

**LAW OF GEORGIA  
RAILWAY CODE OF GEORGIA**

**Chapter I – General Provisions**

**Article 1 – Purpose and scope of the Code; State support for the development of rail transport**

1. This Code determines:

- a) economic, legal, organisational and technological bases for the functioning of rail transport, its place and role in the economy and social sector of Georgia; the Code also regulates legal relations arising during the use of railway services and determines the rights, obligations and responsibilities of participants of these relationships;
- b) terms and conditions for the provision of public railway transport services, as well as the rules and conditions for concluding a public service contract

2. This Code shall apply to the carriage of passengers, cargo, luggage, cargo-luggage and mail on public railroads.

3. The State shall promote the development of rail transport and the creation of favourable conditions for the functioning of this transport sector in view of its strategic and social roles.

*Law of Georgia No 6355 of 23 June 2020 – website, 1.7.2020*

**Article 2 – Definitions**

The terms used in this Code have the following meanings:

- a) local rail traffic (carriage and transportation) – carriage of passengers, cargo, luggage, cargo-luggage and mail within the territory of Georgia;
- b) non-public areas – closed and open warehouses, as well as land parcels specially allocated under the legislation of Georgia within or outside the territory of a railway station, which are not owned by the Railway or are leased to third parties by the Railway and which are used for loading, unloading, sorting and storage of cargo, luggage, cargo-luggage and mail;
- c) luggage – passenger's property carried in a luggage wagon;
- d) ticket – a tangible or electronic travel document that grants a passenger the right to travel by train and obliges the Railway to transport the passenger;
- e) overload – cargo loaded in a rail vehicle in the amount exceeding the established limit;
- f) carrier – a person who, based on a contract of carriage, carries passengers, cargo, luggage, cargo-luggage and mail by a rail vehicle owned by him/her/it;
- g) carriage documents – a ticket, luggage receipt, cargo-luggage receipt, waybill, manifest and other transport documents confirming the existence of a contract of carriage;
- h) right of way – the groundwork owned by the Railway, on which there are engineering and lineside structures, railway power supply and communications equipment, railway stations, protective afforestation and relevant facilities and structural railway units necessary for operation of the Railway;
- i) additional fee – a fee for the performance of operations (works) related to transportation, which is not included in a transportation tariff;
- j) protection zone – an area of land, as well as contiguous creeping soil, necessary to protect the structures, equipment and other facilities of the Railway and to ensure the density and stability of the groundwork;
- k) forwarder – a person who, based on a contract with a customer, provides services related to the carriage of cargo on its behalf and at the expense of the customer;
- l) wagon – an open or closed rail vehicle with metal wheels, equipped with all necessary means for being coupled with a train and intended for the carriage of passengers, cargo, luggage, cargo-luggage and mail;
- m) type of a wagon – a universal or special wagon intended for the carriage of cargo;
- n) bill of lading – a contract of carriage made in writing between the Railway and a consignor (consignee), which accompanies cargo for the entire route and contains data on the carriage of cargo as provided for by the Civil Code of Georgia and this Code;
- o) container – an article of transport equipment suitable for repeated use, which is designed to protect cargo in one or more modes of transport and fitted with devices to speed up loading, unloading or reloading of cargo;
- p) contracting party – a party to a contract which, within the range of an approach line, has its own warehouses and appropriate loading and unloading sites and rail tracks connected to them;
- q) track gauge – distance between rails;
- r) locomotive – a banking engine attached to rolling stock to draw a train or a wagon along a rail track;
- s) train – a series formed by wagons equipped with appropriate signals and/or other rail vehicles with one or more banking engine, also an automotive rail vehicle, which is sent to running lines;
- t) passenger – a person travelling by train and having a ticket;



- u) multimodal (combined) transport – carriage of cargo based on a single contract of carriage by at least two modes of transport and with a single transport document (carriage by successive carriers);
- v) approach line – a track intended for the service of certain persons and connected to the public railway network;
- w) pallet – a unit load or cargo placed on a pallet and wrapped in cellophane;
- x) couchette car – a berth corresponding to the category and class of the passenger car;
- y) Railway – an integrated enterprise equipped with all technical facilities necessary to convey passengers and haul cargo, luggage, cargo-luggage and mail, the services of which are provided by specialists operating those facilities and organising carriages. The activities of the Railway are regulated by the Law of Georgia on Entrepreneurs and other legal acts;
- z) station building – a complex of structures and equipment, which include buildings, pavilions, platforms with and without roofing, underpasses located at one or different levels, small architectural forms and visual communications;
- z1) railway station – a structural unit or branch of the Railway that is intended for the organisation of carriage of passengers, cargo, luggage, cargo-luggage and mail;
- z2) Railway Tariff Policy – a normative act defining the procedure for establishing and regulating transportation fees by the Railway;
- z3) structural units of the Railway – railway stations, passenger service offices, depots of locomotives and wagons, railcar operating department, loading and unloading operations mechanised divisions, track divisions, power supply, signalling and communications buildings and structures divisions, and other structural units intended for the organisation and provision of carriages;
- z4) territorial administration of the Railway – a structural unit of the Railway which organises and provides the carriage of passengers, cargo, luggage, cargo-luggage and mail within the district that it serves;
- z5) international carriage – transportation/dispatch of cargo with a single transport document to the customs areas of countries of destination or transit, by crossing the border of one or more countries, from any customs checkpoint of one country through one or more intermediate customs checkpoints of another country;
- z6) international railway transportation – conveyance of passengers and carriage of cargo, luggage, cargo-luggage and mail between Georgia and foreign states;
- z7) public places – closed and open warehouses, as well as areas of land specially allocated under the legislation of Georgia in the territory of a railway station, which are owned by the Railway and are used for loading, unloading, sorting and storage of cargo, luggage, cargo-luggage and mail;
- z7<sup>1</sup>) public railway track – a railway line on which railway stations are located and which may be used by any person;
- z7<sup>2</sup>) route shipment – the carriage of cargo with one bill of lading, the weight of which corresponds to the tonnage rating of the route;
- z7<sup>3</sup>) rail track – twin tracks on which trains move;
- z7<sup>4</sup>) rail transport – a transport sector;
- z7<sup>5</sup>) railway network – a mainline track with other tracks connected to it, including approach lines;
- z7<sup>6</sup>) rolling stock – railway rolling stock - locomotives, freight wagons, passenger cars, rolling stock with a control car and other special automotive and non-automotive railway rolling stocks intended for conducting carriage and for the functioning of the relevant infrastructure;
- z7<sup>7</sup>) border railway station – a railway station located at the state border of Georgia or on the territory of Georgia where border control and customs control of rail vehicles, cargo and other property is carried out;
- z7<sup>8</sup>) border control post – an area allotted at a border railway station where border and customs procedures related to movement across the border are carried out;
- z7<sup>9</sup>) freight wagon – a wagon intended for the carriage of cargo;
- z7<sup>10</sup>) dangerous goods – substances and/or articles determined by the normative acts of the Government of Georgia, which are classified according to the type of hazard and the carriage of which is prohibited or is allowed under certain conditions in accordance with the Appendix C on the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 an/or the Annex 2 to the Agreement on International Railway Freight Communications (CMFC) of 1 November 1951 of the Organisation for Co-operation between Railways;
- z7<sup>11</sup>) cargo-luggage – property carried by a passenger train or a postal baggage train;
- z7<sup>12</sup>) consignor – a person by whom or on whose behalf a contract of carriage of cargo, luggage, cargo-luggage and mail is entered into, or by whom or on whose behalf cargo, luggage, cargo-luggage and mail are delivered to the Railway according to a contract of carriage;
- z7<sup>13</sup>) cargo – property, including live animals, as well as containers, pallets or similar items, carriage or wrapping equipment, which are submitted for carriage by a consignor;
- z7<sup>14</sup>) declared value of cargo (luggage, cargo-luggage) – the value of cargo (luggage, cargo-luggage) declared by a consignor or a passenger, which is indicated in a bill of lading and demonstrates the consignor's or passenger's interest in this particular carriage;



z7 ) consignee – a person authorised to receive cargo, luggage, cargo-luggage and mail;

z7<sup>16</sup>) shortage of cargo – cargo loaded in a rail vehicle in the amount less than the established standard;

z7<sup>17</sup>) hand luggage – property belonging to a passenger which is to be carried by hand, and which may be freely accommodated in specially allocated places in a passenger car;

z7<sup>18</sup>) public rail transport services – services for the transportation of passengers and luggage by rail, which are regularly provided to the public without discrimination and for which there is a public economic interest;

z7<sup>19</sup>) competent body – the Ministry of Economy and Sustainable Development of Georgia, or other authorised body determined by the relevant administrative act of the Government of Georgia;

z7<sup>20</sup>) public service railway operator (railway operator) – any legal entity under public or private law, or a group of persons who provide public railway transport services on the basis of a public service contract;

z7<sup>21</sup>) public service obligation – a requirement set by a competent authority to ensure the provision of public rail transport services, taking into account the public economic interest, the provision of which is not in the commercial interest of a public service operator, and which the railway operator would not have provided at all without receiving a commercial benefit, or would not have provided in the same amount and/or with same conditions;

z7<sup>22</sup>) exclusive right – an exclusive right conferred on a public service railway operator on the basis of a public service contract, unlike any other public service railway operator, to provide public rail service exclusively in a certain direction, on a specified railway network, or territory;

z7<sup>23</sup>) public service compensation (compensation) – the amount provided for by the State Budget of Georgia, which is to be paid by a competent body to the public service railway operator in exchange for the performance of the public service obligation within the framework of a public service contract;

z7<sup>24</sup>) public service contract – an agreement concluded between a competent authority and a public service railway operator, which obliges a railway operator to fulfil its public service obligation, in exchange for which a railway operator is entitled to receive public service compensation from a competent body;

z7<sup>25</sup>) direct conferral – to confer a right on the public service railway operator to conclude a public service contract directly, without a competitive selection procedure, or tender procedure.

z7<sup>26</sup>) the Agency – Legal Entity under Public Law called the Rail Transport Agency operating within the system of the Ministry of Economy and Sustainable Development of Georgia;

z7<sup>27</sup>) train driver (driver) – person who has a train driver licence and a train driver certificate and can independently, safely and with relevant responsibility drive trains, including locomotives, shunting locomotives, rolling stocks with control cars, special self-propelled rolling stocks, service trains, railway vehicles and equipment intended for maintenance, and trains intended for transportation of passengers/carriage of cargo;

z7<sup>28</sup>) railway system – the system which includes railway infrastructure and a rolling stock, which is drawn on that infrastructure;

z7<sup>29</sup>) infrastructure manager – a legal entity in charge of the arrangement of railway infrastructure, its control and maintenance, including the control of movement, as well as signalling, and the management and control system of drivers, the railway network or a part thereof. The functions of the infrastructure manager may be delegated to another person;

z7<sup>30</sup>) railway undertaking/carrier – a legal entity whose activity is carriage of cargo by rail and/or transportation of passengers, provided that it ensures the drawing of trains. A legal entity which only ensures drawing trains shall also be considered a railway undertaking;

z7<sup>31</sup>) train driver certificate – a document issued by the railway undertaking or the infrastructure manager, in which a relevant infrastructure (part of the infrastructure) and a rolling stock is indicated where the owner of that document is authorised as a driver;

z7<sup>32</sup>) training centre – a legal entity carrying out the professional training of drivers under a relevant status granted by the Agency;

z7<sup>33</sup>) train driver licence – a document issued by the Agency, certifying that the relevant person complies with the requirements determined by the legislation of Georgia;

z7<sup>34</sup>) applicant – an interested person seeking to obtain a train driver licence or a train driver certificate in accordance with the legislation of Georgia;

z7<sup>35</sup>) railway accident – an undesirable, unintentional and unexpected event or a combination of such events, which causes damage. Railway accidents are divided into the following categories: collision of trains, derailing of a train, a railway accident taking place on railway underpasses, and a railway accident which struck a person during the movement of a rolling stock due to fire or other factors causing damage to his/her health, if it is not a major railway accident;

z7<sup>36</sup>) major railway accident – collision of trains or derailing of a train causing the death of at least one person or severe bodily injuries to five or more persons, collision of trains or derailing of a train causing significant damage to a rolling stock, railway infrastructure or the environment, as well as other similar accidents affecting the regulation and control of



railway safety;

z7<sup>37</sup>) incident – occurrence, which is not qualified as a railway accident or a major railway accident but affects the safety of railway movement;

z7<sup>38</sup>) safety certificate – a certificate issued by the Agency in accordance with the legislation of Georgia, which certifies the introduction of a safety management system by the railway undertaking and the availability of its safe operation within the intended operational area;

z7<sup>39</sup>) safety authorisation – authorisation granted in accordance with the legislation of Georgia certifying the introduction of a safety management system by the infrastructure manager which, in turn, shall include the rules and procedures required for safe design, maintenance and operation (including the maintenance and operation of the signalling, management and control systems) of the railway infrastructure;

z7<sup>40</sup>) railway infrastructure – components/details of the railway infrastructure listed in the Annex to this Code.

*Law of Georgia No 1872 of 1 July 2005 – LGH I, No 41, 19.7.2005, Art. 295*

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

*Law of Georgia No 5947 of 27 March 2012 – website, 12.4.2012*

*Law of Georgia No 6146 of 8 May 2012 – website, 25.5.2012*

*Law of Georgia No 6355 of 23 June 2020 – website, 1.7.2020*

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

### **Article 3 – Legislation of Georgia on rail transport**

1. The operation of rail transport is regulated by the Constitution of Georgia, the treaties and international agreements of Georgia, this Code and other normative acts of Georgia.

2. Military railway transportation is organised and provided according to relevant normative acts.

### **Article 4 – Property owned by the Railway**

The property owned by the Railway includes rolling stocks, rail and power facilities, communication and signalling equipment, loading and unloading machinery, buildings and structures and other property that are recognized assets of the Railway.

### **Article 5 – Land owned by the Railway**

1. The land owned by the Railway includes the land allotted for rail tracks and structural units of the Railway, including the right-of-way and protection zone.

2. A right-of-way is determined according to established standards and design documents in such a way that the space of each outer side of the public railway track is not less than 20 m. According to the established standards and design documents, the Railway may determine a right-of-way that will have a distance of less than 20 m on both outer sides of the public railway track.

3. The procedure for determining a protection zone and the conditions for using it are defined by the legislation of Georgia.

*Law of Georgia No 5000 of 20 June 2007 – LGH I, No 26, 11.7.2007, Art. 234*

### **Article 6 – Management of rail transport**

1. Rail transport is managed as determined by the legislation of Georgia.

2. (Deleted 1.7.2005, No 1872).

3. An annual cost estimate of the Railway, business plans, including investment and financial programmes, and procedures for the distribution of net profits after taxes shall be prepared and approved by a meeting of partners of the Railway in accordance with the legislation of Georgia.

*Law of Georgia No 1872 of 1 July 2005 – LGH I, No 41, 19.7.2005, Art. 295*

### **Article 6<sup>1</sup> – Implementation of state policy in the field of railway transport and regulation and supervision of the field**

1. The state policy in the field of railway transport shall be implemented by the Ministry of Economy and Sustainable Development of Georgia.

