

IMO - IMLI

LEGISLATIVE DRAFTING PROJECT

**Ratification of the Protocol
to the Athens Convention relating to the Carriage of
Passengers and their Luggage by sea, 2002;
and
Amendments to the Croatian Maritime Code**

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Malta, 3 February, 2004

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1. Explanatory note

Being a country with thousand islands and depending on tourism as one of the main sources of income, carriage of passengers has always been very important for Croatia.

Croatia has just recently, in 1997, ratified the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 together with Protocols of 1976 and 1990. The regime adopted in 1974 Convention was incorporated in Croatian Maritime Code passed in 1994 with amounts of limitation of liability of 46,666 SDR per passenger per voyage.

As the Protocol to the Athens Convention 2002 significantly changes the liability regime and introduces inter alia much higher limits, compulsory insurance and the direct action, there is a need to revise the current position on the subject matter. It has to be noted that the change in the regime of carriage of passengers will have a great impact in practice so all aspects have to be carefully examined along with Croatia's capabilities of successful implementation and enforcement of the provisions of the Convention. In the case of the Athens Convention this is even more important as the State Party is responsible for enforcing the Convention not only on its own ships, but also in respect of ships under foreign flags coming to Croatia's ports.

Having all this in mind, it has to be emphasized that sooner or later Croatia will need to implement these standards especially considering its aspirations to become a member of the European Union as soon as possible. With the process of harmonization of laws with the EU law system well underway, it would certainly be advisable to begin the process of ratification of the Protocol to the Athens Convention 2002 as well as consider amending the Maritime Code so as to make the regime for carriage of passengers unified.

When dealing with conclusion and ratification of international treaties there are two main sources of law we have to look at:

- the Constitution of the Republic of Croatia; and
- the Law on Conclusion and Enforcement of International Treaties

According to the relevant provisions of these two legislative sources, the first step in the procedure of ratification is passing of the Law of Ratification by the Croatian Parliament which is then promulgated by means of a Decision to Promulgate the Law of Ratification that is made by the President of the Republic.

Both the Law of Ratification and the Decision to Promulgate the Law of Ratification, have to be published in the official gazette of Croatia, '*Narodne Novine*'.

As the international treaties often do not come into force for some time while a sufficient number of States ratifies it or accedes to it, and then the States are free to accede to it after it enters into force, the time of entering into force of the Convention for each and every State will usually be different. For the purpose of making public the date on which the treaty comes into force for Croatia and therefore becomes binding on its nationals or within its territory, an Act of

Publishing of Entry into Force is published in the official gazette by the Minister of Foreign Affairs.

Sometimes the provisions of the treaty make it mandatory for the State to denounce the previous treaties dealing with the same subject matter. In accordance with the Law on Conclusion and Enforcement of International Treaties to denounce a treaty the Government of the Republic of Croatia has to adopt a Decision of Denouncement. But as it is not desired that the Denouncement comes into force before the State is actually bound by a new treaty replacing the regime of the previous one, in order to avoid the lacunae legis, the entry into force of the Denouncement will be suspended until that time. Once all conditions set by the treaty provisions in that respect are fulfilled, the Minister of Foreign Affairs will issue the Act of Publishing of Entry into Force of Denouncement.

After a treaty is ratified in accordance with the procedure explained above, it will become binding for both the State and its nationals and will rank above domestic law. But as the conventions more often than not have provisions which limit their scope of application only to cases with foreign element, for the treaty regime to be applied in purely domestic cases the internal law on the subject matter would have to be amended.

If only one part of the more complex Law or Code is being amended this is done by means of the Law on the Amendments of the relevant Law or Code. After this Law on the Amendments is adopted by the Parliament, the President of the Republic will issue the Decision to Promulgate the said Law. Again both have to be published in the official gazette which will also determine the date of entry into force of the Law.

2. Part I - Ratification of the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002

2.1. Purpose of the Ratification

At the IMO Diplomatic Conference held in London from 21st October to 1st November 2002 the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 was adopted. Protocol 2002 introduces significant changes in the present regime of the shipowners' liability for death and personal injury of passengers with an aim to achieve better protection of passengers carried by sea.

As per the 1974 Athens Convention, presently still in force, the liability of the carrier is based on fault of the carrier proved by the claimant unless the damage is caused by "shipping incident" in which case the liability is based on the fault of carrier with reverse burden of proof (presumed fault) but the liability is always limited up to the limit of SDR 46.666 per passenger per voyage.

The limit of liability has been increased by the Protocol 1990 to the amount of SDR 175.000, but this Protocol has not entered into force being adopted only by three states.

The new Protocol 2002 increases the limits of liability, introduces a two-tier liability regime with regard to the claims for death and personal injury of the passengers caused by a "shipping incident" and for those claims introduces compulsory insurance. The first tier consists of strict liability and the second tier is fault based with a reversed burden of proof. According to the Protocol, the carrier is strictly liable up to a limit of 250.000 SDR per passenger for each distinct occasion. For claims exceeding that limit but limited to the overall limit of 400.000 SDR the carrier is liable unless he proves that the incident, which caused the death or personal injury, occurred without his fault or neglect.

The carrier can be exonerated from his strict liability only if he can prove that the incident

- (a) was the result of an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional inevitable and irresistible character or
- (b) was wholly caused by an act or omission by a third party done with the intent to cause the incident.

With regard to the claims for death or personal injury of a passenger not caused by a "shipping incident" the carrier is liable if the incident which caused death or personal injury was due to his fault or neglect, and the burden of proof in such case lies with the claimant. The maximum limit of the carrier's liability in those cases is again SDR 400.000.

The 2002 Protocol has also introduced an opt-out clause in accordance with which States are allowed to elect higher limits of liability or even unlimited liability in respect of carriers who are subject to their jurisdiction.

Under the 2002 Protocol carriers must obtain and maintain compulsory insurance or other financial security covering their liability in respect of passenger claims for death and personal injury for not less than SDR 250.000 per passenger for each distinct occasion and the ships registered in the State Party to the Protocol which are licensed to carry more than 12 passengers must carry valid certificate of insurance or financial security in accordance with the Protocol. Moreover, any State Party to the Protocol is entitled to require the certificate of insurance or financial security in accordance with the Protocol from any ship entering in the State's port whether the ship is registered in the State Party to the Protocol or not.

Under the Protocol 2002 the claimants are given a right of direct action against the carrier's insurers or providers of financial security, whose limit of liability is set also at SDR 250.000 per passenger for each distinct occasion.

If sued directly, the insurers can invoke the defence which the carrier could have invoked against the claimant as well as willful misconduct defence. Insurers however, may not invoke any other defence to which they would be entitled under the insurance contract such as for instance: unpaid premium, or "pay to be paid" defence.

State may not be bound by the Protocol unless, if Party thereto, it denounces Athens Convention 1974 and its Protocols of 1976 and 1990 with effect from the time that the Protocol 2002 enters into force for that State.

The Protocol shall enter into force 12 months following the date on which 10 States have either signed it without reservation as to ratification, acceptance or approval or have deposited instruments of ratification, acceptance approval or accession with the Secretary-General of IMO.

As all the requirements of the European Union in relation to the protection of the passengers carried by sea set out a year before the Protocol has been adopted, have been included in the Protocol, on 24th June 2003 the European Commission has presented a proposal for a Council's Decision that all EU Member States become parties to the Protocol 2002 before the end of the year 2005.

If 15 States of the Union accept new Protocol, it would be enough for the Protocol to enter into force.

The present Croatian Maritime Code has adopted liability regime of the Athens Convention 1974 (as amended by Protocol 1976) as to the liability for death and personal injury of the passengers carried by sea and as regard to the limits of liability being SDR 46.666.

The Republic of Croatia is also a Party to the Protocol 1990 which has increased limits of liability to SDR 175.000 but has not yet entered into force and it seems that there are no prospects for this Protocol to enter into force after adoption of the Protocol of 2002.

3 February 2004

Marija Pospisil

It is therefore proposed in order to better protect the passengers carried by sea to ratify the new Protocol 2002 and to increase the limits of liability introducing strict liability of the carrier and compulsory insurance in accordance with the provisions of the 2002 Protocol.

The Republic of Croatia is aiming to become a member of European Union and once Croatia becomes a member state of European Union it will be necessary to harmonize the laws of Republic of Croatia with the laws of European Union and than it will be necessary to ratify 2002 Protocol in any event.

3 February 2004

Marija Pospisil

2.2. Decision of Promulgation of the Law of Ratification of the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002

In accordance with Article 88. of the Constitution of the Republic of Croatia, I make the following

**DECISION
OF PROMULGATION OF THE LAW OF RATIFICATION OF THE PROTOCOL TO
THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS
AND THEIR LUGGAGE BY SEA, 2002**

I promulgate the Law of ratification of the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 passed by the Parliament of the Republic of Croatia on the session of _____, 2004.

Number: _____
Zagreb, _____, 2004

President
Of the Republic of Croatia
Stjepan Mesić

2.3. Law of Ratification of the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002

**LAW
OF RATIFICATION OF THE PROTOCOL TO THE ATHENS CONVENTION
RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA,
2002**

Article 1.

The Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 signed in London on 1 November 2002 in original in Arabic, Chinese, English, French, Russian and Spanish language, is hereby ratified.

Article 2.

Text of the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 in English language and its translation into Croatian language read as follows:

**PROTOCOL OF 2002 TO THE ATHENS
CONVENTION RELATING TO
THE CARRIAGE OF PASSENGERS AND
THEIR
LUGGAGE BY SEA, 1974**

The States Parties to this Protocol,
CONSIDERING that it is desirable to revise the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at Athens on 13 December 1974, to provide for enhanced compensation, to introduce strict liability, to establish a simplified procedure for updating the limitation amounts, and to ensure compulsory insurance for the benefit of passengers,
RECALLING that the 1976 Protocol to the Convention introduces the Special Drawing Right as the Unit of Account in place of the gold franc,
HAVING NOTED that the 1990 Protocol to the Convention, which provides for enhanced compensation and a simplified procedure for

**PROTOKOL IZ 2002. GODINE
ATENSKE KONVENCIJE IZ
1974.GODINE O PRIJEVOZU
PUTNIKA I NJIHOVE PRTLJAGE
MOREM**

Države ugovornice ovog Protokola,
SMATRAJUĆI da je potrebno izmijeniti Atensku Konvenciju o prijevozu putnika i njihove prtljage morem, zaključenu u Ateni, 13. prosinca 1974. godine da bi se omogućila povećana naknada, uvela objektivna odgovornost i da bi se obavezno osiguranje u korist putnika učinilo obveznim,
PODSJECAJUĆI da je Protokolom iz 1976. godine uz Konvenciju uvedeno Posebno pravo vučenja kao obračunska jedinica u zamjenu za zlatni franak,
NAPOMINJUĆI da Protokol iz 1990. godine uz Konvenciju, koji omogućuje povećane naknade i pojednostavljenije postupka usklađenja iznosa ograničenja, nije

updating the limitation amounts, has not entered into force,

HAVE AGREED as follows:

ARTICLE 1

For the purposes of this Protocol:

1 'Convention' means the text of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974.

2 'Organization' means the International Maritime Organization.

3 'Secretary-General' means the Secretary-General of the Organization.

ARTICLE 2

Article 1, paragraph 1 of the Convention is replaced by the following text:

1

(a) 'carrier' means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by that person or by a performing carrier;

(b) 'performing carrier' means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage; and

(c) 'carrier who actually performs the whole or a part of the carriage' means the performing carrier, or, in so far as the carrier actually performs the carriage, the carrier.

ARTICLE 3

1 Article 1, paragraph 10 of the Convention is replaced by the following:

10 'Organization' means the International Maritime Organization.

2 The following text is added as Article 1, paragraph 11, of the Convention:

11 'Secretary-General' means the Secretary-General of the Organization.

ARTICLE 4

Article 3 of the Convention is replaced by the following text:

Article 3

Liability of the carrier

stupio na snagu,

SPORAZUMJELE su se kako slijedi:

ČLANAK 1.

U svrhu ovog Protokola:

1. 'Konvencija' označava Atensku Konvenciju o prijevozu putnika i njihove prtljage morem, 1974.

2. 'Organizacija' označava Međunarodnu pomorsku organizaciju.

3. 'Glavni tajnik' označava Glavnog tajnika Organizacije.

ČLANAK 2.

Članak 1 stavak 1 Konvencije zamjenjuje se slijedećim tekstom:

1.

(a) 'prijevoznik' označava osobu koja sklapa ugovor o prijevozu ili u čije ime se taj ugovor sklapa, bilo da prijevoz stvarno obavlja ta osoba, bilo da ga obavlja preko stvarnog prijevoznika;

(b) 'stvarni prijevoznik' označava osobu različitu od prijevoznika, bilo da je vlasnik broda, naručitelj ili brodar broda, koji stvarno obavlja prijevoz u cijelosti ili u dijelu prijevoza;

(c) 'prijevoznik koji stvarno obavlja u cijelosti ili dijelu prijevoz' označava stvarnog prijevoznika ili u dijelu u kojem prijevoznik stvarno obavlja prijevoz, prijevoznika;

ČLANAK 3.

1. Članak 1. stavak 10. Konvencije mijenja se tako da glasi:

10. 'Organizacija' označava Međunarodnu pomorsku organizaciju.

2. Slijedeći tekst se dodaje kao članak 1. stavak 11. Konvencije:

11. 'Glavni tajnik' označava Glavnog tajnika Organizacije.

