

D10:United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, Rotterdam 2009

Name of the Convention: United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, Rotterdam 2009

Acronym or short name: The Rotterdam Rules

International organisation in charge of it: The United Nations Commission on International Trade Law (UNCITRAL)

Summary description (in plain language):

The Convention aims to create a contemporary and uniform law providing for modern door-to-door container transport including an international sea leg, but not limited to port-to-port carriage of goods with total 96 articles of provisions.

The Convention applies to contracts of carriage without regard to the nationality of the relevant parties of contract as far as any one of the following places is located in a Contracting State of the Convention: a) The place of receipt, b) The port of loading, c) The place of delivery or d) The port of discharge.

It also has provisions regarding use and effect of electronic transport records allowing them to have the same effect of transport documents in the issuance, possession or transfer of transport documents.

The limits of carrier liability for cargo loss or damage are significantly increased, which will be expected to be of substantial benefit for shippers.

The Convention will make effect for modernization and unification of legal binding rules of maritime transportation in the world.

Date of signature: It was adopted by the UN General Assembly on December 11, 2008.
(Signing ceremony was held in Rotterdam on September 23, 2009)

Date of coming into force: Not yet in force

Dates of revision: -

Reasons of revisions: -

Applicability (condition for entry into force): It will enter into force on the 1st day of the month

following the expiration of one year after the date of deposit of the twentieth(20th) instruments of ratification, acceptance, approval or accession.

Situation of Ratification: (as at January 1, 2011) One (1) State

Stakes for ports:

The Convention defines Maritime Performing Parties as parties which perform any of the carrier's obligations during the period of cargo transportation. The Maritime Performing Parties, when a damage occurs during the period of custody of Maritime Performing Parties, will be subject to the obligations and liabilities of the relevant carrier of goods.(Art. 19)

The Convention stipulates that the liability of carrier and Maritime Performing Party, if they are liable for the loss or damage of the cargoes, is joint and several but only up to the limits under the Convention.(Art. 20)

Links with other Conventions:

(Hague-Visby Rules) <http://www.admiraltylaw.com/statutes/hague.html>

(Hamburg Rules) <http://www.admiraltylaw.com/statutes/hamburg.html>

Key-words: Maritime Performing Party, Electronic Transport Record

Internet hyperlink with other website:

(UNCITRAL)

http://www.uncitral.org/uncitral/en/uncitral_texts/transport_goods/2008rotterdam_rules.html

(full text)

http://www.uncitral.org/pdf/english/texts/transport/rotterdam_rules/09-85608_Ebook.pdf