

Text consolidated by Valsts valodas centrs (State Language Centre) with amending laws of:

- 21 March 2002 [shall come into force on 23 April 2002];
- 24 November 2005 [shall come into force on 21 December 2005];
- 14 June 2007 [shall come into force on 18 July 2007];
- 7 May 2009 [shall come into force on 10 June 2009];
- 12 November 2009 [shall come into force on 2 December 2000];
- 14 October 2010 [shall come into force on 1 January 2011];
- 30 October 2014 [shall come into force on 16 November 2014].

If a whole or part of a section has been amended, the date of the amending law appears in square brackets at the end of the section. If a whole section, paragraph or clause has been deleted, the date of the deletion appears in square brackets beside the deleted section, paragraph or clause.

The *Saeima*¹ has adopted and
the President has proclaimed the following Law:

Carriage by Rail Law

Chapter I General Provisions

Section 1. Terms Used in this Law

The following terms are used in this Law:

- 1) **luggage** – things which, pursuant to a ticket presented by a passenger, a carrier registers for carriage in a luggage wagon, providing the passenger with a receipt;
- 2) **recipient of luggage** - a passenger who has handed over luggage for carriage or another person who, on presentation of a luggage receipt, is entitled to receive luggage;
- 3) **dangerous goods** – goods considered to be dangerous for the purposes of the Law On the Movement of Dangerous Goods;
- 4) **container** – a repeated use receptacle for freight standardised by gross mass, dimensions, construction and labelling, and which is used for the carriage of freight by one or several modes of transport;
- 5) **freight** – things (substances, goods or articles) which have been handed over for carriage by railway wagons or containers;
- 6) **unaccompanied luggage** – things which have been handed over for carriage in the luggage wagon of a passenger train;
- 7) **sender of unaccompanied luggage** – a person who hands over unaccompanied luggage and who is indicated in the unaccompanied luggage carriage documents;
- 8) **recipient of unaccompanied luggage** – a person to whom, according to unaccompanied luggage carriage documents, the unaccompanied luggage is addressed;
- 9) **consignor** – a person who hands over freight for carriage by rail and is indicated in a consignment note (the consignor and consignee may be one and the same person);
- 10) **consignee** – a person to whom, according to a contract of carriage, the freight is addressed and who is indicated in freight carriage documents;
- 10¹) **military goods** – ammunition, armaments, special means and equipment transferred for carriage by rail to support foreign armed forces or the National Armed Forces;
- 11) **passenger** – a natural person who, according to a passenger ticket for travel or on any other legal basis, uses a passenger wagon for travel and carriage of luggage, as well as uses other services provided by a carrier;

¹ The Parliament of the Republic of Latvia

12) **consignment note** – a rail freight carriage document which is submitted by a consignor to a carrier together with the freight and which document consists of the original of the consignment note, an invoice, a delivery note and an arrival note;

13) **accompanying documents** – documents which a consignor has appended to a consignment note and which are indicated in the consignment note;

14) **private wagons, private containers** – rail wagons and containers owned or used on some other legal basis by a consignor or a consignee;

15) **hand luggage** – things easily carried, which passengers take with them in a railway wagon;

16) **consignment** – freight which has been registered for carriage according to a single consignment note;

17) **technical regulations** – safety and technological requirements which must be observed in the loading, carriage and unloading of freight; and

18) **wagon** – a means of transport for carriage by rail of passengers, luggage, unaccompanied luggage and freight.

[24 November 2005; 14 October 2010]

Section 2. Operation of this Law

This Law governs the issues related to the field of carriage by rail (carriage of passengers and luggage; carriage of freight; carriage of dangerous goods, military persons and military goods; liability for violations of carriage by rail mutual obligations; objections and claims), relations between carriers and passengers, senders and recipients of luggage, unaccompanied luggage and freight, as well as prescribes the requirements for carriage of dangerous goods.

[24 November 2005]

Section 3. Legal Framework for Carriage by Rail

(1) The legal basis for carriage by rail shall be this Law, Cabinet regulations issued in accordance with this Law, The Civil Law, The Commercial Law and other laws, as well as international agreements binding to the Republic of Latvia.

(2) Matters related to the procedures for providing and using carriage by rail services of passengers and luggage carriage is governed also by Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

[12 November 2009]

Section 4. Legal Framework of International Carriage of Passengers and Luggage by Rail

(1) International carriage of passengers and luggage by rail is carried out in accordance with international agreements binding to the Republic of Latvia.

(2) Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations until 3 December 2019 is not applied in relation to international carriage of passengers and luggage by rail carried out between stations, which are located in Latvia and a state which is not a Member State of the European Union.

[7 May 2009; 12 November 2009; 30 October 2014 / Amendment to Paragraph two on replacement of the numbers and words "3 December 2014" with the numbers and words "3 December 2019" shall come into force on 4 December 2014. See Paragraph 5 of the Transitional Provisions.]

Section 4.¹ Legal Framework of Domestic Carriage of Passengers and Luggage by Rail

(1) In addition to the laws and regulations referred to in Section 3 of this Law, domestic carriage of passengers and luggage by rail is governed by the Law On Public Transport Services and Cabinet regulations issued on the basis of the Law.

(2) Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations is not applied to domestic carriage of passengers and luggage by rail until 3 December 2019, except Articles 9, 11, 12, 19, 20(1) and 26 thereof.

[12 November 2009; 30 October 2014 / Amendment to Paragraph two on replacement of the numbers and words "3 December 2014" with the numbers and words "3 December 2019" shall come into force on 4 December 2014. See Paragraph 5 of the Transitional Provisions.]

Section 5. Rail Freight Carriage Regulations

(1) The Cabinet shall issue rail freight carriage regulations regarding:

- 1) carriage of stacked freight (number of pieces not stated);
- 2) sealing of wagons and containers;
- 3) carriage of small freight consignments;
- 4) carriage of grain and other loose bulk freight;
- 5) carriage of freight in containers;
- 6) carriage of freight that may freeze;
- 7) carriage of freight between Gulbene and Alūksne;
- 8) carriage of such freight as is perishable;
- 9) carriage of freight in open wagons;
- 10) carriage of animals and freight subject to veterinary control;
- 11) procedures and terms for the storage of freight.

(2) A rail freight carrier has a duty to provide free of charge the information laid down in laws and other regulatory enactments to State institutions upon their written request, as well as to ensure the data processing system of the State Revenue Service with the electronic information necessary for customs control needs.

Section 5.¹ Regulations on the Carriage of Military Persons and Military Goods by Rail

The Cabinet shall issue regulations on the carriage military persons and military goods by rail, in which the following shall be determined:

- 1) the specific requirements for filling in a consignment note and information to be indicated in accompanying documents in carriage of military goods;
- 2) the safety measures to be taken in performing carriage by rail of military persons and military goods;
- 3) the procedures by which loading, fixing and unloading of military equipment shall be organised.

