

RECUEIL DES INSTRUMENTS JURIDIQUES ET INSTITUTIONNELS
DE FACILITATION DU TRANSPORT ET DES ÉCHANGES
EN AFRIQUE SUBSAHARIENNE

ANNEXE V-7

1985 NORTHERN CORRIDOR TRANSIT AGREEMENT
PROTOCOL No 6 TRANSPORT BY ROAD OF GOODS IN TRANSIT

TRANSPORT BY ROAD OF GOODS IN TRANSIT

Article 1: Application

Pursuant to Section 9 of the Northern Corridor Transit Agreement, the Contracting Parties agree to apply the provisions of this Protocol related to transport by road of goods in transit, which is an integral part of the Agreement, and which is divided into three separate parts.

Article 2: Content of the Protocol

In this Protocol, the Contracting Parties agree to apply its provisions to those aspects of traffic in transit by road connected with regulations concerning road transit transport (Part 1), the technical requirements of vehicles (Part 2) and transport contracts and the liability of road carriers (Part 3).

**PART 1: REGULATIONS CONCERNING
ROAD TRANSIT TRANSPORT**

Article 1: Compliance with national law

The Contracting Parties agree that goods on vehicles engaged in transit operations shall comply with the national laws and regulations of the Contracting Party on whose territory the operation is being carried out.

**Article 2: Possession of Road Transport
Permits •**

The Contracting Parties may require as a condition for the carriage of goods in transit through their territories, and the entry of unladen road vehicles to these territories, the possession of a Road Transport Permit.

Note: The Road Transport Permit is intended to replace other documents currently in use, such as the Transit Goods Licences required by Kenya and Uganda.

Article 3: Issue of Road Transport Permits •

1. Road Transport Permits shall be issued by a competent authority of each Contracting Party concerned.
2. Permits shall be granted for vehicles which have been officially inspected, and for which a Certificate of Fitness, or corresponding document, has been issued by the competent certifying body in the country where the vehicle is registered.

Article 4: Competent authorities

The authorities competent to issue Road Transport Permits are:

in Burundi:

Ministry of Transport, jointly with Ministry of Finance;

in Kenya:

Ministry of Transport and Communications, jointly with Ministry of Finance;

in Rwanda:

Ministry of Transport, jointly with Ministry of Finance;

in Uganda:

Ministry of Transport, jointly with Ministry of Finance.

in Zaïre:

Department of Transport, jointly with Department of Finance.

Article 5: Validity of permits •

1. A Road Transport Permit may be issued either for a single journey or for a certain period of time. A Single Journey Permit is valid for one outward and return journey across the territory of the Contracting State, whereas a Periodic Permit is valid for an unlimited number of journeys to be performed in a period stated, not exceeding twelve months.

2. The Permit shall be valid for one vehicle at a time and only for the carrier to which it was issued or his authorized agents.

Article 6: Contents and form of Road Transport Permit

Road Transport Permits shall include the following particulars:

- registration number of the vehicle;
- name and address of the carrier;
- date of expiry of the Permit;
- any particular conditions under which the Permit has been issued.

Article 7: Priority to certain consignments •

The Contracting Parties agree, as far as possible, to grant priority to consignments of live animals, of perishable goods and of other urgently needed goods for which rapid transport is essential.

Article 8: Carriage of dangerous goods

Carriage of dangerous goods shall be governed by the provisions in Article 31 of the Northern Corridor Transit Agreement.

Article 9: Infringements •

In the event of any infringement in the territory of one of the Contracting Parties of the provisions of this Protocol related to Regulations concerning road transit transport, the competent authority of that Contracting Party may, if it considers it necessary, take appropriate measures under its national laws and regulations and notify the competent authority of the Contracting Party in which the vehicle is registered of the measures taken.

Article 10: Further facilitation efforts •

Part 1 of the Protocol on transport by road of goods in transit is accepted provisionally, while Contracting Parties pursue their efforts towards gradually eliminating regulations, procedures, documents and costs (other than those referred to in Protocol 2 on

transit routes and facilities) which affect transit transport by road.

