

**Amendments and additions to the GCU
 Proposal sheet**

Article 17 of the GCU

<p>1.- Present the problem (with examples and, if possible, figures giving a measure of the scope of the problem):</p> <p>The current text of the General Contract of Use for wagons (GCU) was written prior to the contract's entry into force on the basis of previous experience and solutions which operated in a very different environment, that of the RIV/RIP.</p> <p>The wording of some articles needs to be reviewed in the light of the last six years' experience.</p> <p>This need for clarification will benefit both railway undertakings and keepers, and article 17 will be properly applied once more.</p>	<p>2.- Show why and where the GCU is lacking in this respect.</p> <p>The idea is not to change the original authors' intentions, but to render them applicable and comprehensible.</p> <p>Article 17: how can hiatuses in operations be avoided? For a wagon whose keeper is not a GCU signatory, the RU which initially accepts it (assuming said RU is a GCU signatory) becomes the keeper as per the GCU vis-à-vis all other parties to the contract (those other RUs which are GCU signatories). This point is simple and it is the responsibility of the RU whether it accepts the wagon or not. But when and where does this substitution cease? When custody of the wagon by an RU ceases? That would seem logical: since acceptance marks the start of the obligation, handover would then mark the end. However, far from the accepting RU (which was able to decide to use it as it saw fit), the wagon would then be dependent on the goodwill of an RU unfamiliar with the non-GCU keeper. This substitution thus needs to be limited and clarified as regards the obligations of the accepting RU.</p>
<p>3.- Explain why the described problem can only be solved through the GCU contract.</p> <p>These articles meet a need. Though deleting them would resolve the issue of how to understand them, it would not remove the real difficulties posed by the erroneous conveyance of wagons or by a keeper's decision to remain outside the GCU.</p>	<p>4.- Outline why the problem should be solved as it is envisaged in the proposed amendment/ addition.</p> <p>Once it has been reworded, this article will be easily and uniformly applicable.</p>
<p>5.- Describe how the proposed amendment or addition will help to solve the problem.</p> <p>Problems of understanding, due to the unclear wording, can only be resolved by redrafting the content of this article of the GCU.</p>	<p>6.- Evaluate the possible positive and negative impacts (operational, costs, administrative, interoperability, safety, competitiveness, etc.), using a scale from 1 (very low) to 5 (very high).</p> <p>Removing confusion and uncertainty can only be considered to have a very high positive impact: + 5.</p>



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7.- Text proposal (changes in *blue*)

Replace, in the body of the GCU:

- ***The existing article 17 with the following text:***

Article 17 – Acceptance of wagons whose keepers are not GCU signatories

The present contract shall apply to wagons whose keepers are not GCU signatories from the moment they are accepted by a signatory RU as part of a handover or exchange.

In such cases, the RU which accepts the wagon is considered as its keeper vis-à-vis the other parties to the GCU for this run and for the empty return run following it. This is to be indicated in the CUV wagon note.