ČLANAK 4.

Članak 3. Konvencije zamjenjuje se slijedećim tekstom:

Članak 3.

Odgovornost prijevoznika

1 For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, the carrier shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250,000 units of account, unless the carrier proves that the incident:

(a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or

(b) was wholly caused by an act or omission done with the intent to cause the incident by a third party.

If and to the extent that the loss exceeds the above limit, the carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

2 For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The burden of proving fault or neglect shall lie with the claimant.

3 For the loss suffered as a result of the loss of or damage to cabin luggage, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident.

4 For the loss suffered as a result of the loss of or damage to luggage other than cabin luggage, the carrier shall be liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

5 For the purposes of this Article:

(a) 'shipping incident' means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship;

(b) 'fault or neglect of the carrier' includes the fault or neglect of the servants of the carrier, acting within the scope of their employment;

1. Za štetu pretrpljenu kao posljedicu smrti ili tjelesne ozljede putnika prouzročene pomorskom nezgodom, prijevoznik je odgovoran do iznosa koji ne prelazi 250.000 SDR po putniku po pojedinom slučaju, osim ako prijevoznik ne dokaže da je događaj:

(a) prouzročen ratom, neprijateljstvima, građanskim ratom, pobunom ili prirodnim fenomenom izuzetnih, neizbježivih i neodoljivih karakteristika; ili

(b) je u cijelosti prouzročen radnjom ili propustom treće osobe učinjenim u namjeri da se prouzroči događaj.

Ako, i u mjeri u kojoj šteta prelazi navedeno ograničenje, prijevoznik je dodatno odgovoran ako ne dokaže da se događaj koji je prouzročio štetu dogodio bez krivnje ili propusta prijevoznika.

2. Za štetu pretrpljenu zbog smrti ili tjelesne ozljede putnika koja nije prouzročena pomorskom nezgodom, prijevoznik je odgovoran ako je događaj koji je prouzročio štetu uzrokovan krivnjom ili propustom prijevoznika. Teret dokaza krivnje ili propusta leži na tužitelju.

3. Za štetu zbog gubitka ili oštećenja ručne prtljage, prijevoznik je odgovoran ako je događaj koji je prouzročio štetu nastao krivnjom ili propustom prijevoznika. Krivnja ili propust prijevoznika se pretpostavlja za štetu prouzročenu pomorskom nezgodom.

4. Za štetu pretrpljenu zbog gubitka ili oštećenja ostale prtljage, osim ručne, prijevoznik je odgovoran osim ako prijevoznik dokaže da je šteta nastala bez krivnje ili propusta prijevoznika.

5. Za svrhu ovog članka:

(a) 'pomorska nezgoda' označava brodolom, prevrnuće, sudar ili udar broda, eksplozija ili požar na brodu, ili nedostatak na brodu;

(b) 'krivnja ili propust prijevoznika' uključuje krivnju ili propust njegovih službenika, koji rade u okviru svoje službe;

(c) 'defect in the ship' means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers; or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances; and
(d) .loss. shall not include punitive or exemplary damages.

6 The liability of the carrier under this Article only relates to loss arising from incidents that occurred in the course of the carriage. The burden of proving that the incident which caused the loss occurred in the course of the carriage, and the extent of the loss, shall lie with the claimant.

7 Nothing in this Convention shall prejudice any right of recourse of the carrier against any third party, or the defence of contributory negligence under Article 6 of this Convention. Nothing in this Article shall prejudice any right of limitation under Articles 7 or 8 of this Convention.

8 Presumptions of fault or neglect of a party or the allocation of the burden of proof to a party shall not prevent evidence in favour of that party from being considered.

ARTICLE 5

The following text is added as Article 4bis of the Convention:

Article 4bis

Compulsory insurance

1 When passengers are carried on board a ship registered in a State Party that is licensed to carry more than twelve passengers, and this Convention applies, any carrier who actually performs the whole or a part of the carriage shall maintain insurance or other financial security, such as the guarantee of a bank or similar financial institution, to cover liability under this Convention in respect of the death of and personal injury to passengers. The limit of the compulsory insurance or other financial security

(c) 'nedostatak na brodu' je svaka manjkavost ili neusklađenost s pravilima sigurnosti u odnosu na bilo koji dio broda ili njegove opreme kada se koristi za spašavanje, evakuaciju, ukrcaj ili iskrcaj putnika; ili se koristi za pogon, kormilarenje, sigurnost plovidbe, vezivanje, sidrenje, dolazak na ili napuštanje veza ili sidrišta ili sigurnosne mjere u svezi prodora vode; ili se koristi za rad sredstvima za spašavanje; i
(d) 'šteta' ne uključuje izgublenu dobit

6. Odgovornost prijevoznika sukladno ovom članku uključuje samo štete proizašle iz događaja koji se zbio tijekom prijevoza. Teret dokaza da se događaj koji je prouzročio štetu dogodio tijekom prijevoza i za visinu štete, leži na tužitelju.

7. Ništa u ovoj Konvenciji ne utječe na regresno pravo prijevoznika prema trećoj osobi ili obranu o podijeljenoj krivnji temeljem članka 6. ove Konvencije niti na pravo ograničenja prema članku 7. ili 8. ove Konvencije.

8. Pretpostavka krivnje ili nepažnje stranke ili teret dokaza ne sprječava razmatranje dokaza u korist te stranke.

ČLANAK 5.

Slijedći tekst dodaje se kao članak 4 bis Konvencije:

Članak 4bis.

Obavezno osiguranje

1. Kad se putnici prevoze brdom upisanim u državi stranci Konvencije koji je ovlašten prevoziti više od 12 putnika, na koji se primjenjuje ova Konvencija, prijevoznik koji stvarno obavlja cijelo ili dio putovanja mora imati osiguranje ili drugo financijsko jamstvo kao što je garancija banke ili druge institucije za pokriće svoje odgovornosti prema ovoj Konvenciji za smrt i tjelesne ozljede putnika. Iznos obaveznog osiguranja ili drugog jamstva ne smije biti manji od

shall not be less than 250,000 units of account per passenger on each distinct occasion.

2 A certificate attesting that insurance or other financial security is in force in accordance with the provisions of this Convention shall be issued to each ship after the appropriate authority of a State Party has determined that the requirements of paragraph 1 have been complied with. With respect to a ship registered in a State Party, such certificate shall be issued or certified by the appropriate authority of the State of the ship's registry; with respect to a ship not registered in a State Party it may be issued or certified by the appropriate authority of any State Party. This certificate shall be in the form of the model set out in the annex to this Convention and shall contain the following particulars:

- (a) name of ship, distinctive number or letters and port of registry;
- (b) name and principal place of business of the carrier who actually performs the whole or a part of the carriage;
- (c) IMO ship identification number;
- (d) type and duration of security;
- (e) name and principal place of business of insurer or other person providing financial security and, where appropriate, place of business where the insurance or other financial security is established; and
- (f) period of validity of the certificate, which shall not be longer than the period of validity of the insurance or other financial security.

3 (a) A State Party may authorize an institution or an organization recognized by it to issue the certificate. Such institution or organization shall inform that State of the issue of each certificate. In all cases, the State Party shall fully guarantee the completeness and accuracy of the certificate so issued, and shall undertake to ensure the necessary arrangements to satisfy this obligation.

(b) A State Party shall notify the Secretary-General of:

- (i) the specific responsibilities and conditions of the authority delegated to an institution or organization recognized by it;

250.000 SDR po putniku za svaki pojedini slučaj

2. Svjedodžba koja potvrđuje da je osiguranje ili drugo financijsko jamstvo na snazi sukladno ovoj Konvenciji izdaje se svakom brodu nakon što se odgovarajuće tijelo Države ugovornice uvjeri da su ispunjeni uvjeti iz stavka 1. Za brod registriran u Državi ugovornici, svjedodžbu će izdati odgovarajuće tijelo Države koja vodi upisnik broda; za brod koji nije registriran u Državi ugovornici, svjedodžba može biti izdana ili potvrđena od odgovarajućeg tijela bilo koje Države ugovornice. Svjedodžba će biti u obliku prema modelu u prilogu Konvencije i sadrži slijedeće podatke:

- (a) ime broda, oznaku raspoznavanja i luku upisa;
- (b) ime i sjedište prijevoznika koji stvarno obavlja prijevoz u cijelosti ili u dijelu;
- (c) IMO identifikacijski broj broda;
- (d) vrsta i trajanje osiguranja;
- (e) ime i poslovno sjedište osiguratelja ili druge osobe koja je dala jamstvo i kada je to prikladno, mjesto gdje je osiguranje ili drugo jamstvo zaključeno; i
- (f) vrijeme važenja svjedodžbe, koje ne smije biti dulje od vremena važenja osiguranja ili drugog jamstva.

3. (a) Država ugovornica može ovlastiti neku instituciju ili organizaciju koju priznaje za izdavanje svjedodžbe iz stavka 2. Takva institucija ili organizacija izvjestit će tu Državu o izdavanju svake svjedodžbe. U svakom slučaju, Država ugovornica u cijelosti jamči za potpunost i ispravnost tako izdane svjedodžbe, te će poduzeti sve potrebne mjere kako bi ispunila ovu obavezu.

(c) Država ugovornica obavijestit će Glavnog tajnika o:

- (d) (i) posebnim odgovornostima i uvjetima ovlaštenja prenesenih na od nje priznatu instituciju ili

(ii) the withdrawal of such authority; and
 (iii) the date from which such authority or withdrawal of such authority takes effect.

An authority delegated shall not take effect prior to three months from the date from which notification to that effect was given to the Secretary-General.

(c) The institution or organization authorized to issue certificates in accordance with this paragraph shall, as a minimum, be authorized to withdraw these certificates if the conditions under which they have been issued are not complied with. In all cases the institution or organization shall report such withdrawal to the State on whose behalf the certificate was issued.

4 The certificate shall be in the official language or languages of the issuing State. If the language used is not English, French or Spanish, the text shall include a translation into one of these languages, and, where the State so decides, the official language of the State may be omitted.

5 The certificate shall be carried on board the ship, and a copy shall be deposited with the authorities who keep the record of the ship's registry or, if the ship is not registered in a State Party, with the authority of the State issuing or certifying the certificate.

6 An insurance or other financial security shall not satisfy the requirements of this Article if it can cease, for reasons other than the expiry of the period of validity of the insurance or security specified in the certificate, before three months have elapsed from the date on which notice of its termination is given to the authorities referred to in paragraph 5, unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period. The foregoing provisions shall similarly apply to any modification which results in the insurance or other financial security no longer satisfying the requirements of this Article.

7 The State of the ship's registry shall, subject to the provisions of this Article, determine the conditions of issue and validity of the certificate.

8 Nothing in this Convention shall be construed as preventing a State Party from relying on

organizaciju;

(ii) opozivu tog ovlaštenja; i

(iii) datum od kojeg ovlast ili opoziv ovlasti proizvodi učinke.

Prijenos ovlasti neće imati učinka prije isteka perioda od tri mjeseca od dana upućivanja obavijesti o tome Generalnom sekretaru.

(c) Institucija ili organizacija ovlaštena za izdavanje svjedodžbe sukladno ovom stavku, bit će ovlaštena opozvati svjedodžbe, ako se ne održavaju uvjeti pod kojima su izdane. U svakom slučaju, institucija ili organizacija će o takvom opozivu izvijestiti Državu u čije ime je svjedodžba izdana.

4. Svjedodžba se izdaje na službenom jeziku ili jezicima države koja je izdaje. Ako korišteni jezik nije engleski, francuski ili španjolski, tekst će sadržavati i prijevod na jedan od tih jezika, a ako Država tako odluči, službeni jezik Države može se izostaviti.

5. Svjedodžba se mora držati na brodu, a kopija se čuva kod tijela koje vodi upisnik brodova ili, ako brod nije upisan u Državi ugovornici, kod tijela Države koja je izdala svjedodžbu.

6. Osiguranje ili drugo financijsko jamstvo ne udovoljava zahtjevima ovog članka ako može prestati važiti iz drugih razloga osim isteka razdoblja važenja osiguranja ili jamstva navedenog u svjedodžbi iz stavka 2. prije isteka 3 mjeseca od dana kad je obavijest o njegovom prestanku dostavljena tijelima iz stavka 5., osim ako svjedodžba nije predana tim tijelima ili u navedenom periodu nije izdana nova svjedodžba. Prethodne odredbe se odgovarajuće primjenjuju na bilo koje izmjene koje dovode do toga da osiguranje ili drugo jamstvo više ne udovoljava zahtjevima ovog članka.

7. Država koja vodi upisnik brodova će, sukladno odredbama ovog članka, utvrditi uvjete izdavanja i valjanosti svjedodžbe.

8. Ništa u ovoj Konvenciji ne sprečava

information obtained from other States or the Organization or other international organizations relating to the financial standing of providers of insurance or other financial security for the purposes of this Convention. In such cases, the State Party relying on such information is not relieved of its responsibility as a State issuing the certificate.

9 Certificates issued or certified under the authority of a State Party shall be accepted by other States Parties for the purposes of this Convention and shall be regarded by other States Parties as having the same force as certificates issued or certified by them, even if issued or certified in respect of a ship not registered in a State Party. A State Party may at any time request consultation with the issuing or certifying State should it believe that the insurer or guarantor named in the insurance certificate is not financially capable of meeting the obligations imposed by this Convention.