[7 May 2009]

Section 6. Classification of Carriage by Rail

Carriage by rail shall be classified according to the type of transport as follows:

1) domestic carriage by rail – carriage performed between the stations of departure and stations of destination within the territory of the Republic of Latvia, including carriage of freight to, from or between the railway stations serving ports;

2) international carriage by rail – carriage which is performed in the territory of two or more states.

Chapter II

Carriage of Passengers and Luggage by Rail

Section 7. Passenger and Luggage Carriage Contracts

According to a passenger carriage contract, a carrier shall undertake, in return for payment, to carry a passenger to the station or train stop indicated on the ticket and, if a passenger has handed over luggage, to convey it to the station indicated and hand it over to the recipient of the luggage or his or her authorised person, but the passenger shall undertake to pay for his or her travel and carriage of luggage unless provided for otherwise in law.

Section 8. Unaccompanied Luggage Carriage Contracts

According to an unaccompanied luggage carriage contract, a carrier shall undertake, in return for payment, to convey the unaccompanied luggage handed over for carriage to the indicated station and to hand it over to the recipient of the unaccompanied luggage.

Section 9. Carriage of Passenger, Luggage and Unaccompanied Luggage by Rail Documents

- (1) A ticket shall confirm that a passenger has paid for the carriage.
- (2) The entering into of a luggage carriage contract shall be confirmed by a luggage receipt.
- (3) The entering into of an unaccompanied luggage carriage contract shall be confirmed by an unaccompanied luggage receipt and a consignment note.
- (4) The procedures for sale of tickets and sales locations, and the procedures and locations for the issue of receipts for hand luggage, luggage and unaccompanied luggage which are carried for a charge shall be determined by the carrier.

Section 10. Ticket Details in International Carriage by Rail

- (1) The carrier shall determine the form of tickets.
- (2) A ticket shall indicate:
 - 1) the carrier;
 - 2) the station (train stop) of departure and destination;
 - 3) its date of issue (where necessary, also the time and period of validity),
 - 4) its price (cost of carriage).
- (3) If necessary, a carrier shall also indicate other particulars.

[14 June 2007 / See the Transitional Provisions]

Section 11. Passenger Train Timetables

- (1) A carrier shall carry railway passengers in accordance with a passenger train timetable.
- (2) A carrier shall carry luggage and unaccompanied luggage between the stations where the luggage and unaccompanied luggage is loaded and unloaded.
- (3) A carrier shall inform the public regarding train timetables and changes therein not later than ten days before they enter into effect.
- (4) The provisions of Paragraph three of this Section are not applicable to cases where the timetable is changed or the movement of trains is interrupted if traffic safety, human life, health, personal property or the environment is being or could be endangered.

[21 March 2002; 14 June 2007 / See the Transitional Provisions]

Section 12. Obligation to Provide Information

(1) A carrier shall place the following information in a clearly visible location in stations and train stops:

- 1) a passenger train timetable;
- 2) charges and discounts for passenger travel and carriage of hand luggage, luggage and unaccompanied luggage;
- 3) the working hours of ticket offices;
- 4) a list of things (including substances) which it is prohibited to carry in hand luggage, luggage or unaccompanied luggage.

(2) Information regarding the carriage of luggage and unaccompanied luggage, as well as registration and hand over offices shall be placed in stations and train stops, which register luggage and unaccompanied luggage.

(3) Information regarding charges for the carriage of passengers, hand luggage, luggage and unaccompanied luggage, as well as regarding amendments to such charges shall be publicly notified not later than ten days before the coming into effect of such.

(4) In international carriage, the carrier shall ensure the provision of customs declarations to the passengers.

Section 13. Hand Luggage

(1) A passenger has the right to carry hand luggage.

(2) A carrier shall not be liable for the safe-keeping of a passenger's hand luggage.

Section 14. Luggage and Unaccompanied Luggage

(1) A passenger or a sender of unaccompanied luggage has the right to carry or to send luggage or unaccompanied luggage, within the limits specified by the carrier for luggage and unaccompanied luggage (mass, dimensions).

(2) The delivery time of luggage or unaccompanied luggage shall be specified in conformity with the time of arrival at the indicated station of the train by which the luggage or unaccompanied luggage has been sent.

(3) When handing over luggage and unaccompanied luggage, its value may be declared.

(4) A carrier shall issue luggage and unaccompanied luggage to its recipient after arrival of the train at the indicated station or after receipt of a notification of the arrival of the luggage or unaccompanied luggage.

(5) Recipients of luggage or unaccompanied luggage shall pay the carrier for storage of the luggage or unaccompanied luggage if the recipient of the luggage or unaccompanied luggage has not claimed such within a period of one day after receipt of a notification of the arrival of the luggage or unaccompanied luggage.

(6) A recipient of luggage or unaccompanied luggage is entitled to consider luggage or unaccompanied luggage to be lost and to submit a claim for reimbursement if the luggage or unaccompanied luggage has not arrived at the indicated station within a period of ten days after the time for its delivery has expired.

(7) A carrier has the right to sell unclaimed luggage and unaccompanied luggage not earlier than after 30 days. If the recipient of luggage or unaccompanied luggage demands such within a period of six months, the carrier shall pay the recipient the amount that the carrier has received from the sale of the luggage or unaccompanied luggage, deducting therefrom all expenses relating to sale and storage.

Section 15. Particulars of Hand Luggage, Luggage and Unaccompanied Luggage Receipts

- (1) Forms of receipts for hand luggage carried for charge, and luggage and unaccompanied luggage shall be determined by the carrier.
- (2) An unaccompanied luggage receipt shall indicate:
 - 1) the firm name of the carrier;
 - 2) the given name and surname or firm name of the sender;
 - 3) the station of loading and unloading;
 - 4) a description of the luggage;
 - 5) the price (cost of carriage);
 - 6) the date issue of the luggage (if necessary, also the time);
 - 7) the declared value.
- (3) A luggage receipt shall indicate the particulars referred to in Paragraph two, Clauses 1-5 and 7 of this Section.
- (4) A receipt for hand luggage carried for a charge shall indicate the particulars referred to in Paragraph two, Clauses 1, 4, 5 and 7 of this Section.
- (5) If necessary, on a receipt for hand luggage, luggage or unaccompanied luggage, the carrier may also indicate other particulars not referred to in this Section.

Section 16. Limitations Regarding Carriage of Hand Luggage, Luggage and Unaccompanied Luggage

In hand luggage, luggage or unaccompanied luggage the following may not be carried:

- 1) dangerous things (also substances), explosive or combustible things (also substances), as well as oxidising, toxic, radioactive or noxious, malodorous substances or things which may cause infection; and
- 2) things (also substances) which may disturb or cause inconvenience to other passengers, endanger them, damage their hand luggage, luggage, unaccompanied luggage or the railway carriage.

