

June 2008



SERVING A EUROPEAN AMBITION

MULTIMODAL TRANSPORT SERVICE

Simplification – Legal Certainty

A single transport document

With the participation of:

Shipowners
Association

Shipping agents
Association

Shippers
Association

Ship brokers
Association

Insurers & Insurance
Brokers Association

Road Hauliers
Association

Freight forwarders
Association

Ports
Association

Customs
Authorities

Lawyers
Association

Ministry of
Transport

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¹Multimodal transport services involving a sea leg

Simplification of procedures - legal certainty - Single Transport Document

Practical application of the European Union's (EU's) Action Plan for Freight Transport Logistics requires an integrated multimodal approach to freight transport and needs to go into active mode as soon as possible.

All stakeholders in the transport chain will have to review their current practices as a result of this initiative.

The Shortsea Promotion Centre France (BP2S) without awaiting publication of this Action Plan, and in anticipation of the development of "Motorways of the Sea" and more generally of short haul multimodal transport involving a sea leg, set up a working group at the end of 2006 tasked with studying administrative and regulatory facilitation measures which would help promote this kind of traffic, and the establishment of a legal structure which would ensure both the stability of contractual relationships and relative simplicity in those relationships.

The objective was to facilitate the creation and development of new traffic flows in the context of expansion of trade within the limits of the European maritime transport area and also with neighbouring states. To achieve this objective it is imperative to introduce practices for operators which are as simple as those of present day door- to- door road haulage.

The working group comprised logistics professionals (shippers, freight forwarders, port authorities, road hauliers, ship-owners, insurers, etc) and also public officials (Ministry of Transport and Customs) and first of all defined the geographical scope of its investigations. For technical reasons the working group decided to give separate consideration to intra-European traffic and traffic between the European Union and its immediate neighbours, essentially the non-EU countries of northern Europe and countries bordering the Mediterranean. It soon emerged that the prospective solutions could not be the same for both categories, hence the structuring of this report as two chapters, the first in respect of measures to be implemented for transport between Members of the EU, the second in respect of measures to be taken to facilitate relations between Members of the EU and their immediate neighbours.

The same methodology was adopted for both chapters. It consists of operating within the vision for the development of multimodal transport outlined by the EU and adopting a pragmatic approach based on empirical principles more than on detailed but purely theoretical consideration of the issues.

The outcome of this work is not a hermetic exercise but rather a "launch pad" to facilitate trade while respecting the environment and the needs of the business community.

The proposals can be improved in the light of experience but the proposed facilitation measures and blueprint for a Single Transport Document already provide usable tools for all operators wishing to participate in the new short haul market for transport involving a sea leg.

¹ The term "Multimodal" used in this report is equivalent to the terms "intermodal" or "combined transport"

Chapter I : Intra-European Traffic (intra-EU)

Simplification of procedures – Legal certainty – Single Transport Document

This study has been undertaken as a reply to frequent criticisms of transport strategies which could make use of the sea in short haul traffic but fail to do so because of the various difficulties presently involved.

The criticism most often levelled at present conditions for integrated multimodal transport involving a sea leg is not the journey times involved so much as the operational complexities which deter operators used to the simplicity of road-only movements. Achievement of administrative simplicity is therefore one of the preconditions for the development of multimodal transport comprising a sea leg, preceded or followed by a road leg, able to attract new clients.

The value of the work carried out by the SPC France working group is in imagining solutions which could combine the advantages of road transport with a diminution in some of its disadvantages (congestion of the transport system, environmental harms, etc.) thanks to the inclusion of a sea leg.

This study therefore has a precise framework: short haul traffic in a multimodal context. It has been conceived in a pragmatic spirit and is addressed to transport buyers who have not until now undertaken short haul transport comprising a sea leg.

This study is not intended to provide detailed solutions applicable in every possible situation. Rather, it identifies the types of problem which tend to arise, with a view to outlining general strategies which can then be adapted to suit particular situations.

