel le fonds est constitué.

### **CHAPITRE IV**

Champ d'application

#### **Article 15**

1. La présente Convention s'applique à la limitation de la responsabilité du propriétaire d'un bateau ou d'un assistant lorsqu'au moment de l'événement donnant naissance aux créances:
  - a) le bateau a navigué sur l'une des voies d'eau soumises au régime de la Convention Révisée pour la navigation du Rhin du 17 octobre 1868 ou à celui de la Convention du 27 octobre 1956 au sujet de la canalisation de la Moselle, ou
  - b) des services d'assistance ou de sauvetage ont été fournis dans l'étendue d'une desdites voies d'eau à un bateau se trouvant en danger ou à la cargaison d'un tel bateau, ou
  - c) un bateau coulé, naufragé, échoué ou abandonné dans l'étendue d'une desdites voies d'eau ou la cargaison d'un tel bateau ont été renfloués, enlevés, détruits ou rendus inoffensifs.

La présente Convention s'applique aussi à la limitation de la responsabilité d'un assistant fournissant des services d'assistance d'un bateau de navigation intérieure à un navire de mer en danger dans l'étendue d'une desdites voies d'eau ou à la cargaison d'un tel navire.

2. Tout Etat peut lors de la signature, de la ratification, de l'acceptation, de l'approbation ou de l'adhésion ou à tout moment postérieur déclarer au moyen d'une notification adressée au dépositaire que la présente Convention est aussi applicable à d'autres voies d'eau que celles mentionnées au paragraphe 1 à condition que celles-ci soient situées sur le territoire de cet Etat.

La présente Convention prend effet, pour les voies d'eau mentionnées dans la notification, le premier jour du mois qui suit l'expiration d'une période de trois mois suivant la réception de la notification ou, si la présente Convention n'est pas encore entrée en vigueur, avec son entrée en vigueur.

3. Tout Etat qui a fait une déclaration en vertu du paragraphe 2 peut la retirer à tout moment au moyen d'une notification adressée au dépositaire. Le retrait prend effet le premier jour du mois suivant l'expiration d'une année à compter de la date à laquelle la notification est reçue ou à l'expiration de toute période plus longue qui pourrait être spécifiée dans la déclaration.

**CHAPITRE V**

## Clauses finales

**Article 16**

## Signature, ratification et adhésion

1. La présente Convention est ouverte à la signature de tous les Etats Parties à la Convention Révisée pour la navigation du Rhin du 17 octobre 1868 et du Grand-Duché du Luxembourg du 4 novembre 1988 au 4 novembre 1989 au siège de la Commission Centrale pour la Navigation du Rhin à Strasbourg et reste ensuite ouverte à l'adhésion.
2. La présente Convention est soumise à la ratification, l'acceptation ou l'approbation des Etats qui l'ont signée.
3. Les Etats autres que ceux visés au paragraphe 1, disposant d'une liaison navigable directe avec les voies d'eau visées à l'article 15 paragraphe 1 peuvent, par décision unanime des Etats à l'égard desquels la présente Convention est entrée en vigueur, être invités à adhérer. Le dépositaire convoque les Etats mentionnés à la première phrase pour se prononcer sur la décision d'invitation. La décision comporte les adaptations de la présente Convention nécessaires en cas d'adhésion de l'Etat à inviter, en particulier au regard de la conversion des montants de responsabilité dans la monnaie nationale d'un Etat, qui n'est pas membre du Fonds monétaire international. La décision entrera en vigueur lorsque tous les Etats Parties à la présente Convention mentionnés à la première phrase auront notifié l'acceptation de la décision au Secrétaire Général de la Commission Centrale pour la Navigation du Rhin. Tout Etat ainsi invité peut adhérer à la Convention telle qu'elle sera modifiée par la décision.
4. La ratification, l'acceptation, l'approbation ou l'adhésion s'effectuent par le dépôt d'un instrument en bonne et due forme auprès du Secrétaire Général de la Commission Centrale pour la Navigation du Rhin.