Section 17. Things Found

- (1) The carrier shall draw up a document regarding the things that have been found (left) on a train, including therein a description of these things, and hand them over to the terminal station of the train.
- (2) In order to have things returned, persons who have lost them shall indicate their given name, surname and place of residence and prove their right to the things, identifying the features of these things and describing them.
- (3) A carrier is entitled to hand over things found to the police not earlier than after three days, if no one has requested them and, taking into account their natural characteristics, it is possible to store them.
- (4) The customs authorities shall be informed regarding things found in international carriage by rail.

Section 18. Regulations Regarding Travel by Children

- (1) Pre-school age children have the right to travel in a passenger train only with an adult.
- (2) [14 June 2007]
- (3) A child up to 15 years may only be removed from a train in such case if he or she is conveyed to the nearest police station.
[14 June 2007 / See the Transitional Provisions]

Section 19. Obligations of Passengers

Passengers have an obligation:

- 1) to purchase a ticket for travel if they do not have the right to travel free of charge;
- 2) upon request of the persons who control tickets, to present tickets and receipts for hand luggage that is to be carried for a charge, and personal identity documents which confirm the right of the passenger to travel at a discount or other documents confirming the right to travel;
- 3) to pay a fine and a charge for carriage if the passenger cannot present a valid ticket for travel or other document confirming the right to travel, or a receipt for hand luggage for the carriage of which the carrier has specified a charge;
- 4) to present documents valid for entry into Latvia or the respective state to the carrier in international carriage of passengers and luggage by rail performed between stations, which are located in Latvia and a state, which is not a Member State of the European Union.

[30 October 2014]

Section 20. Rights of Passengers

Passengers have the right:

- 1) to purchase a ticket for travel in any vacant seat of a train or wagon on any scheduled route of their choice to a station (train stop) meeting their requirements as is open for the carriage of passengers and at which boarding and alighting of passengers is intended;
- 2) to use a passenger wagon for travel in conformity with the passenger carriage contract, as well as to use services related to the carriage;
- 3) to use travel discounts;
- 4) to extend the term of validity of a ticket, to have a ticket reissued and to travel by another train, which departs earlier, to refuse to travel and to return the unused travel documents, as well as while travelling, to take a vacant seat in a wagon of a higher or lower category.

[14 June 2007 / See the Transitional Provisions]

Section 21. Obligations of Carriers

(1) Carriers have an obligation:

- 1) to ensure for a passenger a seat as indicated in the ticket in a passenger wagon, as well as a safe journey, and the safe-keeping and conveyance of luggage and unaccompanied luggage handed over for carriage, by the specified time in the passenger train timetable, to the station (train stop) indicated;
- 2) upon request of a passenger and according to the specified procedures, to extend the term of validity of a ticket or redeem an unused (partly used) ticket;
- 3) to ensure appropriate sanitary conditions in passenger train wagons, as well as a specified air temperature.

(2) In international carriage by rail, carriers also have an obligation:

- 1) to inform passengers regarding approaching a border;
- 2) to provide information in good time to the Border Guard and customs authorities regarding the persons and goods carried;
- 3) to ascertain that a passenger has documents valid for entry into Latvia or the respective state and refuse to carry a passenger, if the passenger cannot present the carrier documents valid entry into the respective state in carriage of passengers and luggage performed between stations, which are located in Latvia and a state that is not a Member State of the European Union.

[30 October 2014]

Section 22. Rights of Carriers

Carriers have the right:

- 1) to not sell a ticket to a passenger if in the train wagon chosen by the passenger there is no vacant seat or if the passenger train has been cancelled;
- 2) to refuse to carry and to remove from a train at any station (train stop) mentioned in the train timetable, as well as to hand over to the police a passenger who is intoxicated with alcohol, narcotic or toxic substances and is violating public order;
- 3) to refuse to carry and to remove a passenger from a train at any station (train stop) mentioned in the train timetable if things (also substances) which are prohibited to be carried on the basis of Section 16 of this Law are found in his or her hand luggage;
- 4) to refuse to carry and, in the presence of a medical practitioner, to remove a passenger from a train at any station (train stop) mentioned in the train timetable, if the passenger disturbs other passengers because of illness, or is dangerous to the health of others, and it is not possible to isolate such passenger from other passengers on the train;
- 5) to check the ticket and hand luggage receipt or the documents of a passenger which confirm the right of the passenger to travel at a discount and to keep the aforementioned documents if signs of forgery are evident in them;
- 6) to refuse to carry, to remove from a train at any station (train stop) mentioned in a train timetable, as well as to hand over to the police a passenger, if the passenger cannot produce a valid ticket, a document which confirms his or her right to travel at a discount or other documents confirming the right to travel, or a receipt for hand baggage carried for a charge, as well if he or she does not pay a fine or a travel fare, or the charge for carriage of hand luggage;
- 7) to refuse to register luggage and unaccompanied luggage for carriage, if it is not appropriately packaged or if there is obvious damage to it;
- 8) to sell luggage and unaccompanied luggage handed over for carriage, but which is unclaimed.

Chapter III Carriage of Freight by Rail

Section 23. Freight Carriage Contracts

According to a freight carriage contract, a carrier shall undertake, for a charge, to carry freight handed over by a consignor (in accordance with the carriage by rail tariff) from the station of departure to the station of destination and to hand over such freight to the consignee.

Section 24. Carriage Contract

(1) A carrier shall carry freight on the basis of a freight carriage contract, which shall be equivalent to a consignment note written according to specific procedures. A consignment note and accompanying documents may be drawn up electronically.

(2) The parties to a contract of carriage are not entitled to contest the validity of the contract of carriage only on the basis that it has been drawn up electronically, either fully or partially.

[30 October 2014]

Section 25. Contents and Form of a Consignment Note

(1) A consignment note shall indicate the following information:

- 1) the date of completion of the consignment note;
- 2) the number of the consignment note;

- 3) the firm name of the carrier;
 - 4) the given name, surname, or firm name of the consignor (only one natural or legal person shall be indicated), address and for a legal person – registration number;
 - 5) the station of departure and the station of destination;
 - 6) the given name, surname, or firm name of the consignee (only one natural or legal person shall be indicated), address and for a legal person – registration number;
 - 7) the name of the freight;
 - 8) the mass of the freight;
 - 9) the number of the wagon or the container;
 - 10) the speed of carriage.
- (2) The Cabinet shall determine the model consignment note form, its completion procedures and if necessary additional information which shall be indicated in the consignment note.
- (3) A carrier shall issue consignment note forms to a consignor for a charge.