I – The scope of the study

① The stakeholders

The complexity of the situation arises from the fact that a large number of stakeholders are involved, each having different preoccupations and overlapping roles:

- The shipper who, as owner of the cargo, requires that his goods should be carried in the best possible conditions,
- The road haulier undertaking pre and on-carriage who has to be convinced of the benefits, in terms of cost/delivery time/service quality and reliability, of incorporating a sea leg in the journey,
- The sea carrier who must organise transit through the port in such a way that losses of time and risks of delay and damage to cargo are kept to a minimum,
- The port operator and the totality of services involved in transit through the port, whether administrative (Customs – sanitary services – police) or commercial (handling, pilotage, etc.).
- The transport organiser/Principal (responsible for the whole transit) who issues the transport document. It is his business to oversee the transit from door to door with his sub-contractors in the same way as a freight integrator.

In conjunction with the ship-owner who is responsible for transit through the port, the transport organiser/Principal must find workable solutions in a given port, exclusively applicable to short sea shipping, reducing transit times so that multimodal transport can offer overall benefits greater than road-only solutions.

② The barriers

Barriers may be of a financial, administrative or physical nature:

- Barriers of a purely financial nature mainly consisting of taxes and dues incurred in transit through the port,
- Physical barriers having potentially heavy financial consequences consisting of successive, mainly administrative checks which take place in the course of transit through the port without any co-ordination,
- Repeated handling can be the source of damage, for example in the case of unaccompanied trailers,
- Procedures for veterinary or phytosanitary checks on cargo coming from countries neighbouring the EU,
- Uncoordinated Regulations governing the transport of dangerous goods which differ from mode to mode,
- Security procedures established in the ports: application of the ISPS¹ Code and national regulations (for example the French VIGIPIRATE system – local port security plans).

¹ International Ship and Port Facility Security Code

Customs procedures no longer constitute a real barrier to intracommunity trade. Some proposed improvements are set out below.

The wide extent of the barriers is obvious. Overcoming some of them, such as the quality of handling services is a matter for individual service providers to tackle.

In other cases, such as security, it is more a matter of proposing practical solutions which will not discourage those who would like to engage in short haul multimodal transport while meeting the needs of the customer base and respecting national and international regulations.

The proposed solutions aim to make transit through ports as simple and speedy as possible in a similar way to the current tollgate system for motorways.

II – Proposed facilitation measures

Recent studies have shown that fewer documents are required for an intra-European road transport journey than for a Short Sea journey. The documentary and administrative procedures involved in Short Sea operations act as a brake on the development of this mode of transport in many cases. Non-users commonly perceive maritime transport to be complex or opaque in nature.

The facilitation measures needed imply action by the various administrative bodies which currently manage their checks and controls quite separately without any concern for the possible duplications and inconsistencies that may result.

These barriers reflect the current regulatory situation but are not insurmountable.

Security

In relation to security, a sector in which regulation is particularly precise and detailed, checks should be consolidated so as to avoid losses of time, which increase journey time without in any way improving security.

In this area, rationalisation of controls should be carried out on a port by port basis so as to take into account specific conditions and precautionary measures which may be justified in one port area and not in another.

In general, levels of security should be set taking account of the particular nature of Short Sea shipping.

These steps will have to be taken on a service by service basis in accordance with detailed blueprints to be prepared by the operator in charge of the whole operation. This person will be, for example, the partner of the entity responsible for handling, and will decide the conditions under which trailers (and any other intermodal loading unit) should be handled and the establishment of a secure park for short and long term storage.

Customs

Short Sea shipping does not exist as a separate category in Customs legislation. Nonetheless it is taken into account in the concept of “**Authorised Regular Shipping Service**”¹

¹ This is the equivalent of the concept of “Regular Community Customs Shipping Service”
Authorised Regular Shipping Service: see Article 313 of EU Regulation n° 2454/93 of the Commission of 2 July 1993 applying certain provisions of EU Regulation n° 2913/92 of the Council establishing the Community Customs Code.