2. The Agency shall regulate and supervise the field of railway transport within the power granted by the legislation of Georgia.

3. To ensure safety in the field of railway transport, the Agency shall carry out technical regulation of this field in accordance with the legislation of Georgia.

4. The Agency shall carry out/perform authorities/duties provided for by other legislative and subordinate normative acts.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

## **Chapter II – Organisation of carriage by the Railway**



## **Article 7 – Rights and obligations of parties during carriage**

1. The Railway shall be obliged to convey passengers and haul cargo with a public service contract, as well as luggage, cargo-luggage and mail if:
  - a) a passenger or a consignor complies with the requirements of this Code, the Rules on the Carriage of Cargo by Rail and the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail;
  - b) carriage may be performed with the use of the available personnel and rail vehicles, in compliance with requirements established by the legislation of Georgia;
  - c) unavoidable circumstances do not impede carriage;
  - d) the cargo, luggage, cargo-luggage, and mail submitted for carriage has not been included in the list of cargo, luggage, cargo-luggage, and mail, the transportation of which is prohibited or allowed under certain conditions according to the Rules on the Carriage of Cargo by Rail and the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.
2. Prior to the carriage of cargo, a customer may request information about the rail vehicle, equipment and its operating conditions.
3. The Railway shall only accept for carriage such cargo that can be hauled without impediment.
4. The Railway shall not be obliged to accept for carriage such cargo that requires special devices for loading, unloading or reloading if such devices are not available at the relevant railway station.
5. To use the services of the Railway, a customer may enter into a contract with the Railway on the performance of additional services (works) related to the transportation, for appropriate payment, unless this contravenes the requirements of this Code and other normative acts.
6. The Railway may, together with the consignor and the consignee concerned, impose special conditions for the carriage of cargo and determine the responsibility of the parties according to the procedures and within the limits established by the legislation of Georgia for non-compliance with these conditions.
7. The Railway shall provide a passenger and a consignor (consignee) with necessary and true information about its services (works) according to this Code and other normative acts of Georgia. Such information shall be announced (published) in the Georgian language; however, if necessary, it may also be announced (published) in a foreign language, taking into account the interests of the local population and aliens staying in Georgia.

*Law of Georgia No 6355 of 23 June 2020 – website, 1.7.2020*

## **Article 8 – Vehicles and equipment used for carriage by the Railway**

1. Passengers, cargo, luggage, cargo-luggage and mail shall be carried by means of vehicles and equipment owned by the Railway and by other persons.
2. Vehicles and equipment intended for the carriage of passengers, cargo, luggage, cargo-luggage and mail by public railway tracks shall, irrespective of their form of ownership, meet the requirements of the Railway Operating Rules and established norms and standards, whereas newly constructed rolling stocks shall have certificates confirming their compliance with current requirements.

## **Article 9 – Railway stations**

1. Railway stations shall perform services (works) related to the acceptance, loading, unloading and release of cargo, as well as to the carriage of passengers, luggage, cargo-luggage and mail.
2. The Railway shall carry passengers, cargo, luggage, cargo-luggage and mail between the railway stations intended for performing relevant services (works).
3. In order to process carriage documents and to ensure that the transportation cost and the fee for the performance of other services (works) are paid by passengers and consignors (consignees), cargo divisions, cargo and ticket offices and other relevant offices shall be established at railway stations.
4. The Railway shall make decisions on the opening and closure of railway and define the list of services (works) to be performed by railway stations.

*Law of Georgia No 4853 of 5 June 2007 – LGH I, No 21, 18.6.2007, Art. 176*

*Law of Georgia No 6968 of 15 July 2020 – website, 28.7.2020*

## **Article 10 – Railway transportation cost**

Tariffs for the carriage of passengers, cargo, luggage, cargo-luggage and mail by the Railway and additional fees shall be established as determined by the legislation of Georgia in consideration of the interests of the parties involved in the carriage, recognised international practice and experience, and general principles of the tariff policy in the field of transport.

*Law of Georgia No 1872 of 1 July 2005 – LGH I, No 41, 19.7.2005, Art. 295*

## **Article 11 – Bases for the carriage of cargo by the Railway**

1. The Railway shall haul cargo on the basis of a contract of carriage (bill of lading, etc.).
2. If specific conditions for the carriage of cargo are not provided for by the legislation of Georgia, such conditions shall be



determined in a contract of carriage.

## **Article 12 – Bill of lading**

1. On the basis of a bill of lading, the Railway undertakes an obligation to deliver the cargo accepted from a consignor to a railway station of destination and hand it over to a consignee in compliance with the conditions of carriage, whereas the consignor is obligated to pay the established transportation cost and the fee for the performance of other services (works).
2. The form and details of a bill of lading and the procedure for completing a bill of lading is defined by the Civil Code of Georgia and the Rules on the Carriage of Cargo by Rail.
3. A bill of lading is made out to a consignee, endorsed by the consignor and the Railway and handed over to the consignee together with the cargo at the railway station of destination.
4. The date of acceptance of cargo for carriage shall be considered the date stamped on a bill of lading by a date stamp of the Railway.
5. In order to confirm the acceptance of cargo for carriage, the Railway shall hand over one copy of the bill of lading and a cargo acceptance receipt to the consignor.
6. When submitting cargo for carriage, a consignor shall submit, for each parcel of cargo, a duly completed bill of lading and other documents required by the relevant normative act.
7. A consignor shall be responsible for the correctness of data entered into a bill of lading by it or at its request, for damage caused due to incorrect or incomplete data indicated in a bill of lading, and for the shipment of such cargo the transportation of which is prohibited.
8. The Railway may perform a random check of the accurateness of the cargo weight and other data indicated in a bill of lading by the consignor.

## **Article 13 – General agreements (contracts) on the organisation of the carriage of cargo and passengers by the Railway**

1. If necessary, the Railway and a consignor may enter into a long-term general agreement (contract) on the carriage of cargos defining the volume of the cargo to be transported, time for the submission of the cargo, vehicles to be allotted and other conditions that are not provided for by this Code and the Rules on the Carriage of Cargo by Rail.
2. On the basis of a general agreement (contract) referred to in paragraph 1 of this article, the Railway shall accept cargo for carriage in the agreed amount and the consignor shall present the cargo for carriage within the agreed time limits.
3. The Railway may enter into a long-term general agreement (contract) with a relevant person for the carriage of passengers defining the requirements related to the conveyance of passengers, the amount of the conveyance fee and other terms and conditions.

## **Article 13<sup>1</sup> – Dangerous goods**

1. The procedure for carriage of dangerous goods by railway shall be approved by a normative act of the Government of Georgia.
2. The railway shall be authorised to carry dangerous goods within the territory of Georgia in accordance with the Appendix C on the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 and/or the Agreement on International Railway Freight Communications (CMFC) of 1 November 1951 of the Organisation for Co-operation between Railways.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

## **Article 14 – Loading, reloading and sorting of cargo**

1. Cargo to be hauled may be loaded, unloaded or sorted both in public and non-public places.
2. To ensure unhindered handling of carriages (containers) and safety of cargo and of a rolling stock, owners of public and non-public places shall equip them with appropriate structures and equipment meeting environmental and fire safety requirements.
3. Cargo shall be loaded on and unloaded from wagons and carrier trucks and sorted by:
  - a) the Railway – at the request of a consignor (consignee), in public places, if there are appropriate mechanisms and equipment available, except for: dangerous or perishable goods; raw products of animal origin; units of cargo weighing more than 0.5 tonnes that is to be carried in a closed wagon; oversize, liquid, bulk or loose cargo that is hauled in a special rolling stock. In those cases, a consignor (consignee) shall pay the Railway an agreed fee for loading and unloading and sorting of the cargo;
  - b) by a consignor (consignee) – In public and non-public places, unless the Railway has undertaken an obligation to load, unload and sort the cargo.
4. Cargo shall be loaded on and unloaded from containers and sorted by a consignor (consignee). The Railway may, at the request of a consignor (consignee), ensure the loading, unloading and sorting of the cargo if it has appropriate mechanisms and devices available.
5. In the case of *force majeure* (fire, snow, snowdrift, flood, military operations, epidemic, etc.) and other circumstances impeding carriage, the Railway may restrict or stop the loading of cargo and shall immediately notify in writing the respective executive authority and the railway station of destination, specifying the periods of restriction or stoppage of



loading.

6. A consignor shall, upon an appropriate written request from the head of the railway station, cease the submission of cargo for carriage or restrict the loading in prohibited directions.

7. The shortage of cargo originated due to the restriction or stoppage of the loading of cargo shall be filled according to the Rules on the Carriage of Cargo by Rail.

8. Cargo shall be loaded on wagons (containers) in compliance with the technical standards of loading and its weight shall not exceed the maximum load capacity of the wagon (container).

9. Cargo shall be placed and fixed in wagons (including in open rolling stocks) and containers in compliance with technical requirements. The list of the cargo that may be carried in an open rolling stock, and of loose and bulk cargo, is defined in the Rules on the Carriage of Cargo by Rail.

10. Materials, packaging means and other equipment necessary to load, fix and haul cargo shall be installed (when loading) and uninstalled (when unloading) by a consignor (consignee) or by the Railway, depending on who is responsible for loading and unloading the cargo. Such equipment shall be provided by the consignor, and a note to that effect shall be made by the consignor in the bill of lading. The equipment shall be handed over to the consignee together with the cargo at the railway station of destination.

11. A consignor shall be responsible for the damage caused by incorrect loading, unloading and sorting of cargo.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

## **Article 15 – Cargo weight**

1. When cargo is submitted for carriage, a consignor shall indicate the weight of the cargo in the bill of lading, which is determined by means of weighing, stencils, the Standard, calculation, measurement or conditionally. Cargo weight shall not be determined by means of calculation or measurement if filling a wagon (container) with the cargo until its full capacity may result in exceeding the wagon's (container's) maximum load capacity.

2. When loading cargo, its weight shall be determined by:

- a) the Railway – at public places if the Railway loads the cargo at the request of a consignor;
- b) a consignor – at public and non-public places.

3. As a rule, the consignor determines cargo weight by means of stencils, the Standard, calculation, measurement or conditionally. The Railway weighs cargo for a corresponding fee at the request of the consignor.

4. The conditions for determining the weight and amount of cargo and for indicating this information in a bill of lading are defined in the Rules on the Carriage of Cargo by Rail.

5. To weigh cargo, the Railway shall have the necessary quantity of weighing machines at public places and a consignor (consignee) at public and non-public places, including seaports.

6. Weighing machines shall be inspected and marked by the State in an established manner. On a contractual basis, the Railway may provide technical support (departmental control, repair, test check) for weighing machines owned by a consignor (consignee) and other persons.

7. If a railway station located en route detects overloading in a wagon (container), the excess load shall be unloaded from the wagon (container). The Railway shall immediately request instructions from the consignor (consignee) as to how to dispose of the excess cargo. The consignor (consignee) shall pay the Railway a corresponding fee for carrying, unloading and storage of excess cargo.

## **Article 16 – Planning of the carriage of cargo**

1. The Railway shall prepare annual and quarterly indicative plans, which shall be prepared according to the requests for transportation filed by consignors. The form of a request for transportation and the procedure for completing, submitting, performing and registering the requests for transportation are defined in the Rules on the Carriage of Cargo by Rail.

2. In the case of local carriage, a consignor shall submit a request to the Railway not later than 10 days before loading the cargo, and in the case of international or direct combined carriage, not later than 15 days before the beginning of a calendar month. Requests for the transportation of additional amounts of cargo and of cargo not provided for by the plan shall be submitted within the same time limits.

3. The Railway shall transport cargo intended for the elimination of the consequences of emergency situations upon receipt of the cargo.

4. A request shall be submitted to the Railway in triplicate. The request shall contain: in the case of international carriage – the volume of transport, the type of cargo, the railway (country) of destination and loading date, and in the case of local carriage, the type of cargo, the railway station of destination and loading date. One copy of the request with the date of receipt indicated on it, shall be sent to the consignor, the second copy shall be sent to the sending railway station, and the third copy remains with the Railway.

5. The Railway shall decide either to satisfy the request or to give a well-grounded refusal to satisfy the request and notify the consignor of this decision within 10 days after receiving the request, according to the Rules on the Carriage of Cargo by Rail.

6. If a consignor modifies a request, which entails the distribution of the carriage of cargo by changing the railways and railway stations of destination, the consignor shall additionally pay 5% of the cost of transportation in changed wagons



(containers) where the general request is performed, and 10% where the general request is not performed.

7. The manager of a railway station shall, together with a consignor and not later than three days before the request is performed, enter the data necessary for the performance of the request in a registration card, which shall be signed by the manager of the railway station and the consignor at the end of each accounting day. The form and details of a registration card are defined in the Rules on the Carriage of Cargo by Rail.

8. At the request of a consignor, the Railway may:

- a) allow the consignor to transport cargo within one railway station after paying the established fee. Such transportation shall be specified in the request and counted towards the volume of the overall transportation performed;
- b) replace a closed vehicle stipulated in the request with an open vehicle if the Rules on the Carriage of Cargo by Rail allow the transportation of such cargo by an open vehicle, or replace an open rolling stock of one type with another;
- c) change the railway (country) and railway station of destination specified in the request.

## **Article 17 – Procedure for the carriage of cargo**

1. Cargo may be carried as a route shipment in a group of wagons, a wagon, container parcels or small parcels, according to the Rules on the Carriage of Cargo by Rail.

2. Cargo shall be carried with a loaded speed or high speed defined in the Rules on the Carriage of Cargo by Rail.

3. The procedure for determining the speed of carrying cargo and the railway directions in which cargo may be hauled with high speed shall be determined by the Railway.

4. The speed of carrying the cargo shall be chosen and indicated in the bill of lading by the consignor. If the carriage of cargo requires a high speed, the consignor shall specify this in the bill of lading.

5. The Railway may, in the case of local carriage, determine sections within which cargo may be carried at high speed.

6. Cargo shall be hauled by narrow-gauge rail tracks or rail tracks with any other width according to the Rules on the Carriage of Cargo by Rail.

## **Article 18 – Cargo (luggage, cargo-luggage) with a declared value**

1. A consignor may submit for carriage cargo (luggage, cargo-luggage) with a declared value. The consignor shall declare the value of goods submitted for carriage, in particular the value of precious metals (gems) and jewellery made of them, works of art, artefacts, antiques (including carpets), equipment and tools, video and audio equipment, computer and copying machines and household items (that are carried without an attendant).

2. A consignor shall pay a fee defined by the Rules on the Carriage of Cargo by Rail for the declaration of the value of cargo (luggage, cargo-luggage).

3. The value of any other cargo (luggage, cargo-luggage), other than the one defined in paragraph 1 of this article, may also be declared. In that case, the respective fee shall be paid on a contractual basis.