Section 26. Submission of Consignment Note and Accompanying Documents

- (1) A consignor shall submit to a carrier a completed consignment note for each consignment and the accompanying documents appended to it as laid down in laws and regulations.
- (2) The consignor shall be liable for the consequences which have been caused as a result of the incorrectness, inaccuracy or incompleteness of the information indicated in the consignment note, as well as due to accompanying documents not being appended to the consignment note or incorrect accompanying documents.
- (3) A carrier has the right to check the correctness of information indicated in a consignment note.

Section 27. Charge for Carriage

- (1) A carrier shall determine a charge for carriage according to the carriage by rail tariff-rate system, which includes information regarding carriage distances, carriage charges, additional operations and other services related to carriage, and the procedures for calculating the charges, as well as amounts of contractual penalties.
- (2) Carriage by rail tariffs and tariff changes shall come into effect not earlier than 15 days after the available information has been made public to the users of services provided by a carrier.

Section 28. Preparation of Freight for Carriage

- (1) A consignor has the obligation to prepare freight for carriage so as to ensure traffic safety, as well as the safe-keeping of wagons, containers and the freight to be carried.
- (2) Freight, the carriage of which by rail requires packaging or containers, shall be handed over ready for carriage by a consignor and in packaging or containers conforming to standards.
- (3) The Cabinet shall issue regulations regarding carriage of freight poured into tanks and open bin wagons, which are governed by separate types of freight carriage conditions, regarding freight, which may be to be carried in tanks, regarding the procedures for pouring in and out of freight, and regarding the requirements to be conformed to in respects of tanks, as well as the procedures for determining shortages of ethyl alcohol.

Section 29. Conformity of Wagons and Containers

- (1) For the loading of freight, a carrier shall provide wagons and containers in good technical condition (ready for use).
- (2) A consignor or a carrier, depending upon who loads the freight, shall before loading freight make certain that the wagons or containers are in an appropriate commercial condition and, if

necessary, shall carry out their veterinary sanitary treatment, as well as the washing or steam cleaning of the wagons.

(3) The commercial condition of wagons and containers is their conformity to the carriage of specific freight and the construction characteristics of the wagons and containers.

(4) A consignor is entitled to refuse wagons or containers, if they are not in good technical condition.

Section 30. Loading of Freight into Wagons or Containers

(1) A consignor shall load freight into a wagon or a container according to the technical regulations for the loading and fixing of freight, regulations for freight carriage and other laws and regulations.

(2) A carrier has the right to check whether the freight has been correctly loaded.

(3) A carrier shall determine the mass of the freight, as well as indicate in the consignment note the mass of the freight and the method for determining it.

(4) The mass of the freight loaded into wagons and containers may not exceed the load capacity of the wagons and containers.

(5) A wagon or a container shall be considered to be loaded if the loading operation is finished, the external surface of the wagon or container is cleaned and a consignment note has been submitted to the carrier.

(6) The Cabinet shall issue rail freight loading and fixing technical regulations that determine:

1) the requirements in respect of the placement and fixing of the freight in wagons;

2) the conditions for loading, fixing and transporting of oversized and heavyweight freight;

3) the technical regulations for ensuring the preservation of wagons;

4) the procedures by which technical regulations in respect of loading and fixing of oversized and heavyweight freight provided for in international agreements binding to the Republic of Latvia shall be applied to domestic carriage by rail.

[21 March 2002]

Section 31. Prevention of Freight Loading Violations

(1) If a consignor has, in loading or fixing of freight, allowed mistakes or violations which endanger the safe-keeping of the freight during carriage (incorrect loading, exceeding of load capacity of rolling stock, incorrect fixing of freight, and others), a carrier shall invite the consignor or the consignee to rectify the violations, or rectify such itself.

(2) A consignor or a consignee, after the invitation of the carrier, shall without delay rectify the violations referred to in Paragraph one of this Section.

(3) If a carrier rectifies the violations referred to in Paragraph one of this Section, the consignor or the consignee shall reimburse to the carrier all the expenses related to such.

Section 32. Restrictions on Loading Freight

(1) Loading of freight may be temporarily suspended or restricted, if there is a natural disaster or an accident which has caused suspension of movement, if quarantine has been notified, as well as in other cases laid down in other laws and regulatory enactments according to instructions by relevant authorities.

(2) The carrier shall notify the consignor regarding suspensions or restrictions on the loading of freight.

Section 33. Registration of Freight for Carriage

(1) Registration of freight for carriage shall be confirmed by a consignment note, in which the carrier has indicated the date of registration of the freight, and by a receipt issued by the carrier regarding registration of the freight.

(2) The Cabinet shall issue regulations regarding the registration of freight for carriage in which shall be regulated the types of consignment, the procedures by which the pieces of freight and mass of the freight shall be determined, and by which separate types of freight are registered for carriage, as well as the labelling of transport and other regulations.

[30 October 2014]

Section 34. Carriage of Freight with a Declared Freight Value

(1) A consignor may hand over freight for carriage and declare the value of the freight with the carrier.

(2) The declaration of the value of freight is mandatory if precious metals, precious stones and products thereof, valuable furskins and products thereof, exposed films, art objects, antiques, household articles, as well as samples of various machine, equipment and device inventions are handed over for carriage without an escort.

(3) The procedures for carriage of freight the value of which is declared shall be determined by the carrier.

Section 35. Carriage of Freight Accompanied by an Escort

(1) Particular freight shall be carried accompanied by an escort of the consignor or the consignee.

(2) Freight that shall be carried accompanied by an escort and the procedures for its carriage shall be determined by the carrier.

Section 36. Speed of Freight Carriage

(1) The speed of carriage of freight shall be determined in kilometres per twenty-four hours, depending on the type of consignment, and the type and characteristics of the freight.

(2) The speed of carriage of freight shall be determined by the carrier.

(3) The speed of carriage of freight shall be selected and indicated on the consignment note by the consignor. If the relevant freight may be carried only at a specified speed, the consignor shall indicate the permitted speed on the consignment note.

Section 37. Time Limit for Delivery of Freight

(1) A carrier shall convey freight to the station of destination within the time limit set for delivery of the freight.

(2) The time limit set for delivery of freight is the time period within which a carrier must convey the freight registered for carriage at the station of departure to the station of destination and inform the consignee of the arrival of the freight addressed to the consignee.

(3) A carrier shall determine the time limits for delivery of freight and the procedures for their calculation.

Section 38. Amendments to Carriage Contracts

(1) A consignor or consignee is entitled to make the amendments referred to in this Section to a freight carriage contract according to procedures specified by the carrier.

- (2) A consignor may make the following amendments to a freight carriage contract (in international carriage by rail – only after co-ordination with customs authorities):
- 1) to remove the freight from the station of departure;
 - 2) to change the station of destination;
 - 3) to change the consignee;
 - 4) to return the freight to the station of departure.
- (3) A consignee may make the following amendments to a freight carriage contract:
- 1) to change the station of destination;
 - 2) to change the consignee.
- (4) Expenses which are incurred by a carrier, in ensuring the implementation of the amendments to a freight carriage contract referred to in this Section, shall be covered by a consignor or a consignee accordingly.