10 Any claim for compensation covered by insurance or other financial security pursuant to this Article may be brought directly against the insurer or other person providing financial security. In such case, the amount set out in paragraph 1 applies as the limit of liability of the insurer or other person providing financial security, even if the carrier or the performing carrier is not entitled to limitation of liability. The defendant may further invoke the defences (other than the bankruptcy or winding up) which the carrier referred to in paragraph 1 would have been entitled to invoke in accordance with this Convention. Furthermore, the defendant may invoke the defence that the damage resulted from the willful misconduct of the assured, but the defendant shall not invoke any other defense which the defendant might have been entitled to invoke in proceedings brought by the assured against the defendant. The defendant shall in any event have the right to require the carrier and the performing carrier to be joined in the proceedings.

11 Any sums provided by insurance or by other financial security maintained in accordance with

Državu ugovornicu da se pouzda u informacije koje su dobivene od druge države ili Organizacije ili druge međunarodne organizacije u svezi s financijskim stanjem osiguratelja ili davatelja jamstva u svrhu ove Konvencije. U tom slučaju, Država ugovornica koja se pouzda u takve informacije, ne oslobađa se svoje odgovornosti kao izdavatelj svjedodžbe.

9. Svjedodžba izdana ili potvrđena od Države ugovornice bit će priznata od drugih država ugovornica u svrhu ove Konvencije i smatrat će se kao dokument iste snage kao svjedodžba izdana ili potvrđena od njih, čak i kad je izdana ili potvrđena za brod koji nije upisan u toj Državi ugovornici. Država ugovornica može u svako vrijeme zatražiti konzultacije s državom koja je izdala ili potvrdila svjedodžbu ako vjeruje da osiguratelj ili jamac naveden u svjedodžbi nije financijski sposoban udovoljiti svojim obavezama iz ove Konvencije.

10. Svaki zahtjev za naknadu pokriven osiguranjem ili financijskim jamstvom prema ovom članku može se uputiti neposredno protiv osiguratelja ili davatelja jamstva. U tom slučaju, iznos naveden u stavku 1. primjenjuje se kao ograničenje odgovornosti osiguratelja ili izdatnika jamstva, čak i kad prijevoznik ili stvarni prijevoznik nisu ovlašteni na ograničenje odgovornosti. Tuženik može isticati istu obranu (osim stečaja) koju bi mogao koristiti prijevoznik naveden u stavku 1. sukladno ovoj Konvenciji. Nadalje tuženik može koristiti obranu da je šteta prouzročena radnjom osiguranika izvršenoj s namjerom da izazove štetu, ali ne može koristiti bilo koju drugu obranu koju bi mogao koristiti u postupku koji bi osiguranik vodio protiv tuženika. Tuženik ima pravo u svakom slučaju zahtijevati da se prijevoznik ili stvarni prijevoznik pridruže postupku.

11. Svaki iznos osiguranja ili drugog

paragraph 1 shall be available exclusively for the satisfaction of claims under this Convention, and any payments made of such sums shall discharge any liability arising under this Convention to the extent of the amounts paid.

12 A State Party shall not permit a ship under its flag to which this Article applies to operate at any time unless a certificate has been issued under paragraphs 2 or 15.

13 Subject to the provisions of this Article, each State Party shall ensure, under its national law, that insurance or other financial security, to the extent specified in paragraph 1, is in force in respect of any ship that is licensed to carry more than twelve passengers, wherever registered, entering or leaving a port in its territory in so far as this Convention applies.

14 Notwithstanding the provisions of paragraph 5, a State Party may notify the Secretary-General that, for the purposes of paragraph 13, ships are not required to carry on board or to produce the certificate required by paragraph 2 when entering or leaving ports in its territory, provided that the State Party which issues the certificate has notified the Secretary-General that it maintains records in an electronic format, accessible to all States Parties, attesting the existence of the certificate and enabling States Parties to discharge their obligations under paragraph 13.

15 If insurance or other financial security is not maintained in respect of a ship owned by a State Party, the provisions of this Article relating thereto shall not be applicable to such ship, but the ship shall carry a certificate issued by the appropriate authorities of the State of the ship's registry, stating that the ship is owned by that State and that the liability is covered within the amount prescribed in accordance with paragraph 1. Such a certificate shall follow as closely as possible the model prescribed by paragraph 2.

ARTICLE 6

Article 7 of the Convention is replaced by the following text:

Article 7

financijskog jamstva osiguran sukladno stavku 1. koristit će se isključivo za podmirenje tražbina prema ovoj Konvenciji, i svako plaćanje iz tog iznosa oslobađa odgovornosti proizašle iz ove Konvencije do visine plaćenog iznosa.

12. Država ugovornica neće dozvoliti plovidbu brodu svoje zastave na koji se odnosi ovaj članak, ako nije izdana svjedodžba sukladno stavku 2. ili 15.

13. Sukladno odredbama ovog članka, svaka Država ugovornica osigurat će svojim nacionalnim zakonom, da je osiguranje ili financijsko jamstvo do iznosa iz stavka 1. na snazi za svaki brod ovlašten prevoziti više od 12 putnika na koji se primjenjuje Konvencija, bez obzira gdje je upisan, kada uplovljava ili isplovljava iz luka njenog teritorija.

14. Unatoč odredbama stavka 5. Država ugovornica može izvjestiti Glavnog tajnika da, u svrhu stavka 13., brodovi nisu obavezni imati na brodu ili predložiti svjedodžbu propisanu u stavku 2. kad uplovljavaju ili isplovljavaju iz luka njenog teritorija, ako je Država koja izdaje svjedodžbu izvjestila Generalnog tajnika da vodi elektronski upisnik pristupačan svim državama ugovornicama, koji potvrđuje postojanje svjedodžbe, i omogućava državama ugovornicama ispunjenje njihovih obveza sukladno stavku 13.

15. Ako brod u vlasništvu Države ugovornice nema osiguranje ili financijsko jamstvo, odredbe ovog članka neće se primjenjivati na taj brod, ali brod mora imati svjedodžbu izdanu od tijela Države upisa kojom se potvrđuje da je brod u vlasništvu te države i da je odgovornost pokrivena u iznosima iz stavka 1. Takva svjedodžba će u najvećoj mogućoj mjeri slijediti obrazac opisan u stavku 2.

ČLANAK 6.

Članak 7. Konvencije zamjenjuje se slijedećim tekstom:

Limit of liability for death and personal injury

1 The liability of the carrier for the death of or personal injury to a passenger under Article 3 shall in no case exceed 400,000 units of account per passenger on each distinct occasion. Where, in accordance with the law of the court seized of the case, damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed the said limit.

2 A State Party may regulate by specific provisions of national law the limit of liability prescribed in paragraph 1, provided that the national limit of liability, if any, is not lower than that prescribed in paragraph 1. A State Party, which makes use of the option provided for in this paragraph, shall inform the Secretary-General of the limit of liability adopted or of the fact that there is none.

ARTICLE 7

Article 8 of the Convention is replaced by the following text:

Article 8

Limit of liability for loss of or damage to luggage and vehicles

1 The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 2,250 units of account per passenger, per carriage.

2 The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 12,700 units of account per vehicle, per carriage.

3 The liability of the carrier for the loss of or damage to luggage other than that mentioned in paragraphs 1 and 2 shall in no case exceed 3,375 units of account per passenger, per carriage.

4 The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 330 units of account in the case of damage to a vehicle and not

Članak 7.

Granice odgovornosti za smrt i tjelesne ozljede

1. Odgovornost prijevoznika za smrt i tjelesnu ozljedu putnika prema članku 3. neće ni u kojem slučaju prijeći iznos od 400.000 SDR po putniku po svakom pojedinom događaju. Ako se u skladu s pravom nadležnog suda u konkretnom slučaju naknada štete dosuđuje u obliku rente, kapitalizirana vrijednost ne može prijeći navedeno ograničenje.

2. Država ugovornica može propisati posebnim odredbama nacionalnog zakona granice odgovornosti propisane u stavku 1., pod uvjetom da nacionalne granice odgovornosti, ako postoje, nisu niže od propisanih u stavku 1. Država ugovornica koja se koristi mogućnošću predviđenom u ovom članku, izvjestit će Glavnog tajnika o usvojenim granicama odgovornosti ili o činjenici da ih nema.

ČLANAK 7.

Članak 8 Konvencije zamjenjuje se slijedećim tekstom:

Članak 8.

Ograničenje odgovornosti za gubitak ili oštećenje prtljage i vozila

1. Odgovornost prijevoznika za gubitak ili oštećenje ručne prtljage neće ni u kojem slučaju prijeći iznos od 2.250 SDR po putniku po prijevozu.

2. Odgovornost prijevoznika za gubitak ili oštećenje vozila uključujući i prtljagu prevoženu u ili na vozilu neće ni u kojem slučaju prijeći iznos od 12.700 SDR po putniku, po prijevozu.

3. Odgovornost prijevoznika za gubitak ili oštećenje prtljage osim one navedene u stavcima 1. i 2., neće ni u kojem slučaju prijeći iznos od 3.375 SDR po putniku, po prijevozu.

4. Prijevoznik i putnik mogu ugovoriti da prijevoznik odgovara tek nakon odbitka franšize koja ne prelazi 330 SDR u slučaju

exceeding 149 units of account per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.

ARTICLE 8

Article 9 of the Convention is replaced by the following text:

Article 9

Unit of Account and conversion

1 The Unit of Account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Article 3, paragraph 1, Article 4bis, paragraph 1, Article 7, paragraph 1, and Article 8 shall be converted into the national currency of the State of the court seized of the case on the basis of the value of that currency by reference to the Special Drawing Right on the date of the judgment or the date agreed upon by the parties. The value of the national currency, in terms of the Special Drawing Right, of a State Party which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect on the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State Party which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State Party.

2 Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 may, at the time of ratification, acceptance, approval of or accession to this Convention or at any time thereafter, declare that the Unit of Account referred to in paragraph 1 shall be equal to 15 gold francs. The gold franc referred to in this paragraph corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The conversion of the gold franc into the national currency shall be made according to the law of the State concerned.

3 The calculation mentioned in the last sentence

štete na vozilu i ne prelazi 149 SDR po putniku u slučaju gubitka ili štete na ostaloj prtljazi, a taj će se iznos odbiti od iznosa naknade.

ČLANAK 8.

Članak 9. Konvencije zamjenjuje se slijedećim tekstom:

Članak 9.

Obračunska jedinica i preračunavanje

1. Obračunska jedinica navedena u ovoj Konvenciji je Posebno pravo vučenja kako je definirano od Međunarodnog monetarnog fonda. Iznosi navedeni u članku 3. stavak 1., članku 4bis, stavak 1., članku 7, stavak 1 i članku 8. preračunat će se u nacionalne valute države nadležnog suda na osnovi vrijednosti te valute pozivajući se na Posebno pravo vučenja na dan donošenja presude ili na dan ugovoren među strankama. Vrijednost nacionalne valute u odnosu na Posebno pravo vučenja države ugovornice koja je članica Međunarodnog monetarnog fonda, bit će izračunata sukladno metodi obračuna koja je na snazi na odnosni dan za svoje aktivnosti i transakcije. Vrijednost nacionalne valute u odnosu na Posebno pravo vučenja države ugovornice koja nije članica Međunarodnog monetarnog fonda bit će izračunata na način koji odredi ta Država ugovornica.

2. Međutim, država koja nije članica Međunarodnog monetarnog fonda i čiji zakon ne dozvoljava primjenu odredaba stavka 1. može, u vrijeme potvrđivanja, prihvata ili odobrenja pristupa ovoj Konvenciji ili u bilo koje kasnije vrijeme, objaviti da je obračunska jedinica navedena u stavku 1. jednaka 15 zlatnih franaka. Zlatni franak naveden u ovom stavku odgovara 65,5 miligrama zlata finoće devetso tisućnina. Preračunavanje Zlatnog franka u nacionalnu valutu provodi se u sukladno zakonu odnosne države.

3. Preračunavanje navedeno u zadnjoj

of paragraph 1, and the conversion mentioned in paragraph 2 shall be made in such a manner as to express in the national currency of the States Parties, as far as possible, the same real value for the amounts in Article 3, paragraph 1, Article 4bis, paragraph 1, Article 7, paragraph 1, and Article 8 as would result from the application of the first three sentences of paragraph 1. States shall communicate to the Secretary-General the manner of calculation pursuant to paragraph 1, or the result of the conversion in paragraph 2, as the case may be, when depositing an instrument of ratification, acceptance, approval of or accession to this Convention and whenever there is a change in either.

ARTICLE 9

Article 16, paragraph 3, of the Convention is replaced by the following text:

3 The law of the Court seized of the case shall govern the grounds for suspension and interruption of limitation periods, but in no case shall an action under this Convention be brought after the expiration of any one of the following periods of time:

(a) A period of five years beginning with the date of disembarkation of the passenger or from the date when disembarkation should have taken place, whichever is later; or, if earlier

(b) a period of three years beginning with the date when the claimant knew or ought reasonably to have known of the injury, loss or damage caused by the incident.

