



## **Geneva Collision Convention of 1960**

Relevance and Need for Update?

**Dr. Olaf Hartenstein**

ARNECKE SIBETH DABELSTEIN, Hamburg



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# The Geneva Convention of 15 March 1960 relating to the Unification of Certain Rules concerning Collisions in Inland Navigation

- I. Introduction
- II. Scope of Application
- III. Contents of the convention
- IV. Need for an update?



# I. Introduction

## 1. Influence by Maritime Law

- in maritime law, created upon the initiative of the CMI:  
**Convention for the Unification of Certain Rules of Law with respect to Collisions between Vessels**  
Brussels, 23 September 1910
- widespread, today almost 50 member States
- In Germany, it is in force since 1913 (transposed into HGB).
- A similar convention was then made for inland navigation by the United Nations Economic Commission for Europe (UNECE):
- The structure of the 1960 Geneva convention for inland navigation is quite similar to the structure of the maritime convention.



# I. Introduction

## 2. Member States

13 Member states

entry into force

<b>France</b>	}	13.9.1966
<b>Netherlands</b>		
<b>Austria</b>		
<b>Soviet Union/Russian Federation</b>		
<b>Yugoslavia/Serbia/Montenegro</b>		
<b>Rumania</b>	}	between 1969 and 1973
<b>Switzerland</b>		
<b>Poland</b>		
<b>Germany</b> (copied in BinSchG – problem...)		
<b>Hungary</b>		
<b>Kasakhstan</b>		2003
<b>Belarus</b>		2006



# I. Introduction

## 3. Languages

Art 19 :

- There is only one original: in French and Russian.
- An English and German translation are enclosed.
- A State may declare which of these four versions it accepts as binding. (o.k....)
  - That version becomes binding vis-à-vis all states who chose the same version. (!?!?)
  - Vis-à-vis the other states, the French and Russian version become binding. (!?!?)



## II. Scope of Application

### 1. Geographical

1. Art. 1: ... damage caused **in the waters of one of the Contracting Parties** ...
2. German approach:
  - transposition into domestic law
  - i.e. also if elsewhere, as long as German law is applicable under the European Rome II Regulation.
  - If two vessels of the same non-member state collide in German waters → problem because of Rome II ?



## II. Scope of Application

### 2. For inland navigation vessels

1. Art. 1: "This Convention shall govern ... damage caused **by ... vessels of inland navigation ... to other vessels of inland navigation ...**"
  - *sea going vessels* collide with each other or with inland navigation vessels (also in inland waters!) → maritime law
  - *inland navigation vessels* collide (also at sea!) → inland navigation law
2. Not unified: the definitions of "inland navigation vessel" and "seagoing vessel".  
doctrine and courts:
  - Where is the vessel supposed to be used?
  - If both: Where is it usually used?
  - If still unclear: where was the collision...?



## II. Scope of Application

### 3. For collision of vessels – and damage without collision

Art. 1:

1. This Convention shall govern compensation for **damage caused by a collision** between vessels of inland navigation ...
2. This Convention shall also govern compensation for any **damage caused by a vessel** of inland navigation ... **through the carrying out of or failure to carry out a manoeuvre, or through failure to comply with regulations, even if no collision has taken place.**





## II. Scope of Application

### 4. For damage to Vessels and/or Persons and/or goods on board

Art. 1:

“... compensation for any **damage ... either to other vessels of inland navigation or to persons or objects on board such other vessels...**”

→ Damage to anything outside the vessel(s) is not covered by the convention!



# III. Contents of the Convention

## 1. Liability for “Fault of a Vessel”

### Article 2

- The duty to compensate for damage shall arise only “**if the damage is due to a fault**”.
- Expressly no liability if damage “accidental” or “due to force majeure” or causes cannot be determined.
- There shall be **no legal presumption** of fault.

### Article 3

- Where the damage was caused “**by the fault of one vessel**” (“**Verschulden ... eines Schiffes**” / “**la faute d’un .. bateau**”), such vessel is liable.

### Article 4

- Where two or more vessels caused the damage by their fault, they are **jointly and severally (in solidum)** liable for damage to persons (on all vessels) and for damage to the vessels that did not commit a fault as well as to the goods on such vessels.
- But they are liable **pro rata** for the other (also culpable) vessels and goods on board such vessels.