Section 39. Handing Over of Freight

- (1) A carrier shall inform a consignee of the arrival of freight.
- (2) A carrier is entitled to withhold freight if up to the time of the handing over of the freight the consignor has not settled all the payments associated with the carriage of the freight. In international carriage by rail, the carrier shall hand over freight only after the receipt of permission from a customs authority.
- (3) The Cabinet shall issue freight hand-over regulations governing the procedures by which a consignee shall be informed regarding the arrival of freight and the provision of wagons; by which the hand-over of freight shall be completed; by which the wagons shall be provided for unloading; the number of pieces of freight and by which the mass of the freight shall be determined, as well as the procedures by which wagons (containers) shall be cleaned and washed after unloading; by which freight shortages shall be determined, its amount of spoilage or damage; by which expert-examinations shall be performed and the payment of charges; by which notations shall be made in the consignment note regarding the handing over of the freight; the procedures for handing over freight on the basis of a consignment note of an additional consignment; the procedures for looking for freight which has not arrived at the station of destination, and the norms for freight natural losses and their application.

Section 40. Refusal to Accept Freight

A consignee may refuse to accept freight only in such case, where due to the fault of the carrier the quality of the freight has deteriorated (damaged or spoilt) and it is not possible to fully or partially use the freight.

Section 41. Impediments to Carriage and Handing Over of Freight

- (1) If a carrier, due to reasons beyond the control of the carrier, cannot deliver freight or hand it over to a consignee or, if a consignee does not arrive to accept the freight, the carrier shall without delay notify the consignor of this.
- (2) If within an eight-day period, or for perishable freight within a four-day period, from the time of notification, no instructions are received, or instructions are received which are impossible to fulfil regarding actions with the freight, a carrier is entitled to sell the freight or convey it back to the consignor; in international carriage by rail – only after co-ordination with the customs authorities.
- (3) A carrier is entitled to sell the freight without observing the time periods specified in Paragraph two of this Section if, due to the condition of the freight, it is necessary to conduct urgent measures.

Section 42. Payments for Freight Sold

Funds which a carrier has received for freight sold in accordance with Sections 41 and 43 of this Law, after covering the expenses of the carrier, shall be disbursed according to the submission of a relevant claim:

- 1) to the consignee indicated in the consignment note if the consignee has paid the value of the freight;
- 2) to the consignor in all other cases.

Section 43. Removal and Storage of Freight

- (1) The consignee shall accept and remove from the station freight addressed to the consignee.
- (2) A consignee shall pay a carrier for storage of freight in wagons or containers, warehouses or open sites, if the freight has not been removed within a 24-hour period after the information referred to in Section 39, Paragraph one of this Law has been sent.
- (3) If due to the fault of a consignor or a consignee wagons or containers are delayed en route or at the station of loading or unloading, a carrier shall calculate charges for storage of the freight in wagons or containers for the entire period of delay.
- (4) If freight is stored for more than the maximum time limit for storage of the freight, or the expenditures relating to the carriage and storage of the freight exceeds half of its value, a carrier is entitled to sell the freight.

Section 44. Acceptance and Inspection of Delivered Freight

- (1) A consignee shall accept the freight, open the wagon or container and inspect the freight on the basis of the pieces of freight or the mass of the freight indicated in the consignment note.
- (2) A consignee is entitled to invite the carrier to participate in the inspection of the number of pieces of freight, the mass of the freight and the condition of the freight. A carrier has an obligation to participate in the inspection of the freight if:
 - 1) the freight has arrived at the station of destination in a damaged wagon or container or there are other signs which testify to the possibility of accessing the freight which is contained in the wagon or container with undamaged seals (locking seals);
 - 2) the freight has arrived at the station of destination in a wagon or a container with damaged seals (locking seals) or with seals (locking seals) whose particulars do not conform to those indicated in the consignor's consignment note;
 - 3) the freight which has been carried in open rolling stock has signs of shortages, damage or spoilage which may be determined upon making an external inspection;
 - 4) the time period for the delivery of perishable freight or the temperature regimen for carriage in refrigerator wagons has not been observed;
 - 5) the freight is unloaded by the carrier;
 - 6) the freight has been loaded by the carrier.
- (3) Freight which is carried in containers or as piece goods shall be handed over by a carrier, inspecting the mass and condition of the freight only in the damaged places.
- (4) If a carrier participates in an inspection of freight, a consignee shall open a wagon or a container in the presence of the carrier.
- (5) If the consignee in accepting the freight does not invite the carrier to participate in the inspection of the freight and opens the wagon or container without the presence of the carrier, the freight in accordance with the consignment note shall be deemed to be handed over without shortages, damage or spoilage.

Section 45. Determination of the Amount of Freight Shortages, Damage or Spoilage

If shortages, damage or spoilage of freight is discovered during hand-over and inspection of the mass of the freight, the number of pieces or the condition of the freight, the carrier shall determine, with the participation of a representative authorised by the consignee, the actual amount of shortages, damage or spoilage of the freight.

Section 46. Treatment (Cleaning) of Wagons and Containers after Unloading Freight

(1) A consignee shall completely unload freight from wagons and containers, remove all fastenings, clean the wagons and containers internally and externally, and close the doors, hatches and side panels.

(2) A consignee, after unloading the freight, shall ensure washing, steaming or veterinary sanitary treatment of the wagons and containers in accordance with the Cabinet regulations referred to in Section 39, Paragraph three of this Law.

Section 47. Hand-over and Acceptance of Wagons and Containers

(1) A wagon or a container shall be considered unloaded if the unloading and the internal and external cleaning operations are completed and the consignment notes of conveyance for the empty wagons have been submitted to a carrier. The carrier does not have to check whether the information indicated in the consignment note for the conveyance is true.

(2) The procedures for hand-over and accepting wagons or containers, which must be observed by a consignor, a consignee and a carrier, as well as the procedures for completing consignment notes for conveyance and the model consignment note for conveyance shall be determined by the carrier.

Section 48. Demurrage of Wagons and Containers

(1) The consignor or consignee shall pay for the demurrage of wagons, containers and rolling stock transportable on its own axles.

(2) Demurrage of wagons, containers and rolling stock transportable on its own axles is the time when they:

1) are being loaded, unloaded and cleaned, as well as when consignment notes or accompanying documents are being completed;

2) are delayed en route or at the station of loading or unloading due to the fault of the consignor or the consignee.

(3) The procedures for recording demurrage of wagons, containers and rolling stock transportable on its own axles and the charges for such demurrage shall be determined by the carrier.