PART 2: TECHNICAL REQUIREMENTS FOR ROAD VEHICLES

Article 1: Definitions

For the purpose of this Protocol, and in addition to the definitions included in Section 2 of the Northern Corridor Transit Agreement, the following expressions shall have the meanings hereby assigned to them:

Axle load: Actual load transmitted to the road pavement via all the wheels connected to a particular axle or axle group;

Laden weight: Actual weight of the vehicle as loaded, with crew and passengers on board;

Permissible maximum weight: Maximum weight of the laden vehicle, declared permissible by the competent authority of the State in which the vehicle is registered;

Unladen weight: Weight of the vehicle without crew, passengers or load, but with full supply of fuel and with the tools which the vehicle normally carries.

Article 2: Acceptance of vehicles •

The Contracting Parties shall admit vehicles which fulfill the technical requirements applied in the territories of other Contracting Parties where the vehicles are registered and which possess a Certificate of Fitness, or corresponding document, issued by the competent certifying body in the country of registration.

Article 3: Adaptation of vehicles for Customs transit •

Vehicles intended to be used for international carriage of goods by road under this Protocol shall be constructed so as to meet the requirements for carriage under Customs transit, as laid down in the Section 7, Customs Control, of the Northern Corridor Transit Agreement.

Article 4: Maximum axle loads and gross vehicle weights •

1. The maximum permissible axle loads, applicable to axles with four wheels per axle, shall be:

- for single axles: 10 tonnes
- for tandem axles: 16 tonnes
- for triple axles: 24 tonnes

2. The total maximum laden weight of any vehicle shall in no case exceed 46 tonnes.

Article 5: Maximum dimensions of vehicles •

The dimensions of vehicles used for the carriage of goods in transit shall not exceed:

as regards widths: 2.65m
as regards heights: 4.2m
as regards lengths:

- for rigid chassis vehicles: 11m
- for articulated vehicles: 17.4m
- for truck and drawbar trailer combinations: 18m.

PART 3: TRANSPORT CONTRACT AND LIABILITY OF ROAD CARRIER

Article 1: General provisions

The Contracting Parties, having recognized the desirability of standardizing the conditions governing the contract for the international carriage of goods by road, particularly with respect to the documents used for such carriage and to the carriers' liability, agree that the following provisions shall apply for traffic in transit on their respective territories.

Article 2: Conclusion of the contract of carriage •

1. The contract of carriage shall be confirmed by the making out of a Consignment note.

2. The Consignment note shall be made out in three or more original copies signed by the sender or his agent and by the carrier. These signatures may be printed or replaced by the stamps of the sender and the carrier if the law of the country in which the Consignment note has been made out so permits. The first copy shall be handed to the sender, the second shall

accompany the goods and the third shall be retained by the carrier and the rest as required.

3. When the goods which are to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the sender or the carrier shall have the right to require a separate Consignment note to be made out for each vehicle used, or for each kind or lots of goods.

4. The Consignment note shall contain the following particulars:

- (a) The date of the Consignment note and the place at which it is made out;
- (b) The name and address of the sender;
- (c) The name and address of the carrier;
- (d) The place and the date of taking over of the goods and the place designated for delivery;
- (e) The name and address of the consignee;
- (f) The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;
- (g) The number of packages and their special marks and numbers;
- (h) The gross weight of the goods or their quantity otherwise expressed;
- (i) Charges relating to the carriage (carriage charges, supplementary charges, Customs duties and other charges incurred from the making of the contract to the time of delivery);
- (j) The requisite instructions for Customs and other formalities;
- (k) A statement that the carriage is subject notwithstanding any clause to the contrary, to the provisions of this Protocol.