**Article 17**

## Entrée en vigueur

1. La présente Convention entrera en vigueur le premier jour du mois suivant l'expiration d'une période de trois mois à compter de la date à laquelle trois des Etats mentionnés à l'article 16 paragraphe 1 auront déposé l'instrument de ratification, d'acceptation, d'approbation ou d'adhésion.
2. Pour un Etat qui dépose un instrument de ratification, d'acceptation, d'approbation ou d'adhésion après que les conditions régissant l'entrée en vigueur de la présente Convention ont été remplies, la Convention entrera en vigueur le premier jour du mois suivant l'expiration d'une période de trois mois à compter de la date à laquelle cet Etat a déposé son instrument.

**Article 18**

## Réserves

1. Tout Etat peut, lors de la signature, de la ratification, de l'acceptation, de l'approbation ou de l'adhésion ainsi que, pour une réserve visée à la lettre b), à tout moment ultérieur, réserver le

droit d'exclure l'application des règles de la présente Convention en totalité ou en partie:

- a) aux créances pour dommages dus au changement de la qualité physique, chimique ou biologique de l'eau;
  - b) aux créances pour dommages causés par les matières dangereuses au cours de leur transport, dans la mesure où ces créances sont régies par une Convention internationale ou une loi nationale qui exclut la limitation de responsabilité ou fixe des limites de responsabilité plus élevées que celles prévues dans la présente Convention;
  - c) aux créances visées à l'article 2 paragraphe premier lettres d) et e);
  - d) aux bateaux de sport et de plaisance ainsi qu'aux bateaux qui ne sont pas employés dans la navigation à des fins lucratives;
  - e) aux allèges exclusivement employées dans les ports pour les transbordements.
2. Tout Etat peut, lors de la signature, de la ratification, de l'acceptation, de l'approbation ou de l'adhésion, déclarer qu'il n'appliquera pas aux créances résultant d'un événement survenu sur ses voies d'eau, les limites maximales de responsabilité prévues à l'article 7 paragraphe 1 deuxième phrase, lettres a) et b).
  3. Des réserves faites lors de la signature doivent être confirmées lors de la ratification, de l'acceptation ou de l'approbation.
  4. Tout Etat qui a formulé une réserve à l'égard de la présente Convention peut la retirer à tout moment au moyen d'une notification adressée au dépositaire. Le retrait prend effet à la date à laquelle la notification est reçue ou à une date postérieure spécifiée dans la notification.

### **Article 19**

#### Dénonciation

1. La présente Convention peut être dénoncée par l'un quelconque des Etats Parties par notification adressée au dépositaire, à tout moment, un an après la date à laquelle la Convention entre en vigueur à l'égard de cette Partie.
2. La dénonciation prend effet le premier jour du mois suivant l'expiration d'une année à compter de la date à laquelle la notification est reçue ou à l'expiration de toute période plus longue qui pourrait y être spécifiée.

### **Article 20**

#### Révision des montants de limitation

1. A la demande d'un Etat Partie à la présente Convention le dépositaire convoquera une Conférence de tous les Etats Contractants pour délibérer sur la révision des montants de limitation prévus aux articles 6 et 7 ou le remplacement de l'unité de compte visée à l'article 8 de la présente Convention.
2. Lors du débat sur la révision des montants de limitation prévus aux articles 6 et 7, il doit être tenu compte de l'expérience acquise en matière d'événements dommageables et, en particulier, du montant des dommages en résultant, des fluctuations de la valeur des monnaies et de l'incidence

de l'amendement proposé sur le coût des assurances.