ARTICLE 10

Article 17 of the Convention is replaced by the following text:

Article 17

Competent jurisdiction

1 An action arising under Articles 3 and 4 of this Convention shall, at the option of the claimant, be brought before one of the courts listed below, provided that the court is located in a State Party to this Convention, and subject to the domestic law of each State Party governing proper venue within those States with multiple possible forums:

rečenici stavka 1. i preračunavanje navedeno u stavku 2. provest će se na način da iznos u nacionalnoj valuti Država ugovornica izražava, koliko je to moguće, istu realnu vrijednost iznosa iz članka 3. stavka 1, članka 4bis, stavka 1., članka 7. stavka 1. i članka 8. kako bi to proizašlo iz primjene prve tri rečenice stavka 1. Država će izvjestiti Glavnog tajtiti Glavnog tajračuna sukladno satvku 1. ili o rezultatu preračunavanja iz stavka 2., ovisno o slučaju, u trenutku polaganja isprave o ratifikaciji, prihvatu, odobrenju ili pristupu ovoj Konvenciji i kadgod dođe do promjene u bilo kojoj od njih.

ČLANAK 9.

Članak 16. stavak 3. Konvencije zamjenjuje se slijedećim tekstom:

3. Pravo suda nadležnom za spor uređuje razloge obustave i prekida zastarnih rokova, ali ni u kojem slučaju ne može se tužba po ovoj Konvenciji podnijeti po isteku bilo kojeg od navedenih vremenskih perioda.

(a) razdoblje od 5 godina od dana iskrcaja putnika ili od dana kada se iskrcaj trebao obaviti, ovisno o tome što je kasnije, ili ako je ranije

(b) razdoblje od tri godine od dana kada je tužitelj saznao ili se smatra razumnim da je trebao znati za ozljedu, gubitak ili oštećenje prouzročeno događajem.

ČLANAK 10.

Članak 17. Konvencije zamjenjuje se slijedećim tekstom:

Članak 17

Nadležna sudbenost

1. Tužba koja se podnosi na osnovi članka 3. i 4. ove Konvencije, podnosi se, po izboru tužitelja, pred jednim od dolje navedenih sudova, pod uvjetom da se sud nalazi u Državi ugovornici Konvencije i da domaće pravo svake Države ugovornice određuje točnu mjesnu nadležnost suda u toj državi, kada postoji više mogućih nadležnih sudova:

(a) the court of the State of permanent residence or principal place of business of the defendant, or

(b) the court of the State of departure or that of the destination according to the contract of carriage, or

(c) the court of the State of the domicile or permanent residence of the claimant, if the defendant has a place of business and is subject to jurisdiction in that State, or

(d) the court of the State where the contract of carriage was made, if the defendant has a place of business and is subject to jurisdiction in that State.

2 Actions under Article 4bis of this Convention shall, at the option of the claimant, be brought before one of the courts where action could be brought against the carrier or performing carrier according to paragraph 1.

3 After the occurrence of the incident which has caused the damage, the parties may agree that the claim for damages shall be submitted to any jurisdiction or to arbitration.

ARTICLE 11

The following text is added as Article 17bis of the Convention:

Article 17bis

Recognition and enforcement

1 Any judgment given by a court with jurisdiction in accordance with Article 17 which is enforceable in the State of origin where it is no longer subject to ordinary forms of review, shall be recognized in any State Party, except

(a) where the judgment was obtained by fraud; or

(b) where the defendant was not given reasonable notice and a fair opportunity to present the case.

2 A judgment recognized under paragraph 1 shall be enforceable in each State Party as soon as the formalities required in that State have been complied with. The formalities shall not permit the merits of the case to be re-opened.

3 A State Party to this Protocol may apply other rules for the recognition and enforcement of judgments, provided that their effect is to ensure

(a) sud države stalnog boravišta ili poslovnog sjedišta tuženog, ili

(b) sud države odlaska ili dolaska po ugovoru o prijevozu, ili

(c) sud države prebivališta ili stalnog boravišta tužitelja, ako tuženik ima poslovno sjedište i podvrgnut je sudbenosti te države, ili

(d) sud države gdje je sastavljen ugovor o prijevozu, ako tuženik ima poslovno sjedište i podvrgnut je sudbenosti te države.

2. Tužbe temeljem članka 4bis ove Konvencije, podnose se, po izboru tužitelja, pred jednim od sudova pred kojim se tužba može podnijeti protiv prijevoznika ili stvarnog prijevoznika sukladno stavku 1.

3. Nakon nastanka događaja koji je prouzročio štetu, stranke se mogu dogovoriti da se tužba može podnijeti bilo kojem sudu ili arbitraži.

ČLANAK 11.

Slijedeći tekst se dodaje kao članak 17bis. ove Konvencije:

Article 17bis.

Priznanje i izvršenje

1. Svaka presuda koju donese sud prema nadležnosti u skladu s člankom 17. koja je izvršna u državi donošenja, a koja više nije predmetom preispitivanja u redovnom postupku, priznaje se u bilo kojoj državi ugovornici, osim

(a) ako je presuda pribavljena prijevarno; ili

(b) ako tuženiku nije dana razumna obavijest ili poštena mogućnost obrane.

2. Presuda priznata prema stavku 1. izvršina je u svakoj Državi ugovornici čim se okončaju formalnosti propisane u toj državi. Provođenje formalnosti ne dopušta ponovno otvaranje rasprave o meritumu.

3. Država ugovornica ovom Protokolu može primijeniti druga pravila za priznanje i izvršenje presude, pod uvjetom da je njihov

that judgments are recognized and enforced at least to the same extent as under paragraphs 1 and 2.

ARTICLE 12

Article 18 of the Convention is replaced by the following text:

Article 18

Invalidity of contractual provisions

Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to the passengers luggage, purporting to relieve any person liable under this Convention of liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Convention except as provided in Article 8, paragraph 4, and any such provision purporting to shift the burden of proof which rests on the carrier or performing carrier, or having the effect of restricting the options specified in Article 17, paragraphs 1 or 2, shall be null and void, but the nullity of that provision shall not render void the contract of carriage which shall remain subject to the provisions of this Convention.

ARTICLE 13

Article 20 of the Convention is replaced by the following text:

Article 20

Nuclear damage

No liability shall arise under this Convention for damage caused by a nuclear incident:

- (a) if the operator of a nuclear installation is liable for such damage under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by its Additional Protocol of 28 January 1964, or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or any amendment or Protocol thereto which is in force; or
- (b) if the operator of a nuclear installation is liable for such damage by virtue of a national law governing the liability for such damage, provided that such law is in all respects as favorable to persons who may suffer damage as

učinak za priznanje i izvršenje presude barem u tolikoj mjeri kao prema stavku 1. i 2.

ARTICLE 12.

Article 18. Konvencije se zamjenjuje slijedećim tekstom:

Article 18.

Ništavost ugovornih odredbi

Svaka ugovorna odredba koja se sklopi prije nego što nastane događaj koji je prouzročio smrt ili tjelesnu ozljedu putnika ili gubitak ili oštećenje njegove prtljage, sa svrhom oslobođenja odgovornosti prema putniku bilo koje osobe odgovorne prema ovoj Konvenciji ili određivanja niže granice odgovornosti utvrđene ovom Konvencijom, osim kako je predviđeno člankom 8. stavak 4., te svaka odredba sklopljena u svrhu prebacivanja tereta dokaza sa prijevoznika ili sa učinkom ograničenja prava izbora iz članka 17. stavak 1. ili 2., ništava je i bez učinka, ali ništavost takve odredbe ne čini ništavim ugovor o prijevozu na koji se primjenjuju odredbe ove Konvencije.

ARTICLE 13.

Članak 20. Konvencije zamjenjuje se slijedećim tekstom:

Članak 20.

Nuklearna šteta

Nema odgovornosti na osnovi ove Konvencije za štetu prouzročenu nuklearnim događajem:

- (a) ako je poduzetnik nuklearnog postrojenja odgovoran za takvu štetu po osnovi Pariške konvencije od 29. srpnja 1960. god. o odgovornosti trećoj osobi na polju nuklearne energije kako je izmijenjena dodatnim Protokolom od 28. siječnja 1964. god. ili Bečke konvencije od 21. svibnja 1963. god. o građanskoj odgovornosti za nuklearnu štetu ili Protokolima koji budu na snazi; ili
- (b) ako poduzetnik nuklearnog postrojenja odgovara za takvu štetu temeljem domaćeg prava koje uređuje odgovornost za takvu štetu pod uvjetom da je takvo pravo za osobe koje pretrpe štetu jednako povoljno kao

either the Paris or the Vienna Conventions or any amendment or Protocol thereto which is in force.

ARTICLE 14

Model certificate

1 The model certificate set out in the annex to this Protocol shall be incorporated as an annex to the Convention.

2 The following text is added as Article 1bis of the Convention:

Article 1bis

Annex

The annex to this Convention shall constitute an integral part of the Convention.

ARTICLE 15

Interpretation and application

1 The Convention and this Protocol shall, as between the Parties to this Protocol, be read and interpreted together as one single instrument.

2 The Convention as revised by this Protocol shall apply only to claims arising out of occurrences which take place after the entry into force for each State of this Protocol.

3 Articles 1 to 22 of the Convention, as revised by this Protocol, together with Articles 17 to 25 of this Protocol and the annex thereto, shall constitute and be called the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002.

ARTICLE 16

The following text is added as Article 22bis of the Convention.

Article 22bis

Final clauses of the Convention

The final clauses of this Convention shall be Articles 17 to 25 of the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974. References in this Convention to States Parties shall be taken to mean references to States Parties to that Protocol.

FINAL CLAUSES

ARTICLE 17

Signature, ratification, acceptance, approval and accession

Pariška ili Bečka konvencija ili njihovi Protokoli koji su na snazi.

ČLANAK 14.

Obrazac Svjedodžbe

1. Obrazac Svjedodžbe u prilogu ovog Protokola bit će inkorporiran kao Prilog Konvenciji.

2. Slijedeći tekst dodaje se kao Članak 1bis. Konvencije:

Članak 1bis.

Prilog

Prilog uz ovu Konvenciju čini njezin integralni dio.

ČLANAK 15.

Tumačenje i primjena

1. Konvencija i ovaj Protokol će se među Državama ugovornicama smatrati i tumačiti zajedno kao jedan instrument.

2. Konvencija kako je izmijenjena ovim Protokolom, primjenjivat će se samo na zahtjeve koji proizlaze iz događaja koji su se dogodili nakon stupanja na snagu ovog Protokola za svaku Državu ugovornicu.

3. Članci 1. do 22. Konvencije, kako su izmijenjeni ovim Protokolom, zajedno sa člancima 17. do 25. ovog Protokola i Prilogom, činit će Konvenciju pod nazivom Atenska konvencija o prijevozu putnika i njihove prtljage morem, 2002.

ČLANAK 16.

Slijedeći tekst se dodaje kao članak 22bis. Konvencije:

Članak 22bis.

Završne odredbe Konvencije

Završne odredbe Konvencije bit će odredbe članka 17. do 25. Protokola 2002. Atenskoj konvenciji o prijevozu putnika i njihove prtljage morem, 1974. Pozivanje u ovoj Konvenciji na Države ugovornice odnosi se na Države ugovornice tog Protokola.

ZAVRŠNE ODREDBE

ČLANAK 17.

Potpisivanje, potvrđivanje, prihvatanje, odobrenje i pristupanje

1 This Protocol shall be open for signature at the Headquarters of the Organization from 1 May 2003 until 30 April 2004 and shall thereafter remain open for accession.

2 States may express their consent to be bound by this Protocol by:

- (a) signature without reservation as to ratification, acceptance or approval; or
- (b) signature subject to ratification, acceptance or approval followed by ratification, acceptance or approval; or
- (c) accession.

3 Ratification, acceptance, approval or accession shall be effected by the deposit of an instrument to that effect with the Secretary-General.

4 Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Protocol with respect to all existing States Parties, or after the completion of all measures required for the entry into force of the amendment with respect to those States Parties shall be deemed to apply to this Protocol as modified by the amendment.

5 A State shall not express its consent to be bound by this Protocol unless, if Party thereto, it denounces:

- (a) the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at Athens on 13 December 1974;
- (b) the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at London on 19 November 1976; and
- (c) the Protocol of 1990 to amend the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at London on 29 March 1990, with effect from the time that this Protocol will enter into force for that State in accordance with Article 20.

ARTICLE 18

States with more than one system of law

1 If a State has two or more territorial units in which different systems of law are applicable in relation to matters dealt with in this Protocol, it may at the time of signature, ratification, acceptance, approval or accession declare that

1. Ovaj je Protokol otvoren za potpisivanje u sjedištu Organizacije od 1. svibnja 2003. do 30. travnja 2004. godine nakon čega ostaje otvoren za pristupanje.

2. Države mogu izraziti svoj pristanak da budu vezane ovim Protokolom:

- (a) potpisom bez rezervacije za potvrđivanje, prihvata ili odobrenje; ili
- (b) potpisivanjem koje podliježe potvrđivanju, prijehu, ili odobrenju koje slijedi potvrđivanje, prihvata ili odobrenje; ili
- (c) pristupanjem.

3. Potvrđivanje, prihvata, odobrenje ili pristupanje imat će učinak od polaganja isprave o tome kod Glavnog tajnika.

4. Isprava o potvrđivanju, prijehu, odobrenju ili pristupanju položena nakon stupanja na snagu izmjene ovog Protokola u odnosu na sve postojeće države ugovornice ili nakon završetka postupka potrebnog za stupanje izmjena na snagu kod navedenih Država ugovornica, smatrat će se da se odnosi na izmijenjeni Protokol.

