

Amendments and additions to the GCU: proposal sheet
Appendix 5 to the GCU

<p>1.- Expose the problem (with examples and, if possible, figures allowing the scope of the problem to be measured)</p> <p>Some of the rules in Appendix 5 are unclear and out of date. In early 2012, the UIC Wagon Users Study Group submitted a proposed amendment to the UIP Study Group, highlighting in particular the issues surrounding the calculation of damage to retrofitted wagons and bogies. In response to the proposed amendment, the UIP Study Group rightly suggested that Appendix 5 be revised wholesale. For example, setting rules on transfer of ownership for damaged wagons, general move away from flat-rate compensation for modernised wagons.</p>	<p>2.- Show why and where the GCU is lacking in this respect</p> <p>Appendix 5 includes the following inconsistencies, among others: In Appendix 5, compensation for retrofitted wagons is not calculated separately for the underframe and superstructure (though this was explicitly intended in UIC Leaflet 433). This can result in the keeper making unfair financial benefits.</p> <p>The French version is not strictly identical to the German or English versions and this can lead to misunderstandings.</p> <p>In addition, Appendix 5 allows the ownership of damaged wagons to be transferred. However, the conditions governing this are not clearly defined.</p> <p>The basis for the flat-rate calculation has hitherto been the price per kilo. This calculation method is outdated.</p>
<p>3.- Explain why the described problem can only be solved through the GCU contract</p> <p>Appendix 5 is an intrinsic part of the GCU; it can only be modified through the GCU.</p>	<p>4.- Outline why the problem should be solved as it is envisaged in the proposed amendment/addition</p> <p>The proposal, which is based on the previous proposal submitted by the UIC Wagon Users Study Group and UIP's suggestions, will lead to the following amendments:</p> <p>The wording of Appendix 5 will be open, allowing various calculation methods, provided that these are documented.</p> <p>In addition, there will be clear and comprehensive rules for the procedure as whole.</p>
<p>5.- Describe how the proposed amendment or addition will help to solve the problem</p> <p>The clearer version of Appendix 5 proposed hereafter will make the GCU easier to apply for the contracting parties.</p>	<p>6.- Evaluate the possible positive and negative impacts (operational, costs, administrative, interoperability, safety, competitiveness, etc.), using a scale from 1 (very low) to 5 (very high)</p> <p>With these amendments, GCU members will avoid misunderstandings, conflict and potential legal proceedings.</p> <p>No negative aspects.</p>

7 – Text proposal (amendments in *blue*)

APPENDIX 5 TO THE GENERAL CONTRACT OF USE

Calculating compensation for a wagon or bogie in the event of loss or damage

I. Compensation

Compensation for loss or damage to a wagon is paid in line with the residual value of the wagon. The keeper decides which of the two following principles shall be applied for calculating compensation:

A) specific residual value, justified by documentary proof of the actual damage sustained,

or

B) flat-rate residual value.

A) Calculation of specific residual value

The keeper shall indicate the specific residual value and provide documentary proof of that value.

B) Calculation of flat-rate residual value

1. Calculation of replacement value

The replacement value is the average value of a new, similar or comparable wagon at the time the loss or damage occurred. The keeper shall provide documentary proof of the replacement value.

2. Calculation of compensation

2.1 The amount to be paid as compensation as per articles 19.2 or 20.3 of the GCU is calculated in accordance with points 2.2 or 2.3 hereafter. In addition, a flat-rate sum shall be paid as per point 2.4.

2.2 First of all 4% per year of service (linear rate) shall be deducted from the replacement value determined in accordance with point B1, up to a maximum rate of 80% of the replacement value (compensation option 1).

When calculating the number of years of service, the year of construction and the year when the wagon was damaged or lost are counted as a single year.

2.3 Should the keeper decide to keep the wagon, 10% ~~of the replacement value according to point B1~~ shall be deducted from the amount to be paid as compensation calculated in accordance with point 2.2 (compensation option 2).

When the wagon is sent back to the keeper, the keeper may invoice the liable RU for the actual transport costs thus incurred, providing documentary proof of these costs. The amount to be invoiced as transport costs may not exceed 10% of the compensation payable as per point 2.3 (option 2).

2.4 A flat-rate sum of € 2000 shall be added to the compensation payable as per points 2.1 or 2.2 (amount payable for calculation by the keeper of compensation for loss or damage).

II. Compensation procedure

1. Loss

The keeper shall send to the RU an invoice complying with the principles laid out in point I, along with documentary proof that the wagon has been struck off the national vehicle register.

2. Damage

The keeper shall send to the RU an invoice complying with the principles laid out in point I.

On the invoice the keeper shall expressly state whether it wishes to transfer the wagon to the RU for scrapping or whether it wishes to keep the wagon. The RU must comply with that decision.

When the keeper has decided to transfer the wagon to the RU for scrapping, alongside the invoice it shall provide the RU with a document empowering the RU to scrap the wagon and collect any revenue arising thereby.

The RU is obliged to provide suitable documentary proof that wagon has been scrapped at the earliest possible date in order to allow the keeper to call for the wagon to be struck off the national vehicle register.

3. Persons acting for the parties

In this procedure the RU and keeper are represented by the individuals named in Appendix 1 to the GCU.

4. Customs formalities

The RU is obliged to handle any necessary customs formalities.

III. General rules

1. The aforementioned rules also apply to bogies.

2. All other rights and duties remain unaffected.