The Customs authorities can grant the status of “Authorised Regular Shipping Service” to routes served by ships calling solely at ports of the EU. This status is granted at the request of the shipping line. It is granted without restrictions by the Customs authorities acting in their capacity of counsel.

The route is subject to an approval requested by the shipping lines from the Customs authorities in whose jurisdiction they are based. Following approval the Customs authorities issue a certificate of “Authorised Regular Shipping Service” which must be retained on board the ship operating on that route.

Goods travelling aboard that ship are deemed to be Community goods and once unloaded can be put into free circulation in the same way as if they had crossed a land border within the Union.

Non-Community goods carried on an “Authorised Regular Shipping Service” must be carried under the system of Community Transit. That is to say they must be carried in accordance with Community Transit procedures:

- Under ordinary law procedures : NTIS¹ with guarantees
- Under simplified procedures: use of the ship’s manifest as transit declaration with exemption from guarantees.

Port dues

The levying of ship and goods dues should be simplified either through an exemption from dues on goods or by consolidation of port dues onto the ship alone. Facilitation measures to be introduced should be based on pragmatic solutions negotiated in each port according to the services provided.

In any event, port dues must not damage the competitiveness of the Short Sea shipping line.²

Dangerous goods

Regulations on dangerous goods vary according to whether they concern land or maritime transport. Harmonisation of these within the European transport area would be highly desirable.

In this respect, harmonisation could be achieved by extending the draft EU Directive published in December 2006 (ref. IP/06/1899 – Brussels 22 December 2006 – “Harmonised Rules for the carriage of dangerous goods”), considered by the Transport Council on 07-08 June 2007 and subsequently adopted by the European Parliament.

Port Services

By reason of its current regulatory structure, Pilotage has a potential flexibility which could be put to greater use for ships engaged in Short Sea operations. Frequency of calls would justify greater use of the combined licence of Captain-Pilot and the application of frequent-user rates.

Other port services including towage will have to continue to be subject to negotiation with the service-providers so that rates and conditions are tailored as closely as possible to the actual services rendered.

¹ **New Transit Information System**

² Possibility of modification and reduction of port ship dues allowed by Articles R. 217-7 to R. 212-11 of the Ports Code (France) notably for RO-RO traffic and new services.

Information systems (transmission / information exchange / operation)

Improving competitiveness of transit through ports adapted to maritime cabotage¹ cannot be achieved without relevant quality indicators and without efficient Information Technology systems. Use of these methods presupposes a communication system accessible through a single window, without duplicated processing of information.

Some of the tools already exist, in particular “Shortsea XML”- still in experimental phase- a project initiated by the Shortsea Promotion Centres and supported by the European Commission (“Marco Polo” programme for assistance to intermodality).

This is a tool² which uses a new message standard for information exchange between all the stakeholders in the chain of short sea transport logistics (“Transport XML” already exists for land transport and “Intermodal XML” is under development).

The aim of “Shortsea XML” is to encourage transfer of goods from road to sea by reducing administrative costs by means of a set of standard messages covering every type of operation (booking, documentation, invoicing etc...) from port to port and door to door, while at the same time facilitating the rapid and efficient transfer of information required by the authorities of the relevant states.

This new tool should interest shippers and agents, the lines, ports, road hauliers, transport organisers, etc...

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The solutions thus put forward are based on the generally accepted principle that short haul traffic, when it includes a sea leg, should not be submitted to more onerous administrative constraints than is the case for other logistics chains which do not include a sea leg.

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The existence of a **single operator** responsible for the organisation and strategic rationalisations involved in short haul multimodal transport is the key to the success of such operations. This also requires the imposition of an independent and uniform liability regime on such operators.

¹ The term “maritime cabotage” used in this report is equivalent to the term Short Sea shipping

² More specifically, “Shortsea XML” is a project currently led by the Norwegian organisation Norstella and co-financed by the European Commission in the framework of its “Marco Polo” programme. It has developed standards including various flow simulations and processes and also a data model, based on the international standard ebXML developed by UN CEFAC, more precisely its transport logistics working group TBG3. This normative base should allow interoperability between Information Technology systems and stakeholders in the logistics chain within the framework of a door to door maritime cabotage service.