5. Država neće izraziti svoj pristanak da bude vezana ovim Protokolom, ukoliko ne otkaže, ako je stranka:

- (a) Atensku konvenciju o prijevozu putnika i njihove prtljage morem, zaključenu u Ateni 13. 12. 1974;
- (b) Protokol Atenskoj konvenciji o prijevozu putnika i njihove prtljage morem, zaključen u Londonu 19. 11. 1976, i
- (c) Protokol Atenskoj konvenciji o prijevozu putnika i njihove prtljage morem, zaključen u Londonu 29. 3. 1990. s učinkom od stupanja na snagu ovog Protokola za tu Državu ugovornicu sukladno odredbi članka 20.

ČLANAK 18.

Države s više pravnih sustava

1. Ako država ima dvije ili više teritorijalnih jedinica različitih pravnih sustava koji se primjenjuju na pitanja iz ovog Protokola, u trenutku potpisivanja, potvrđivanja, prijeha, odobrenja ili pristupanja može izjaviti da će ovaj Protokol vrijediti za sve, ili samo za

this Protocol shall extend to all its territorial units or only to one or more of them, and may modify this declaration by submitting another declaration at any time.

2 Any such declaration shall be notified to the Secretary-General and shall state expressly the territorial units to which this Protocol applies.

3 In relation to a State Party which has made such a declaration:

(a) references to the State of a ship's registry and, in relation to a compulsory insurance certificate, to the issuing or certifying State, shall be construed as referring to the territorial unit respectively in which the ship is registered and which issues or certifies the certificate;

(b) references to the requirements of national law, national limit of liability and national currency shall be construed respectively as references to the requirements of the law, the limit of liability and the currency of the relevant territorial unit; and

(c) references to courts, and to judgments which must be recognized in States Parties, shall be construed as references respectively to courts of, and to judgments which must be recognized in, the relevant territorial unit.

ARTICLE 19

Regional Economic Integration Organizations

1 A Regional Economic Integration Organization, which is constituted by sovereign States that have transferred competence over certain matters governed by this Protocol to that Organization, may sign, ratify, accept, approve or accede to this Protocol. A Regional Economic Integration Organization which is a Party to this Protocol shall have the rights and obligations of a State Party, to the extent that the Regional Economic Integration Organization has competence over matters governed by this Protocol.

2 Where a Regional Economic Integration Organization exercises its right of vote in matters over which it has competence, it shall have a number of votes equal to the number of its Member States which are Parties to this

neke teritorijalne jedinice, i može izmijeniti takvu izjavu podnošenjem nove u bilo koje vrijeme.

2. Svaka takva izjava bit će priopćena Glavnom tajniku uz točno navođenje teritorijalnih jedinica na koje se ovaj Protokol primjenjuje.

3. U odnosu na Državu koja je dala takvu izjavu:

(a) pozivanje na državu u kojoj je brod registriran, te u odnosu na Svjedodžbu o obveznom osiguranju prema državi koja ju je izdala, smatrat će se pozivanje na teritorijalnu jedinicu gdje je brod registriran, odnosno koja izdaje ili potvrđuje Svjedodžbu.

(b) pozivanje na nacionalno pravo, nacionalno ograničenje odgovornosti i nacionalnu valutu smatrat će se pozivanjem na pravo, ograničenje i valutu odgovarajuće teritorijalne jedinice.

(c) pozivanje na sudove i na presude koje moraju biti priznate u državi ugovornici, smatrat će se pozivanjem na sudove i presude koje moraju biti priznate u odgovarajućoj teritorijalnoj jedinici.

ČLANAK 19.

Regionalne ekonomske integracijske organizacije

1. Regionalna ekonomska integracijska organizacija osnovana od suverenih država na koju su prenesena određena ovlaštenja o određenim pitanjima koja su uređena ovim Protokolom, može potpisati, potvrditi, prihvatiti, odobriti i pristupiti ovom Protokolu. Regionalna ekonomska integracijska organizacija, stranka ovog Protokola imat će prava i obveze Države ugovornice u okviru svojih ovlaštenja o pitanjima uređenim ovim Protokolom.

2. Kad regionalna ekonomska integracijska organizacija glasa o pitanjima po kojima ima ovlaštenje, imat će onoliki broj glasova koliko je njenih članica koje su stranke Protokola i koje su joj prenijele ovlaštenje o

Protocol and which have transferred competence to it over the matter in question. A Regional Economic Integration Organization shall not exercise its right to vote if its Member States exercise theirs, and vice versa.

3 Where the number of States Parties is relevant in this Protocol, including but not limited to Articles 20 and 23 of this Protocol, the Regional Economic Integration Organization shall not count as a State Party in addition to its Member States which are States Parties.

4 At the time of signature, ratification, acceptance, approval or accession the Regional Economic Integration Organization shall make a declaration to the Secretary-General specifying the matters governed by this Protocol in respect of which competence has been transferred to that Organization by its Member States which are signatories or Parties to this Protocol and any other relevant restrictions as to the scope of that competence. The Regional Economic Integration Organization shall promptly notify the Secretary-General of any changes to the distribution of competence, including new transfers of competence, specified in the declaration under this paragraph. Any such declarations shall be made available by the Secretary-General pursuant to Article 24 of this Protocol.

5 States Parties which are Member States of a Regional Economic Integration Organization which is a Party to this Protocol shall be presumed to have competence over all matters governed by this Protocol in respect of which transfers of competence to the Organization have not been specifically declared or notified under paragraph 4.

ARTICLE 20

Entry into force

1 This Protocol shall enter into force twelve months following the date on which 10 States have either signed it without reservation as to ratification, acceptance or approval or have deposited instruments of ratification, acceptance, approval or accession with the Secretary-General.

predmetu glasanja. Regionalna ekonomska integracijska organizacija neće ostvarivati svoje pravo na glasanje ukoliko glasaju njene članice, i obrnuto.

3. Kada je broj država bitan u ovom Protokolu, uključujući za članak 20. i 23. Protokola, regionalna ekonomska integracijska organizacija se neće računati kao dodatna država ugovornica uz svoje članice koje su Države ugovornice.

4. U vrijeme potpisa, potvrđivanja, prihvata, odobrenja ili pristupa, regionalna ekonomska integracijska organizacija će dati izjavu Generalnom tajniku točno navodeći o kojim pitanjima koja uređuje Protokol su ovlaštenja prenesena toj organizaciji od strane njenih članica koje su Države ugovornice ovog Protokola i bilo koje drugo ograničenje u odnosu na djelokrug ovlaštenja. Regionalna ekonomska integracijska organizacija će odmah obavijestiti Generalnog tajnika o bilo kojoj izmjeni ovlaštenja, uključujući prijenos novih ovlaštenja navedenih u izjavi sukladno ovom stavku. Takva izjava bit će na raspolaganju Glavnom tajniku sukladno članku 24. ovog Protokola.

5. Smatrat će se da Države ugovornice koje su članice regionalne ekonomske organizacije koja je stranka ovog Protokola, imaju ovlaštenja o svim pitanjima koja uređuje ovaj Protokol osim onih koja su prenesena organizaciji i posebno navedena u izjavi sukladno stavku 4.

ČLANAK 20.

Stupanje na snagu

1. Ovaj Protokol stupa na snagu 12 mjeseci nakon datuma kada ga je 10 država potpisalo bez rezerve potvrđivanja, prihvaćanja ili odobrenja, ili polaganja isprava Generalnom tajniku o potvrđivanju, prihvaćanju, odobrenju ili pristupanju.

2 For any State which ratifies, accepts, approves or accedes to this Protocol after the conditions in paragraph 1 for entry into force have been met, this Protocol shall enter into force three months after the date of deposit by such State of the appropriate instrument, but not before this Protocol has entered into force in agreement with paragraph 1.

ARTICLE 21
Denunciation

1 This Protocol may be denounced by any State Party at any time after the date on which this Protocol comes into force for that State.

2 Denunciation shall be effected by the deposit of an instrument to that effect with the Secretary-General.

3 A denunciation shall take effect twelve months, or such longer period as may be specified in the instrument of denunciation, after its deposit with the Secretary-General.

4 As between the States Parties to this Protocol, denunciation by any of them of the Convention in accordance with Article 25 thereof shall not be construed in any way as a denunciation of the Convention as revised by this Protocol.

ARTICLE 22
Revision and Amendment

1 A Conference for the purpose of revising or amending this Protocol may be convened by the Organization.

2 The Organization shall convene a Conference of States Parties to this Protocol for revising or amending this Protocol at the request of not less than one-third of the States Parties.

ARTICLE 23
Amendment of limits

1 Without prejudice to the provisions of Article 22, the special procedure in this Article shall apply solely for the purposes of amending the limits set out in Article 3, paragraph 1, Article 4bis, paragraph 1, Article 7, paragraph 1 and Article 8 of the Convention as revised by this Protocol.

2 Upon the request of at least one half, but in no case less than six, of the States Parties to this Protocol, any proposal to amend the limits,

2. Za bilo koju državu koja potvrdi, prihvati, odobri ili pristupi ovom Protokolu, nakon što su ispunjeni uvjeti iz stavka 1. za stupanje na snagu, ovaj Protokol će stupiti na snagu za tu državu tri mjeseca nakon polaganja odgovarajućeg instrumenta, ali ne prije stupanja Protokola na snagu sukladno stavku 1.

ČLANAK 21.
Otkazivanje

1. Ovaj Protokol svaka država može otkazati u bilo koje vrijeme nakon što je Protokol za tu državu stupio na snagu.

2. Otkazivanje se obavlja polaganjem isprave s tim učinkom kod Glavnog tajnika.

3. Otkaz proizvodi učinak po proteku dvanaest mjeseci ili dužeg perioda koji se navede u ispravi o otkazu, od polaganja isprave o otkazu Glavnom tajniku.

4. U odnosu na Države ugovornice ovog Protokola, otkaz Konvencije sukladno članku 25. neće se ni u kom slučaju smatrati otkazom Konvencije kakao je izmijenjena ovim Protokolom.

ČLANAK 22.
Revizija i izmjene

1. Organizacija može sazvati konferenciju radi revizije i izmjene ovog Protokola.

2. Organizacija će sazvati konferenciju Država ugovornica radi revizije ili izmjene ovog Protokola na zahtjev najmanje jedne trećine Država ugovornica.

ČLANAK 23.

Izmjena iznosa ograničenja odgovornosti

1. Bez utjecaja na odredbe iz članka 22., poseban postupak iz ovog članka primjenit će se samo u svrhu izmjene iznosa ograničenja utvrđenih u članku 3. stavak 1., članku 4bis., stavak 1., članku 7. stavak 1. i članku 8. Konvencije kako je izmijenjena ovim Protokolom.

2. Na zahtjev najmanje jedne polovine, ali ni u kom slučaju ne manje od 6 Država ugovornica ovog Protokola, bilo koji

including the deductibles, specified in Article 3, paragraph 1, Article 4bis, paragraph 1, Article 7, paragraph 1, and Article 8 of the Convention as revised by this Protocol shall be circulated by the Secretary-General to all Members of the Organization and to all States Parties.

3 Any amendment proposed and circulated as above shall be submitted to the Legal Committee of the Organization (hereinafter referred to as "the Legal Committee") for consideration at a date at least six months after the date of its circulation.

4 All States Parties to the Convention as revised by this Protocol, whether or not Members of the Organization, shall be entitled to participate in the proceedings of the Legal Committee for the consideration and adoption of amendments.

5 Amendments shall be adopted by a two-thirds majority of the States Parties to the Convention as revised by this Protocol present and voting in the Legal Committee expanded as provided for in paragraph 4, on condition that at least one half of the States Parties to the Convention as revised by this Protocol shall be present at the time of voting.

6 When acting on a proposal to amend the limits, the Legal Committee shall take into account the experience of incidents and, in particular, the amount of damage resulting therefrom, changes in the monetary values and the effect of the proposed amendment on the cost of insurance.

7 (a) No amendment of the limits under this Article may be considered less than five years from the date on which this Protocol was opened for signature nor less than five years from the date of entry into force of a previous amendment under this Article.

(b) No limit may be increased so as to exceed an amount which corresponds to the limit laid down in the Convention as revised by this Protocol increased by six per cent per year calculated on a compound basis from the date on which this Protocol was opened for signature.

(c) No limit may be increased so as to exceed an amount which corresponds to the limit laid

prijedlog za izmjene iznosa ograničenja, uključujući franšize, utvrđene u članku 3., stavak 1., članku 4bis., stavku 1. članku 7. stavku 1. i članku 8. Konvencije kako je izmijenjena ovim Protokolom, Glavni tajnik će proslijediti svim članicama Organizacije i svim Državama ugovornicama.

3. Svaka izmjena predložena i proslijeđena kako je navedeno, najmanje šest mjeseci nakon toga, dostavit će se pravnom odboru Organizacije ('Pravni odbor') radi njenog razmatranja.

4. Sve Države ugovornice Konvencije kako je izmijenjena ovim Protokolom, bez obzira da li su članice Organizacije, imat će pravo sudjelovati u postupku Pravnog odbora u svezi razmatranja i prihvaćanja izmjena.

5. Izmjene će biti prihvaćene dvotrećinskom većinom Država ugovornica Konvencije kako je izmijenjena ovim Protokolom, koje su nazočne i glasuju na Pravnom odboru proširenom prema odredbi stavka 4., pod uvjetom da je najmanje polovina Država ugovornica nazočna u vrijeme glasanja.

6. Kada odlučuje o prijedlogu izmjena ograničenja, Pravni odbor će posebno uzeti u obzir podatke o nezgodama, iznose šteta proizašlih iz njih, promjene u monetarnoj vrijednosti i utjecaj predloženih izmjena na troškove osiguranja.