3. a) Aucun amendement visant à modifier les montants de limitation en vertu du présent article ne peut être examiné avant l'expiration d'un délai de cinq ans à compter de la date à laquelle la présente Convention a été ouverte à la signature ni d'un délai de cinq ans à compter de la date d'entrée en vigueur d'un amendement antérieur adopté en vertu du présent article.
- b) Aucune limite ne peut être relevée au point de dépasser un montant correspondant à la limite fixée dans la présente Convention majorée de six pour cent par an, en intérêt composé, à compter de la date à laquelle la présente Convention a été ouverte à la signature.
- c) Aucune limite ne peut être relevée au point de dépasser un montant correspondant au triple de la limite fixée dans la présente Convention.
4. La décision de réviser les montants de limitation prévus aux articles 6 et 7 ou de remplacer l'unité de compte visée à l'article 8, est prise à la majorité des deux tiers des Etats Contractants présente et votants, comprenant une majorité des deux tiers des Etats mentionnés à l'article 16 paragraphe 1, pour lesquels la présente Convention est entrée en vigueur.
5. Le dépositaire notifie à tous les Etats Contractants les amendements décidés selon le paragraphe 2. L'amendement est réputé accepté après l'expiration d'un délai de 6 mois à compter de la date de la notification, à moins que, dans ce délai, un tiers des Etats Contractants aient notifié au dépositaire leur refus d'accepter cet amendement.
6. Un amendement réputé avoir été accepté conformément au paragraphe 5 entre en vigueur dix-huit mois après son acceptation, à l'égard de tous les Etats qui à ce moment sont Parties à la présente Convention, à moins qu'ils ne dénoncent la présente Convention, conformément à l'article 19, paragraphe 1, six mois au moins avant l'entrée en vigueur de cet amendement. Cette dénonciation prend effet lorsque ledit amendement entre en vigueur. L'amendement lie tout Etat devenant Partie à la présente Convention après la date visée à la première phrase.

## Article 21

### Dépositaire

1. La présente Convention est déposée auprès du Secrétaire Général de la Commission Centrale pour la Navigation du Rhin.
2. Le Secrétaire Général de la Commission Centrale pour la Navigation du Rhin
  - a) transmet des copies certifiées conformes de la présente Convention à tous les Etats mentionnés à l'article 16 paragraphe 1 ainsi qu'à tous les autres Etats qui adhèrent à la présente Convention;
  - b) informe tous les Etats qui ont signé la présente Convention ou y ont adhéré:
    - (i) de toute signature nouvelle, de tout dépôt d'instrument et de toute déclaration et réserve s'y rapportant, ainsi que de la date à laquelle cette signature, ce dépôt ou cette déclaration sont intervenus;
    - (ii) de la date d'entrée en vigueur de la présente Convention;
    - (iii) de toute dénonciation de la présente Convention et de la date à laquelle celle-ci prend



effet;

- (iv) de tout amendement réputé avoir été accepté en vertu de l'article 20 paragraphe 5 ainsi que de la date à laquelle l'amendement entre en vigueur, conformément à l'article 20 paragraphe 6;
- (v) de chaque décision par laquelle un Etat est invité à adhérer en vertu de l'article 16 paragraphe 3 première phrase ainsi que de la date d'entrée en vigueur de la décision;
- (vi) de toute communication requise par l'une quelconque des dispositions de la présente Convention.

## **Article 22**

### Langues

La présente Convention est établie en un seul exemplaire original en langues allemande, française et néerlandaise, chaque texte faisant également foi.

EN FOI DE QUOI, les soussignés, ayant déposé leurs pleins pouvoirs, ont signé la présente Convention.

Fait à Strasbourg, le 4 novembre 1988 (...)

**STATUS OF SIGNATURES, RATIFICATIONS, ACCEPTANCES, APPROVALS,  
ACCESSIONS, RESERVATIONS AND NOTIFICATIONS OF SUCCESSION**

For information regarding signatures, ratifications, acceptances, approvals, accessions, reservations and notifications of succession, please consult the details provided by:

- the depositary, the (Secretary-General of the) Central Commission for the Navigation of the Rhine:  
[http://www.ccr-zkr.org/files/conventions/etatRatifications\\_fr.pdf](http://www.ccr-zkr.org/files/conventions/etatRatifications_fr.pdf)
- the Treaty Database of the Dutch Government:  
<https://verdragenbank.overheid.nl/en/Verdrag/Details/003349>