These standards also cover exchanges between maritime cabotage and modes of land transport.

III – Establishment of a specific liability regime

① A new liability regime

A legal liability regime for the single operator is essential as it creates legal certainty which complements the economic benefits arising from facilitation measures.

Such a liability regime cannot be based on existing law as it has not yet regulated this type of contract. It must take into account an inescapable truth: the importance of road transport in such operations. The truck, trailer or other intermodal loading unit is the one fixed element in such operations, whatever the means of traction or movement employed. It must therefore be the starting point in the construction of any liability regime.

If this starting point is accepted, the substance of the regime must be both uniform from door to door, whatever the stage of transport and be close to the regime for road transport, because of the preponderant part played by road transport in this type of movement. The regime proposed should therefore be as close as possible to C.M.R. (but excluding Article 2) as it is already used by road hauliers for stages preceding and following the sea leg. In this situation, C.M.R. would not be envisaged as a mandatorily applicable international Convention but rather as a reference text known to road hauliers, and it should be applied to the entire operation.

The basis of this legal regime can therefore only be contractual and would depend on the wishes of the parties given effect in an ad hoc transport document accompanied by a suitable insurance policy wording.

② A single document

Such a document, which should under no circumstances be negotiable, would be a model document (“document-type”) systematically applied unless the parties opted for a different solution. The present study includes as an appendix a model document in line with the new regime. The document is presented in paper form for the purposes of the study, but all the information it contains is intended to be transmissible by electronic means and to become part of the overall information chain.

Though exemplary, such a solution is not perfect. It is vulnerable to being challenged by a court applying an aspect of mandatory law rather than the choice made by the parties. This risk will not be so great if users massively adopt the proposed uniform regime and stipulate a document of which the principal advantage lies in its simplicity. Such a solution is unavoidable if the objective is to achieve rapid results for it is an illusion to think that a legally imposed liability regime can rapidly be adopted.

Thus the proposed solution is the only one which can be deployed in the first instance. It meets the requirement for legal certainty necessary for the development of multimodal transport involving a sea leg.

The twin pillars of legal certainty are in fact the liability regime and the transport document.

- The liability regime consists of the CMR with the limits of liability applying on roads being extended to the entire multimodal transport operation. This regime will be supplemented by specific clauses, for example, concerning the stowage of trailers and other intermodal loading unit on the vessel or special conditions for delivery and any other clauses it may be useful to include in the model document,
- The relevant document is the one which gives effect to the contract. This document is non-negotiable, like a consignment note and is not equivalent to a bill of lading. It is called **“the Single Transport Document”**.

The Single Transport Document ensures legal certainty for each transit by conferring on it a unitary status; simple to implement, it remains flexible because supplementary clauses can always facilitate its adaptation to meet particular conditions. It is issued by a **single operator** responsible for the whole operation as Principal and who supervises its execution whatever the mode or combination of modes of transport utilised.

③ Suitable insurance policies

The proposed solutions will be more attractive if operations are covered by **suitably tailored insurance policies in respect of both cargo and professional liabilities**. Model insurance clauses could be proposed alongside the Single Transport Document and a certificate of insurance could then be issued on demand, the parties to the contract of carriage having only to tick the relevant box.

French insurers involved in the study have confirmed their capacity to insure the proposed operations both in respect of cargo cover and cover for the legal liabilities of the operator/Principal.

In the first case, under cover of the Single Transport Document, insurers would issue insurance guaranteed on a “warehouse to warehouse” basis covering the goods carried irrespective of the mode or combination of modes utilised.

In the second case they would adapt existing insurance products -which cover the contractual legal liabilities of transport organisers- to give appropriate indemnities for the single transport operator.

Such insurance policies will take into account the need to establish appropriate underwriting practices.