7. (a) Ni jedna izmjena ograničenja odgovornosti ne može biti razmatrana prema ovom članku prije proteka najmanje pet godina od dana kada je Protokol otvoren za potpisivanje odnosno proteka najmanje pet godina od dana stupanja na snagu ranije izmjene sukladno ovom članku.

(b) Nijedno ograničenje ne može biti povećano na način da prijeđe iznos koji odgovara iznosu ograničenja iz Konvencije kako je izmijenjena ovim Protokolom uvećanim za 6% po godini izračunato na složenoj osnovi od datuma kada je Protokol otvoren za potpisivanje.

(c) nijedno ograničenje ne može biti povećano tako da prijeđe trostruki iznos iz

down in the Convention as revised by this Protocol multiplied by three.

8 Any amendment adopted in accordance with paragraph 5 shall be notified by the Organization to all States Parties. The amendment shall be deemed to have been accepted at the end of a period of eighteen months after the date of notification, unless within that period not less than one fourth of the States that were States Parties at the time of the adoption of the amendment have communicated to the Secretary-General that they do not accept the amendment, in which case the amendment is rejected and shall have no effect.

9 An amendment deemed to have been accepted in accordance with paragraph 8 shall enter into force eighteen months after its acceptance.

10 All States Parties shall be bound by the amendment, unless they denounce this Protocol in accordance with Article 21, paragraphs 1 and 2 at least six months before the amendment enters into force. Such denunciation shall take effect when the amendment enters into force.

11 When an amendment has been adopted but the eighteen-month period for its acceptance has not yet expired, a State which becomes a State Party during that period shall be bound by the amendment if it enters into force. A State which becomes a State Party after that period shall be bound by an amendment which has been accepted in accordance with paragraph 8. In the cases referred to in this paragraph, a State becomes bound by an amendment when that amendment enters into force, or when this Protocol enters into force for that State, if later.

ARTICLE 24

Depositary

1 This Protocol and any amendments adopted under Article 23 shall be deposited with the Secretary-General.

2 The Secretary-General shall:

(a) inform all States which have signed or acceded to this Protocol of:

(i) each new signature or deposit of an instrument of ratification, acceptance, approval or accession together with the date thereof;

Konvencije kako je izmijenjen ovim Protokolom.

8. O svakoj izmjeni usvojenoj sukladno stavku 5., Generalni tajnik Organizacije obavijestit će sve Države ugovornice. Izmjene će se smatrati usvojenim na kraju perioda od 18 mjeseci od dana obavijesti ukoliko u tom periodu najmanje jedna četvrtina država koje su bile Države ugovornice u vrijeme usvajanja izmjene, ne obavijeste Generalnog tajnika da ne prihvaćaju izmjene, u kojem slučaju je izmjena odbijena i ne proizvodi nikakav učinak.

9. Izmjena koja se smatra prihvaćenom sukladno stavku 8. stupit će na snagu 18 mjeseci od njezinog prihvaćanja.

10. Sve Države ugovornice vezane su izmjenom, osim ako ne otkazu ovaj Protokol sukladno članku 21. stavak 1. i 2., najmanje šest mjeseci prije stupanja izmjene na snagu. Takvo otkazivanje proizvodi učinak kad izmjena stupi na snagu.

11. Kada je izmjena prihvaćena, a osamnaestmesečno razdoblje još nije isteklo, država koja postaje Država ugovornica tijekom tog perioda bit će vezana tom izmjenom ako ona stupi na snagu. Država koja postane Država ugovornica nakon tog perioda, bit će vezana tom izmjenom prihvaćenom sukladno stavku 8. U slučajevima navedenim u ovom stavku, država postaje vezana izmjenom kada ta izmjena stupi na snagu, ili kad Protokol stupi na snagu za tu državu, ako je to kasnije.

ČLANAK 24.

Depozitar

1. Ovaj Protokol i sve izmjene usvojene prema članku 23. pohranjuju se kod Glavnog tajnika.

2. Glavni tajnik će:

(a) obavijestiti sve Države koje su potpisale ovaj Protokol ili su mu pristupile o:

(i) svakom novom potpisu ili polaganju isprave o ratifikaciji, prihvatu, odobrenju ili pristupu s njihovim datumom;

- (ii) each declaration and communication under Article 9, paragraphs 2 and 3, Article 18, paragraph 1 and Article 19, paragraph 4 of the Convention as revised by this Protocol;
 - (iii) the date of entry into force of this Protocol;
 - (iv) any proposal to amend the limits which has been made in accordance with Article 23, paragraph 2 of this Protocol;
 - (v) any amendment which has been adopted in accordance with Article 23, paragraph 5 of this Protocol;
 - (vi) any amendment deemed to have been accepted under Article 23, paragraph 8 of this Protocol, together with the date on which that amendment shall enter into force in accordance with paragraphs 8 and 9 of that Article;
 - (vii) the deposit of any instrument of denunciation of this Protocol together with the date of the deposit and the date on which it takes effect;
 - (viii) any communication called for by any Article of this Protocol;
- (b) transmit certified true copies of this protocol to all States which have signed or acceded to this Protocol.

3 As soon as this Protocol comes into force, the text shall be transmitted by the Secretary-General to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

ARTICLE 25 **Languages**

This Protocol is established in a single original in the Arabic, Chinese, English, French, Russian and Spanish languages, each text being equally authentic.

DONE AT LONDON this first day of November two thousand and two.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments for that purpose, have signed this Protocol.

- (ii) svakoj izjavi ili priopćenju sukladno članku 9. stavak 2. i 3., članku 18. stavak 1. i članku 19. stavak 4. Konvencije kako je izmijenjena ovim Protokolom;
- (iii) datum stupanja na snagu Protokola;
- (iv) bilo kojem prijedlogu izmjena ograničenja sukladno članku 23. stavak 2. Protokola;
- (v) bilo kojoj izmjeni usvojenoj sukladno članku 23. stavak 5. Protokola;
- (vi) bilo kojoj izmjeni koja se smatra usvojenom prema članku 23. stavak 8. ovog Protokola i datumu kad će ta izmjena stupiti na snagu sukladno stavku 8. i 9. tog članka;
- (vii) polaganju isprave o otkazivanju ovog Protokola, datumu polaganja isprave o otkazu i datumu od kojeg otkaz proizvodi učinak;
- (viii) bilo kojem priopćenju na koje upućuje bilo koji članak ovog Protokola.

(b) dostaviti ovjereni prijepis ovog Protokola svim državama koje su ga potpisale ili su mu pristupile.

3. Kad ovaj Protokol stupi na snagu Glavni tajnik će dostaviti tekst Protokola Tajništvu Ujedinjenih Naroda radi upisa i objavljivanja u skladu s člankom 102. Povelje Ujedinjenih Naroda.

ČLANAK 25. **Jezici**

Ovaj je Protokol sastavljen u jednom izvorniku na arapskom, kineskom, engleskom, francuskom, ruskom i španjolskom jeziku, a svi tekstovi su jednako vjerodostojni.

SASTAVLJENO U LONDONU prvog studenog dvijetisuće druge.

U POTVRDU PRETHODNO NAVEDENOG niže potpisani, u tu svrhu propisno ovlašteni od svojih Vlada, potpisali su ovaj Protokol.

ANNEX
CERTIFICATE OF INSURANCE OR
OTHER FINANCIAL SECURITY IN
RESPECT OF LIABILITY FOR THE
DEATH OF AND PERSONAL INJURY TO
PASSENGERS

Issued in accordance with the provisions of Article 4bis of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002,

Name of Ship

.....

Distinctive number or letters

.....

IMO Ship Identification Number

.....

Port of Registry

.....

Name and full address of the principal place of business of the carrier who actually performs the carriage.

.....

This is to certify that there is in force in respect of the above-named ship a policy of insurance or other financial security satisfying the requirements of Article 4bis of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002.

Type of security.....

Duration of Security

.....

Name and address of the insurer(s) and/or guarantor(s)

Name

Address

.....

This certificate is valid until

.....

Issued or certified by the Government of

.....

(Full designation of the State)

PRILOG
SVJEDODŽBA O OSIGURANJU ILI
DRUGOM FINANCIJSKOM JAMSTVU
O ODGOVORNOSTI ZA SMRT I
TJELESNE OZLJEDE PUTNIKA

Izdana u skladu s odredbama članka 4bis Atenske konvencije o prijevozu putnika i njihove prtljage morem, iz 2002.

Ime broda

.....

Oznaka raspoznavanja

.....

IMO broj za identifikaciju broda

.....

Luka upisa

.....

Ime i puna adresa poslovnog sjedišta prijevoznika koji obavlja prijevoz.

.....

Ovim se potvrđuje da je u svezi s gore navedenim brodom na snazi polica osiguranja ili drugo financijsko jamstvo prema odredbama članka 4bis Atenske konvencije o prijevozu putnika i njihove prtljage morem, 2002.

Vrsta jamstva

.....

Trajanje jamstva

.....

Ime i adresa osiguratelja i/ili jamca

Ime

Adresa

.....

Ova svjedodžba vrijedi do

.....

Izdana ili ovjerena od Vlade

.....

(Puno ime države)

OR

The following text should be used when a State Party avails itself of Article 4bis, paragraph 3:

The present certificate is issued under the authority of the Government of (full designation of the State) by (name of institution or organization)

At On
(Place) (Date)
(Signature and Title of issuing or certifying official)

Explanatory Notes:

1 If desired, the designation of the State may include a reference to the competent public authority of the country where the Certificate is issued.

2 If the total amount of security has been furnished by more than one source, the amount of each of them should be indicated.

3 If security is furnished in several forms, these should be enumerated.

4 The entry "Duration of Security" must stipulate the date on which such security takes effect.

5 The entry "Address" of the insurer(s) and/or guarantor(s) must indicate the principal place of business of the insurer(s) and/or guarantor(s). If appropriate, the place of business where the insurance or other security is established shall be indicated.

ili

Slijedeći tekst se ispunjava kada država ugovornica koristi odredbe članka 4bis stavak 3.

Ova svjedodžba je izdana po ovlasti Vlade(puno ime države) od (ime institucije ili organizacije).

U.....dana.....
(mjesto) (datum)

(potpis i titula službenika koji izdaje ili ovjerava svjedodžbu)

Napomena:

1. U punom imenu države može se navesti i odgovarajuće tijelo gdje je svjedodžba izdana.

2. Ako je jamstvo pribavljeno iz više izvora, iznos svakog od njih treba biti naveden.

3. Ako je jamstvo izdano u više dijelova, svaki dio treba biti numeriran.

4. Prilikom navođenja trajanja jamstva, mora se navesti datum početka.

5. Kod navođenja adrese osiguratelja i/ili jamca mora se navesti glavno mjesto poslovanja osiguratelja i/ili jamca. Ukoliko je prikladno navest će se mjesto gdje je jamstvo izdano.

Article 3.

This Law will come into force the eighth day from publishing in 'Narodne Novine'.

Class: _____
Zagreb, _____, 2004

PARLIAMENT OF THE REPUBLIC OF CROATIA

President
of the Parliament
Vladimir Šeks

2.4. Decision of Denouncement of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974; the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1976; and the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1990

In accordance with Article 5, Paragraph 2 in conjunction with Article 41 of the Law on Conclusion and Enforcement of the International Treaties (Narodne Novine No. 22/96), the Government of the Republic of Croatia on its session held on _____ adopted the following

**DECISION
OF DENOUNCEMENT OF THE ATHENS CONVENTION RELATING TO THE
CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA, 1974; THE
PROTOCOL TO THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF
PASSENGERS AND THEIR LUGGAGE BY SEA, 1976; AND THE PROTOCOL TO
THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS
AND THEIR LUGGAGE BY SEA, 1990**

I.

The Republic of Croatia denounces The Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at Athens on 13 December 1974 to which the Republic of Croatia became a party by accession on 19 February 1997 and which entered into force for the Republic of Croatia on 12 April 1998; the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at London on 19 November 1976 to which the Republic of Croatia became a party by accession on 19 February 1997 and which entered into force for the Republic of Croatia on 12 April 1998; and the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at London on 29 March 1990 to which the Republic of Croatia became a party by accession on 19 February 1997 and which entered into force for the Republic of Croatia on 12 April 1998.

II.

This Decision will come into force from the date of publication of the same in 'Narodne Novine'.

On the day of adoption of this Decision the Denouncement of the Convention and the Protocols specified in Article I. of this Decision shall not be in force and the particulars of entering into force of the Denouncement will be published in accordance with Article 30 Paragraph 3 of the Law on Conclusion and Enforcement of the International Treaties, upon its entry into force.

Class: _____

No: _____

Zagreb, _____, 2004

Prime Minister

3 February 2004

Marija Pospisil

Dr. Ivo Sanader

2.5. Act of Publishing of Entry into Force of the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002

In accordance with Article 26 and 30 Paragraph 3 of the Law on Conclusion and Enforcement of the International Treaties ('Narodne Novine' No. 22/96), the Ministry of the Foreign Affairs of the Republic of Croatia

PUBLISHES

That the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002, published in 'Narodne Novine – International Treaties' No. _____ has entered into force for Republic of Croatia on _____ 2005.

