

No. 30887

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**MULTILATERAL**

**Convention on the contract for the international carriage of  
passengers and luggage by road (CVR). Concluded at  
Geneva on 1 March 1973**

*Authentic texts: English, French and Russian.*

*Registered ex officio on 12 April 1994.*

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**MULTILATÉRAL**

**Convention relative au contrat de transport international de  
voyageurs et de bagages par route (CVR). Conclue à  
Genève le 1<sup>er</sup> mars 1973**

*Textes authentiques : anglais, français et russe.*

*Enregistrée d'office le 12 avril 1994.*

## CONVENTION<sup>1</sup> ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF PASSENGERS AND LUGGAGE BY ROAD (CVR)

THE CONTRACTING PARTIES,  
HAVING RECOGNIZED the desirability of standardizing the conditions  
governing the contract for the international carriage of  
passengers and luggage by road,  
HAVE AGREED as follows:

### CHAPTER I

#### SCOPE OF APPLICATION

##### Article 1

1. This Convention shall apply to every contract for the carriage of passengers and, where appropriate, of their luggage in vehicles by road when the contract provides that the carriage shall take place in the territory of more than one State and that the place of departure or the place of destination, or both these places, shall be situated on the territory of a Contracting State, irrespective of the place of residence and the nationality of the Parties.

2. For the purposes of this Convention:

- (a) carrier means any person who in the course of trade or business, but acting other than as an operator of a taxi service or of a service hiring out vehicles with drivers, undertakes under an individual or collective contract of carriage to carry one or more persons and, where appropriate, their luggage, whether or not he performs the carriage himself;

<sup>1</sup> Came into force on 12 April 1994, i.e., the ninetieth day after the date of deposit with the Secretary-General of the United Nations of the fifth instrument of ratification, accession (or notification of succession), in accordance with article 25 (1):

<i>Participant</i>	<i>Date of deposit of the instrument of accession (a) or of the notification of succession (d)</i>
Bosnia and Herzegovina.....	12 January 1994 <i>d</i>
Croatia.....	3 August 1992 <i>d</i>
Czech Republic.....	2 June 1993 <i>d</i>
Slovakia.....	28 May 1993 <i>d</i>
Yugoslavia.....	1 April 1976 <i>a</i>

In addition, and prior to the entry into force of the Convention, Latvia deposited an instrument of accession on 14 January 1994, with effect from 14 April 1994.

- (b) passenger means any person who, in the performance of a contract of carriage made by him or on his behalf, is carried either for reward or gratuitously by a carrier;
- (c) vehicle means any motor vehicle used in the performance of a contract of carriage and intended for the carriage of persons; a trailer shall be deemed to form part of the vehicle.
3. This Convention shall also apply where the carrier is a State or other public body.
4. The Contracting States undertake not to vary any of the provisions of this Convention by special agreements between two or more of them, except to make it inapplicable to their frontier traffic.

#### Article 2

Where carriage by road is interrupted and another mode of transport is used, this Convention shall nevertheless apply to the portions of carriage which are performed by road, even if they are not international within the meaning of article 1, provided that they are not ancillary to the other mode of transport.

#### Article 3

Where the vehicle itself is carried over part of the journey by another mode of transport, this Convention shall apply to loss or damage caused by an incident connected with the carriage by the vehicle and which occurs either while the passenger is inside the vehicle or is entering or alighting from the vehicle, or in connexion with the fact that luggage is on or in the vehicle or is being loaded or unloaded.

### CHAPTER II

#### PERSONS FOR WHOM THE CARRIER IS RESPONSIBLE

#### Article 4

For the purposes of this Convention, the carrier shall be responsible for the acts and omissions of his agents and servants and of all other persons of whose services he makes use for the performance of the obligations which are incumbent upon him by virtue of the contract of carriage by road when such agents, servants or

other persons are acting within the scope of their employment, as if such acts or omissions were his own.

### CHAPTER III

#### TRANSPORT DOCUMENTS

##### Section 1. Passengers

###### Article 5

1. Where passengers are carried, the carrier shall issue an individual or a collective ticket. The absence, irregularity or loss of the ticket shall not affect the existence or the validity of the contract of carriage, which shall remain subject to the provisions of this Convention.

2. The ticket shall show the name and the address of the carrier and shall contain the statement that the contract is subject, any clause to the contrary notwithstanding, to the provisions of this Convention.

3. The carrier shall be liable for any damage which may be caused to the passengers by a breach of the obligations placed upon him by this article.

###### Article 6

The ticket shall be prima facie evidence of the particulars shown on it.

###### Article 7

Unless the ticket contains a provision to the contrary it shall, if it is not made out in the passenger's name, be transferable at any time before the journey begins.

##### Section 2. Luggage

###### Article 8

1. The carrier may, and at the request of the passenger shall, issue a luggage registration voucher indicating the number and nature of the pieces of luggage handed over to him. The voucher shall be issued free, subject to the collection of any taxes payable on it.

2. The luggage registration voucher, if it is not combined with a ticket, shall state the name and the address of the carrier and shall contain the statement that the contract is subject, any clause to the contrary notwithstanding, to the provisions of this Convention.

3. The carrier shall be liable for any damage which may be caused to the passengers by a breach of the obligations placed upon him by this article.

#### Article 9

The luggage registration voucher shall be prima facie evidence of the particulars shown on it and, subject to such reservations as may be entered on it, that the luggage appeared to be in good condition when handed over.

#### Article 10

1. A carrier acting in good faith shall be deemed to have made a valid delivery of the luggage if he delivers the luggage to the holder of the luggage registration voucher.
2. If the luggage registration voucher is not produced, the carrier shall not be obliged to deliver the luggage covered by it unless the person claiming the luggage can prove his right thereto; should the evidence appear insufficient, the carrier may require adequate security for the luggage and such security shall be returned within a period of one year from the date on which it was paid over.
3. Luggage which is not claimed on the arrival of the vehicle, whether or not a voucher has been issued, shall be deposited in a safe and convenient place; such luggage shall be deemed to be in the custody of the carrier on behalf of the passenger; such custody may be entrusted to a third party; the person having custody shall be entitled to a fair remuneration. All other matters connected with the deposit of unclaimed luggage shall be governed by the law of the place where the luggage has been deposited.

### CHAPTER IV

#### LIABILITY OF THE CARRIER

#### Section 1. Personal Injuries

#### Article 11

1. The carrier shall be liable for loss or damage resulting from the death or wounding of or from any other bodily or mental injury caused to a passenger as the result of an accident connected with the carriage and occurring while the passenger is inside the vehicle or is entering or alighting from the vehicle, or occurring in connexion with the loading or unloading of luggage.