The proposed initiative is based on the idea that that short haul multimodal transport including a sea leg must be subject to special treatment, because this type of transport now constitutes a special category akin neither to deep-sea shipping nor to road haulage. It pre-supposes the establishment of appropriate conditions which should be all the easier to put in place since modern information systems facilitate communication and transparency.

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The solutions that we advocate are capable of being rapidly employed across the whole European transport area. They present greater complexity in relation to transport between the EU and neighbouring countries and form another set of proposals which are the subject of the second part of the study.

Chapter II : Maritime cabotage traffic between EU States and neighbouring States.

Working on issues relating to facilitation measures needed in order to develop traffic between the EU and its neighbours or on an intra-European (EU) regime of transport involving calls in neighbouring States (non-EU), was both simpler and more complicated than working on issues relating to purely intra-European traffic (chapter I).

It was simpler because some of the solutions devised in the first chapter are also appropriate for traffic beyond the EU.

It was more complicated because Customs considerations and also the issue of security are much harder to resolve when a ship makes an intermediate call in a neighbouring State, the journey then becoming international in nature.

In this chapter we concentrate on those aspects which must be subject to novel and specific solutions, referring the reader back to Chapter 1 for the remainder.

In the first instance we define the geographical scope of this second phase of work, namely multimodal traffic between the EU area and neighbouring countries

Identification of the journey allows an assessment to be made in relation to that area. It can be undertaken by means of IT solutions such as A.I.S.¹

Three different situations can arise:

- A neighbouring country and a zone² of the EU,
- Two Member States in relation to a neighbouring State or a free zone of the EU,
- Two neighbouring States with a Member State in the middle.

There is no Approval for an “Authorised Regular Shipping Service” available in these three examples. It is up to the transport operator to prove the Community nature of the goods.

① Customs and security aspects³

Obligation to pass through Customs and present the goods for inspection

With regard to Community goods, the transport operator must prove the Community nature of the goods by means of paper copy 4 of the Single Administrative Document, or supply the transport document or an invoice meeting T2L requirements, these documents being required by Customs.

If transport could be effected under a “Single Transport Document” (cf. chapter 1⁶) the transport operator could be given the status of “Authorised Consignor”⁴ and would then benefit from the facilitation measures available with that status.

For consignments of less than 10 000 € excluding tax, T2L⁵ equivalent documents are exempt from stamping requirements by the Customs authorities.

¹ Automatic Identification System

² A zone consists of one Member State or several Member States of the EU

³ EU Regulation n° 648/2005 amending the Community Customs Code and its application provisions

EU Regulation n° 1875/2006 introducing a new mission in relation to safety and security in the presentation of goods to Customs from 1st July 2009.

⁴ Application of Article 324 of EU Regulation n° 2454/93

⁵ Application of Article 317 of EU Regulation n° 2454/93

② Security

Analysis of security risks which now includes Customs, veterinary and sanitary checks.

These controls require transmission of a certain amount of data in accordance with the requirements of the relevant regulations.

These data could be brought together in the Single Transport Document as defined in chapter 1. This document will be perfected so as to comply with the requirements of the security rules.

③ The transport document

The Single Transport Document will be the cornerstone of operations and will be managed by the transport operator undertaking responsibility for the contract of door to door delivery and will have to be integrated with the Customs system.

The Single Transport Document for third country transport will have to include new data, in particular data concerning the name of the service, information on the ship and all data necessary for security, which will be transmitted in electronic form.

The gathering and transmission of the information in the best conditions are essential elements for the implementation of the facilitation measures.

System developments and improvements in procedures will occur in the light of experience.

In this respect it would be useful to test run the improved Single Transport Document through pilot projects so that, in the light of experience, all the indispensable elements of information could be incorporated in the document so as to ease traffic conditions to the greatest possible extent.

④ A port transit Co-ordinator

The prize to be grasped from facilitation measures is to develop a **single window** through which all checks and controls could be co-ordinated.

This single window depends on an integrated logistics approach in conjunction with Customs procedures facilitated by use of the Single Transport Document.

