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Inland Transport Committee

**Joint Meeting of Experts on the Regulations annexed to the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways (ADN)
(ADN Safety Committee)**

Fortieth session

Geneva, 22-26 August 2022

Item 4 (b) of the provisional agenda

**Proposals for amendments to the Regulations annexed to ADN:
other proposals**

Proposal for amendment: Mixing up of roles within 5.4.1.1.6.5 of the Regulations annexed to ADN

Submitted by the Government of Belgium***

Introduction

1. The Belgian delegation received some concerns from the inland waterway transport sector concerning the mixing up of roles, especially in 5.4.1.1.6.5 of ADN. In accordance with other regulations the role of the master could be extended as consignor which cannot be the intention.

2. According to article 1 of the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI) a shipper means any person by whom or in whose name or on whose behalf a contract of carriage has been concluded with a carrier. "Carrier" means any person by whom or in whose name a contract of carriage has been concluded with a shipper. The shipper is in the case of ADN defined as consignor and the carrier is the same in ADN. Only the shipper (or consigner) and the carrier are part of the transport contract (contract of carriage as defined in CMNI) and the master is not a party in the contract, unless he is the carrier.

3. The first sentence of 5.4.1.1.6.5 of ADN reads as follows:

"For tank vessels with empty cargo tanks or cargo tanks that have been discharged, the master is deemed to be the consignor for the purpose of the transport documents required."

* Distributed in German by the Central Commission for the Navigation of the Rhine under the symbol CCNR-ZKR/ADN/WP.15/AC.2/2022/48.

** A/76/6 (Sect.20), para. 20.76



4. A mixing of roles in prescriptions can lead to obligations of the shipper to be assigned to the master. The obligations of the shipper are mentioned in article 6 of CMNI:

“1. The shipper shall be required to pay the amounts due under the contract of carriage.

2. The shipper shall furnish the carrier in writing, before the goods are handed over, with the following particulars concerning the goods to be carried:

- (a) dimensions, number or weight and stowage factor of the goods;*
- (b) marks necessary for identification of the goods;*
- (c) nature, characteristics and properties of the goods;*
- (d) instructions concerning the Customs or administrative regulations applying to the goods;*
- (e) other necessary particulars to be entered in the transport document.*

The shipper shall also hand over to the carrier, when the goods are handed over, all the required accompanying documents.

3. If the nature of the goods so requires, the shipper shall, bearing in mind the agreed transport operation, pack the goods in such a way as to prevent their loss or damage between the time they are taken over by the carrier and their delivery and so as to ensure that they do not cause damage to the vessel or to other goods. According to what has been agreed with a view to carriage, the shipper shall also make provision for appropriate marking in conformity with the applicable international or national regulations or, in the absence of such regulations, in accordance with rules and practices generally recognized in inland navigation.

4. Subject to the obligations to be borne by the carrier, the shipper shall load and stow the goods and secure them in accordance with inland navigation practice unless the contract of carriage specifies otherwise.”

5. In addition, other regulations may apply for which the shipper (or consigner) has obligations. Those obligations cannot be assigned to other parties or persons as suggested by the ADN. The suggestion that the master is deemed to be the consignor, has no added value to the text since the prescription is clear concerning the obligation of the master. Moreover, in the case the master is designated be the consignor, he should enter more particulars on the transport document.

Proposal

6. The Belgian delegation proposes to amend 5.4.1.1.6.5 to read as follows (new text is underlined and in bold):

*“For tank vessels with empty cargo tanks or cargo tanks that have been discharged, the master **shall provide the transport documents in which the dangerous goods description specified in 5.4.1.1.2 (a) to (d) shall be entered for each empty cargo tank or cargo tank that has been discharged.**”*

7. This amendment is also in line with the amendments already done for other transport regulations: the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID), the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and the International Maritime Dangerous Goods (IMDG) Code.