Chapter IV Carriage of Dangerous Goods

Section 49. Obligations of Consignors, Consignees and Carriers of Dangerous Goods

(1) Consignors, consignees and carriers of dangerous goods have an obligation to train their employees who classify, package or mark, prepare relevant documents, accept or hand over freight, or perform the carriage, loading or unloading of the referred to freight, or who are in some other manner involved in the carriage of dangerous goods.

(2) A consignor and a consignee of dangerous goods, in conformity with the amount of freight, shall have reserves of neutralising agents, devices for pumping and collecting dangerous goods,

and a rescue team for the elimination of the consequences of accidents during carriage of dangerous goods. Upon request of a carrier, the State Fire and Rescue Service or other emergency services, these forces and resources shall be sent to the location of an accident.

(3) Consignors, consignees and carriers of dangerous goods have an obligation:

1) to ensure the registration of dangerous equipment to be used for loading, carriage and unloading of dangerous goods, as well as its use in accordance with laws and regulation regarding technical supervision of dangerous equipment;

2) to ensure that the certification of dangerous equipment to be used for the loading, carriage and unloading of dangerous goods in relevant institutions and their regular technical inspections are conducted;

3) to ensure that dangerous equipment used for the loading, carriage and unloading of dangerous goods are appropriately equipped and labelled.

(4) The Cabinet shall issue regulations regarding carriage of dangerous goods by rail, providing for the following therein:

1) classification of dangerous goods;

2) dangerous goods, carriage of which is acceptable;

3) preparation of wagons and containers for carriage of dangerous goods;

4) the date of drawing up of the consignment note;

5) the procedures by which the provisions for carriage of dangerous goods provided for in international agreements binding to the Republic of Latvia shall be applied to domestic carriage by rail;

6) regulations regarding accepting for carriage and hand over of dangerous goods.

[21 March 2002; 7 May 2009]

Section 50. Safety Advisers

(1) The head of the legal person, which is involved in the loading, carriage or unloading of dangerous goods, shall appoint a safety adviser who is responsible for the conformity with the laws and regulations in the field of the carriage of dangerous goods and controls conformity therewith, as well as is responsible for reducing risks to human life, health, personal property or the environment.

(2) The safety adviser may be the head of the legal person or another employee. The safety adviser shall be specially trained and shall receive a professional qualification certificate in accordance with the procedures laid down in laws and regulations.

(3) The Cabinet shall issue regulations regarding appointing and activities of safety advisers in respect of the carriage of dangerous goods.

Section 51. Obligations of Consignors of Dangerous Goods

A consignor of dangerous goods has an obligation:

1) to hand over for carriage only such freight, the carriage of which is permitted in accordance with laws and regulations and international agreements on carriage of dangerous goods;

2) to classify the dangerous goods;

3) to package and mark the freight in accordance with this Law and the laws and regulations issued on the basis of this Law, as well as international agreements;

4) to prepare information in writing regarding the dangerous goods, which contains instructions to the personnel of the carrier and the consignee, and to hand it over to the carrier;

5) to reimburse for harm caused due to the fault of the consignor to human life, health or the environment, as well as for losses to personal property.

Section 52. Obligations of Carriers of Dangerous Goods

A carrier of dangerous goods has an obligation:

- 1) to ensure that in the course of carriage all the necessary measures are taken to prevent the possibility of dangerous goods escaping from the packaging, container or wagon (tank), thus endangering human life, health, personal property or the environment;
- 2) to suspend the carriage of dangerous goods, if it may endanger human life, health, personal property or the environment;
- 3) to reimburse for harm caused to human life, health or the environment, as well as for losses to personal property;
- 4) to maintain minimum emergency and rescue forces, technical equipment and gear required for the elimination of the consequences of accidents, and minimum reserves of neutralisation agents for the elimination of the consequences of accidents during the carriage of dangerous goods, as well as to ensure the use of the aforementioned resources in elimination of the consequences of an accident;
- 5) to draw up plans for the prevention of accidents and to ensure their implementation, to perform the recording of accidents and an analysis of their causes;
- 6) to provide information to the environmental protection authorities requested by them and, if a leakage of dangerous substances into the environment has occurred, to notify the State Labour Inspectorate and the State Fire and Rescue Service, as well as the respective environment administration regarding the emergency situation without delay.

Section 53. Rights of Carriers of Dangerous Goods

If a carrier, upon taking over goods, was unaware that the goods were dangerous and that they may cause harm to human life, health or the environment, as well as causing losses to personal property, the carrier is entitled:

- 1) to return the dangerous goods, unload them, place them in a warehouse, or, if necessary, organise their destruction or neutralisation without reimbursing the losses caused to the consignor;
- 2) to recover from the consignor reimbursement of expenditure relating to the measures referred to in Clause one of this Paragraph.

Chapter V

Liability for Violation of Mutual Obligations Related to Carriage by Rail

Section 54. Liability of a Carrier for Losses Caused to Passengers

A carrier shall be liable for losses caused as a result of an act (omission) of the carrier during carriage, if a passenger has died or has become crippled or has incurred other damage to health, or the property of passengers has been damaged and the carrier cannot prove that the losses have been caused due to force majeure, with the intention of the injured person himself or herself, or due to his or her gross negligence. A carrier shall be liable for losses caused during boarding and alighting of passengers if the carrier is determined to be at fault.

Section 55. Liability of Passengers for Violation of Passenger Carriage Regulations and for Causing Losses

- (1) A passenger must observe the passenger carriage regulations.
- (2) If a passenger has violated the passenger carriage regulations and has caused losses to the carrier, he or she shall be liable in accordance with the procedures laid down in laws and regulations.

Section 56. Liability for Failure to Keep Luggage and Unaccompanied Luggage Carried Safe

(1) A carrier shall reimburse losses that are caused, if the luggage or unaccompanied luggage is lost, damaged or a shortage in its mass is determined, in the following amounts:

- 1) if the luggage or unaccompanied luggage is lost or a shortage in its mass is determined – the value of the lost or missing luggage or unaccompanied luggage;
- 2) if the luggage or unaccompanied luggage is damaged – in the amount by which the value of the luggage or unaccompanied luggage is reduced;
- 3) if the luggage or unaccompanied luggage which is handed over for carriage with a declared value is lost or a shortage in its mass is determined – in the amount of the declared value or the part of the declared value which conforms to the amount of the actual loss, or if the declared value exceeds the actual value – in the amount of the actual value;
- 4) in international carriage by rail – to cover the customs debts created.

(2) The amount of reimbursement by the carrier for luggage or unaccompanied luggage which is not kept safe may not exceed the losses for totally lost luggage or unaccompanied luggage.