Data transfer will be facilitated by the existence of a **co-ordinator** who will check that a date and time of loading is indicated in accordance with security requirements.

In short, the co-ordinator in the port will ensure that a balance is struck between the timely loading of the trailer or intermodal loading unit and the requirements of security.

This already classic role of some port agents will be an absolute necessity if proper working of simplified procedures is to be achieved.

It is essential to achieve simplification in relation to these extra-European transits because of the high economic stakes attaching to development of Motorways of the Sea in conjunction with third countries.

France in particular, which maintains privileged relations with North Africa primarily using maritime transport, has an interest in facilitating the introduction of electronic data processing. In this respect the Single Transport Document is an invaluable instrument.

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In conclusion, it is worth underlining that the work which underlies this study was carried out in a spirit of perfect co-operation between all the professional stakeholders and the representatives of the government.

This significant step, in the context of defined European objectives, constitutes the first link in a chain of reflection leading to action, which must now be pursued.

**Standard Trading Conditions for multimodal transport contracts by
regular services incorporating a sea-leg
(Multimodal transport services incorporating a sea-leg)**

① Definitions

In these standard trading conditions words appearing hereafter have the following meanings:

Multimodal Transport Operator (the transport organiser, his servants and agents): means the person who takes charge of the Loading Unit and undertakes to deliver it irrespective of the means employed.

Consignor (sender or shipper): means any person who directly hands over the Loading Unit to the transport operator or in whose name the Vehicle and the Goods it contains are handed over.

Vehicle: means a truck, tractor unit with semi-trailer, rigid vehicle with draw-bar trailer, or the tractor unit, rigid vehicle, trailer or semi-trailer alone. The Vehicle may be loaded or empty.

Loading Unit (transport unit): means any trailer/semi-trailer, swap body or container suitable for multimodal transport.

Goods: means that which is loaded inside the Vehicle or Loading Unit.
Packing, a pallet, a swap body, a Vehicle and any other Loading Unit may also be deemed to be Goods provided that they are declared as such by the Consignor.

Dangerous Goods: means any Goods listed as such in an EU Regulation, its references, or the IMDG Code.

② Contract of Carriage

The contract of carriage is made between the transport operator and the Consignor.
It extends from the taking in charge by the operator until delivery, irrespective of the modes of transport utilised, whether land-based or maritime.

The contract of carriage does not give rise to issue of any negotiable transport document.
The wishes of the parties are given effect in writing or by an exchange of information in any form whatsoever: electronic mail or fax.

③ Applicable law

The contract shall be governed by the provisions of CMR (excluding Article 2) as agreed by the parties and further provided for in these standard trading conditions.

④ Rights and obligations of the multimodal transport operator.

From the moment of taking in charge by the operator, which may take place during the land leg as well as prior to the loading on board according to the wishes of the parties, the transport operator must exercise utmost care in relation to the consignment- Vehicle, Load Unit and Goods- and continue to exercise such care until the time of delivery as defined by the wishes of the parties.

Where the parties have failed to define the time of the taking in charge or delivery, local customs or the particular circumstances –in particular the handing over of documents- shall allow determination of the beginning and end of the contractual performance.

The transport operator can choose the manner of performance of the contract; he can move the Vehicles, Loading Units and Goods by any means of transport whatsoever, whether owned by him or otherwise.

Where serious difficulties prevent the normal performance of the contract, the transport operator shall seek further instructions from the Consignor.

⑤ Rights and obligations of the Consignor

The Consignor shall hand over to the transport operator Goods, Loading Units and Vehicles properly marked. He shall provide appropriate packing and shall be responsible for the proper stowage of the Goods.

He shall hand over Goods, Loading Units and Vehicles in conformity with current laws and regulations applicable by land and sea.

He shall present Goods, Loading Units and Vehicles accompanied by all documents relevant to each stage of the journey.

He shall accurately declare the nature, condition and quantity of Goods carried and shall provide information and documents necessary to complete sanitary, security, safety, immigration, police and Customs formalities in accordance with legislation of the relevant States.

