Abstract

The liability of the carrier in international carriage of goods is a classical issue, which is well known, but still actual. The increasing intensity of international trade has impact on the demand for the transport services. Different rules in different legal systems constitute a hindrance for a proper functioning of international transport services. Nowadays, this problem is well solved by the international conventions containing certain rules, regarding contract of carriage in international transport of goods. However, these conventions govern the contract of carriage only in particular mode of transport which is the reason why it is necessary to describe the liability of the carrier in all these particular modes of transport.

The starting point of this thesis is to describe the applicable sets of rules, which can govern the contract of carriage in international transport. Today, the relation among these sets of rules can appear be genuinely complicated. The most crucial point seems to solve the problem of relation between the conventions containing certain rules regarding contract of carriage and the legislation of the EU. In the EU, the most important sets of rules are Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and the Council Regulation (EC) No. 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I). Furthermore, the new Civil Code can raise certain questions which can be important for the contract of carriage in international carriage of goods. Accordingly, I decided to deal with this issue in this thesis as well.

The contract of carriage in international carriage of goods by road is governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention). The focus of this part of this thesis is on the foreign judgements, which are not mentioned very often in our country (for instance judgements from Spain and Hungary). The Electronic consignment note for the carriage of goods by road was discussed in one part of this thesis. Another part was dedicated to the relation of Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) and the Hague Convention of 4 May 1971 on the Law Applicable to Traffic Accidents.

The international carriage of goods by rail is governed by two different legal systems. The first one is the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM - Appendix B to the COTIF-Convention). The Second legal system is Agreement on the international goods transport (SMGS-Agreement). The latest development in this sector is the common CIM/SMGS consignment note which is also covered in this thesis.

The carriage of goods on inland waterways is than governed by the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI-Convention). This recent convention gained on significance in this mode of transport and was ratified by many European countries.

The contract of carriage by air is nowadays governed by two conventions. The older one is the Convention for the Unification of certain rules relating to international carriage by air (Warsaw Convention), which was amended several times. The whole system of amendments is known as Warsaw system. The younger convention is the Convention for the Unification of certain rules for international carriage by air (Montreal Convention) which will replace the Warsaw Convention in the future. However, the Warsaw Convention was a starting pattern for the Montreal Convention and therefore the doctrine and the judgements from the Warsaw system are still relevant.

The situation in international carriage of goods by sea seems to be quite complicated at the present time. The contract of carriage is potentially governed by 3 different sets of rules. The oldest set is known as Hague Rules (International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading). This convention was later amended and its newer version is known as Hague-Visby Rules. Hague-Visby Rules seems not to be suitable for current situation. The system of the liability of the carrier in this convention is said to be unsatisfactory, the catalogue of defences, which the carrier can use is controversial. There was an attempt to replace this convention with a new one in some countries, which is known as Hamburg Convention or Hamburg Rules (United Nations Convention on the Carriage of Goods by Sea). The Czech Republic ratified this convention. However, this convention did not meet the expectations. Therefore, the third convention known as Rotterdam Rules – officially United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by the Sea has been adopted recently. The authors of this convention had high expectations of the convention. However, the destiny of the convention seems not to be as optimistic as it was at the beginning. The Rotterdam Rules attempts to govern bravely many issues which are very complex, for instance the combined transport of electronic transport documents. These issues appear to be a handicap for this new convention in order to succeed. On the other hand, in my opinion, the part dedicated to the liability of carrier is an acceptable compromise between the two older conventions.