# III. Contents of the Convention

## 1. Liability for “Fault of a Vessel”

### Vessel A

Damage: 100.000

Fault: 25 %

Persons

Damage: EUR 2.000.000

### Vessel B

Damage: EUR 8.000.000

Fault: 75 %

Persons

Damage: EUR 1.000.000

### Vessel C

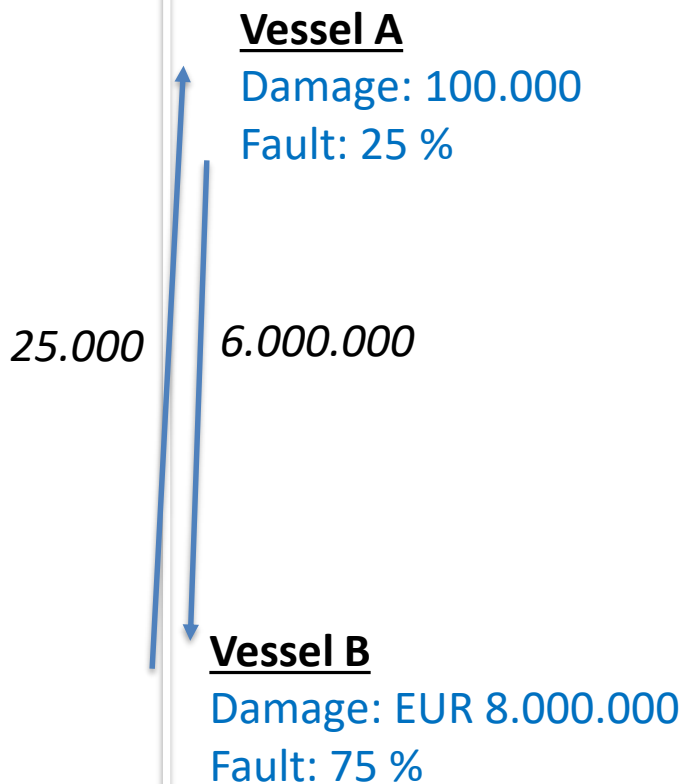
Damage: EUR 2.000.000

Fault: none



# III. Contents of the Convention

## 1. Liability for “Fault of a Vessel”



**Vessel C**  
Damage: EUR 2.000.000  
Fault: none



### III. Contents of the Convention

#### 1. Liability for “Fault of a Vessel”

**Vessel A**

Damage: 100.000

Fault: 25 %

2.000.000

Persons

Damage: EUR 2.000.000

**Vessel B**

Damage: EUR 8.000.000

Fault: 75 %

Persons

Damage: EUR 1.000.000

**Vessel C**

Damage: EUR 2.000.000

Fault: none



# III. Contents of the Convention

## 1. Liability for “Fault of a Vessel”

### Vessel A

Damage: 100.000

Fault: 25 %

1.000.000

1.000.000

Persons

Damage: EUR 1.000.000

### Vessel C

Damage: EUR 2.000.000

Fault: none

### Vessel B

Damage: EUR 8.000.000

Fault: 75 %



# III. Contents of the Convention

## 1. Liability for “Fault of a Vessel”

### Vessel A

Damage: 100.000

Fault: 25 %

2.000.000 !

### Vessel C

Damage: EUR 2.000.000

Fault: none

2.000.000 !

### Vessel B

Damage: EUR 8.000.000

Fault: 75 %



# III. Contents of the Convention

## 1. Liability for “Fault of a Vessel”

### 1. What is “fault”?

- The term “fault” is not defined in the convention.
- Does that refer us to domestic law or can an autonomous definition be found?
- German understanding: negligence (or intent), not only cause

### 2. How can a vessel commit a “fault”?

- In the convention it literally says “ “fault of one vessel” / “faults committed by two or more vessels”.
- That *could* be understood as fault of the vessel’s crew – or as fault only of the vessel owner... (only pilots are mentioned)
- Under German law: clearly enacted as fault of the vessel’s crew





# III. Contents of the Convention

## 2. Liability “of a Vessel”

In case of “fault of a vessel”: Who is liable?

- the “vessel” itself?
  - the crew ?
  - the owner of the vessel?
- That is not defined in the convention !
- Under German law (BinSchG) the rules of the convention determine the liability of the vessel owner as well as the crew



# III. Contents of the Convention

## 3. Prescription

Art. 7 :

“Actions for compensation for damage must be brought within **two years** from the date of the occurrence.”



## III. Contents of the Convention

### 4. Limitation

Art. 8:

“Nothing in the provisions of this Convention shall be deemed to affect general limitations of the liability...”

“... under international conventions or national law...”



# IV. Need for an Update?

## 1. Generally fully functional

What is the secret of its success?

- rather short convention (only 20 articles)
- rather narrow scope of application (only damage by collision or manoeuvre; only damage to vessels or person/goods onboard)
- rather simple “basic rules”, not going into “details”



## IV. Need for an Update?

### 2. Technical Developments

Can the convention “survive” if automatisa-  
tion leads to the use of “**unmanned vessels**”?

difference between

- unmanned vessels controlled by navigators on land
- really autonomous vessels

a. Are unmanned vessels still “vessels” in the meaning of the convention?

