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**CENTRAL COMMISSION FOR THE NAVIGATION OF THE RHINE**

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Diplomatic conference organised by the CCNR  
for the adoption of the Revised Strasbourg Convention  
on the limitation of liability in inland navigation (CLNI)  
(Strasbourg, 25 - 27 September 2012)

**Examination of the draft of the Revised Strasbourg Convention on the  
Limitation of Liability in Inland Navigation  
(CLNI 2012)**

Communication from the Dutch delegation

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The Dutch delegation congratulates the Chair and the Secretariat on the quality of the preparatory work and the provision under reference no. CLNI/EG (12) 8 of the draft of the full text of the Convention, with a view to its examination at the Diplomatic Conference.

**General points**

Given that the punctuation is often wrong, the full text should be checked through again by the drafting committee. It would be appropriate on this occasion to ensure that the expressions "contracting Party", "contracting State" and "State party to this Convention" are being used properly (see for example paragraphs 1 and 2 of Article 22 in the German-language version).

**Article 1 – Heading**

This concerns the Dutch-language version only: Deletion of the first comma and replacement of the second comma by "en".

**Article 1 (2) a**

This concerns the Dutch-language version only: Replacement of "charterer" by "bevrachter" and of "reder" by "beheerder". The second modification is necessary as the word used ("reder") in fact means the owner of the boat, which adds nothing essential to the definition, whereas "operator" ("beheerder") covers the preferred wider meaning.

### **Article 1 (2) e**

The current Dutch-language version defines all waterways as being “all inland stretches of water, including lakes”. All the other language versions refer to “all inland waterways, including lakes”. This apparently restrictive definition is unclear, as there is no indication of what makes an inland waterway navigable. Also, application of the CLNI is determined by specific damage (within the meaning of paragraph 1 of Article 15) and a restriction of the general expression is unnecessary. The Dutch delegation therefore proposes altering the text in all the other language versions in line with the wording used in the Dutch-language version.

### **Article 3 a**

The Dutch delegation welcomes the purpose of the final meeting of the working group to clarify the text in order to state clearly that the special compensation rendered possible by the 1989 International Convention on Salvage is also included in the claim excepted from limitation. In the meantime it has become apparent that a direct, explicit reference to this Convention raises a number of objections. Nevertheless, we do not think the wording adopted is sufficiently clear. We propose that the CLNI should adopt the wording used in the 1999 International Convention on Arrest of Ships. This part of the sentence would then be drafted as follows in English: "including, if applicable, special compensation relating to salvage operations in respect of a ship which by itself or its cargo threatened damage to the environment"

### **Article 6 (1) c**

This concerns the Dutch-language version only: Replacement of "des" by "van de".

### **Article 6 (3)**

This concerns the Dutch-language version only: Replacement of "voor" by "op" (two occurrences).

### **Article 7**

The Dutch delegation feels that the present wording does not adequately express that a number of funds will be set up and that the difference compared with Article 6 is likely to be confusing. We therefore propose adapting the wording of the existing text of Article 8; the first sentence of Article 7 would then read as follows:

“The limits of liability for a vessel carrying dangerous goods in respect of claims arising in respect of damage resulting directly or indirectly from the dangerous nature of the goods, shall be calculated as follows:”

For the sake of coherency with the Articles of the Convention, we also propose dividing the Article into two paragraphs; in the Dutch-language version, the second paragraph would then start with “When the amount ...”.

### **Article 9 (3)**

This concerns the Dutch-language version only: Replacement of "aan de hand" by "op grond".

#### **Article 14 (1)**

The Dutch delegation maintains its position that the wording of Article 14, which no longer authorises the Dutch system to remove wrecks and damaged structures, should be withdrawn. The room for manoeuvre supplied by the possibility provided by Article 2 (1) d) and e) to subject claims to the limitation of liability is insufficient in these cases, given the specific features of the Dutch system. We are not able to accept alterations to the text that would have an impact on the Dutch system. In real terms, the Dutch delegation proposes maintaining the wording of the CLNI currently in force.

#### **Article 15bis**

The proposal of the French delegation aimed at clarifying the application in time of the ceilings is no longer included in the text, as it appears that this aspect has been taken into account by adding the following words to Article 20 (3) and Article 21 (8): "The amended amounts shall however only apply to claims arising from an incident that occurred after the amendment entered into force." The Dutch delegation proposes clarifying the text by deleting this sentence and inserting it in Article 15 a), as the French delegation proposed.

#### **Article 15 (1)**

The words added to the current version of the CLNI cause confusion, particularly since the passage, manifestly inserted to provide clarification, is drafted in the conditional tense. The Dutch delegation proposes reverting to the original wording. The first sentence would then read as follows: "This Convention shall apply to the limitation of the liability of the owner of a vessel or a salvor at the time of the incident giving rise to the claims when ...". This return to the original text is more in keeping with Article 14, leaving no room for confusion.

#### **Article 15 (2) b**

In Dutch, the title of the AGN does not take a capital letter after the word "Verdrag" and should be written as follows: "Europees Verdrag inzake hoofdwaterwegen die van internationaal belang zijn (AGN)".

#### **Article 20 (1)**

As the date for adopting the text has in the meantime been set as 27 September 2012, the text in brackets may be replaced by the actual date. The Dutch delegation proposes inserting the date of 21 December 2017 as the date in brackets, in place of the present text: "the last day of the year five years after adoption of the Convention".

#### **Article 20 (3) and Article 21 (8)**

In the sentence "The revised limits shall be binding on any State becoming a party to this Convention after adoption of the revision" fails to indicate a date for entry into force. The Dutch delegation therefore proposes amending the sentence as follows in all the languages: "Any State that becomes a Party to this Convention after revised limits have been adopted shall be bound by them from the date indicated in the first sentence."

### **Article 21**

The Dutch delegation proposes indicating in all the different language versions, both in the title and in the text of the Article, a “change” rather than an “increase”. This would then also apply *mutatis mutandis* for Article 22 (2) b (iv).

### **Article 22 (2) b (iv)**

This concerns the Dutch-language version only: Insertion of a comma after "derde lid". Given that there is also a possibility that the wording of Article 21 will be altered, this sentence is no longer relevant in context. It is proposed that this sentence should be replaced as follows in all the different language versions: "from the date of entry into force of a change in accordance with paragraph 3 of Article 20 and paragraph 8 of Article 21;".

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