## **Article 19 – Preparation of cargo for carriage**

1. Before submitting cargo for carriage, a consignor shall prepare it for carriage to ensure safe movement and fire safety of vehicles, the safety of the cargo, wagons and containers, and the optimal use of the load capacity of wagons and containers. The tare, packaging and quality of the cargo shall comply with state standards and technical requirements.

2. The quality, tare and packaging of perishable goods submitted for carriage shall comply with the Rules on the Carriage of Cargo by Rail and shall ensure its safety for the period of carriage specified by the consignor in the certificate of quality.

3. The Railway, consignors (consignees) and forwarders handling the dispatch and receipt of dangerous goods shall ensure their safe carriage. Consignors (consignees) and forwarders shall have the facilities necessary to eliminate the consequences of emergency situations and accidents during transportation, also mobile units and ensure their immediate deployment to the site of an accident. This requirement shall also apply to the carriage of safe cargo.

4. If consignors (consignees) and forwarders have paid the value of the cargo, they shall be obliged to compensate damage caused by emergency situations, environmental pollution and delay in the movement of the train due to their fault and the expenses connected with the elimination of the consequences of the accident.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

## **Article 20 – Allocating vehicles and submitting cargo for carriage**

1. Based on a request for transportation, contract of carriage or one-time permission for the allocation of a wagon (container), the Railway shall, within the established time limit, allocate a wagon (container) for the loading of cargo suitable for the carriage of cargo, clean from cargo residue and rubbish and, if necessary, washed and disinfected.

2. An unclean vehicle may be delivered for the loading of cargo with the consent of a consignor. In such case, the consignor shall clean the vehicle, provided that the Railway covers the expenses incurred by the consignor. By agreement of the parties, the consignor shall be allotted sufficient time to clean the wagon (container).

3. A railway station shall notify a consignor of the time when a wagon (container) will be allocated for the loading of cargo not later than two hours before the allocation of the wagon (container).

4. If liquid cargo is to be poured into a tank car or a hopper wagon owned by the Railway, the tank car or the hopper



wagon shall be prepared by the Railway or the consignor at the expense of the Railway according to the contract entered into between them.

5. If liquid cargo is to be poured into a specialised tank car that is not owned by the Railway or is transferred for use to third parties by the Railway, such specialised tank car shall be prepared by the consignor.

6. Before pouring liquid cargo into a tank car, the hermeticity of the tank car and technical integrity of its fittings and of universal loading equipment shall be inspected according to the Rules on the Carriage of Cargo by Rail.

7. The commercial suitability of a wagon for the carriage of cargo (the existence of a peculiar odour or other similar factors in a wagon (container) that affect the state of the cargo during the loading or carriage, as well as specific features of interior structures of the wagon (container) body and the state of cargo sections) shall be determined by the party responsible for the loading of cargo in a wagon, or by the consignor if cargo is to be loaded in a container.

8. A consignor may refuse to load the cargo in an unserviceable vehicle delivered for the carriage of cargo, and the Railway shall replace it with a serviceable wagon (container).

9. If a wagon (container) is allocated for the loading of cargo on an approach line, the Railway shall determine the technical suitability of the wagon (container) for loading of the cargo to be dispatched.

## **Article 21 – Sealing of loaded wagons and containers**

1. A loaded wagon or container shall be sealed with a locking and sealing device or a seal of the Railway if the cargo has been loaded by the Railway, or with a control and locking device or a seal of a consignor (port) if the cargo has been loaded by a consignor (port).

2. A closed wagon or container intended for the carriage of personal (household) goods of natural persons shall be sealed by the Railway or the forwarder at the consignor's option and expense.

3. The list of the cargo that may be carried in an unsealed wagon or container, and the conditions for mounting locking and sealing devices on a wagon or container are defined in the Rules on the Carriage of Cargo by Rail.

4. If a wagon or a container is opened for the purpose of inspection in connection with the movement of goods across the customs border, a new seal shall be affixed and a locking and sealing device shall be mounted by the Revenue Service – a legal entity under public law ('the Revenue Service') under the Ministry of Finance of Georgia.

5. The Railway shall provide a consignor (consignee) with locking and sealing devices and facilities for unmounting them, for which the consignor (consignee) shall pay a respective fee.

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

*Law of Georgia No 5947 of 27 March 2012 – website, 12.4.2012*

## **Article 22 – Payment procedure**

1. The transportation cost shall be determined taking into account the distance of the shortest route to the railway station of destination, even if this distance has been increased by the Railway. The distance of the shortest route is defined by the Rules on the Carriage of Cargo by Rail.

2. A consignor shall pay in advance the transportation cost and a fee for the performance of other services (works) related to the transportation of cargo, before shipping the cargo from a railway station, unless otherwise provided for by this Code or by a contract of carriage. The Railway may suspend the dispatch of the cargo until the transportation cost is paid.

3. The allocation of a wagon (container) for further loading shall be suspended until the cargo transportation cost and the fee for other related services (works) are paid.

4. In the case of local carriage, the Railway may, in agreement with a consignor (consignee), decide that the cargo transportation cost and the fee for the performance of other related services (works) is to be paid at the destination railway station if a guarantee has been received for payment. In the case of such an agreement, the responsibility of the parties for the breach of obligations shall be taken into consideration.

5. A consignee shall perform final payment of the cargo transportation cost and of the fee for the performance of other related services (works) after the cargo is delivered to the destination railway station.

6. A cargo transportation cost and a fee for the performance of other related services (works) shall be paid as determined by the legislation of Georgia. The deadline for the payment of the cargo transportation cost and of the fee for the performance of other related services (works) at the dispatching railway station shall be the date of receipt of cargo for carriage, and at the destination railway station, the date of the release of the cargo to the consignee, which is indicated in the bill of lading.

7. The owner of the cargo or the forwarder shall be responsible for detaining a wagon (container) and storage of cargo in the wagon (container) until payment of the transportation cost and the fee for the performance of other related services (works), and shall pay the fee for the use of the wagon (container) for the entire period of detention.

## **Article 23 – Determining a fee for the use of a wagon (container)**

1. For the period starting from the moment when the Railway allocates a wagon (container) to a consignor (consignee) or a forwarder for unloading or loading cargo up to the moment when it is returned to the Railway, the consignor (consignee) or the forwarder shall pay a fee for the use of the wagon (container) and shall reimburse the Railway for the cargo storage expenses incurred due to delayed return of the wagon (container).



2. If a consignor (consignee) delays the receipt of its own wagon, or of a wagon acquired from the Railway with the right to use, the consignor (consignee) shall, for the period that the wagon (container) remains on a public railway track, pay half of the fee charged for the use of the wagon (container).
3. A fee for the use of a refrigerator section, refrigerator wagon or a refrigerator train shall be determined taking into account the time of loading (unloading) of such section or of the last wagon of the train.
4. A fee for the use of a wagon (container) on a narrow-gauge track is reduced by 50%.

#### **Article 24 – Changing the place of delivery (address)**

1. The Railway changes the place of delivery (address) – the consignee or the railway station of destination, based on a written application of the consignor (consignee). A place of delivery shall be changed upon payment of the established fee, according to the Rules on the Carriage of Cargo by Rail.
2. A person, based on whose application the place of delivery is changed, shall be responsible to the initial consignee for the consequences caused by this change and shall organise settlement between the consignor, the initial consignee and the actual consignee.
3. A place of delivery that is subject to customs control may only be changed with the consent of the relevant customs authority. If the carriage of such cargo poses a threat to human life and health, environment, and the movement and fire safety of the train, the place of delivery may be changed without the consent of the customs authority, of which this authority shall be notified by the Railway.

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

*Law of Georgia No 5947 of 27 March 2012 – website, 12.4.2012*

*Law of Georgia No 4926 of 28 June 2019 – website, 4.7.2019*

#### **Article 25 – Time limit for the delivery of cargo to the place of destination**

1. The Railway shall deliver cargo to the place of destination within the established time limit. The time limit for the delivery of cargo to the place of destination and the procedure for its calculation is defined in the Rules on the Carriage of Cargo by Rail and in international agreements (treaties) in the field of rail traffic.
2. A contract of carriage entered into between the Railway and a consignor (consignee) may provide for a time limit other than the one determined in paragraph 1 of this article, unless this contradicts the Rules on the Carriage of Cargo by Rail and international agreements (treaties) in the field of rail traffic.
3. A time limit for the delivery of cargo to the place of destination shall be calculated from 24:00 of the day when cargo is received for carriage. The dispatching railway station shall indicate the date of receipt of cargo for carriage and the date of delivery of cargo to the place of destination in the bill of lading and in the documents confirming the receipt of cargo, which are issued to the consignor.
4. Cargo shall be considered to be delivered to the place of destination within the established time limit if:
  - a) the cargo was unloaded at the destination railway station by the Railway or if the loaded wagon (container) was delivered to the consignee for unloading at the destination railway station before expiry of the established time limit;
  - b) the loaded wagon (container) arrived at the destination railway station before expiry of the established time limit and the delivery of the loaded wagon (container) to the site of unloading has been delayed by the consignee due to a failure to pay the fee for the reservation of an unloading site, for the transportation cost or for the performance of other related services (works);
  - c) the delivery of cargo (wagon, container) to the destination railway station is delayed because of the consignee (its own approach line is occupied or there is no free storage space at the terminal, etc.) or because the track of the destination railway station is occupied or when the Railway has to detain the cargo at a railway station located en route. Where the delivery of cargo to the place of destination is delayed, an act of a general format shall be drawn up, on the basis of which the consignee or the forwarder shall, according to the contract of carriage, pay the fee to the Railway as determined by Article 50 of this Code.
5. The Railway shall notify the consignee of the delivery of the cargo to the destination railway station. Where the Railway is not able to notify the consignee of delivery of the cargo through the fault of the consignee, the consignee shall be responsible for the delay of the wagon (container) and storage of the cargo.
6. The Railway shall, through the consignee (consignor), notify the Revenue Service of the delivery or dispatch of the cargo subject to customs control to or from a railway station.
7. The Railway shall notify the consignee of the time when a wagon (container) will be delivered for unloading not later than two hours before the delivery.
8. The Railway may, on the basis of a contract of carriage, give prior notice to the consignee of the delivery of cargo.

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

*Law of Georgia No 5947 of 27 March 2012 – website, 12.4.2012*

#### **Article 26 – Releasing cargo**

1. At the destination railway station, cargo shall be released to the consignee indicated in the document of carriage after the transportation cost and the fee for the performance of other related services (works) are fully paid. The consignee



shall, after presenting the appropriate power of attorney, confirm the receipt of cargo by signing the waybill.

2. If a consignee or a forwarder does not pay the transportation cost and the fee for the performance of other related services (works), the Railway may detain the cargo, of which it shall notify the consignor in writing and the consignor shall dispose of the cargo within four days after receipt of such notice. If within the above period of time the consignee or the forwarder fails to pay the indebtedness, and the consignor fails to dispose of the cargo, the Railway may sell the detained cargo. The following shall not be subject to sale:

- a) special cargo for state and defence purposes (including military purposes);
- b) cargo, the transportation cost of which and the fee for the performance of other related services (works) are paid at the destination railway station according to Article 22 of this Code;
- c) cargo seized by customs authorities and other bodies authorised to exercise state control, and the cargo the receipt of which was refused by the consignee (consignor) or the forwarder in favour of the State. In that case, the transportation cost and the fee for the performance of other related services (works) shall be paid by these authorities from the amount generated from the sale of the cargo.

3. If the name of cargo that has been delivered to the consignee does not correspond to the name stated in the bill of lading, the consignee shall receive it from the railway station and ensure its storage until the matter is resolved with the consignor. If the consignee refuses to receive the cargo, the consignor may dispose of the cargo without presenting the first copy of the bill of lading. If the consignee fails to receive the cargo and the consignor fails to dispose of the cargo, the Railway may immediately unload the cargo and store it at the expense of an authorised person. The Railway may sell the cargo without waiting for instructions from the authorised person if the cargo is perishable, or if such decision is justified due to the state of the cargo or if the storage expenses exceed the value of the cargo. The Railway may also sell cargo in other cases unless it receives instructions from either party within a specified period of time.

4. A consignee may refuse to receive cargo only if the damage or spoilage of the cargo has caused the deterioration of its quality to such extent that it will be impossible to fully or partially use it for its intended purposes.

5. If cargo is spoiled due to the failure of the consignee or the forwarder to unload the wagon (container) on time or to take the cargo out of the railway station on time, or due to the detention of the wagon through the consignee's fault on an approach line or at a railway station, property liability shall rest with the consignee or the forwarder respectively.

6. In the case of receipt of cargo at public places, a consignee shall receive its cargo and take it out of the railway station.

7. If a wagon (container) is unloaded with delay or a consignee delays in taking cargo out of a railway station and for these reasons technical difficulties occur at the railway station, the consignee shall pay the Railway a fee for the storage of unloaded cargo and for the use of the wagon (container) in an amount determined by the Railway Tariff Policy.

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

*Law of Georgia No 4926 of 28 June 2019 – website, 4.7.2019*

### **Article 27 – Procedure for the storage and release of cargo at the destination railway station**

1. Cargo is stored and released at the destination railway station according to the Rules on the Carriage of Cargo by Rail.

2. Cargo is kept free of charge at the destination railway station for 24 hours. This period shall be calculated from 24:00 of the day when the wagon (container) is unloaded by the Railway with its own means or when the wagon (container) is delivered to the unloading site with the consignee's means. A relevant fee is determined for the storage of cargo at a railway station for a longer period, which shall be paid to the Railway by the consignee or the forwarder, or a person authorised to receive the cargo.

3. When releasing cargo at the railway station of destination, the Railway shall check its state, weight and the number of units of cargo if:

- a) the cargo has been delivered in a defective wagon (container), with damaged locking and sealing devices or in a wagon (container) with locking and sealing device of a different railway station;
- b) after being carried in an open rolling stock, the cargo has been delivered with signs of damage, spoilage or loss;
- c) perishable goods have been delivered to the place of destination without observing the term of delivery or the temperature determined for the carriage of perishable goods in refrigerator wagons;
- d) the cargo has been loaded by the Railway;
- e) the cargo has been unloaded by the Railway at public places;
- f) there are such conditions that may affect the state and weight of the cargo placed in tare or of the units of cargo.

4. Except as provided in paragraph 3 of this article, when releasing cargo at the destination railway station, the Railway shall check the state and weight of the cargo only in the damaged tare (packaging).

5. If the Revenue Service's seals are found on a wagon (container), the Railway shall not check the state, weight and the number of units of cargo, except as provided for by paragraph 3 of this article, of which the Railway shall notify the Revenue Service.

6. When releasing cargo at the destination railway station, its weight shall be checked in the same way as the weight of the cargo at the time of loading. If the consignee or the railway station of destination does not have a wagon weighbridge, loose and bulk cargo delivered to the railway station of destination without signs of loss shall be released without checking.

7. Cargo weight shall be considered correct if the difference between the weight determined at the destination railway



station and the weight determined at the dispatching railway station does not exceed the natural loss of the cargo weight and the marginal rate of discrepancies between net weight determining machines that are determined by the Rules on the Carriage of Cargo by Rail.