Section 57. Cases when Carriers are not Liable for the Safe-keeping of Luggage or Unaccompanied Luggage

(1) A carrier shall not be liable for loss, shortages, or damage of luggage and unaccompanied luggage, if the reason for it is:

- 1) circumstances which the carrier was unable to prevent and the prevention of which was not dependent on the carrier;
- 2) things (also substances) were handed over for carriage by the sender of the luggage or unaccompanied luggage, the carriage of which is prohibited;
- 3) the natural characteristics of the luggage or unaccompanied luggage;
- 4) lack of conformity of packaging which it was not possible to detect by external inspection upon registration of the luggage or unaccompanied luggage for carriage.

(2) The burden of proof lies on the carrier to show that the failure to keep the luggage and unaccompanied luggage safe was due to the reasons referred to in Paragraph one of this Section.

Section 58. Liability of Carriers for Freight and Accompanying Documents

(1) A carrier shall be liable for the safe-keeping of freight from the time it is registered for carriage until the freight is handed over to the consignee.

(2) A carrier is liable for the safe-keeping of accompanying documents which the consignor has indicated in a consignment note and has appended thereto.

Section 59. Liability for Freight not Kept Safe

(1) If freight has not been kept safe due to the fault of the carrier, the carrier shall reimburse the losses caused in the following amounts:

- 1) for loss of or shortage in freight – the value of the lost or missing freight;
- 2) for damage or spoilage of freight – in the amount by which the value of the freight has decreased;
- 3) for such shortages, loss or damage of freight which has been handed over for carriage with a declared value of freight – in the amount of the declared value of the freight or the part of the declared value of the freight which conforms proportionately to the lost, missing or damaged (destroyed) part of the freight.

(2) Value of freight shall be determined pursuant to a document certifying the value of the freight (an invoice of the seller or a bank document regarding payment for the freight), but a decrease in the value of the freight due to damage or spoilage – on the basis of an expert-examination report.

(3) In addition to that specified in Paragraph one of this Section, a carrier shall reimburse the payment received for carriage of the freight and other payments relating to the carriage in proportion to the amount of the freight lost or damaged, if such payments have not been included in the value of the freight.

(4) The amount of reimbursement by a carrier for freight which is not kept safe may not exceed the losses for freight totally lost.

(5) A carrier is not required to reimburse expenditures and losses that are not related to a carriage contract.

Section 60. Cases where Carriers are not Liable for Failure to Keep Freight Safe

A carrier shall not be liable for failure to keep freight safe (loss, shortages, damage or spoilage) if:

1) the freight has arrived in a wagon (container) which is in good technical condition with undamaged consignor's seals or locking seals;

2) the freight has arrived by open rolling stock which is in good condition without being reloaded en route and its labelling or fastenings are not damaged, or there are no other signs which provide evidence of the failure to keep the freight safe during carriage;

3) the freight has been carried accompanied by a consignor's or consignee's escort;

4) the failure to keep the freight safe was due to the natural characteristics of the freight which are related to the carriage of the freight by open rolling stock, or due to such particular natural characteristics of the freight regarding which the consignor has not informed the carrier prior to registration of the freight for carriage;

5) the freight shortage does not exceed the norms for natural loss and the maximum permissible differences when determining the net mass of the freight;

6) the failure to keep the freight safe has occurred with freight which the consignor has not indicated in the consignment note;

7) the failure to keep the freight safe has occurred due to incorrect, inaccurate or incomplete information recorded in the consignor's consignment note;

8) the freight has been handed over for carriage with a humidity index exceeding the specified standard;

9) the consignor has consigned products of poor quality (unsorted, infected, etc.), if this has been proved by an expert opinion and the freight has arrived at the destination without exceeding the time period for delivery of the freight;

10) the freight is damaged due to the incorrect selection of rolling stock by the consignor or due to the incorrect selection of carriage regimen;

11) the failure to keep the freight safe is due to force majeure;

12) the consignor has loaded the freight into an uncleaned or unprepared wagon or container;

13) the failure to keep the freight safe is due the lack of a container or packaging, or containers or packaging have been used which do not conform to the characteristics of the freight or specified standards;

14) the freight which is not intended for carriage by open rolling stock has been carried by open rolling stock at the request of the consignor.

Section 61. Late Delivery

(1) A carrier shall pay contractual penalties to a consignee for late delivery of freight which has occurred due to the fault of the carrier in the case of a claim in the following amounts:

- 1) 10 per cent of the charge for carriage for a delay of one day;
- 2) 15 per cent of the charge for carriage for a delay of two days;
- 3) 20 per cent of the charge for carriage for a delay of three days;
- 4) 25 per cent of the charge for carriage for a delay of four days;
- 5) 30 per cent of the charge for carriage for a delay of five and more days.

(2) If the freight has been totally lost and the loss is reimbursed in the amount of its value in full, the contractual penalty regarding late delivery need not be paid.

(3) If there is a partial shortage of freight, the deliverer shall pay the contractual penalty for late delivery proportionately to the delivered part of the freight.

(4) A carrier shall pay the contractual penalty for delay in the delivery of empty private wagons or leased wagons in accordance with the provisions of Paragraphs one and two of this Section.

Section 62. Loss of Freight, Private Wagon or Private Container

(1) A consignor or a consignee has the right to consider freight, a private wagon or a private container as lost and to claim reimbursement for its loss if the freight has not been handed over to the consignee upon request of the consignee within 30 days after expiry of the time period for the delivery of the freight, but for a private wagon or a private container – within three months.

(2) If the freight, private wagon or private container has arrived after expiry of the aforementioned time periods, a consignee shall accept the freight, private wagon or private container and reimburse the amount paid to it by the carrier for the loss of the freight, private wagon or private container.

Section 63. Reimbursement of Losses with respect to Private Wagons or Private Containers

If a private wagon or a private container is lost, a carrier, in co-ordination with its owner, shall transfer to the owner a wagon or a container of an equivalent value, or shall reimburse for losses in the amount of the residual value of the wagon or container, but, in the case of damage to a private wagon or a private container or parts thereof, in the amount of the actual loss occasioned but not more than the reimbursement as would be paid if the private wagon or the private container were lost.

Section 64. Liability for Failure to Clean a Wagon

(1) A penalty payment for failure to clean a wagon after the unloading of freight shall be paid by a consignee to a carrier in the amount of expenditure for the cleaning of the wagon.

(2) Notwithstanding payment of the penalty payment:

- 1) the carrier may return the uncleaned wagon from the place it is found to the consignee for cleaning and recover from the consignee the expenses relating to the sending of the wagon;
- 2) the carrier may clean the wagon and recover from the consignee the expenses relating to the cleaning of the wagon.

Section 65. Liability for Violation of the Load Capacity of Wagons or Containers

(1) If a consignor has loaded a wagon or a container in excess of its load capacity, the consignor shall pay a penalty payment to the carrier five times the amount of the carriage charge for the relevant wagon, container or small consignment.

