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Working Party on the Transport of Dangerous Goods

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Item 3 of the provisional agenda

REPORTS OF INFORMAL WORKING GROUPS

Proposed amendments on the definition of the safety obligations of unloaders

Transmitted by the International Road Transport Union (IRU) ^{1,2}

SUMMARY

Executive summary:	Proposed amendments on the definition of the unloaders, based on the road transport hauliers' observations and comments. The IRU will only refer to items relating specifically to ADR.
Action to be taken:	Amend all ADR points of ECE/TRANS/WP.15/AC.1/2009/15
Related documents:	ECE/TRANS/WP.15/AC.1/2009/13; ECE/TRANS/WP.15/AC.1/2009/15 Informal document INF.22 submitted at the March 2009 session of the Joint Meeting

¹ In accordance with the programme of work of the Inland Transport Committee for 2006-2010 (ECE/TRANS/166/Add.1, programme activity 02.7 (c)).

² Circulated by the Intergovernmental Organisation for International Carriage by Rail (OTIF) under the symbol OTIF/RID/RC/2009/46.

Introduction

1. Following the presentation of the results of the Unloader Working Group (WG) during the last Joint Meeting from 23 - 27 March 2009 (see report document ECE/TRANS/WP.15/AC.1/114), IRU raised its opposition, based on the request of its members, as the informal document proposed by the Government of Spain did not take into consideration the responsibilities of the unloaders.
2. The principle of introducing the definition of the unloader - only referring to ADR in our context - is supported by the IRU and its members. However, it is essential to have a proper definition of the unloader's role, bearing in mind that the unloading/discharging process can be carried out by several participants.
3. The parties involved in the unloading/discharging process are the consignor, the carrier and the consignee. The responsibilities between the involved parties should be clearly defined, so that the obligations of the unloader(s) can be established.
4. Prior to the unloading/discharging process;
 - (a) All participants involved should be made aware of all safety requirements and unloading/discharging equipment;
 - (b) All participants need to ensure that the cargo to be unloaded/discharged corresponds to the contents of the transport document. It is recommended that the load should be physically checked (correct marking, analysis of the products, etc.).

Proposal

5. Add a new definition in paragraph 1.2.1:

“Unloader” means any enterprise which unloads/discharges dangerous goods off a vehicle or a large container, a tank (tank-vehicle, demontable tank, portable tank or tank-container) a small container for carriage in bulk, a battery-vehicle, a MEMUs or a MEGC.

Note: “removing a container, bulk-container, tank-container or portable tank from a vehicle” is already covered by 7.5.1.
6. Add a new sub-section 1.4.3.x:

“1.4.3.x Unloader

1.4.3.x.1 In the context of 1.4.1, the unloader has the following obligations in particular:

- (a) He shall ascertain that the correct goods are to be unloaded/discharged by comparing the relevant information on the transport document with the package/container/tank/MEMU/MEGC markings;
- (b) He shall check, before and during unloading/discharging, whether the packaging, the tank, the vehicle or container have been damaged to an extent which would endanger the unloading/discharging operation. Unloading/discharging should not be carried out until new instructions have been provided by the consignor (CMR Convention).
- (c) He shall be familiar with the vehicle's equipment and with the site's unloading/discharging equipment and the need to comply with all relevant legal requirements concerning unloading/discharging;
- (d) He shall carry out in the cases provided for by ADR the prescribed cleaning and decontamination of the vehicles and containers;"
- (e) He shall ensure that the containers once completely unloaded, cleaned and decontaminated, no longer bear danger markings conforming to Chapter 5.3."
- (f) The respective unloading/discharging responsibilities of the consignor, the carrier and the consignee shall be clearly stipulated in writing before the start of the journey.

7. The current obligations of the consignee sub-section 1.4.2.3.1, paragraph (a) and (b) are transferred from the consignee to the unloader under 1.4.3.X.1 (d) and (e) above. In addition it is proposed to amend 1.4.2.3 to read as follows:

"1.4.2.3 Consignee

1.4.2.3.1 The consignee has the obligation not to defer acceptance of the goods without compelling reasons and to verify, after unloading/discharging, that the requirements of ADR concerning him and the unloader have been complied with.

1.4.2.3.2 If, in the case of a container, this verification brings to light an infringement of the requirements of ADR, the consignee shall return the container to the carrier only after the infringement has been remedied."

Justification

Safety: Better "interpretation" for all hauliers companies.

Feasibility: More in line with the actual processes on site.

Enforcement: These amendments make it possible to avoid problems during any unloading process of dangerous goods.