8. On the basis of a contract of carriage, the Railway may participate in the checking of the state, weight, and the number of units of cargo.

9. If the check of the state, weight and the number of units of cargo reveals a shortage or damage (spoilage) of cargo, or this fact is indicated in the carrier's statement prepared by a railway station located en route, the destination railway station shall determine the actual extent of damage, spoilage or shortage of cargo and issue a carrier's statement.

10. If necessary, the Railway shall, on its own initiative or at the request of the consignee, invite experts and specialists for the check.

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

### **Article 28 – Obligations of the Railway and consignees after unloading cargo**

1. After unloading the cargo, the wagon (container) shall be cleaned inside and outside, fixing devices shall be removed, and irremovable fixing devices shall be put in order, including horizontal bars, and doors and drop bottoms shall be closed. The fulfilment of these obligations shall be ensured by:

a) the Railway if the cargo has been unloaded using its own means;

b) the consignee or the forwarder if the cargo has been unloaded with the use of the consignee's or forwarder's means.

2. A wagon (container) shall be cleaned, washed and disinfected after unloading of animals, poultry, raw products of animal origin and perishable goods by the Railway at the expense of the consignee, according to the Rules on the Carriage of Cargo by Rail.

3. After unloading the cargo with peculiar odour and perishable goods defined in the Rules on the Carriage of Cargo by Rail, the wagon (container) shall be washed by the consignee. If the consignee is unable to wash the wagon (container), the Railway shall wash it on a contractual basis.

4. The Railway shall have the right not to receive a wagon (container) from the consignee until the requirements of paragraph 2 and 3 of this article are fulfilled. In that case, the consignee shall pay a fee for the use of the wagon (container) for the entire period of delay.

### **Article 29 – Impossibility to deliver cargo (luggage, cargo-luggage) to the place of destination**

1. Where further carriage, delivery to the destination or release of cargo (luggage, cargo-luggage) to the consignee is impeded as a result of *force majeure* or other emergencies, the Railway shall apply to the consignee (consignor) with the request to dispose of the cargo (luggage, cargo-luggage). If the consignee (consignor) fails to dispose of the cargo (luggage, cargo-luggage) within four days after the request, the Railway may return it to the consignor. However, if the cargo (luggage, cargo-luggage) cannot be returned to the consignor, the Railway shall sell it as determined by the legislation of Georgia.

2. If, during international carriage, a wagon (container) containing cargo (luggage, cargo-luggage) is detained by customs authorities/other bodies authorised to exercise state control due to the breach of established requirements by the consignor when transferring the cargo (luggage, cargo-luggage) to maritime transport or the railway of a foreign country, the consignor shall pay the Railway a fee for the use of the wagon (container) for the entire period of delay.

3. If a consignor fails to dispose of the ordinary cargo within 10 days, or of perishable goods within four days after receipt of the notification from the Railway about the detention of the wagon (container), the Railway may return the cargo to the consignor at the consignor's expense or sell the cargo, unless otherwise provided for by the contract of carriage. The consignor, through whose fault a wagon (container) is detained at a railway station, shall be subject to property liability provided in this Code and shall pay a fee for the use of the wagon (container) for the entire period of delay.

4. The Railway shall, from the amount generated after the sale of the cargo (luggage, cargo-luggage), retain an amount to cover the transportation cost and the fee for the performance of other related services (works) and the expenses incurred for the sale of the cargo, whereas the remainder will be returned to the consignee indicated in the carriage documents if the consignee has paid the value of the cargo (luggage, cargo-luggage), or to the consignor in other cases. If the amount cannot be returned for reasons beyond the control of the Railway, this amount shall be disposed of as determined by the legislation of Georgia.

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

*Law of Georgia No 4926 of 28 June 2019 – website, 4.7.2019*

## **Chapter III – Approach Lines**

### **Article 30 – Approach lines**

1. An approach line is a rail track intended for providing services to certain persons and is connected to the railway network by an uninterrupted track and is owned by the Railway, a consignor (consignee) or another person.

2. An approach line may be connected to the railway network only with the permission of the Railway.

3. Approach lines and facilities for loading, unloading and cleaning wagons (containers) shall be constructed or



reconstructed in agreement with the Railway.

4. The design and state of the fittings and engineering structures of approach lines shall meet the construction requirements and provide for the passage of wagons (containers) along a public railway track according to the established standards of load-carrying capacity, or the passage of a locomotive allocated by the Railway when the approach line is served by the Railway's locomotive.
5. An approach line may be transferred to the Railway for maintenance on a contractual basis.
6. A newly constructed approach line may be transferred for operation and the Railway's rolling stock may be delivered to this approach line if the approach line has been accepted for operation by a commission composed of representatives of the Railway and of the owner of the approach line.
7. Every approach line shall have a technical passport, drawings of the engineering structures, a layout and a longitudinal profile.
8. An approach line, its engineering structures and equipment shall provide for the regular loading and unloading of cargo, performance of shunting operations according to the volume of carriage and the rational use and safety of rolling stock.

9. To connect an approach line under construction to an existing approach line, the following shall be required:

- a) the Railway's permission if the existing approach line is owned by the Railway;
- b) the permission of the person who owns the existing approach line, subject to the preliminary agreement with the Railway.

*Law of Georgia No 4853 of 5 June 2007 – LGH I, No 21, 18.6.2007, Art. 176*

*Law of Georgia No 6968 of 15 July 2020 – website, 28.7.2020*

### **Article 31 – Use of an approach line**

1. The relations between the Railway and the owner of an approach line are governed by the Rules on the Carriage of Cargo by Rail.
2. The procedure for the movement of rolling stocks that are not owned by the Railway on public railway tracks shall be determined by the Railway.
3. A person, whose activities are related to the movement of trains on public railway tracks, to the performance of shunting operations, loading and fixing and unloading of cargo, shall have a document issued by the Railway confirming the compliance of his/her qualification with the established requirements.
4. A representative of the Railway may, with the participation of the owner of an approach line, check the traffic safety, the safety of the rolling stock and of the container and the state of the approach line.
5. A representative of the Railway shall prepare an appropriate report if any malfunctioning of an approach line that endangers traffic the safety of rolling stock, cargo to be transported or wagons (containers) is detected. On the basis of this report, the manager of the railway station or the traffic safety supervisor shall prohibit the delivery of rolling stock to the approach line (or its section) specified in the report until the malfunction is eliminated. In such case, property liability rests with the owner of the approach line (or its section) for the delay in the delivery or removal of a wagon (container), and for the non-fulfilment of the received request for the storage, safeguarding and carriage of cargo.
6. If a consignor (consignee) owns shunting facilities, it shall deliver to and remove wagons (containers) from its approach line and perform related shunting operations from the delivery track with the use of its own shunting facilities. However, if a consignor (consignee) does not own shunting facilities, it shall ensure the delivery and removal of wagons (containers) and the performance of shunting operations with the use of the Railway's shunting facilities, for which the consignor (consignee) shall pay a fee determined by the contract of carriage.
7. With respect to approach lines owned by the Railway, relations between the Railway and persons owning warehouses and loading platforms along those approach lines shall be regulated by contracts for the delivery and removal of wagons (containers), the typical form and details of which are determined by the Rules on the Carriage of Cargo by Rail. The delivery and removal of wagons (containers) and shunting operations shall be performed by means of locomotives owned by the Railway for a fee determined by a contract of carriage.
8. A person shall ensure the removal of rubbish and snow from and lighting of an approach line located on his/her territory at his/her own expense.
9. Contracts for the exploitation of an approach line and for the delivery and removal of wagons (containers) shall be entered into in consideration of the technical process of the operation of the railway station and of the approach line connected to it or in consideration of the entire technical process. These contracts shall determine the procedure for the delivery and removal of wagons (containers).
10. The procedure for providing services to a consignor (consignee) who, within the range of an approach line, has one or more contracting parties and has warehouses and rail tracks connected to those warehouses, shall be determined by a contract entered into directly between the contracting party and the consignor (consignee) owning the approach line or shunting facilities serving this approach line. The service fee defined by such a contract shall not exceed the fee determined by the Railway for similar services.
11. Where an approach line is serviced by the Railway with its shunting facilities, a contract for the delivery and removal of wagons (containers) shall be entered into between the Railway and the contracting party. The contracting party shall



pay the established fee for the delivery and removal of a wagon (container) and for the performance of shunting operations.

12. The owner of an approach line, the consignor (consignee) and the contracting party shall be subject to property liability for the damage of a rolling stock on the approach line and for the failure to observe safety rules. During the carriage of cargo, the owner of an approach line and the contracting party shall have equal rights and liabilities.

13. If a consignor (consignee) is the owner of an approach line, the Railway may, with the consent of the consignor, use that approach line under a contract entered into for the performance of shunting operations and for temporary placement of wagons (containers).

14. The costs of the maintenance of land areas occupied by other persons on approach lines located on the right-of-way and for the maintenance of those lines shall be determined by contracts for the operation of the approach line and for the delivery and removal of wagons (containers). The Railway shall be reimbursed these costs according to these contracts.

15. Loaded and unloaded wagons (containers) received from the Railway shall be safeguarded on the approach line with the means and at the expense of the recipient.

16. The time of stay of a wagon (container) on an approach line is calculated according to the Rules on the Carriage of Cargo by Rail.

17. The time of loading and unloading of a wagon (container) when an approach line is serviced with the Railway's shunting facilities shall be calculated from the moment when the wagon (container) is actually delivered by the Railway to the site of loading and unloading up to the moment when the consignor (consignee) notifies the Railway of the readiness of the wagon (container) to be removed.

18. The time of stay of a wagon (container) on the approach line that is not operated with the Railway's shunting facilities shall be calculated from the moment when the wagon (container) is transferred until the moment when it is returned to the approach line on which the parties agreed to perform its delivery and receipt.

19. The conditions for the transfer of a wagon (container) on and from an approach line and the place of and the procedure for the delivery of cargo shall be defined in a contract for the delivery and removal of wagons (containers).

20. A consignor (consignee) and the Railway may only use a wagon (container) owned by another person for the carriage, storage and loading of their cargo without the permission of the owner of the wagon (container).

21. Contracts for the operation of approach lines and for the delivery and removal of wagons (containers) are made for at least three years.

22. If the technical equipment or the method of operation of a railway station and of an approach line is changed, the parties may, fully or partially, modify the contracts for operation of the approach lines and for the delivery and removal of wagons (containers) before they expire.

## **Chapter IV – Direct Combined Transportation of Cargo by the Railway with the Participation of Another Mode of Transport Article**

### **Article 32 – Direct combined transportation of cargo by the Railway**

1. The Railway carries out direct combined transportation of cargo with the participation of maritime, inland water, air and motor transport operators (undertakings, etc.).

2. The Railway carries out direct combined transportation of cargo on the basis of a uniform bill of lading and other transport documents, which accompany the cargo during the entire route.

*Law of Georgia No 3316 of 28 June 2023 – website, 18.7.2023*

### **Article 33 – Rules for the direct combined transportation of cargo**

1. The rules for the direct combined transportation of cargo is defined by this Code and by contracts entered into between relevant transport operators (undertakings, etc.) on the basis of the legislation of Georgia.

2. The conditions for the direct combined transportation of cargo are defined in the Rules on the Carriage of Cargo by Rail. In cases not provided for by this article, the rules for the transportation of cargo by the respective mode of transport shall apply.

3. The following parties participate in the direct combined transportation of cargo:

- a railway station that performs services (works) related to the transportation of cargo;
- b) a seaport, a road terminal, or an airport.

4. Liquid cargo to be carried in rail tankers, as well as timber rafts may not be accepted for direct combined transportation, except when carried by ferry.

5. The list of cargo that is allowed for direct combined transportation and is to be accompanied by an attendant provided by the consignor (consignee), are defined in the Rules on the Carriage of Cargo by Rail.

6. Cargo shall be transferred at a reloading point in sealed wagons (containers) after the integrity of the lock and seal devices and the compliance of the data indicated in the carriage documents have been checked.

7. In the case of a direct combined transportation of cargo by rail and sea, its weight shall be determined at the reloading point at the request of the receiving party:

- a) on a wagon weighbridge – by the Railway;



b) on cargo weighing equipment – by a port.

8. In the case of a direct combined transportation of cargo by rail and road, its weight shall be determined by the party responsible for the reloading and loading of cargo at the reloading point together with the representative of the respective mode of transport participating in the transportation.

9. If packaged cargo placed in a tare that has been accepted for carriage in a closed or open rolling stock, with weight corresponding to the standard or indicated by the consignor on each unit of cargo, arrives at a reloading point with a damaged tare, the cargo shall be transferred from one mode of transport to another without being weighed, by counting the units of cargo. The same procedure shall apply when releasing cargo at the place of destination.

10. If there are signs of shortage or damage (spoilage) of cargo, it shall be transferred (released) after a check of the areas with signs of shortage or damage (spoilage), taking into account the weight and actual state of the cargo.

11. During a direct combined transportation of cargo by a wagon (container), the cargo shall be reloaded after the integrity of the wagon (container) and of the lock and seal devices has been checked.

12. The procedure for the allocation of wagons (containers) for the direct combined transportation of cargo and conditions for their use shall be defined in contracts entered into between the transport operators (undertakings, etc.) concerned.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

#### **Article 34 – Procedure for reloading cargo at a reloading point and for preparing vehicles**

1. In a direct combined transportation the cargo shall be reloaded at the reloading point by:

a) a port – when cargo is reloaded from a sea vessel and a port warehouse to a freight wagon, as well as from a freight wagon to a sea vessel and a port warehouse;

b) the Railway – when cargo is reloaded from a freight wagon and a railway station warehouse to a carrier truck, and from a carrier truck to a freight wagon and a railway station warehouse.

2. The port shall be responsible for the special preparation of a freight wagon and a sea vessel and for the placement of cargo on different levels, as well as for the fixing of heavy, long and large volume cargo.

3. Materials, packaging devices, other equipment and devices necessary for the loading, fixing and carrying of cargo in freight wagons and sea vessels shall be provided by consignors.

4. The fee for the services (works) performed by a port, along with the cost of the materials, shall be indicated in the bill of lading and shall be paid by the consignor (consignee).

#### **Article 35 – Joint agreement**

1. The conditions of operation of a railway station, a port and transport operators (undertakings, etc.) participating in a direct combined transportation of cargo shall be defined in a joint agreement entered into between the parties. Joint agreements shall be made for three years in accordance with the Rules on the Carriage of Cargo by Rail. A joint agreement concerning a change of technical equipment or the method of operation of a railway station or of a port may be modified, in full or in part, at the request of either party, before it expires.

2. Disputes related to joint agreements shall be resolved as determined by the legislation of Georgia.

#### **Article 36 – Time limits for the delivery of cargo to the place of destination, settlement procedure, and responsibility of the parties**

1. In a direct combined transportation, the time limits for the delivery of cargo to the place of destination shall be determined in consideration of the total amount of the time limits determined for the delivery of the cargo by rail and by other modes of transport and shall be calculated in accordance with the procedures for calculating the time limits for the delivery of the cargo to the place of destination by each mode of transport. If the total time limit for the delivery of cargo to the place of destination is exceeded, property liability shall rest with the breaching party.

