

Contents

| | |
|--|----|
| <i>Preface and acknowledgments</i> | x |
| PART I | |
| Introduction | 1 |
| 1 What this book is all about | 3 |
| 1.1 Problems discussed | 3 |
| 1.2 What is discussed where? | 7 |
| 2 The present legal context | 10 |
| 2.1 No international multimodal convention | 10 |
| 2.2 Different unimodal liability conventions | 12 |
| 2.3 Attempts to harmonise the law applicable to multimodal transport | 14 |
| <i>Failed conventions</i> | 14 |
| <i>UNCTAD/ICC rules for multimodal transport documents</i> | 17 |
| <i>The pending Rotterdam Rules</i> | 18 |
| 2.4 National solutions in the EU | 24 |
| <i>The 1991 Dutch solution – an all-inclusive network system</i> | 24 |
| <i>The 1998 German CMR-based solution</i> | 25 |
| 2.5 No rules on environmental matters | 27 |
| 3 EU competence in the area of international transport | 29 |
| 3.1 Internal competence | 29 |
| <i>Established by the Treaty of Rome</i> | 29 |
| <i>Limited by certain fundamental principles of EU law</i> | 31 |
| 3.2 External competence – the Rotterdam Rules | 34 |
| 3.3 Conclusions | 37 |

PART II

| | |
|---|-----------|
| The common transport policy | 39 |
| 4 The aim of sustainable transport | 41 |
| 4.1 Development of a CTP on sustainable carriage 41 | |
| <i>A slow start</i> 41 | |
| <i>The 1992 White Paper on sustainable mobility</i> 42 | |
| <i>Multimodality as a solution to problems in transport</i> 43 | |
| 4.2 Identified friction costs preventing modal shift 44 | |
| <i>Different levels of friction costs</i> 44 | |
| <i>Legal friction costs</i> 46 | |
| 4.3 Current status of the CTP 47 | |
| 4.4 The contractual aspect 49 | |
| 5 The call for a European liability framework for multimodal contracts of carriage | 54 |
| 5.1 The different stages of the EU discussion 54 | |
| <i>The initial phase: a radical approach</i> 54 | |
| <i>The first proposal: a uniform liability system and an opt-out regime</i> 56 | |
| <i>Task reviewed after consultations with stakeholders</i> 58 | |
| <i>A second proposal: a uniform network system with optional liability limits</i> 59 | |
| 5.2 Are the Rotterdam Rules an alternative for the EU? 61 | |
| 6 The main legal obstacles to a European framework | 63 |
| 6.1 The underlying unimodal conventions 63 | |
| 6.2 The role of the transport document 68 | |
| <i>How the transport document can be decisive</i> 68 | |
| <i>Three European cases</i> 72 | |
| <i>Two cases from the US</i> 80 | |
| <i>Conclusions</i> 85 | |
| 6.3 The uniform liability system solution – a <i>sui generis</i> approach 86 | |
| <i>The EU discussion</i> 86 | |
| <i>The 2005 EU draft and its benefits</i> 97 | |
| 6.4 The network liability system solution – a fallback clause 105 | |
| <i>The EU discussion</i> 105 | |
| <i>Does the network system of the Rotterdam Rules provide a solution for the EU?</i> 106 | |
| <i>Summary</i> 117 | |

| | |
|---|-----|
| 7 Does a harmonised legal regime really enhance multimodal carriage? | 118 |
| 7.1 Introduction | 118 |
| <i>The economic impact study</i> | 119 |
| <i>The Helsinki study</i> | 121 |
| 7.2 Conclusion | 121 |
| | |
| PART III | |
| Contract law as a tool to promote sustainable carriage of goods | 125 |
| | |
| 8 Integration of sustainability in EU contract law | 127 |
| 8.1 The integration principle in Article 11 TFEU | 127 |
| 8.2 The integration principle in general contract law | 129 |
| | |
| 9 The role of the freight integrator | 132 |
| 9.1 Introduction | 132 |
| <i>To procure and perform transport</i> | 132 |
| <i>The proposed transport integrator</i> | 133 |
| <i>Includes carriers and freight forwarders</i> | 134 |
| 9.2 The present legal framework | 136 |
| <i>The unimodal conventions</i> | 136 |
| <i>The FIATA Model Rules</i> | 138 |
| 9.3 Green solutions in the market | 140 |
| <i>The policy of service providers</i> | 140 |
| <i>The freight integrator study</i> | 141 |
| 9.4 The proposal from the Norwegian Maritime Law Commission | 144 |
| | |
| 10 Conclusion | 146 |
| 10.1 Freedom of contract is not enough | 146 |
| 10.2 Need for a shift in the role of contract law | 149 |
| | |
| <i>Bibliography</i> | 153 |
| <i>Official documents</i> | 159 |
| <i>Table of treaties</i> | 161 |
| <i>Table of cases</i> | 166 |
| <i>Table of legislation</i> | 168 |
| <i>Index</i> | 171 |

Preface and acknowledgments

“I would like the lawyers to tell me what the law should be, and not what it is.”
Beatrice Ask, Swedish Minister of Justice,
at a seminar in Helsinki 28 April 2014

This book discusses how the rules on international carriage of goods should be changed in order to enhance sustainable carriage of goods within the EU. The goal of sustainable carriage could be achieved if the steadily growing road carriage within the Union could be replaced by more environmentally friendly multimodal transport involving rail and sea carriage. One way to make this happen, as suggested by the European Commission, is to provide the transport industry with a harmonised liability regime for European multimodal transport. By doing so, one obstacle to increased use of multimodal transport arrangements in the shape of the unpredictable legal situation of the parties to a contract of carriage, would be removed. The latter problem, identified as the regulatory gap in international transport, has been discussed internationally for decades, but with no solution so far.

This book outlines and analyses the common transport policy on multimodal sustainable carriage of goods and its impact on the private law regimes governing it. The different proposals for an EU regime on multimodal contracts of carriage will be discussed in this context. One of the questions addressed is the competence of the EU in the area of international transport, which previously was left to the Member States in different international collaboration.

Despite the fact that environmental protection should be integrated in all EU activities, its impact is more of a political than a legal question. Economic research shows that efforts by the EU towards a harmonised liability regime are not likely to be very effective as regards the desired modal shift. This book accordingly argues that the EU Commission should rethink its strategy and not rely upon the mere existence of a harmonised liability regime to reach its goal of sustainable carriage of goods. However, as much work has been allocated to drafting a liability regime, and as there is a call for it on an international level, the Commission should strive to integrate environmental issues into the existing

proposed liability regimes. This could be done either within the framework of a regional liability regime for the EU, or within the framework of, for example, the proposed Rotterdam Rules.

This book advocates that the legal entities responsible for organising transport, the so-called freight integrators, should have a duty to inform their customers about the environmental impact of a certain assignment. Neither shippers nor freight integrators can take an informed decision on the choice of route and modes of transport without this information. Work on gathering the environmental footprints of transport should thus continue and the information should be integrated in the sustainable public procurement program of the EU.

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