5. Where applicable, the Consignment note shall also contain the following particulars:

- (a) A statement that transshipment is not allowed;
- (b) The charges which the sender undertakes to pay;
- (c) The amount of "cash on delivery" charges;

- (d) A declaration of the value of the goods and the amount representing special interest in delivery;
 - (e) The sender's instructions to the carrier regarding insurance of the goods;
 - (f) The agreed time-limit within which the carriage is to be carried out;
 - (g) A list of the documents handed to the carrier.
6. The parties may enter in the Consignment note any other particulars which they may deem useful.
7. The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of:
- (a) Any of the particulars specified in paragraph 4.b., d., e., f., g., h. and j. and in paragraph 5 of this Article;
 - (b) Any other particulars or instructions given by him to enable the Consignment note to be made out or for the purpose of their being entered herein.
8. If, at the request of the sender, the carrier enters in the Consignment note the particulars referred to in paragraph 7.a. above, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.
9. If the Consignment note does not contain the statement specified in 4.k. above, the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.

Article 3: Liability of the carrier •

1. The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery. The carrier shall however be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.

2. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.

3. The carrier shall be relieved of the liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:

- (a) Use of open unsheeted vehicles, when their use has been expressly agreed and specified in the Consignment note;
- (b) The lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
- (c) Handling, loading, stowage or unloading of the goods by the sender, the consignee or persons acting on behalf of the sender or the consignee;
- (d) The nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;
- (e) Insufficiency or inadequacy of marks or numbers of the packages;
- (f) The carriage of livestock.

4. Where under this Article the carrier is not under any liability in respect of some of the factors causing the loss, damage, or delay, he shall only be liable to the extent that those factors for which he is liable under this Article have contributed to the loss, damage or delay.

Article 4: Burden of proof

1. The burden of proof concerning loss, damage or delay shall rest upon the carrier.

2. When the carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the special risks referred to in Article 3, paragraph 3, it shall be presumed that it was so caused. The claimant shall however be entitled to prove that the loss or damage was not, in fact,

attributable either wholly or partly to one of these risks.

3. This presumption shall not apply in the circumstances set out in Article 3, paragraph 3.a., if there has been an abnormal shortage, or a loss of any package.

4. If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of Article 3, paragraph 3 (d), unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.

5. The carrier shall not be entitled to claim the benefit of Article 3, paragraph 3.f., unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.

Article 5: Liability in case of delay in delivery •

1. Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a complete load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.

2. The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.

3. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgement of such request.

4. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included therein but without

prejudice to any claims to compensation for delay in delivery.

5. In the absence of the request mentioned in paragraph 3 above, or any instructions given within the period of thirty days specified in paragraph 4, or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law of the place where the goods are situated.

Article 6: Compensation in case of loss or delay in delivery •

1. When, under the provisions of this Protocol, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.

2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the c.i.f. value.

3. Compensation shall not, however, exceed 1300 Special Drawing Rights per lorry load, or a sum at the rate of 330 Special Drawing Rights per metric ton on the gross weight of the goods, whichever is less.

4. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damages shall be payable.

5. In the case of delay, if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.

6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with Articles 7 and 9.

Article 7: Compensation in case of higher value for the goods •

The sender may, against payment of a surcharge to be agreed upon, declare in the Consignment note a value for the goods exceeding the limit laid down in Article 6, paragraph 3, and in that case the amount of the

declared value shall be substituted for that limit.

Article 8: Liability in case of damage to the goods •

1. In case of damage, the carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with Article 6, paragraphs 1, 2 and 4.

2. The compensation may not, however, exceed:

- (a) If the whole consignment has been damaged, the amount payable in case of total loss;
- (b) If part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Article 9: Rate of interest in delivery in the case of damage •

1. The sender may, against payment of a surcharge to be agreed upon, fix the amount

of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the Consignment note.

2. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed up to the total amount of the interest declared, independently of the compensation provided for in Articles 6, 7 and 8.

Article 10: Rate of interest on compensation •

1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated in reference to the prevailing rates of interest, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.

2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.