2. In the case of a direct combined transportation of cargo by rail and sea, the transportation fee shall be paid:

a) at the dispatching railway station – by the consignor, according to the distance of carriage by rail.

b) at the port of reloading or destination – by the consignor (consignee), according to the distance of transportation by sea.

3. In the case of a direct combined transportation of cargo by sea and rail, the transportation fee shall be paid:

a) at the dispatching port – by the consignor, according to the distance of transportation by sea.

b) at the railway station of reloading – by the consignor (consignee), according to the distance of carriage by rail.

4. The transportation fee may be paid by the forwarder upon the instructions of the consignor (consignee).

5. A fee determined by the Rules on the Carriage of Cargo by Rail shall be paid for the placement (removal) of a wagon (container) on/from a port by a locomotive of the Railway.

6. On the basis of a joint agreement, data on compliance with the norms of reloading of cargo from rail vehicles to sea vessels and vice versa, in consideration of the type of cargo, shall be recorded on a registration card. The form of the registration card and the requirements for its completion are defined in the Rules on the Carriage of Cargo by Rail.

7. In the case of a breach of the norms of reloading of cargo during a direct combined transportation of cargo by rail and sea, the Railway shall bear property liability the same way as in the case of failure to fulfill a request for transportation.



8. The Railway (port) shall be released from property liability imposed due to the breach of the norms of reloading of cargo:

a) in *force majeure* circumstances, when it is prohibited and/or impossible to load and unload cargo, as well as during accidents in transport operations (undertakings, etc.);

b) in other cases of termination or restriction of transportation of cargo as determined by the legislation of Georgia.

9. The liability and the rights and obligations of a port and the Railway during loading and unloading of sea vessels shall be defined under a joint agreement entered into between them.

10. If a wagon (container), which has arrived at a railway station or at a port's address, or which has been delivered to the place of loading and unloading, or which is standing by at the place of loading and unloading, is delayed through the fault of the consignor (consignee) or the forwarder, as well as if a wagon (container) that has arrived at the address of those persons, is delayed at a railway station located en route, those persons shall pay a fee determined for the use of the wagon (container) and for the storage of the cargo for the entire period of delay.

11. If a wagon (container) is delayed at a reloading point through the fault of a consignor (consignee) or a forwarder, or if a wagon (container) loaded with export and import cargo is delayed at a border control post by customs authorities and border control bodies, or if the stopping time stipulated by the schedule of a passenger train is exceeded, the breaching party shall bear property liability as determined by Articles 50 and 51 of this Code.

12. Property liability shall rest with the party responsible for the transfer of the cargo at a reloading point for the failure to safeguard the cargo before it is transferred, and with the receiving party, after the cargo has been transferred at the reloading point.

13. A loaded or empty wagon (container) on the territory of a port shall be safeguarded by the port.

14. Locking and sealing devices shall be removed from wagons (containers) delivered to a reloading point for reloading and shall be mounted (sealed) on wagons (containers) intended for a direct combined transportation of cargo in accordance with the Rules on the Carriage of Cargo by Rail.

15. The property liability of rail and other transport operators (undertakings, etc.) for failure to safeguard cargo accepted for a direct combined transportation shall be determined by the regulations in force with regard to the respective modes of transport. If the fault of the Railway or of a port for loss, damage, spoilage or shortage of cargo has been established, liability shall be imposed on the Railway or the port respectively.

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

*Law of Georgia No 4926 of 28 June 2019 – website, 4.7.2019*

## **Chapter V – Carriage of Passengers, Cargo, Luggage, Cargo-luggage and Mail**

### **Article 37 – Carriage of passengers, cargo, luggage, cargo-luggage and mail**

1. The Railway shall convey passengers, timely deliver luggage, cargo-luggage and mail to places of destination, ensure the safety and provision of quality services to passengers at railway passenger buildings and in passenger trains, create necessary conditions for travelling and safeguard luggage and cargo-luggage.

2. The Railway shall ensure the running of passenger trains according to their schedules. Passenger carriages intended for the service of passengers, railway passenger buildings and other structures shall be in good order and shall meet the construction and sanitary requirements and other requirements determined by relevant normative acts.

3. The categories of passenger trains are:

a) high-speed and slow trains, according to the speed of travel;

b) international, main-line and regional trains, according to the distance of travel.

4. The criteria for determining the categories of passenger trains and the speed of their travel according to the distance of travel are determined by the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.

5. The service of the railway stations intended for the carriage of passengers, luggage and cargo-luggage shall comply with requirements determined by the legislation of Georgia.

6. Railway passenger buildings shall be equipped with concourses, canopies, transfer tunnels and bridges for pedestrians, ticket offices, luggage reception areas, cloakrooms, waiting rooms, information desks, rest rooms for passengers, mother-and-child rooms, catering facilities, as well as cultural and domestic service facilities and sanitary and hygienic facilities, while border railway stations shall also be equipped with engineering and technical facilities necessary for the conduct of border and customs procedures. The design, construction of and provision of amenities in these buildings and engineering and technical facilities shall be ensured by the relevant ministries (agencies) in agreement with the Railway.

7. Passengers shall be provided with information on the arrival and departure of passenger trains, fares, fees for the carriage of luggage and cargo-luggage and other necessary information related to railway services.

8. Passenger building forecourts not belonging to the Railway shall be arranged in such a way as to meet the requirements for safe and unobstructed movement of pedestrians and city transport. The provision of amenities in passenger building forecourts shall be ensured by the relevant bodies, as determined by the legislation of Georgia.

*Law of Georgia No 3806 of 12 November 2010 – LGH I, No 66, 3.12.2010, Art. 414*

*Law of Georgia No 5947 of 27 March 2012 – website, 12.4.2012*

*Law of Georgia No 6146 of 8 May 2012 – website, 25.5.2012*



## **Article 38 – Contracts of carriage of passengers, cargo, luggage, cargo-luggage and mail**

1. On the basis of contracts of carriage of passengers (tickets), the Railway shall provide passengers with respective seats in passenger trains, deliver them to the place of destination and carry their luggage.
2. Passengers shall pay the fare and a fee for the carriage of luggage, while consignors shall pay a fee for the carriage of cargo-luggage.
3. The submission of luggage by a passenger or of cargo-luggage by a consignor shall be confirmed by a luggage acceptance receipt and a cargo-luggage acceptance receipt, respectively.
4. If there are vacant seats in a train, the Railway shall, for an established fee, issue tickets, taking into account the travel concessions determined by the legislation of Georgia for certain categories of citizens. Travel concessions shall be compensated by the State as determined by the legislation of Georgia.
5. Passengers shall have tickets with them. If a passenger loses or damages a ticket, a new ticket shall not be issued and the fare shall not be refunded to the passenger, except as provided for by the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.
6. The storage of baggage and luggage in cloakrooms and luggage rooms is unlimited, irrespective of whether passengers have tickets or not, except for the objects and substances the storage of which is prohibited under the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.

## **Article 39 – Rights and obligations of passengers**

1. When travelling by international and main-line trains, passengers shall have the right to:
  - a) purchase a ticket to travel on any train and in any carriage intended for the conveyance of passengers, up to the railway station specified by them;
  - b) transport one child under the age of 5 free of charge, unless he/she takes a separate seat, and children aged from 5 to 10 after payment of a discounted fare determined by the legislation of Georgia;
  - c) carry hand baggage weighing up to 36 kilograms together with small things free of charge;
  - d) hand over the luggage for carriage after presenting a ticket and paying the relevant fee;
  - e) terminate the journey and be refunded the price of the distance not travelled;
  - f) temporarily discontinue a journey and extend the validity of the ticket for not more than 10 days from the discontinuation of the journey;
  - g) in the case of illness during a journey, extend the validity of the ticket for the entire period of illness if it is certified by a certificate issued by a medical institution, or have the fare refunded;
  - h) travel by a train departing ahead of the time indicated in the ticket, after an appropriate note is made in the ticket by the ticket office of the railway station;
  - i) renew the ticket to travel by another train in the case of arriving not more than three hours after the moment of the ticketed train's departure or, in the case of illness, not more than three days after its departure, by paying the cost of the couchette car fare. If the passenger refuses to travel, he/she may have the fare refunded as provided for by paragraph 2 of this article;
  - j) occupy a vacant seat in the carriage of a higher class, in accordance with the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.
2. Passengers may return unused tickets and receive:
  - a) the entire cost of the ticket – not later than 15 hours before the departure of the train;
  - b) 85 per cent of the cost of the ticket – within the period of 15 to 4 hours before the departure of the train;
  - c) 70 per cent of the cost of the ticket – within the period of less than 4 hours before the departure of the train;
  - d) in the case of having a return ticket: the entire cost of the ticket – not later than 24 hours before the departure of the train, when the ticket is returned to the station where the ticket was purchased or to which the passenger is to return, or 70 per cent of the cost of the ticket – if the period of 24 hours expires;
  - e) 70 per cent of the cost of the journey for the untravelled distance – if the journey is terminated on the way.
3. The fare shall also be refunded to a passenger fully if the departure of the train is cancelled or delayed, if the passenger becomes ill or if it is impossible to provide the passenger with the seat indicated in the ticket and the passenger refuses to use another seat offered, as well as if the passenger's late arrival for the agreed train at the point of transfer is caused through the fault of the Railway.
4. If a journey is terminated due to delays in the running of a train for reasons beyond the control of the Railway, the cost of the journey for the untravelled distance shall be refunded to the passenger, while if a journey is terminated through the fault of the Railway, the fare shall be fully refunded to the passenger.
5. If it is impossible to allocate the seat indicated in the ticket to a passenger, the Railway shall allocate another seat with the consent of the passenger, including in a carriage of a higher class, without payment of the fare difference.
6. If, with the consent of a passenger, a seat has been allocated, and the cost of that seat is lower than the cost of the purchased ticket, the passenger shall be refunded the fare difference in accordance with the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.
7. When travelling by regional trains, passengers shall have the right to:



- a) purchase a ticket of a form established by the Railway (a season ticket);
- b) carry baggage free of charge;
- c) transport one child under the age of 5 free of charge.

8. Passengers shall respect public order, protect the property of the Railway and safeguard their own baggage at railway stations or passenger buildings and in trains.

9. (Deleted – 8.5.2012, No 6146).

10. (Deleted – 8.5.2012, No 6146).

11. The Ministry of Economy and Sustainable Development of Georgia may define respective benefits for rail transport employees in accordance with the legislation of Georgia and international agreements of Georgia.

*Law of Georgia No 6146 of 8 May 2012 – website, 25.5.2012*

#### **Article 40 – Carrying groups of passengers**

1. The Railway may sell tickets based on a preliminary request of enterprises (organisations, etc.) to carry groups of passengers.
2. The receipt of preliminary requests and preparation of travel documents, and refunding the cost of tickets in the case of a refusal to travel shall be performed in accordance with the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.

#### **Article 41 – Carrying luggage and cargo-luggage**

1. If a passenger presents a ticket, the Railway shall accept his/her luggage for carriage and dispatch it with the first train with a luggage wagon departing to the respective place of destination.
2. A passenger may present for carriage luggage with a declared value, for which he/she pays an established fee as determined by the legislation of Georgia.
3. The Railway shall carry cargo-luggage in accordance with this Code and the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.
4. Such items that may be placed in a luggage wagon without hindrance owing to their volume and properties and that will not damage other passengers' luggage shall be accepted as luggage. The requirements for the weight and packaging of luggage are determined in the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail. Hand baggage, luggage and cargo-luggage containing hazardous goods defined in the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail may not be carried.
5. The time of delivery of luggage or cargo-luggage to the place of destination shall be determined according to the running time of the train with which it has been dispatched, up to the railway station of destination. The date of the dispatch of luggage or cargo-luggage shall be indicated in carriage documents.
6. If luggage or cargo-luggage is to be reloaded en route, the time of delivery of luggage or cargo-luggage shall be determined according to the running time of the train to which the luggage wagon is attached. In that case, one day shall be added for each reloading of luggage, and two days, for each reloading of cargo-luggage.
7. The destination railway station shall record the date of delivery of luggage or cargo-luggage in carriage documents.
8. Luggage or cargo-luggage shall be considered lost if it is not delivered to the destination railway station within 30 days after expiry of the time of delivery. In that case, the Railway shall compensate the cost of the luggage or cargo-luggage and the damage caused in accordance with the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.
9. If luggage or cargo-luggage is delivered to the place of delivery after the expiry of the time of delivery referred to in paragraph 5 of this article, the recipient of the luggage or cargo-luggage may return it, provided that he/she refunds to the Railway the amount received from the Railway for the loss of the luggage or cargo-luggage.
10. If the recipient of luggage or cargo-luggage refuses in writing to accept the luggage or cargo-luggage or fails to dispose of it within four days after receiving notification, the Railway may sell the luggage or cargo-luggage as determined by the legislation of Georgia.
11. Luggage or cargo-luggage shall be released at the destination railway station to the presenter of the luggage or cargo-luggage receipt respectively.
12. Luggage or cargo-luggage delivered to the destination railway station shall be stored free of charge for 24 hours excluding the time of delivery. After this period expires, a fee for storage of the luggage shall be paid in accordance with the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.
13. Unclaimed cargo-luggage shall be subject to sale as determined by the legislation of Georgia.

#### **Article 42 – Carrying parcel post**

1. The Railway shall carry parcel post on the basis of a contract of carriage entered into with a post office (organisation, etc.), under which the post office (organisation, etc.) shall timely submit parcel post to the Railway for carriage, load it on the allocated wagon, pay the transportation fee and receive the parcel post at the place of destination; whereas the Railway shall accept the parcel post for carriage and timely deliver it to the place of destination.
2. Parcel post shall be carried in a mail van attached to a train, unless otherwise provided for by the contract of carriage.



3. The conditions for attaching mail vans to trains and carrying parcel post are determined by the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.

### **Article 43 – Postal, telegraph and telephone communication services for passengers**

The Railway shall, for an established period of time and fee, allot rooms within railway stations to telecommunication enterprises (organisations, etc.) on the basis of relevant agreements for providing postal, telegraph and telephone communication services to passengers.

### **Chapter V<sup>1</sup> – Public Rail Transport Services**

*Law of Georgia No 6355 of 23 June 2020 – website, 1.7.2020*

### **Article 43<sup>1</sup> – Purpose and content of public rail transport services**

1. The purpose of this chapter is to determine the provision of safe, high-quality and as low-cost public transport services as possible.
2. This chapter determines terms and conditions for concluding a public service contract. Under a public service contract, a railway operator shall be obliged to fulfill the public service obligation, in return for which a railway operator shall be entitled to receive public service compensation from a competent body.

