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Transport Law: Preparation of a draft convention on the carriage of goods [wholly or partly] [by sea]

Joint proposal by Australia and France concerning volume contracts

Note by the Secretariat

In preparation for the nineteenth session of Working Group III (Transport Law), the Governments of Australia and France submitted to the Secretariat the proposal attached hereto as an annex concerning volume contracts in the draft convention on the carriage of goods [wholly or partly] [by sea].

This note and document A/CN.9/612 refer to articles in the draft convention as they appeared in document A/CN.9/WG.III/WP.56 and not as they appear in the revised version of the draft convention (A/CN.9/WG.III/WP.81). The proposals are in addition to the ones contained in document A/CN.9/612. The document in the attached annex is reproduced in the form in which it was received by the Secretariat.



Annex

Joint proposal by Australia and France concerning volume contracts

Proposals concerning volume contracts

In document A/CN.9/612, replace paragraph 12 with the following:

“12. It would be preferable to clarify the definition of volume contract given in draft article 1 (b) as follows:

‘Volume contract’ means a contract of carriage negotiated by the parties by which a carrier agrees to special terms for the carriage of a substantial quantity of cargo, in a series of shipments during a set period of time of no less than one year. The quantity may be specified as a minimum, a maximum or a certain range.”

After paragraph 12 in document A/CN.9/612, insert the following and renumber the remaining paragraphs:

“13. The proposed definition clarifies the concept of volume contract under the Convention. The specific feature of this type of contract is that it is negotiated between the parties taking into account that they are committed over a long period of time and for a large quantity. It can thus be distinguished from a contract of carriage that normally is a standard form contract, since the bill of lading is not discussed but only signed by the shipper. The long period of time and the large quantity are what justify allowing derogations to the Convention under article 89 (last version).”
