

Proposed amendment to GCU Article 6 (Work package 4)

Amendment history

Author(s)	Date	Paragraph	Amendment
ECM in GCU special group	11/08/2026		Basis V10, Separation of Packages
GCU JC decision	15/09/2026 30/09/2026		15 September: approved by UIC and UIP 30 September: approved by ERFA

Title:	ECM in the GCU – Further development of the main text CHAPTER I - GENERAL PROVISIONS – Article 6 - Discontinuance of being a signatory
Proposed amendment made by (RU/keeper/other body):	Special working group (ERFA, UIC, UIP)
Proposed amendment concerns:	☒ Article 6
Proposer:	SG Further Development of the GCU: Christian Kühnast
Location, date:	Remote, 11/08/2026
Concise description:	The amendment to Article 6 more precisely and systematically sets out the conditions, procedure, and legal consequences of a contracting party's withdrawal from the GCU. The amendment is intended, in particular, to clarify deadlines, the effect of withdrawal and contracting parties' publication in the list. No content-based changes to the conditions for exclusion are intended to be made; the amendments are predominantly of an editorial nature.

1. Starting point (current situation):

1.1. Introduction
The GCU sets out the rights and obligations of the contracting parties, as well as the conditions for their participation in the contract. For contractual partnerships to function effectively, it is essential that the consequences of a prolonged delay in payment are clearly defined and documented in a transparent manner. The amendment to Article 6 is therefore intended to improve the structure and transparency of the existing provisions governing the withdrawal of contracting parties
1.2. Mode of operation
Any contracting party which is more than six months in arrears with the payment of its share of the GCU administrative costs exceeding 100 Euros, and which fails to settle the outstanding amount within two months despite a further reminder, shall cease to be a contracting party at the end of the year. The withdrawal will then be published in the list of contracting parties. From that point onwards, the company in question is deemed to be a third party within the meaning of the GCU and no longer has the status of a contracting party.
1.3. Anomaly/description of problem:
The previous provision combined the conditions for withdrawal, the notification thereof, and the legal consequences into a single provision. This could have given rise to uncertainty as to the exact date of withdrawal and the subsequent legal status of the party concerned. Furthermore, the sequence of events, from payment arrears to enforcement proceedings, withdrawal, and the announcement, was not structured with sufficient clarity. This made it difficult to interpret and apply the provision consistently.
1.4. . Does this concern a recognised code of practice* (e.g. DIN, EN)?
☒ No ☐ Yes (state which): * "Code of practice: a written set of rules that, when correctly applied, can be used to control one or more specific hazards." (source: Regulation EC 402/2013, Article 3) "Technical provisions laid down in writing or conveyed verbally and pertaining to procedures, equipment and modes of operation which are generally agreed by the populations concerned (specialists, users, consumer and public authorities) to be suitable for achieving the objective prescribed by law, and which have either proven their worth in practice or, it is generally agreed, are likely to within a reasonable period of time"(translation/source: BMJ Handbuch der Rechtsförmlichkeit – German Ministry of Justice)

2. Target situation

2.1. Elimination of anomaly/problem (goal)
The amended version will, in future, distinguish between the conditions for withdrawal and its legal consequences. Article 6.1 clearly defines the conditions under which, and the point in time at which, a contracting party withdraws from the GCU. Article 6.2 then sets out the procedure for publicising the withdrawal and the status of the party concerned as a third party within the meaning of the contract. This results in a clear, comprehensible, and legally sound process that enhances transparency for all parties to the contract and minimises scope for interpretation.

3. Amendment

Comparison

<u>Current version of the GCU</u>		<u>Amendment considerations</u>	
CHAPTER I OBJECT, SCOPE OF APPLICATION, TERMINATION, FURTHER DEVELOPMENT OF THE CONTRACT, DISCONTINUANCE OF BEING A SIGNATORY		Chapter I General provisions	
		Article 6 (new: previously Article 5) Discontinuance of being a signatory	
	If due amounts of more than 100 EUR owed by a signatory according to section I point 12 of Appendix 8 have been outstanding for more than six months and after an additional request for payment are not paid by the signatory within two months after the request has been sent, the discontinuance of its being a signatory shall be published in the monthly list according to article 2.4. From then on it shall be considered to be a third party according to articles 16 and 17.	6.1	If due amounts of more than 100 EUR owed by a signatory according to section I point 12 of Appendix 8 have been outstanding for more than six months and after an additional request for payment are not paid by the signatory within two months after the request has been sent, it shall cease to be a signatory at the end of the calendar year.
		6.2	The withdrawal of a signatory shall be announced in the list referred to in Article 4.2.
Explanation: <i>Changes in Article 6 compared with the previous Article 15 are purely editorial in nature.</i> <i>No provision for the withdrawal of a signatory in the event of repeated violations of safety-related obligations is foreseen. However, the following measures are to be taken into account: an RU may refuse to accept wagons if the conditions set out in Article 11 are met; a keeper may make a request in accordance with Article 9.4 if it considers an RU to be unreliable. Furthermore, the new Article 32 must be observed.</i>			

4. Reasoning

These changes are necessary to address the ambiguities and points of criticism.

5. Assess potential positive/negative impacts
<i>Assess the possible positive and negative effects (operations, costs, administration, interoperability, safety, competitiveness, etc.) on a scale of 1 (very low) to 5 (very high)/ Justify observations</i> Impacts: Operations: 0 – The provision relates exclusively to the contractual position of a contracting party and has no direct impact on the day-to-day railway operations or the use of wagons. Costs 2 – The parties concerned may incur costs, as outstanding contributions must be settled in order to avoid termination. For the other contracting parties, the arrangement improves the financial security of the GCU Bureau. Overall, however, the economic impact is limited. Administration 3 – The provision establishes a clearly defined process for issuing reminders and terminating memberships, with deadlines and obligations regarding documentation and notification. This results in noticeable changes to administrative processes, though not to any significant extent. Safety 0 – The change has no impact on operational safety, technical safety, or the safe use of wagons. Competitiveness: 1 – The provision applies equally to all contracting parties and has little impact on market or competitive conditions. Whilst it does indirectly promote the reliability of the contractual partnerships, the impact on competition is minimal.

6. Safety appraisal of proposed amendment

Description of actual/target system, and scope of change to be made (see points 1 and 2).

Safety assessment carried out by:

6.1. Does the change made have an impact on safety?	☒ No ☐ Yes
Reasoning: Measures relating to safety-related activities are affected.	
6.2. Is the change significant?	☒ No ☐ Yes
Reasoning: see template Attach the "significant change" test template.	
6.3. Determining and classifying risk:	☒ N/A
6.3.1. Effect of change in normal operation: 6.3.2. Effect of change in the event of disruption/deviation from normal operation: 6.3.3. Potential misuse of system: ☐ No ☐ Yes (describe possible misuse):	
6.4. Have safety measures been applied?	☒ No ☐ Yes
<i>For each type of risk, one of the following risk acceptance criteria is to be selected:</i> • <i>Code of practice</i> • <i>Use of reference system</i> • <i>Explicit risk estimate</i>	
6.5. Has a risk analysis been submitted to the assessment body?	☒ No ☐ Yes
Assessment body: Attach the verdict reached by the assessment body:	[Appendix]