(2) Notwithstanding payment of the penalty payment, the consignor shall reimburse the consignee for all expenses relating to reloading or unloading of that part of the freight, which exceeds the load capacity of the wagon or container.

Section 66. Liability of Consignors and Consignees

A consignor or a consignee shall be liable for losses which due to their fault have been caused to the carrier and third parties, and shall reimburse all the expenditures related to such.

Section 67. Liability after Arrival of Freight at the Station of Destination

After arrival of freight at the station of destination, the consignee, but if the freight is addressed to a consignee who is not at the station of destination – the consignor, shall be liable for fulfilling the obligations of the consignee and the consignor in accordance with the carriage contract and this Law.

Chapter VI Claims and Actions

Section 68. Submitting a Claim

(1) It is mandatory, prior to an action being brought in court with respect to breach of the obligations of carriage by rail, to submit a claim in writing to the carrier, except with respect to actions pertaining to the liability of carriers as indicated in Section 54 of this Law.

(2) Claims to the carrier may be submitted by:

1) a person presenting a luggage receipt – in cases of loss, shortages, damage, spoilage or late delivery of luggage or unaccompanied luggage;

2) a passenger or a legal person – in order to receive back the payment for carriage of a ticket not used;

3) a consignee or a consignor – in case of total loss of freight;

4) a consignee – in cases of shortages, damage, spoilage or late delivery of freight, as well as when the freight is not handed over for unloading;

5) a consignor – in all other cases;

6) an owner of a wagon (container) – in cases of loss or damage to a private wagon (a private container) or parts thereof.

(3) The right to submit a claim shall arise:

1) from the day of the hand-over of freight or luggage – with respect to claims for shortages or damage or late delivery of the freight or luggage;

2) after ten days have elapsed since the expiry of the time period for delivery of the luggage – regarding reimbursement payments in the case when luggage is lost;

3) after 30 days have elapsed since the expiry of the time period for delivery of the freight – regarding reimbursement payments in the case when the freight is lost;

4) after three months have elapsed since expiry of the time period for delivery of a private wagon or a private container – regarding loss of the private wagon or the private container;

5) from the date of the event which was the basis for the submission of a claim – in all the other cases.

Section 69. Documents Confirming the Basis of Liability

Circumstances which may be a basis for the liability of a carrier, a consignor, a consignee or a passenger with respect to carriage by rail shall be confirmed by a commercial statement or by general form statement.

Section 70. Documents Accompanying a Claim

An application for a claim shall be accompanied by the originals of documents issued to the consignor or the consignee by the carrier and other documents on which the claim is based.

Section 71. A Commercial Statement and a General Form Statement

(1) A carrier shall prepare a commercial statement, if it is requested by a consignee (if the carrier has participated in the delivery of the freight), a consignee of luggage or unaccompanied luggage or if a carrier determines:

1) that the name, mass or number of pieces of the freight, luggage or unaccompanied luggage do not conform to the data indicated on the consignment note or the luggage and unaccompanied luggage receipt;

2) that there is damage to the freight, luggage or unaccompanied luggage;

3) the fact that freight, luggage or unaccompanied luggage is found without documents or documents are found without freight, luggage or unaccompanied luggage;

4) that there is an empty private wagon, private container, leased wagon or container without documents, or that there are documents without such wagon or container;

5) the fact that the carrier has been given stolen or found freight, luggage or unaccompanied luggage;

6) the fact that the carrier has not handed over the freight to the consignee within a twenty-four hour period after completing the documents for delivery of the freight. In such case, a carrier's statement shall be prepared only at the request of the consignee.

(2) For confirmation of other circumstances, a carrier shall prepare a general form statement.

(3) The Cabinet shall issue regulations on the procedures for the preparation of a carrier's statement and a general form statement.

Section 72. Examination of Claims

(1) A carrier shall examine the submitted claim and shall notify the applicant for the claim regarding satisfaction or rejection of such within the following time periods from the date of receipt of the claim:

1) within one month – with respect to claims for payments and penalty payments;

2) within two months – in all other cases.

(2) If the carrier satisfies a claim only partially or rejects it, the carrier shall indicate to the applicant for the claim the basis for taking such decision and shall return the documents accompanying the claim.

Section 73. The Right to Bring an Action

(1) The following have the right to bring an action in court:

1) passengers, their lawful representatives and heirs – in cases specified in Section 54 of this Law;

2) the persons referred to in Section 68, Paragraph two of this Law who have submitted the claim – in all the other cases.

(2) An action may be brought in court against a carrier if the carrier refuses to satisfy the claim in full or in part, or if a reply to the claim has not been received from the carrier within the time periods specified in Section 72 of this Law.

Section 74. Time Periods for Bringing an Action

(1) An action, which arises from Section 54 of this Law, shall be brought in court within two years from the day of the event, which was the basis for the bringing of the action.

(2) Actions for late delivery, penalty payments and other payments shall be brought in court within two months – other claims, within nine months from day of the arising of the right to submit a claim (in accordance with Section 68, Paragraph three of this Law).

Section 75. Suspension of the Running of the Limitation Period for an Action

(1) The submission of a written claim to a carrier shall suspend the running of the limitation period for an action which is specified in Section 74 of this Law.

(2) The running of the limitation period shall resume from the day when the carrier has informed the applicant of the claim with respect to the full or partial rejection of the claim. If the claim has been left without an answer, the running of the limitation period shall resume from day of the expiry of the time period indicated in Section 72, Paragraph one of this Law.

(3) A repeated submission of a claim which contains previously submitted claims shall not suspend the running of the limitation period.

Transitional Provisions

[21 March 2002]

1. The Cabinet shall issue the technical regulations of loading and fixing of rail freight referred to in Section 30, Paragraph six of this Law and the regulations regarding carriage of dangerous goods by rail referred to in Section 49, Paragraph four of this Law by 1 January 2003.

2. The Cabinet shall issue regulations regarding opening, amending or closing of passenger carriage routes and the procedures for approving passenger train timetables referred to in Section 11, Paragraph one of this Law by 1 October 2002.

3. The Cabinet shall issue the regulations regarding carriage of military persons and military goods by rail referred to in Section 5.¹ of this Law by 31 December 2009.

[7 May 2009]

4. The new wording of the title of Section 10 of this Law, amendments to the title of Section 11 and the new wording of Paragraph one, amendments to Section 18, Paragraph one and deletion of Paragraph one, as well as amendments to Section 20, Paragraph four shall become effective on 1 January 2008.

[14 June 2007; 7 May 2009]

5. Amendments to Section 4, Paragraph two and Section 4.¹, Paragraph two of this Law regarding replacement of the numbers and words “3 December 2014” with the numbers and words “3 December 2019” shall come into force on 4 December 2014.

[30 October 2014]

This Law has been adopted by the Saeima on 21 December 2000.

President

V. Vīķe-Freiberga

Rīga, 5 January 2000