Class: _____

No. _____

Zagreb, _____ 2005

Minister
of Ministry of Foreign Affairs
Miomir Žužul

2.6. Act of Publishing of Entry into Force of Denouncement of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974; the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1976; and the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1990

In accordance with Article 26 and 30 Paragraph 3 of the Law on Conclusion and Enforcement of the International Treaties ('Narodne Novine' No. 22/96), the Ministry of the Foreign Affairs of the Republic of Croatia

PUBLISHES

That the Denouncement of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at Athens on 13 December 1974; the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at London on 19 November 1976; and the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at London on 29 March 1990, published in 'Narodne Novine' No. _____, has entered into force for the Republic of Croatia on _____ 2005.

Class: _____

No. _____

Zagreb, _____ 2005

Minister
of Ministry of Foreign Affairs
Miomir Žužul

3. PART II - Amendments to the Croatian Maritime Code

3.1. Need for the Amendments to the Croatian Maritime Code

As the 2002 Protocol significantly departs from the liability regime set out in the Athens Convention 1974 and the 1990 Protocol, and because the Maritime Code of the Republic of Croatia is based on the liability regime of the Athens Convention 1974, after the Republic of Croatia becomes a party to the Protocol, 2002 in order to make the same liability regime applicable for the domestic carriage, the Croatian Maritime Code should be revised and amended.

The relevant amendments should be made in Chapter II, Section 2, Subsection b) of the Maritime Code.

3 February 2004

Marija Pospisil

3.2. Decision of Promulgation of the Law on the Amendments of the Maritime Code

In accordance with Article 88 of the Constitution of the Republic of Croatia, I make the following

DECISION

OF PROMULGATION OF THE LAW ON THE AMENDMENTS OF THE MARITIME CODE

I promulgate the Law on the Amendments of the Maritime Code passed by the Parliament of the Republic of Croatia on the session of _____, 2004.

No. _____
Zagreb, _____ 2004

President
of the Republic of Croatia
Stjepan Mesić

3.3. Law on the Amendments of the Maritime Code

LAW ON THE AMENDMENTS OF THE MARITIME CODE

Article 1.

In the Maritime Code ("Narodne Novine" No. 17/94, 74/94 and 43/96) in the Chapter II – Contracts for Employment of Ships, Section 2 – Maritime Contracts, Subsection b) – Carriage of Passengers and Luggage in the Article 611. Paragraph 1. the following text is added as point 2a)

2a) "carrier who actually performs the whole or a part of the carriage" means the performing carrier, or, in so far as the carrier actually performs the carriage, the carrier.

Article 2.

Article 626. is replaced by the following text

Article 626.

For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier including the fault or neglect of the servants of the carrier, acting within the scope of their employment. The burden of proving fault or neglect shall lie with the claimant.

The liability of the carrier under this Article only relates to loss arising from incidents that occurred in the course of the carriage. The burden of proving that the incident which caused the loss occurred in the course of the carriage, and the extent of the loss, shall lie with the claimant.

Article 3.

Article 628. is replaced by following text

Article 628.

For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, the carrier shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250,000 units of account, unless the carrier proves that the incident:

(a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or

(b) was wholly caused by an act or omission done with the intent to cause the incident by a third party.

If and to the extent that the loss exceeds the above limit, the carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

For the purposes of this Article:

(a) 'shipping incident' means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship;

(b) 'defect in the ship' means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers; or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances.

Article 4.

The following text is added as Article 628a.

Article 628a.

For the loss suffered as a result of the loss of or damage to cabin luggage, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident.

For the loss suffered as a result of the loss of or damage to luggage other than cabin luggage, the carrier shall be liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

Article 5.

Article 629. is replaced by following text

The carrier shall be liable to the passenger according to Article 628a of this Code for damages arising from shortage, or damage to valuables (money, securities, gold, silver, jewels, precious stones, objects of art) or from any delay in delivery of the same to the passenger only if the carrier had taken the said valuables into custody.

Article 6.

Article 633. is replaced by following text

Article 633.

The liability of the carrier for the death of or personal injury to a passenger under Article 626 shall in no case exceed 400,000 units of account per passenger on each distinct occasion.

If the damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed the said limit.

Article 7.

The following text is added as Article 633a.

Article 633a.

When passengers are carried on board a ship that is licensed to carry more than twelve passengers, any carrier who actually performs the whole or a part of the carriage shall maintain insurance or other financial security, such as the guarantee of a bank or similar financial institution, to cover liability under this Code in respect of the death of and personal injury to passengers. The limit of the compulsory insurance or other financial security shall not be less than 250,000 units of account per passenger on each distinct occasion.

A certificate attesting that insurance or other financial security is in force in accordance with the provisions of this Code shall be issued to each ship after the Ministry has determined that the requirements of paragraph 1 have been complied with.

An insurance or other financial security shall not satisfy the requirements of this Article if it can cease, for reasons other than the expiry of the period of validity of the insurance or security specified in the certificate, before three months have elapsed from the date on which notice of its termination is given to the Ministry, unless the certificate has been surrendered to the Ministry or a new certificate has been issued within the said period. The foregoing provisions shall similarly apply to any modification which results in the insurance or other financial security no longer satisfying the requirements of this Article.

The Ministry shall, in accordance with this Article, determine the conditions of issue, validity of the certificate, form of the certificate and other procedural and technical matters in connection with issuance and control related to the certificates.

Any claim for compensation covered by insurance or other financial security pursuant to this Article may be brought directly against the insurer or other person providing financial security. In such case, the amount set out in paragraph 1. applies as the limit of liability of the insurer or other person providing financial security, even if the carrier or the performing carrier is not entitled to limitation of liability. The defendant may further invoke the defences (other than the bankruptcy or winding up) which the carrier referred to in paragraph 1 would have been entitled to invoke in accordance with this Code. Furthermore, the defendant may invoke the defence that the damage resulted from the willful misconduct of the assured, but the defendant shall not invoke any other defence which the defendant might have been entitled to invoke in proceedings brought by the assured against the defendant. The defendant shall in any event have the right to require the carrier and the performing carrier to be joined in the proceedings.

Article 8.

Article 634. is replaced by following text

Article 634.

The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 2,250 units of account per passenger, per carriage.

The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 12,700 units of account per vehicle, per carriage.

The liability of the carrier for the loss of or damage to luggage other than that mentioned in paragraphs 1. and 2. shall in no case exceed 3,375 units of account per passenger, per carriage.

The provisions of paragraph 3. of this Article shall also apply to the carrier's liability for damage caused to valuables (Article 629)

Article 9.

Article 635. Paragraph 1. is replaced by following text

Article 635.

The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 330 units of account in the case of damage to a vehicle and not exceeding 149 units of account per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.

Article 10.

Article 636. is replaced by following text

Article 636.

The carrier's right to avail himself of the benefit of limitation of liability provided in Article 628., 633., 634. and 635. of this Code shall be forfeited if it is proved that the damages arose as the result of acts or omissions which the carrier performed intentionally or recklessly with the knowledge that damages could probably arise.

Article 11.

Article 637. is replaced by following text

Article 637.

The amount to which the carrier's liability is limited as prescribed by Article 628., 633., 634. and 635. of this Code may be increased by express agreement in writing between the carrier and the passenger.

Article 12.

Article 638. is replaced by following text

Article 638.

In addition to the amount which the carrier is bound to pay the passenger according to the provisions of the Article 628., 633., 634., 635. and 637. of this Code, the interest and costs of the proceedings recognized by the court in an action for damages due to the personal injury or death of the passenger, a shortage, loss or damage to his luggage or delay in delivery of the same to the passenger shall be paid in full.

Article 13.

Article 639. is replaced by following text

Article 639.

If an action has been brought against persons in the service of the carrier or the actual carrier for damages prescribed by the provisions of this Code in respect of the carriage of passengers and their luggage, such persons shall be entitled to the benefit of the exemption or limitation of liability to which the carrier is entitled according to the provision of the Code, provided that the said persons acted within the scope of their duties on board.

The persons in service of the carrier or the actual carrier mentioned in Paragraph 1 of this Article shall forfeit their right to the benefit of the limitation of liability provided by Article 628., 633., 634. and 635. of this Code if it is proved that the damages were caused by acts or omissions of the said persons performed with the intent to cause the damages or recklessly and with the knowledge that damages would probably arise.

The limit of liability agreed by the carrier and the passengers as prescribed by the provisions of Article 637. of this Code shall not apply to the persons mentioned in Paragraph 1. of this Article.

Article 14.

Article 641. is replaced by following text

Article 641.

When there is a ground for applying the limitation of liability according to the provisions of Article 628., 633., 634., 635. and 637. of this Code, the said limits of liability shall apply to the total amount of compensation which can be awarded within the scope of all contractual and non-contractual actions brought on the grounds of liability for the personal injury or death of a passenger, for the shortage, loss or damage to luggage or for any delay in delivery of the same to the passenger.

If the carriage has been performed by an actual carrier, the total amount of compensation recoverable from the carrier or the actual carrier and from the persons in their service who were acting within the scope of their official duties cannot exceed the highest amount of compensation which may be claimed either from the carrier or the actual carrier, however none of the persons mentioned shall be liable beyond the limits applicable to the same.

In all cases where persons in service of the carrier or the actual carrier are entitled under the provisions of Article 639. of this Code to the benefit of the limitation of liability as provided in Article 628., 633., 634. and 635. of this Code the total amount of compensation recoverable from the carrier or eventually from the actual carrier and from the persons in their service cannot exceed the said limitation.

Article 15.

Article 644. is replaced by following text

Article 644.

Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to the passenger's luggage, purporting to relieve any person liable under this Code of liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Code except as provided in Article 635. and any such provision purporting to shift the burden of proof which rests on the carrier or performing carrier, shall be null and void, but the nullity of that provision shall not render void the contract of carriage which shall remain subject to the provisions of this Code.

Article 16.

This Law will come into force the eighth day from publishing in 'Narodne Novine'.

Class: _____
Zagreb, _____, 2004

PARLIAMENT OF THE REPUBLIC OF CROATIA

President
of the Parliament
Vladimir Šeks

4. Annexes

4.1. ANNEX 1 - Relevant provisions of the Maritime Code 1994 - Chapter II – Contracts for Employment of Ships, Section 2 – Maritime Contracts, Subsection b) – Carriage of Passengers and Luggage (Articles 611 - 646)

Chapter II – Contracts for the Employment of Ships
Section 2. – Maritime Contracts
Subsection b) – Carriage of Passengers and Luggage

Article 611.

For the purpose of this chapter of the Code on the carriage of the passengers and their luggage, the terms used herein shall have the following meaning:

1) ‘carrier’ is the person concluding or on whose behalf a contract of carriage is concluded regardless whether he actually performs the carriage or if it is performed by an actual carrier;

2) ‘actual carrier’ is a person other than the carrier who is either the owner of the ship, the charterer, or operator of a ship, who actually performs the whole or a part of the carriage;

3) ‘passenger’ is a person who under a contract of carriage is carried by a ship or accompanies a vehicle or live animals carried under a contract of carriage of goods;

4) ‘luggage’ comprises of all goods carried under a contract of carriage of goods, including vehicles, except:

a) goods and vehicles carried under a bareboat charter or a charter by demise, under a bill of lading or under a contract primarily concerning the carriage of goods, and

b) live animals,

5) ‘hand luggage’ is the luggage which a passenger has in his cabin or watches or supervises, including the luggage inside or on a vehicle;

6) ‘damages due to delay’ are the material damages caused by the non-delivery of the luggage within a reasonable period of time counting from the day of arrival of the ship that carried or should have carried the luggage, excluding any delays caused by lockout, strikes or similar events.

Article 612.

Under a contract of carriage of passengers, the ship operator is under obligation to the charterer to carry one or more passengers, while the charterer undertakes to pay the fare.

Article 613.

The amount of fare is established by contract.

Article 614.

The carrier shall issue a ticket to the passengers at his request.

Article 615

Unless the contrary is proved, it shall be presumed that the terms shown on the ticket correspond to those stipulated by the contract.

If there is no ticket or if it is inappropriate or has been lost, this shall not affect the existence, validity and contents of the contract of carriage.

Article 616.

Objections to the terms shown on the ticket made out to a holder may be placed only when the ticket is issued.

Article 617.

A ticket made out to the name of a person cannot be transferred to another person without the consent of the carrier.

Without the consent of the carrier a ticket made out to the holder cannot be transferred to another person after the passenger has started the voyage.

Article 618.

A passenger embarking without a ticket that should have been procured before the embarkation, shall be bound to report to the master or other authorized member of the crew immediately.

For valid reasons the master may disembark any passenger not in possession of a ticket (Paragraph 1 of this Article).

A person not in possession of a ticket shall pay the fare from the port where he embarked to the port where he shall disembark; if he has failed to report in due time to the master or other authorized member of the ship's crew, he shall pay a double fare for the distance covered.

The port where the passengers embarked shall be deemed to be the port of departure of the ship if it cannot be proved that the passenger embarked at another port.

Article 619.

In the case of voyages limited to the internal waters of the Republic of Croatia, a passenger may withdraw the contract if the ship does not commence the voyage within one hour after the time stated in the contract or in the ship's timetable, or within 12 hours in the case of voyage beyond the said limits.

In the cases provided in Paragraph 1 of this article the passenger shall have the right to reimbursement of the fare.

If the commencement of the voyage has been delayed recklessly or with the intent of the carrier or persons in his service, the carrier shall be bound to compensate the passenger for damages.

Article 620.

The fare shall not be reimbursed if the passenger does not embark by the time the ship sails or if he does not complete the voyage.