- no definition in the convention
- no reason to exclude them



## IV. Need for an Update?

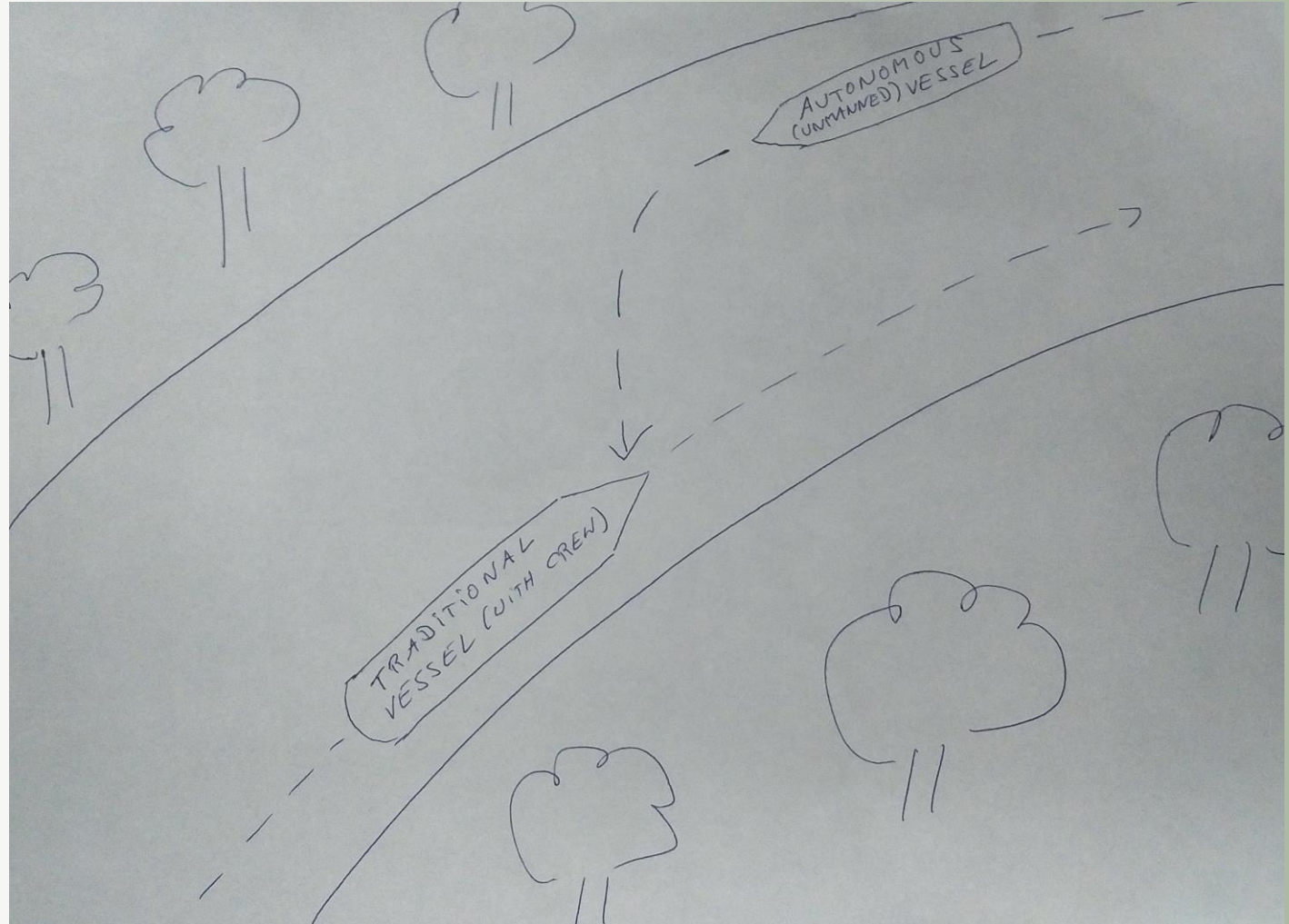
### 2. Technical Developments

- b. Is it a “fault of a vessel” if land navigators commit a fault?
  - no definition in the convention
  - no reason to exclude that (problem: BinSchG)
- c. Is it a “fault of a vessel” if the computer takes the wrong decision or the internet connection breaks down?
  - Difficult! Possibly amendment necessary.



# IV. Need for an Update?

## 2. Technical Developments





## IV. Need for an Update?

### 2. Technical Developments

- Can it be a “fault of the vessel” / “Verschulden des Schiffs” / “faute du bateau” in the sense of this convention if the computer takes the wrong decision or the internet connection breaks down?
- Under the German BinSchG: problem
- But under the convention?





## IV. Need for an Update?

### 3. Mecanism for an update

Art. 17 :

Every member State may request the Secretary General of the U.N. to call for a conference of revision of the convention.

The S.G. will let all member states know – and will then call for such a conference if 25 % of the member States agree.

→ Currently that would need to be four of the 13 member states.



# Thank you !

Dr. Olaf Hartenstein  
LL.M. (Assas), D.E.A. (Sorbonne), Rechtsanwalt, Partner



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ARNECKE SIBETH DABELSTEIN

Große Elbstraße 36 | 22767 Hamburg

T +49 40 317797-27

F +49 40 317797-77

M +49 162 7245787

[o.hartenstein@asd-law.com](mailto:o.hartenstein@asd-law.com)

[www.asd-law.com](http://www.asd-law.com)