*Law of Georgia No 6355 of 23 June 2020 – website, 1.7.2020*

### **Article 43<sup>2</sup> – Public service contract**

1. In case of a relevant decision by a competent body, granting an exclusive right to a public service railway operator and the payment of public service compensation shall be possible only on the basis of a public service contract.
2. A public service contract may be concluded in accordance with the competitive selection procedure, or on the basis of direct conferral, in the cases provided for by this article.
3. A competitive selection procedure shall be open, fair, transparent, and non-discriminatory to all interested parties. A competitive selection procedure may, after receiving the relevant proposals and pre-selection, involve negotiations with the candidates in order to better understand the essence of the requirements of a competitive selection procedure, and to specify it.
4. To the selection of a public service railway operator provided for by this article and a public service contract to be concluded shall not apply the Law of Georgia on Public Procurement and the Law of Georgia on Public-Private Partnership, as well as any other normative act regulating the procurement of goods and services. A competitive selection procedure and procedure for its implementation shall be determined by the Government of Georgia in each specific case.

[ 4. To the selection of a public service railway operator provided for by this article and a public service contract to be concluded shall not apply the Law of Georgia on Public-Private Partnership, as well as any other normative act regulating the procurement of goods and services. A competitive selection procedure and procedure for its implementation shall be determined by the Government of Georgia in each specific case . **(Shall become effective from 1 January 2027)**]

5. A public service contract may be concluded on the basis of a direct conferral, without a competitive selection procedure, if:
  - a) the average annual cost of the said contract is less than the equivalent of EUR 1,000,000 (one million) in Lari, or a public service obligation provides for the carriage of passengers for less than 300,000 kilometres per year;
  - b) the provision of public rail services is seriously hindered, or there is a risk of such obstacles. In this case, an emergency measure may be taken – a public service contract may be concluded on the basis of a direct conferral, or the validity of an existing contract with a specific public service railway operator may be extended. The period, for which a public service contract is concluded, or its validity period is extended, or by which the performance of a public service obligation is imposed as a result of the said urgent measure, shall not exceed 2 years;
  - c) a direct conferral shall be allowed taking into account the relevant structural and geographical features of a market and railway network, in particular, taking into account the volume, demand characteristics, complexity of the railway network, technical and geographical isolation and/or the public service obligation specified in the contract;
  - d) by concluding a contract on the basis of a direct conferral, the quality or cost-effectiveness of public rail transport services will be improved compared to the previous public service contract;
  - e) a contract is concluded with a public service railway operator, which at the same time manages most of the railway infrastructure in which the public railway transport service will be provided.

*Law of Georgia No 6355 of 23 June 2020 – website, 1.7.2020*

*Law of Georgia No 2573 of 9 February 2023 – website, 27.2.2023*

*Law of Georgia No 4419 of 5 September 2024 – website, 23.9.2024*

### **Article 43<sup>3</sup> – Content of the public service contract**

A public service contract shall determine:

- a) a public service obligation to be performed by a public service railway operator and the geographical area of fulfilment



of a public service obligation;

b) objectively and transparently;

b.a) conditions for the payment of public service compensation by a competent body to a public service railway operator;

b.b) the content and scope of an exclusive right granted to a public service railway operator (if any);

c) the costs of providing public rail transport services by a public service railway operator and the distribution thereof. These costs may include costs related to human resources, electricity and rail infrastructure, the cost of maintaining and repairing the railways, and carrying out the required installation works necessary to carry out the public service obligation to transport passengers by rail, as well as fixed costs and reasonable profits;

d) ticket fee and/or the rules and conditions for determining a ticket fee;

e) rules for the distribution of revenues from the sale of tickets, which may remain with a public service railway operator, be transferred to a competent body, or be distributed among them;

f) the term of the contract, which shall not exceed 15 years, except for in cases provided for by the normative act of the Government of Georgia;

g) other terms and provisions.

*Law of Georgia No 6355 of 23 June 2020 – website, 1.7.2020*

## **Article 43<sup>4</sup> – Public service compensation**

The procedure for determining a public service compensation (including the calculation of a relevant reasonable profit) shall be established by the normative act of the Government of Georgia.

*Law of Georgia No 6355 of 23 June 2020 – website, 1.7.2020*

## **Chapter VI – Responsibility of the Parties**

### **Article 44 – Responsibility of the parties**

1. The parties shall bear responsibility under this Code, other normative acts and relevant agreements for failure to fulfil undertaken obligations.

2. The parties shall be held responsible only for offences committed by them or caused by their fault. In addition to compensating damage caused by an offence, the breaching party shall pay the fees for the transportation of passengers, for carriage of luggage or cargo-luggage, for the use of a wagon (container) and for other services.

3. All types of contracts between consignors (consignees), passengers and the Railway, which limit or exclude their responsibility determined by the legislation of Georgia shall be void.

### **Article 45 – Responsibility of the Railway for the failure to allocate vehicles and the responsibility of consignors for the failure to use allocated vehicles**

1. If the Railway fails to allocate a wagon (container) and/or a refrigerator wagon (conveyor), and if a consignor fails to submit cargo, or changes its destination, does not use the allocated wagon (container) and/or refrigerator wagon (conveyor), or refuses to accept it/them, both the Railway and the consignors shall compensate for the damages according to the Railway Tariff Policy.

2. Consignors shall be exempt from compensating for damages under the following circumstances:

a) *force majeure*;

b) prohibition of loading and unloading of cargo, termination or restriction of loading of cargo by a duly authorised person;

c) an accident due to which the main activities of the consignor have been terminated;

d) a failure to use wagons (containers) that have been delivered to a consignee without his/her/its consent in a quantity exceeding the quantity specified in the request for transportation;

e) fulfilling a request for transportation of cargo according to tonnage if the cargo is to be carried by a wagon and according to tonnage.

3. If a consignor has used fewer wagons (containers) than stipulated in the request after compact loading of the wagons (containers), any damage caused by the failure to use all of the wagons (containers) shall not be compensated.

4. If a consignor gives at least two-day's notice to the railway station about the non-use of a wagon (container), the amount of the damage to be compensated shall be reduced by one third.

5. The Railway shall be exempt from compensating for damages under the following circumstances:

a) *force majeure*;

b) prohibition of loading and unloading of cargo, termination or restriction of loading of cargo by a duly authorised person;

c) the failure of the consignor (consignee) to pay the transportation cost and the fee for the performance of other related services (works).

6. If a consignee (consignor) or a port delays wagons (containers) due to their loading, unloading, cleaning or washing, the Railway shall be exempt from property liability for the failure to allocate the number of wagons (containers) that have been delayed and have not been delivered for loading for this reason.



## Article 46 – Responsibility of the Railway for the loss, damage, spoilage and shortage of cargo (luggage, cargo-luggage) under the Agreement on International Freight Traffic by Rail

1. The Railway shall bear property liability for the failure to safeguard cargo from the moment of accepting it for carriage up to the moment of its release, unless the Railway proves that the cargo has been lost, damaged, spoilt or there has been a shortage:

- a) through the fault of the consignor or consignee;
- b) due to the natural properties of the cargo;
- c) due to defects of the tare (packaging) that was not noticeable during its visual inspection when receiving the cargo, or due to such use of a tare (packaging) that is incompatible with the properties of the cargo;
- d) due to the submission for carriage of such cargo, the moisture level of which exceeds established norms.

2. The Railway shall be exempt from property liability for the loss, damage, spoilage or shortage of the cargo accepted for carriage if:

- a) the cargo has been delivered in a faultless wagon (container) with the lock and seal devices of the consignor intact and in compliance with other requirements ensuring the safety of the cargo;
- b) the cargo has been damaged, spoilt or there has been a shortage of cargo due to natural causes connected with the carriage of the cargo in open rolling stock;
- c) the cargo has been accompanied by an attendant of the consignor (consignee) in accordance with the Rules on the Carriage of Cargo;
- d) the shortage of the cargo does not exceed the rate of natural loss of its weight and the margin of error in the measurement of the cargo net weight;
- e) the loss, damage, spoilage or shortage of the cargo was caused due to the entry by the consignor of incorrect or incomplete data into the bill of lading.

3. If the claimant proves that the cargo has been lost, damaged, spoilt or there has been a shortage of the cargo due to the fault of the Railway, the Railway shall bear property liability for the failure to safeguard the cargo.

4. If cargo has not been released to the consignee at his/her/its request within 30 days after the expiry of the time of delivery of the cargo to the place of destination, and in the case of a direct combined transportation, the cargo shall be deemed lost after the period of time provided for by the Agreement on International Freight Traffic by Rail.

5. If cargo has been delivered after the expiry of the time limit defined by paragraph 4 of this article, the consignee may receive the cargo, provided that he/she/it refunds, as determined by this Code, to the Railway any amount received for the loss of the cargo.

6. If the consignee refuses to receive the cargo or fails to dispose of the cargo within four days after being notified of its delivery, the Railway may sell the cargo as determined by the legislation of Georgia.

7. The Railway shall compensate any damage occurring during the carriage of cargo in the following amount:

- a) in the case of the loss or shortage of cargo – in the amount of the cost of the lost cargo or the cost of the shortage of the cargo;
- b) in the case of damage (spoilage) of cargo – in the amount by which the cost of the cargo has been reduced, and if the cargo cannot be recovered – in the amount of the entire cost of the cargo;
- c) in the case of loss of cargo with a declared value – in the amount of the entire declared value or part of the declared value corresponding to the lost, damaged, spoilt part of the cargo or its shortage at delivery. The cost of cargo shall be determined as provided for by the legislation of Georgia.

8. In addition to compensating for the damage caused by the loss, damage, spoilage or shortage of cargo in the established amount, the Railway shall refund to the consignor (consignee) the transportation cost and the fee for the performance of other services (works) related to the transportation of cargo in proportion to the quantity of lost, damaged, spoilt cargo or its shortage at delivery.

9. If luggage or cargo-luggage has been lost, damaged, spoilt or there has been a shortage due to the circumstances that could be eliminated from the day of acceptance until the date of release of the luggage or cargo-luggage, the Railway shall bear property liability for the failure to safeguard the luggage or cargo-luggage.

10. The Railway shall compensate the damage occurring during the carriage of luggage or cargo-luggage in the following amount:

- a) in the case of the loss or shortage of luggage or cargo-luggage – in the amount of the cost of the lost luggage or cargo-luggage or the cost of the shortage of the luggage or cargo-luggage;
- b) in the case of damage (spoilage) of luggage or cargo-luggage – in the amount by which the cost of the luggage or cargo-luggage has been reduced, and if the luggage or cargo-luggage cannot be recovered – in the amount of its entire cost;
- c) in the case of the loss of luggage or cargo-luggage with a declared value – in the amount of its declared value.

11. The cost of luggage or cargo-luggage shall be determined in accordance with the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail.

12. In addition to compensating the damage caused by the loss, damage, spoilage or shortage of luggage or cargo-luggage in the established amount, the Railway shall refund to the recipient of the luggage or cargo-luggage the transportation cost and the fee for the performance of other related services (works) in proportion to the quantity of the lost, damaged,



spoilt luggage or cargo-luggage or its shortage at delivery.

#### **Article 47 – Responsibility for delayed delivery of cargo to the place of destination**

1. If delivery of cargo to the place of destination during local carriage is delayed, or if delivery of empty wagons owned by consignors (consignees) to the place of destination is delayed, the Railway shall compensate the damages as determined by the Civil Code of Georgia.
2. The damage caused by the delayed delivery of luggage or cargo-luggage to the place of destination during local carriage shall be compensated in accordance with the Civil Code of Georgia.
3. If delivery of cargo to the place of destination during international carriage is delayed, or if delivery of empty wagons owned by consignors (consignees) to the place of destination is delayed, the Railway or the party, through the fault of which the delay was caused during the direct combined transportation, shall compensate the damage in an amount determined by the Agreement on International Rail Freight Traffic.

#### **Article 48 – Responsibility for the unauthorised use of rolling stocks**

If a consignor (consignee) or other person uses a wagon (container) of a rail operator (undertaking, etc.) without authorisation of the authorised person, or if the Railway uses a wagon (container) owned by a consignor (consignee) or another person without permission of the authorised person, the breaching party shall pay triple the amount of the fee for the use of the wagon (container).

#### **Article 49 – Responsibility for the submission of cargo that is prohibited for transportation or that is to be treated with special care**

For incorrectly indicating in the bill of lading the name of the cargo, special markings or of measures that are to be taken during the carriage of the cargo, as well as for sending prohibited cargo or for incorrectly specifying the properties of the cargo, the consignor shall pay an increased transportation cost in the amount determined by the Railway Tariff Policy.

#### **Article 50 – Fee for the use of a wagon (container)**

1. In the cases provided for by Article 25(4) and Articles 29, 36 (except when a passenger train exceeds the stopping time) and Article 48, the consignor (consignee) or the forwarder shall, in accordance with the contract concluded with the Railway, pay the Railway the relevant fee for the use of each wagon (closed wagon, gondola car, flat wagon) at the dispatching and destination railway stations (including approach lines). The amount of the fee shall be determined by the Railway Tariff Policy.
2. In the case of the use of a rail tanker, a cement carrier, a low-sided hopper car, a mineral wagon and other special wagons the fee shall be double the amount defined under this article, and in the case of the use of a refrigerator wagon and a conveyor car, the fee shall be triple the amount defined under this article.
3. If the consignor notifies the railway station that he/she/it refuses to load the wagon, a fee for the use of this wagon shall be paid before the day of receipt of the notification by the railway station.
4. In the cases provided in Articles 29, 36 and 48, a consignor (consignee) shall pay to the Railway a fee for the use of a general-purpose container in accordance with the Railway Tariff Policy.
5. A consignor (consignee) and a port shall be exempt from the payment of a fee for the use of a wagon (container) if:
  - a) due to *force majeure* the traffic on approach lines stops, or loading and unloading operations have been prohibited, or if there has been an accident, as a result of which the consignor (consignee) or the port cannot carry out their main activities;
  - b) the number of wagons (containers) delivered by the Railway exceeds the number of wagons determined by the contract for the use of an approach line and for the placement and removal of a wagon (container).
6. If, based on a request, a consignor refuses to load an empty special wagon that has arrived at the railway station and the wagon cannot be used by another consignor during the reporting day, the consignor shall pay the Railway the cost of the actual run of that wagon, but for not more than 300 kilometres.

#### **Article 51 – Responsibility of the parties for the breach of other contractual conditions**

1. For exceeding the stopping time stipulated by passenger and freight train schedules due to the termination of electric power supply, due to the poor quality of electric power supplied or due to reasons beyond the control of the Railway, the breaching party shall compensate the Railway for the damage caused by the delay of the train.
2. For exceeding the maximum load capacity of a wagon (container), the consignor shall pay the Railway five times the amount of the cost established for transporting excessive cargo. The consignor shall also compensate the Railway for the costs of unloading and storage of excessive cargo and for the damage caused by an accident that has occurred due to overloading the wagon (container).
3. In the case of the loss of a wagon (container) delivered by the Railway or damage and loss of its detachable parts and devices, the consignor (consignee) or another relevant person through whose fault the wagon (container) or its parts and devices have been damaged or lost, shall restore (return) them or compensate the Railway for the damage caused by such damage in triple the amount of their cost, and if the restoration (return) is not possible, pay to the Railway triple the



amount of their cost.