He agrees to accept any regulatory checks and controls on the Goods, Loading Units and Vehicles and shall be responsible for replying to any relevant questions put to him.

He shall be responsible for ensuring that any staff accompanying the Goods, Loading Units and Vehicles conform with relevant regulations and agree to submit to corresponding formalities and controls.

If the Consignor for any reason whatsoever fails to carry out his obligations, the transport operator shall have the right to refuse to take into his charge and load the Goods, Loading Units and Vehicles, without any liability on his part.

⑥ Rates and payment terms

In performing services, the transport operator shall be entitled to charge rates in accordance with tariffs published and/or in force at the date of the contract, subject to notice or reservation sent to the operator by any means of communication (EDI – electronic mail– fax – telephone – etc.) at least 48 hours before the actual taking in charge.

Provision of services not previously foreseen may be agreed by the Consignor and transport operator and may be subject to any surcharges set out in the tariff.

Freight charges are payable in any event. The Consignor shall settle freight charges at the time of the taking in charge of Goods and Vehicles or no later than 30 days after performance of the service or the issue of the invoice.

In case of non payment of freight charges, the sender shall be subject to penalties for delay corresponding to the rate for the relevant service, automatically increased for every month of delay.

⑦ Liability

The transport operator shall be liable in respect of Goods, Loading Units and Vehicles between the time of their taking in charge and delivery.

In the case of delay, the Consignor must prove that any loss and damage suffered resulted from the delay.

Any legal action against the transport operator shall be instituted within one year from the date when Goods, Loading Units and Vehicles should have been delivered.

⑧ Compensation

Without prejudice to the compensation due under Article 23 of C.M.R., the transport operator shall not be required to compensate the Consignor for indirect loss or damage of any kind whatsoever arising from the performance of the contract.

⑨ Jurisdiction

Any legal action in respect of interpretation or performance of the contract shall be commenced in the courts of the relevant State.

Certificat de prise en charge (proposal model 1)
Consignment note / Way bill

1 Expéditeur Consignor / Sender	5 Destinataire Consignee			
2 Opérateur Operator	6 Lieu de prise en charge Place of taking over the goods			
3 Port d'embarquement Port of loading	7 Port de débarquement Port of discharge			
4 Lieu de livraison - Date Place of delivery - Date	8 Immatriculation / Registration Camion(s) Remorque(s) Conteneur(s) Truck (s) Trailer (s) Container(s) Nom du / des chauffeur/s : Name of driver(s)			
9 Réserves et observations de l'opérateur Reservations and comments of the operator				
Description des marchandises chargées dans l'unité de chargement Description of goods contained in the loading unit				
10 Nbre et N° de Colis Nber and N° of packages	11 Type emballage Type of packing	12 Nature Marchandise Nature of goods	13 Poids brut Gross weight in kg	14 Cubage m3 Volume m3
No de scellé / N° of seals :				
Classe ONU - Dangereux / UN Classification : dangerous goods				
Statut douanier / Customs status				
15 Documents annexés Documents attached				
16 Etabli à / Issued at Le / on	17 Option Assurance (Ad Valorem) (cocher la case) Cargo Insurance Option (Ad Valorem) (tick the box) <input type="checkbox"/> Je ne souhaite pas être assuré Insurance declined (tick the box) <input type="checkbox"/> Je souhaite être assuré Insurance requested (tick the box)			
18 Signature / timbre de l'expéditeur Signature or Stamp of the consignor - sender	19 Signature / timbre de l'opérateur Signature or stamp of the operator	20 Signature / timbre du destinataire Signature or stamp of the consignee		

Le présent transport est régi par les conditions générales que vous déclarez connaître et accepter, et soumis au droit du contrat,

J'ai lu les conditions générales et je les accepte (cocher la case)

This carriage is governed by the Standard Trading Conditions which you declare you are familiar with and accept and is also subject to the relevant law of the contract. I have read the Standard Trading Conditions and accept them (tick this box)