Article 621.

In the case of voyages limited to the internal waters of the Republic of Croatia the carrier shall reimburse the fare to a passenger if he has a ticket made out to his name and cancels it six hours before commencement of the voyage, or three days before the commencement of the voyage in the case of voyages beyond the said limits.

In the case of cancellation according to Paragraph 1 of this Article, the carrier may retain a maximum of 10 percent of the amount of fare.

Article 622.

If the ticket has been made out to a bearer, the carrier shall reimburse the fare to the passenger if he cancels the ticket at least one hour before commencement of the voyage if not otherwise specified in the ticket.

In the case of cancellation of the voyage according to Paragraph 1 of this Article, the carrier may retain a maximum of 10 percent of the amount of the fare.

Article 623.

If a voyage limited to internal waters of the Republic of Croatia is interrupted for more than 12 hours after commencement for reasons not caused by the passengers or in case of a voyage beyond the said limits which is interrupted for more than three days, the passenger shall have the right:

- 1) to request the carrier to carry him and his luggage to his destination by the carrier's own means of transportation or by other adequate means,
- 2) to request the carrier to return him and his luggage to the port of departure within a reasonable period of time and to reimburse him for the fare,
- 3) to withdraw the contract and request the carrier to reimburse him for the fare.

If the voyage has been interrupted recklessly or with the intent of the carrier, or persons in his service, the carrier shall be bound to compensate the passenger for damages.

Article 624.

When a passenger requests reimbursement of the fare (Article 623., Paragraph 1. point 2) and 3)) or compensation for damages (Articles 623., Paragraph 2.) he shall present to the carrier his request in writing within three days after termination of the voyage if the voyage to be performed was limited to the internal waters of the Republic of Croatia, or within seven days counting from the day of termination of the voyage if the voyage was to be performed beyond the said limits or shall bring an action in court within the same period of time.

If the passenger request to be returned to the place of departure or to continue the voyage (Article 623., Paragraph 1., Points 1) and 2)) he shall present the carrier his request in writing 24 hours after expiration of the time specified in Article 623. Paragraph 1. of this Code.

A passenger who does not comply with the provisions of Paragraph 1. and 2. of this Article shall forfeit the right to claim compensation for damages and reimbursement of the fare, or request the carrier to continue the voyage or return him to the port of departure.

Article 625.

The provisions of this Code governing the carrier's liability for the death or personal injuries sustained by a passenger shall also apply if the carriage is performed free of charge.

Article 626.

The carrier shall be liable for damages arising from the death or personal injuries sustained by a passenger or from the shortage, loss or damage to luggage if the event causing the said damages occurred during the voyage, moreover for damages caused at the fault of the carrier or persons in his service.

The person claiming compensation for damages according to Paragraph 1 of this Article shall have to prove that the event causing the damages occurred during the voyage and moreover the amount of the damages.

Article 627.

The carrier shall be liable for the damages mentioned in Article 626. of the Code caused by the fault of a person in his service who was performing the duties within the scope of his employment.

Article 628.

Unless the contrary is proved, the carrier shall be presumed to be at fault if the death or personal injury suffered by the passenger, or the shortage, loss or damage to hand luggage, or any delay in its delivering to the passenger has been directly or indirectly caused by shipwreck, collision, running aground, explosion, fire or by defect of the ship.

Unless the contrary is proved the carrier shall be presumed to be at fault to the shortage, loss or damage to other luggage, or any delay in delivery of such luggage to the passenger regardless of the nature of the event causing the said damage.

Article 629.

The carrier shall be liable to the passenger according to Article 628. Paragraph 2. of this Code for damages arising from shortage, or damage to valuables (money, securities, gold, silver, jewels, precious stones, objects of art) or from any delay in delivery of the same to the passenger only if the carrier had taken the said valuables into custody.

The carrier shall issue a written receipt for goods received in custody according to Paragraph 1. of this Article.

Article 630.

At passenger's request the carrier shall issue a written receipt for luggage he has taken into custody.

The luggage receipt shall indicate the type of luggage and their number of pieces. Unless the contrary is proved, the particulars in the luggage receipt shall be presumed to be correct.

Article 631.

If upon termination of the voyage the luggage has not been claimed or removed from the ship, the carrier shall keep it in his custody or give it into the custody of an adequate custodian at the risk and expense of the passenger.

Article 632.

If the carrier proves that the personal injuries or death of a passenger, the shortage, loss or damage to his luggage, or the delay in delivering the luggage to the same, has been partly or exclusively caused at the fault of the said passenger or by an action of his which cannot be considered normal, the court shall mitigate the carrier's liability or relieve him therefrom.

Article 633.

The liability of the carrier for the personal injuries or death of a passenger shall be limited in all cases to 46,666 accounting units of Special Drawing Rights per passenger and voyage.

If the compensation for damages is granted as an annuity the capital payment cannot exceed the amount specified in Paragraph 1. of this Article.

The amount specified in Paragraph 1. of this Article shall apply to the settlement of the claims of all creditors based on the events caused in the course of a single voyage.

Article 634.

The liability of the carrier for damages caused to luggage due to its shortage, loss or damage, or to any delay in its delivery to the passenger shall be limited in all cases to:

- 1) 833 accounting units of Special Drawing Rights per passenger and voyage for hand luggage,
- 2) 3,333 accounting units of Special Drawing Rights per passenger and voyage for vehicles, including luggage carried in or on a vehicle,
- 3) 1,200 accounting units of Special Drawing Rights per passenger and voyage for other luggage except the luggage mentioned in Paragraph 1. Points 1) and 2) of this Article.

The provisions of Paragraph 1. Point 3) of this Article shall also apply to the carrier's liability for damages caused to valuables (Article 629).

Article 635.

The carrier and the passenger may agree that the carrier shall be liable according to the provisions of Article 634 of this Code only after deducting a franchise of no more than 117

accounting units of Special Drawing Rights in the case of damages to a vehicle and no more than 13 accounting units of Special Drawing Rights per passenger in the case of damages caused to any delay in its delivery to the passenger.

The amount of franchise shall be deducted from the amount of compensation due to the passenger.

The provisions of this Article shall not apply to valuables.

Article 636.

The carrier's right to avail himself of the benefit of limitation of liability provided in Article 633., 634. and 635. of this Code shall be forfeited if it is proved that the damages arose as the result of acts or omissions which the carrier performed intentionally or recklessly with the knowledge that damages could probably arise.

Article 637.

The amount to which the carrier's liability is limited as prescribed by Article 633., 634. and 635. of this Code may be increased by express agreement in writing between the carrier and the passenger.

Article 638.

In addition to the amount which the carrier is bound to pay the passenger according to the provisions of the Article 633., 634., 635. and 637. of this Code, the interest and costs of the proceedings recognized by the court in an action for damages due to the personal injury or death of the passenger, a shortage, loss or damage to his luggage or delay in delivery of the same to the passenger shall be paid in full.

Article 639.

If an action has been brought against persons in the service of the carrier or the actual carrier for damages prescribed by the provisions of this Code in respect to the carriage of passengers and their luggage, such persons shall be entitled to the benefit of the exemption or limitation of liability to which the carrier is entitled according to the provision of the Code, provided that the said persons acted within the scope of their duties on board.

The persons in service of the carrier or the actual carrier mentioned in Paragraph 1 of this Article shall forfeit their right to the benefit of the limitation of liability provided by Article 633., 634. and 635. of this Code if it is proved that the damages were caused by acts or omissions of the said persons performed with the intent to cause the damages or recklessly with the knowledge that damages would probably arise.

The limit of liability agreed by the carrier and the passengers as prescribed by the provisions of Article 637. of this Code shall not apply to the persons mentioned in Paragraph 1. of this Article.

Article 640.

The carriage of passengers and hand luggage comprises the time the passenger is on board, the time of embarking and disembarking and the time the passengers are carried from shore to ship and vice-versa, provided that the charges for such secondary carriage are included in the price of the ticket or if the ship employed for such carriages is supplied by the carrier. The time spent by the passenger at the port terminal or any other part of the port shall not be considered as part of the carriage of passengers.

In addition to the time indicated in Paragraph 1. of this Article, the carriage of hand luggage also comprises the period of time commencing the moment the carrier takes the luggage into custody either ashore or on board and terminates the moment he returns the same to the passenger.

Article 641.

When there is a ground for applying the limitation of liability according to the provisions of Article 633., 634., 635. and 637. of this Code, the said limits of liability shall apply to the total amount of compensation which can be awarded within the scope of all contractual and non-contractual actions brought on the grounds of liability for the personal injury or death of a passenger, for the shortage, loss or damage to luggage or for any delay in delivery of the same to the passenger.

If the carriage has been performed by an actual carrier, the total amount of compensation recoverable from the carrier or the actual carrier and from the persons in their service who were acting within the scope of their official duties cannot exceed the highest amount of compensation which may be claimed either from the carrier or the actual carrier, however none of the persons mentioned shall be liable beyond the limits applicable to the same.

In all cases where persons in service of the carrier or the actual carrier are entitled under the provisions of Article 639. of this Code to the benefit of the limitation of liability as provided in Article 633., 634. and 635. of this Code the total amount of compensation recoverable from the carrier or eventually from the actual carrier and from the persons in their service cannot exceed the said limitation.

Article 642.

The passenger shall be bound to submit his objection to the carrier or his authorized representative in writing:

- 1) when luggage shows apparent damage;
 - a) in the case of hand luggage – before or at the moment the luggage is discharged,
 - b) in case of other luggage – before or at the moment of its delivery;
- 2) when the damage to the luggage is not apparent or the luggage has been lost – 15 days from the day of discharging or delivery or from the day on which the luggage should have been delivered.

Should the passenger not comply with the provisions of Paragraph 1 of this Article, it shall be presumed that he has taken delivery of the luggage in good order unless the contrary is proved.

A written notice shall not be necessary if the condition of the luggage has been ascertained in the presence of both parties at the moment of delivery.

Article 643.

If the luggage is not delivered to the passenger within 30 days after the termination of the voyage, the passenger may declare that he consider the luggage to be lost.

When submitting the declaration in accordance with Paragraph 1. of this Article, the passenger shall be entitled to request the carrier to inform him of the recovery of the luggage if it should be traced within one year from the day the compensation for the lost luggage was paid.

Within 30 days after receiving the information that the luggage has been traced, the passenger may request delivery of the luggage at a place of designation against payment of the expenses of carriage.

A passenger who has taken delivery of the recovered luggage shall refund the amount received as compensation for the loss of the luggage, deducting thereby the freight which had been refunded to him, but retaining the right to compensation for damages resulting from the late delivery of the luggage.

Should the passenger not make the request provided in Paragraph 2. and 3. of this Article, the carrier may freely dispose of the luggage.

Article 644.

Any term of contract stipulated before the occurrence of the event causing the personal injury or death of a passenger or the shortage, loss or damage to his luggage or a delay in delivery of the luggage to the passenger shall be null and void if the said term purports the release of the carrier for his liability to the passenger, the establishment of a limit of liability lower than the amount prescribed by this Code, excepting the amount of limitation under Article 635 of this Code, or the transfer of burden of proof from the carrier to another person.

Article 645.

The provision of Article 626., 627., 628., 629. and 632. of this Code shall apply to all contractual and non-contractual claims brought against the carrier on any grounds whatsoever for damages caused by the personal injury or death of a passenger, the shortage, loss or damage to or by a delay in delivery of the same to the passenger.

Article 646.

The carrier shall be entitled to retain and sell the luggage delivered to him for carriage and the valuables he received in custody in order to satisfy the claims in connection with the carriage of a passenger and luggage and the custody of valuables.

**4.2. ANNEX 2 - Relevant provisions of the Constitution of the Republic of Croatia
(Article 88)**

Article 88.

Laws shall be promulgated by the President of the Republic within eight days from the date when they were passed in the Croatian Parliament.

If the President of the Republic considers the promulgated law not in accordance with the Constitution, he may initiate proceedings to review the constitutionality of the law before the Constitutional Court of the Republic of Croatia.

4.3. ANNEX 3 - Relevant provisions of the Law on Conclusion and Enforcement of the International Treaties (Articles 5, 26, 30 and 41)

Article 5.

President of the Republic shall conclude international treaties on behalf of the Republic of Croatia. President of the Republic can authorize the Government of the Republic of Croatia to conclude particular international treaty.

Government of the Republic of Croatia can even without authorization in paragraph 1. of this Article conclude international treaties relating to economy, public services and protection of the environment.

Article 26.

Exchange or deposit of documents of ratification, adoption, acceptance or accession and performance of other actions dealing with entering into force of international treaties for Republic of Croatia, is under jurisdiction of Ministry of Foreign Affairs.

Article 30.

Act of ratification of a treaty together with the text of the treaty, as any other treaty, shall be published without delay in 'Narodne novine', official gazette of the Republic of Croatia.

Treaties shall be published in Croatian language. If neither of the languages of the original is Croatian, treaties shall be published in one of the languages of the original and in translation in the Croatian language.

Together with the publishing of the treaty, all relevant information about entering into force of the treaty, will also be published, and if at the time of publishing the treaty was not in force, information about its entering into force will be published upon its entering into force.

Article 41.

International treaty is denounced or withdrawn from in accordance with the provisions of the treaty itself or in accordance with the rules of general international law.

On the denunciation or withdrawal from the international treaty by the Republic of Croatia, in appropriate manner will be applied provisions for adoption of international treaties.