4. If the Railway damages a wagon (container) owned by a consignor (consignee) or another person, the Railway shall repair such wagon (container) or compensate the owner for the loss caused by the damage of the wagon in triple the amount of its cost.

5. In the case of the loss of a wagon (container) owned by a consignor (consignee) or another person, the Railway shall, at the request of the person, transfer to the person a wagon (container) of a corresponding type for a definite period of time with the right of free use. If the Railway fails to return to the owner the lost wagon (container) within three months, it shall transfer that wagon (container) into his/her ownership as determined by the legislation of Georgia.

6. The procedure for replacing a wagon (container) leased out, damaged or lost by the Railway shall be determined under the lease agreement.

7. If the Railway has delivered to the consignor, with the consent of the latter, an empty, unclean wagon (container) with opened drop bottoms, doors and unremoved fixing devices, the Railway shall compensate the consignor for the costs incurred for the performance of the respective works. The consignor shall be granted a reasonable period of time to perform those works.

8. If a consignor violates the requirements determined by Article 28 of this Code, he/she/it shall compensate the Railway for the costs incurred for the performance of the works provided for by this article and pay the fee for the use of the wagon (container) in accordance with the Railway Tariff Policy.

## Chapter VII – Reports, Claims, and Complaints

### Article 52 – Reports

1. The circumstances giving rise to liability of participants in rail traffic shall be documented by commercial, technical or general reports.

2. A commercial report shall be drawn up if:

- a) non-compliance of the name, weight or number of units of cargo, luggage, cargo-luggage has been established with the data indicated in carriage documents;
- b) damage and/or spoilage of cargo, luggage, cargo-luggage has been established;
- c) cargo, luggage or cargo-luggage has been found that is not accompanied by carriage documents and/or such carriage documents are found not accompanied by cargo, luggage or cargo-luggage;
- d) pilfered cargo, luggage or cargo-luggage has been returned to the Railway;
- e) the Railway fails to deliver cargo to an approach line within 24 hours after the documents certifying the release of cargo have been prepared at a cargo counter. In that case, a commercial report shall be drawn up only at the request of the consignee.

3. A commercial report shall be drawn up:

- a) on the day of unloading – when cargo, luggage or cargo-luggage is unloaded at public places, or on the day of the release of cargo to a consignee in the cases provided for by the Rules on the Carriage of Cargo by Rail;
- b) on the day of unloading of cargo – when cargo is unloaded at non-public places. The cargo shall be inspected in the course of unloading or immediately after unloading.
- c) on the way during the carriage of cargo, luggage or cargo-luggage – on the day of detecting circumstances that are to be documented in a commercial report.

4. If a commercial report cannot be drawn up within the time limits referred to in this article, it shall be drawn up not later than on the following day.

5. In the case of carriage in multiple wagons, a commercial report shall be drawn up for each wagon. It shall be permissible to draw up one commercial report for a group of wagons with similar cargo that arrived on the same day, provided that the cargo has been carried in pieces or in bulk and has been delivered in faultless wagons, without signs of loss, from a single consignor to the address of a single consignee:

- a) in the case of a shortage – if it exceeds the rate of natural loss of cargo weight and the margin of error in the measurement of the cargo net weight;
- b) in the case of excess cargo – if there is difference between the weight determined at the dispatching railway station and the weight determined at the destination railway station, taking into account the margin of error in the measurement of the cargo net weight;

6. The shortage and excess of cargo that is carried in pieces, in bulk, or in tanks or that is reloaded en route at the address of a single consignee and that has been delivered in a faultless wagon without signs of loss, shall be determined according to the results of an inspection of the whole batch of cargo released all at once and shall be documented in one commercial report.

7. A commercial report shall be drawn up in 3 copies. Deletions, scratching out or corrections may not be made when completing the form of a commercial report. A commercial report shall contain:

- a) an accurate and detailed description of the state of cargo, luggage or cargo-luggage and of those circumstances that were caused by failure to safeguard the cargo, luggage or cargo-luggage. Accurate answers shall be given to the questions contained in the form of a commercial report. It shall not be permitted to cross out or put signs of repetition (e.g. 'ditto')



instead of repeating the required data;

b) data on whether the cargo, luggage or cargo-luggage has been loaded, placed and fixed properly and whether there are protection markings on the cargo carried in open rolling stock.

8. An excerpt from a temperature log shall be attached to a commercial report concerning the spoilage of perishable goods. The conditions for making records in the temperature log are determined by the Rules on the Carriage of Cargo by Rail.

9. Persons drawing up and persons signing commercial reports containing incorrect information shall be held liable as determined by the legislation of Georgia.

10. According to the Rules on the Carriage of Cargo by Rail, a commercial report shall be signed by the consignee (if he/she/it participates in the inspection of the cargo, luggage or cargo-luggage), by the Railway and other persons participating in the inspection.

11. The Railway shall prepare a commercial report if it reveals the circumstances referred to in this article, provided that the consignee/recipient of the cargo, luggage or cargo-luggage indicates at least one of those circumstances. The representatives of the parties participating in preparation of the commercial report may not refuse to sign it. If the representatives of the parties disagree with the content of the commercial report, they may make their comments.

12. If the Railway refuses to prepare a commercial report or if a commercial report has been prepared incorrectly, the consignee may submit a written application to the Railway to that effect.

13. The Railway shall give a reasoned response to an application related to perishable goods within one day after accepting the application, and to an application related to other cargo, luggage or cargo-luggage, within three days after accepting the application. If the application is substantiated, the consignee shall not pay a fee for the storage of cargo, luggage or cargo-luggage for the period of delay caused by the preparation of a commercial report.

14. At the request of the consignee, the railway station shall issue a commercial report within three days. The procedure for communicating commercial reports between the structural units of the Railway shall be determined by the Railway.

15. Technical and general reports shall be prepared in order to document the circumstances other than those provided for by this article, according to the Rules on the Carriage of Passengers, Luggage, Cargo-luggage and Mail by Rail and the Rules on the Carriage of Cargo by Rail.

### **Article 53 – Submitting claims**

1. Claims against the Railway shall be submitted in writing prior to filing complaints about the carriage of cargo or cargo-luggage.

2. Claims or complaints against the Railway for the compensation of damages arising during local carriage may be submitted by:

a) a consignor (consignee) or a person authorised by him/her, upon presentation of the original cargo acceptance receipt, in which there is an indication that the railway station of destination did not accept the cargo – in the case of the loss of an entire cargo;

b) a consignor (consignee), upon presenting the original bill of lading and the original commercial report – in the case of the damage, spoilage, shortage, or deterioration of the quality of cargo and in other cases;

c) a consignee – in the case of a delay in the delivery of cargo or cargo-luggage to the place of destination, provided that the consignee presents the original bill of lading or the original cargo-luggage acceptance receipt;

d) a consignee – in the case of a delay in the release of cargo or cargo-luggage, provided that the consignee presents the original transportation receipt and the original general report.

3. The conditions for submitting claims during international carriage are determined by the Agreement on International Freight Traffic by Rail.

4. A consignor (consignee) may authorise another person to submit a claim.

5. Claims against the Railway with respect to the carriage of passengers and luggage may be submitted by:

a) the presenter of the luggage receipt – in the case of the loss of luggage;

b) the presenter of the relevant commercial report – in the case of damage, spoilage or shortage of luggage;

c) the presenter of a relevant general report issued by the Railway – in the case of a delay in the delivery of luggage to the place of destination;

d) a passenger, upon presenting the ticket – in the case of a delayed or late departure of the train.

6. Claims arising with regard to the carriage of cargo, luggage, cargo-luggage and passengers, as well as with regard to the damage by the Railway of rolling stock and containers owned by a consignor, consignee or other person, shall be submitted to the Railway.

7. Claims related to the carriage of cargo during a direct combined transportation shall be submitted to:

a) the railway of destination – if the last point of transportation is a railway station;

b) to the relevant administration of another mode of transport, which provides services to the last point of transportation or which manages this point.

### **Article 54 – Procedure for submitting claims**

1. A claim shall contain the demands of the claimant and shall be accompanied by documents substantiating the claim.



2. A claim for loss, damage, spoilage or shortage of cargo or cargo-luggage shall also be accompanied by a document confirming the quantity and value of the dispatched cargo or cargo-luggage (without indicating unrealized profits and actual expenditures not incurred) and the value of the details and of spare parts of the missing cargo or cargo-luggage.

#### **Article 55 – Time limits for submitting claims**

1. In the case of local carriage, claims may be submitted to the Railway within the time limits determined by the Civil Code of Georgia, whereas in the case of international carriage, within the time limits determined by the Agreement on International Freight Traffic by Rail.

2. The time limits for submitting claims shall be calculated:

- a) in the case of the damage, spoilage or shortage of cargo, luggage or cargo-luggage – from the day of the release of cargo, luggage or cargo-luggage;
- b) in the case of loss of cargo – after 10 days from the expiry of the period set for the delivery of the cargo to the place of destination;
- c) in the case of loss of luggage or cargo-luggage – after 30 days from the moment of the expiry of the period set for the delivery of cargo or cargo luggage of natural persons to the place of destination or after 10 days from the moment of the expiry of the period set for the delivery of cargo-luggage of legal persons to the place of destination;
- d) in the case of the delayed delivery of cargo, luggage or cargo-luggage to the place of destination – from the day of the release of cargo, luggage or cargo-luggage;
- e) in the case of a claim related to the refund of the fee for the use of a wagon (a container) – from the day when the claimant paid the fee.

f) in the case of the non-fulfilment of a request for the transportation of cargo – after five days from payment of the fee;

g) in the case of the damage caused by an unauthorised delay by the Railway of a wagon (a container) owned or used by a consignor (consignee) or another enterprise (organisation, etc.) – after the time limit for delivering the cargo to the place of destination by such rolling stock or the time limit for returning such rolling stock to the home station expires;

h) in other cases related to transportation – from the day of occurrence of the event that gave rise to the claim.

3. The Railway shall review a claim and shall inform the claimant of its results in writing within two months after the day of receiving the claim. If the Railway recognises the claim, it shall, within two weeks after recognition of the claim, compensate the claimant for damages arising out of the carriage of the cargo in an amount determined by Article 46(7) of this Code.

4. If a claim has been submitted with incomplete accompanying documents, it shall be returned to the claimant without being reviewed within 10 days after its submission.

5. If the Railway grants the claim in part or rejects the claim, the Railway shall specify in its response the reasoning of the decision. In that case, the documents submitted with the claim shall be returned to the claimant.

6. The Railway shall have the right to file a claim against a consignor (consignee) or another person within the time limits determined by the legislation of Georgia.

#### **Article 56 – Time limits for filing complaints**

Complaints connected with the relations regulated by this Code shall be filed within the time limits determined by the legislation of Georgia.

#### **Article 57 – Procedure for filing complaints**

1. Complaints related to the carriage of cargo, luggage or cargo-luggage may be filed against the Railway if the Railway refuses, in full or in part, to grant the claim or if the Railway fails to respond to the claimant within two months after the day of receiving the claim.

2. Complaints shall be filed with a court, as determined by the legislation of Georgia.

3. A complaint related to the carriage of passengers, luggage and cargo-luggage may be filed before the expiry of the time limits determined by Article 53 of this Code if the Railway has given its response to the claim.

#### **Article 58 – Security interest in cargo**

The Railway shall have a security interest in cargo in order to secure the payment of expenses arising out of the contract of carriage, until the Railway is authorised to dispose of the cargo.

### **Chapter VIII – Traffic Safety; Safeguarding of Cargo and Rail Transport Facilities; Organisation of Work in Special Conditions**

#### **Article 59 – Fundamental provisions of traffic safety**

1. The territories of railway stations, of passenger buildings, of concourses and of structural units and railway tracks, along which trains run and on which shunting and loading and unloading operations are performed, represent zones of increased risk. Unauthorised persons may not stay in these zones, unless this is required by the needs of the service. The procedure for staying and for performing operations in zones of increased risk, as well as for moving along and for



crossing railway tracks, shall be determined by the Railway.

2. The services provided to passengers, as well as rolling stock (including specialised ones), containers, components of track superstructures, and other technical means and mechanisms shall comply with the requirements for traffic and fire safety and for labour and environmental protection, which are determined by the Railway Operating Rules.
3. The procedure for classifying, conducting official investigations and registering violations of the railway traffic rules and fire safety shall be determined by the Railway.
4. The relevant liability for the violation of the railway traffic rules and fire safety shall be imposed on the violating parties in accordance with the legislation of Georgia.

#### **Article 60 – General principles of ensuring traffic safety**

1. Rail transport operators (undertakings, etc.) shall ensure the safety of the carriage of passengers and cargo, traffic and fire safety of trains and other rail vehicles (including the safety of performing shunting operations), as well as the protection of labour and the environment.
2. The Railway shall ensure traffic safety based on the following principles:
  - a systemic approach to control and planning to ensure traffic and fire safety;
  - b) compliance of the process of transportation and of the technology of technical means with normative acts;
  - c) the protection of legal interests of persons and rail transport when ensuring traffic safety;
  - d) the determination of mutual responsibility of persons and of rail transport with respect to the matters related to ensuring traffic safety.
3. The conditions for ensuring traffic safety shall be determined by relevant normative acts.
4. The facility of rail transport on whose territory dangerous goods are produced, stored, loaded, transported and reloaded, shall be at such a distance from public railway tracks and buildings that will ensure the safe functioning of the Railway. This distance, as well as the rules for constructing and maintaining facilities on the crossing of railway tracks or near railway tracks shall be determined by the Railway.
5. The responsibility for the construction and safe operation of gas pipelines, oil pipelines and other communications crossing railway tracks or located in the immediate vicinity of railway tracks shall rest with the owners of these communications.
6. Enterprises (organisations, etc.) dispatching or receiving dangerous goods and the Railway shall, within their competence, ensure the safety of carriage, loading and unloading of such goods, shall have technical means and subdivisions as are necessary to eliminate accidents and their consequences.
7. Railway tracks may be crossed by the means of another mode of transport only at different grades of the railway tracks and the motor road. The crossing of railway tracks and motor roads at grade shall be admissible only in cases determined by the legislation of Georgia.
8. The responsibility for observing safety when a railway track is crossed by a motor road at grade shall be determined by the legislation of Georgia.
9. Places where main oil pipelines and gas pipelines cross railway tracks shall be equipped with appropriate markings according to the operating rules for such structures. The owners of those structures shall timely provide the Railway with information on the occurrence of emergencies that prejudice traffic and fire safety.
10. Employees of the Railway shall act as determined by relevant normative acts when performing operations related to the passage of trains through crossings and to the maintenance of technical means.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

#### **Article 60<sup>1</sup> – State regulation of safety**

1. The railway undertaking holding a safety certificate shall be authorised to access railway infrastructure.
2. The infrastructure manager who has been granted the safety authorisation by the Agency shall be authorised to manage and operate railway infrastructure.
3. The issuance of a safety certificate and granting of safety authorisation by the Agency shall be carried out in accordance with the railway safety rules approved by the Government of Georgia.
4. The Agency shall be authorised to:
  - a) issue/grant, renew, suspend and revoke a safety certificate and safety authorisation;
  - b) carry out inspections, monitoring and supervision of the infrastructure manager and the railway undertaking in accordance with the procedure for carrying out inspection, monitoring and supervision of the infrastructure manager and the railway undertaking approved by the Agency.
5. Within the powers provided for by paragraph 4(b) of this article, the Agency shall be authorised to access any information, facility, installation, device or equipment of the infrastructure manager or the railway undertaking.
6. Forms of a safety certificate and safety authorisation shall be approved by a relevant normative act of the Agency.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

#### **Article 61 – Safeguarding cargo and rail transport facilities**

1. Cargo and rail transport facilities shall be safeguarded en route and at railway stations by the Railway by means of



transport police, while fire prevention operations, supervision over fire safety and the suppression of fire shall be carried out by the relevant department of the Railway.