Certificat de prise en charge (Proposal Model 2)
Consignment note / Way bill

1 Expéditeur Consignor / Sender	6 Opérateur Operator			
2 Destinataire Consignee	7 Port d'embarquement Port of loading			
3 Lieu de prise en charge Place of taking over the goods	8 Port de débarquement Port of discharge			
4 Lieu de livraison - Date Place of delivery - Date	9 Réserves et observations de l'opérateur Reservations and comments of the operator			
5 Immatriculation / Registration Camion (s) Remorque (s) Conteneur (s) Truck (s) Trailer (s) Container (s) Nom du/des chauffeur/s : Name of driver (s)				
Description des marchandises chargées dans l'unité de chargement Description of goods contained in the loading unit				
10 Nbre et N° de Colis Nbr and N° of packages	11 Type emballage Type of packing	12 Nature Marchandis Nature of Goods	13 Poids brut Gross weight in kg	14 Cubage m3 Volume m3
No de scellé / N° of seals : Classe ONU - Dangereux / UN Classification : dangerous goods Statut douanier / Customs status :				
15 Documents annexés Documents Attached				
16 Etabli à / Issued at Le / on	17 Option Assurance (Ad Valorem) (cocher la case) Cargo Insurance Option (Ad Valorem) (tick the box) <input type="checkbox"/> Je ne souhaite pas être assuré Insurance declined <input type="checkbox"/> Je souhaite être assuré Insurance Requested			
18 Signature / timbre de l'expéditeur Signature and stamp of the consignor - sender	19 Signature / timbre de l'opérateur Signature and stamp of the operator	20 Signature / timbre du destinataire Signature and stamp of the consignee		

Le présent transport est régi par les conditions générales que vous déclarez connaître et accepter, et soumis au droit du contrat

J'ai lu les conditions générales et je les accepte (cocher la case)

This carriage is governed by the Standard Trading Conditions which you declare you are familiar with and accept and is also subject to the relevant law of the contract, I have read the Standard Trading Conditions and accept them (tick this box)

APPENDIX C: FACT SHEET “THE MARSEILLES EXPERIMENT”

Improvement of the competitiveness of transit through the port of Marseille-Fos in the context of development of Short Sea shipping

The modal competitiveness of Short Sea shipping is decided in the port

Ports play a key role in relation to performance of Short Sea shipping as a modal alternative to road transport. Transit through the port is a co-operative procedure sustained in Marseilles by the AP+ system, which involves organisations having a different culture, size and structure but all sharing a common objective : to keep the goods moving. The ability of a port to provide competitive conditions for Short Sea Shipping depends on the capacity of its stakeholders to put together a competitive structure relative to road transport, particularly for intra-EU traffic flows.

Aligning the administrative treatment of Short Sea shipping with that of road transport

When goods have been consigned by sea between two EU ports by an “Authorised Regular Shipping Service” they retain their Community status as though carried by road. When Community goods are carried on board a ship which does not have the status of an “Authorised Regular Shipping Service” the operator must prove their Community status on arrival in another EU port by means of a T2L document: paper copy n°4 of the Single Administrative Document or equivalent (invoice, transport document or ship’s manifest). Based on paper procedures this constitutes an additional administrative formality and penalises Short Sea shipping (by creating bottlenecks) relative to road transport.

Simplification, automation and paperless systems, competitive levers for ports in Short Sea shipping

Current EU Regulations provide tools allowing stakeholders involved in port transit to simplify, automate and render paperless the administrative handling of Community goods entrusted to Short Sea shipping. In order to ensure communication of information to destinations, T2L documents including the Single Transport Document envisaged in the work of SPC France, could be transmitted according to a format defined in the context of the European “Shortsea xml” project (www.shortseaxml.org).

The first trial will involve a flow of traffic generated by a business in the chemical industry in the region of Lyons which regularly exports goods by sea to Greece through the port of Marseilles. The stakeholders in the port of Marseilles-Fos are backing this trial in order to demonstrate their expertise and to incite greater recourse to Short Sea shipping as both economically and ecologically competitive with road transport.