2. The list of the cargo that is to be protected and accompanied by the police shall be compiled by the Railway in agreement with the transport police. The transport police shall be responsible for protecting cargo and rail transport facilities entrusted to it.

3. Cargo to be carried under special conditions shall be safeguarded and accompanied by the consignor (consignee) in accordance with the Rules on the Carriage of Cargo by Rail.

#### **Article 61<sup>1</sup> – Official investigation of major railway accidents, railway accidents and incidents**

1. The Transportation Safety Investigation Bureau of the Ministry of Economy and Sustainable Development of Georgia (Investigation Bureau) shall carry out official investigation (investigation) of major railway accidents, which aims at the improvement of railway safety and the prevention of railway accidents. The purpose of the investigation is not establishing the culpability or liability of a person for the occurrence of a major railway accident, railway accident or incident. The Investigation is carried out independently from and without obstruction of the judicial, administrative and investigative bodies.

2. The Investigation Bureau is autonomous from the Agency, the railway undertaking, the infrastructure manager and other persons whose interests and/or tasks might contradict the interests of the Investigation Bureau or the tasks assigned to them and/or affect its impartiality.

3. The Investigation Bureau may, besides major railway accidents, carry out the investigation of such railway accidents or incidents which might have caused a major railway accident. A decision on the investigation of such accident or incident shall be made by the Investigation Bureau. When making the above decision, the Investigation Bureau shall take into account:

a) the significance and gravity of a railway accident or an incident;

b) whether a railway accident or an incident is a part of the series of railway accidents or incidents (within the context of railway system);

c) general impact on railway safety;

d) the request of the Agency, the infrastructure manager or the railway undertaking.

4. The Investigation Bureau shall immediately be granted:

a) access to the site of a major railway accident, a railway accident or an incident, as well as the rolling stock participating in it, and the relevant infrastructure;

b) the right to collect evidence (including the right to remove/seize damaged parts of the relevant infrastructure/rolling stock for the appropriate expert examination or analysis);

c) the right to access and use the recording of a recorder and the equipment on the train which is connected to the registration of exploitation of the system for recording verbal notifications, signalling and movement control;

d) the right to access the results of the post mortem examination;

e) the right to access the findings of examination of the train personnel and other personnel of the railway undertaking of infrastructure manager participating in a major railway accident, a railway accident or an incident;

f) the right to interview the personnel of the railway undertaking or infrastructure manager or other persons;

g) the right to access any relevant information or recording at the disposal of the infrastructure manager, railway undertaking and the Agency.

5. To ensure safety, the Investigation Bureau shall be responsible for the protection of the information obtained as a result of investigation of a railway accident or an incident, to ensure the disclosure of that information solely for the purposes of investigation of a railway accident or an incident. Information obtained as a result of the above investigation can become available for a third party only in the case provided for by the legislation of Georgia, on the basis of the appropriate decision of the relevant law enforcement body.

6. The incidents occurred within the field of railway transport which do not include high probability of a major railway accident or a railway accident, shall be investigated by the railway undertaking and/or the infrastructure manager. The railway undertaking or the infrastructure manager shall, upon the request of the Investigation Bureau or the Agency, submit them the final report on the investigation of the incident.

7. When investigating such railway accident or incident which is under the field of competence of different agencies, the Government of Georgia may set up an interagency commission.

8. In case of occurrence of a railway accident or a major railway accident, a relevant notification shall be sent to the state of registration, operator, designer or manufacturer of the railway transport. They shall have the right to designate authorised representatives for the purpose of participation in the relevant investigation.

9. The railway undertaking, the infrastructure manager and the Agency shall immediately notify the Investigation Bureau about a major railway accident, a railway accident or an incident.

10. The relevant state authorities and legal entities shall be responsible for ensuring the protection of a site of a railway accident or an incident and provide the Investigation Bureau with favourable conditions for work.

11. A report on the investigation shall be prepared in a relevant form determined for the type and significance of a major railway accident, a railway accident or an incident, taking into account the significance of the results of investigation.



This report shall include the purpose of investigation. If necessary, the report may include safety recommendations.

12. Safety recommendations provided for by paragraph 11 of this article shall be given to the Agency, as well as another body or agency based on the specific nature of recommendations.
13. Expenses incurred by the investigation shall be paid from the State Budget of Georgia.
14. The procedure for carrying out investigation shall be approved by a relevant normative act of the Ministry of Economy and Sustainable Development of Georgia.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

#### **Article 62 – Organising the work of the Railway during a state of emergency, including martial law, mobilisation and other emergencies**

1. During a state of emergency, including martial law, mobilisation and other emergencies, rail operators (undertakings, etc.) shall, in cooperation with central public authorities and municipalities, take appropriate urgent measures as determined by the legislation of Georgia.
2. The liability for the intentional obstruction and termination of the operation of the Railway and for damaging its technical means shall be determined as provided for by the legislation of Georgia.

*Law of Georgia No 4853 of 5 June 2007 – LGH I, No 21, 18.6.2007, Art. 176*

*Law of Georgia No 6968 of 15 July 2020 – website, 28.7.2020*

#### **Article 63 – Rail transport insurance**

The insurance of passengers, cargo, luggage, cargo-luggage and other types of insurance in rail transport shall be performed according to the legislation of Georgia.

#### **Chapter VIII<sup>1</sup> – Issuance of a Train Driver Licence and Certification of a Train Driver**

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

#### **Article 63<sup>1</sup> – Purpose and scope of the Chapter**

1. This Chapter shall determine rights and duties of the Agency, a driver, the railway undertaking, the infrastructure manager and the training centre.
2. This Chapter shall not apply to a driver who only carries out activities:
  - a) in metro, tram or other light rail transport which is separated from the railway network;
  - b) on a network which is functionally separated from the remaining railway network and is intended solely for local, urban and suburban railway movement and freight services;
  - c) on the privately owned railway infrastructure which exists only for carrying out transportation by the owner for his/her own purposes;
  - d) on the part (parts) of railway tracks which is (are) temporarily closed for general movement due to repair, renewal or improvement of a railway system.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

#### **Article 63<sup>2</sup> – Documents certifying driving rights of a driver**

1. Within the railway system, driving right of a train driver shall be obtained only by a driver who possesses documents certifying driving rights of a train driver provided for by paragraph 2 of this article.
2. Documents certifying driving rights of a train driver shall be:
  - a) train driver licence which certifies that the driver has key professional skills and relevant education and that his/her health status complies with the requirements determined by the legislation of Georgia;
  - b) train driver certificate.
3. A train driver licence shall be issued by the Agency; as for a train driver certificate, the railway undertaking or the infrastructure manager shall be the body authorised to its issue.
4. The procedure and conditions for issuance, renewal and restoration of a train driver licence and train driver certificate, as well as for their suspension and revocation (including the requirements and exceptional procedure in relation to a train driver licence and train driver certificate), shall be approved by a normative act of the Government of Georgia. Forms for a train driver licence and a certificate shall be approved by the Agency.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

#### **Article 63<sup>3</sup> – Requirements determined for obtaining a train driver licence and a train driver certificate**

1. To obtain a train driver licence, an applicant shall comply with the requirements determined by this Code and the Government of Georgia.
2. To obtain a train driver certificate, an applicant shall have a train driver licence and comply with the requirements determined by this Code and the Government of Georgia.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*



## **Article 63<sup>4</sup> – Professional training of drivers**

1. Professional training of drivers shall be carried out in a training centre in accordance the procedures and conditions of the professional training of drivers determined by a relevant normative act.
2. Professional training of drivers shall consist of training modules related to the train driver licence and train driver certificate. Professional training of drivers shall be carried out through them.
3. Training centre shall ensure fair and non-discriminatory availability of professional training of drivers.
4. A person shall be granted a status of training centre by the Agency.
5. Procedures for granting a person the status of a training centre and the suspension and revocation of that status shall be approved by the relevant normative act of the Agency.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

## **Article 63<sup>5</sup> – Train driver examination**

To obtain a train driver licence, except for the exceptional procedures determined by a normative act of the Government of Georgia, an applicant shall have passed a train driver examination. The procedure and conditions for conducting train driver examination shall be approved by the Agency.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

## **Article 63<sup>6</sup> – Authorities of the Agency**

1. The Agency shall be authorised to:
  - a) issue, certify and restore a train driver licence;
  - b) suspend and revoke the term of validity of a train driver licence, as well as take substantiated decision on the suspension or revocation of the term of validity of a train driver certificate for the railway undertaking or the infrastructure manager and submit it to a relevant person;
  - c) carry out monitoring of the professional training of drivers, conduct train driver examination and/or testing, or participate in conducting it;
  - d) conduct scheduled and unscheduled inspections to eliminate and prevent the violation of norms regarding the driving rights and certification of drivers in the railway network within the territory of Georgia, establish an identified violation and request information from relevant bodies for that purpose;
  - e) carry out monitoring of the training centre in accordance with the legislation of Georgia;
  - f) issue an ordinance on the imposition of administrative penalty for the violation of the legislation of Georgia and prepare the administrative offence report;
  - g) perform its functions imposed under this Code and other legislative and subordinate acts of Georgia;
  - h) receive fees for relevant services;
  - i) approve the procedure for keeping the register of train driver licences and keep that register;
  - j) approve the procedure for carrying out scheduled and unscheduled inspection for elimination and prevention of the violation of norms related to the driving rights and the certification of drivers.
2. The Agency shall be authorised to delegate powers provided for by paragraphs 1(a), (c) and (d) of this article to a third person. Delegation of powers by the Agency shall be transparent and non-discriminatory.
3. If the Agency delegates the power of issuance of a train driver licence or the power provided for by paragraph 1(c) of this article to the railway undertaking, the delegation shall be carried out through the compliance with one of the following two preconditions:
  - a) the railway undertaking shall issue a train driver certificate only for drivers employed within that undertaking;
  - b) the railway undertaking shall not carry out the delegated powers exclusively.
4. A third person shall implement powers delegated to him/her in accordance with this Code and other legislative or subordinate acts of Georgia. In that case, he/she shall fulfil all requirements, the fulfilment of which is obligatory for the Agency under the legislation of Georgia when these powers are implemented.
5. The Agency shall be authorised to examine in any train moving within the territory of Georgia whether or not a driver possesses a document certifying his/her right to drive trains as provided for by this Code.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

## **Article 63<sup>7</sup> – Liability**

1. Liability for the violation of the terms of the train driver licence and the rules of certification of a driver shall be determined by this Code and other legislative normative acts of Georgia, as for the issues related to the administrative offence, they shall be regulated by the Administrative Offences Code of Georgia.
2. A decision made by the Agency on the case of administrative offence provided for by this Chapter shall be appealed in accordance with the procedure established by the legislation of Georgia.

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*



#### **Article 64 – Transitional provision**

1. Until the regulatory body exercises tariff-setting powers in the field of rail transport, the joint-stock company the Georgian Railway shall independently set tariffs for the transportation of passengers and for the carriage of cargo, luggage, cargo-luggage and mail, and additional fees.
2. Before 1 January 2025, the Government of Georgia shall ensure:
  - a) the approval of the procedure for carriage of dangerous goods by railway;
  - b) the approval of the railway safety rules;
  - c) the approval of the procedure and conditions for issuance, renewal and restoration of a train driver licence and a train driver certificate, the suspension of their term of validity and the revocation thereof.
3. Before 1 January 2025, the Agency shall ensure:
  - a) the approval of the forms for a safety certificate and safety authorisation;
  - b) the approval of the forms for a train driver licence and train driver certificate;
  - c) the approval of the procedure for carrying out scheduled and unscheduled inspection for elimination and prevention of violation of norms related to the driving rights and certification of drivers;
  - d) the approval of the rules and conditions for the professional training of drivers and the rules and conditions for conducting the train driver examination;
  - e) the approval of the procedure for keeping the register of train driver licences;
  - f) the approval of the procedure for carrying out the inspection, monitoring and supervision of the infrastructure manager and the railway undertaking;
  - g) the approval of the procedures for granting a status of a training centre to a person and the suspension and revocation of that status.

*Law of Georgia No 1872 of 1 July 2005 – LGH I, No 41, 19.7.2005, Art. 295*

*Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023*

#### **Article 65 – Final Provisions**

1. This Code shall enter into force upon its promulgation.
2. The Law of Georgia on Rail Transport shall be considered repealed upon the entry into force of this Code.

*Law of Georgia No 1872 of 1 July 2005 – LGH I, No 41, 19.7.2005, Art. 295*

**President of Georgia**

**Eduard Shevardnadze**

**Tbilisi**

**28 December 2002**

**No 1911- გს**

**[Annex**

**Law of Georgia No 2998 of 31 May 2023 – website, 13.6.2023**

#### **List of Components/Details of Railway Infrastructure**

The railway infrastructure shall consist of the components/details given below, which are the part of the main line, including the access track, but with the exception of the track located in the railway repair shop, depo or locomotive park, as well as on private access track or a branch line:

- plot of land;
- a railway track and a subgrade, in particular, embankments, cuttings, drainage ditches and channels, rocky trenches, culverts, retaining walls, slope protection slabs etc., passenger and freight platforms (including those located in passenger stations and freight terminals); tracks and track sidings, wall counterforts, fences, enclosures; firebreaks; heating point equipment; crossings, etc.; snow shields;
- engineering and technical structures: bridges, culverts and other overpasses, tunnels, covered cuttings, and other underground passages; retaining walls, protective structures against avalanches, falling rocks, etc.
- railway underpasses, including the means for ensuring traffic safety;



- superstructure of the railway track, in particular, rails and counter-rails; sleepers and turnout switches, fastenings, ballast, including crushed stone and sand; underpasses, etc.; turning devices (turntables) and traverses (except those intended exclusively for locomotives);
- roads intended for the approach of passengers or the delivery of freight, including motorways and walkways;
- safety, signalling and communication devices installed at level-crossings, stations and marshalling yards (humps), including wagon retarders, equipment for generating, converting and distributing electric power for signalling and communication; facilities necessary for such equipment;
- illuminators required for travelling and safety purposes;
- installations/equipment intended for drawing trains, transmission and conversion of electric power: substations, feeder cables between substations and catenaries, contact networks and holders;
- facilities used by the infrastructure managers, including payment terminals for payment of transportation fee.

