

INTERNATIONAL CONTRACTS FOR CARRIAGE OF GOODS

WHAT TO TAKE INTO ACCOUNT IN
SPAIN

EVOLUTION OF SPANISH LAW

- Carriage of goods was never a priority for the Spanish Legislator until November 19 2002
- Thereafter, it did.
- Today, Spain is the first country to ratify Rotterdam Rules, has a new maritime Law and a new Law for the land carriage of goods



Law 15 /2009 of November 11 on the land carriage of goods.

Article 9: if the duty to transport is bargained into in the frame of a broader logistical operation, (only) the transport related obligations and liabilities are governed by this law.

Law 15 /2009 of November 11 on the land carriage of goods.

Article 62: allows for breaking of liability limits in cases of “conscious and willful infraction of an assumed duty if such infraction is the proximate cause of the damage. So there is no longer an intentional element as to the damage itself.

Law 9/2013 of July 4 modifying Law 16/1987 of July 30 on the regulation of land carriage (LOTT)

Additional amendment number 6: Actual carrier may claim freight from shipper and any other preceding subcontracted parties up the transportation chain

Law 9/2013 of July 4 modifying Law 16/1987 of July 30 on the regulation of land carriage (LOTT)

Article 38: Implied arbitration clause for cases under 15.000 Euros

Law 14/2014 on Marine Navigation

Article 468: Without prejudice to the terms foreseen in the international conventions in force in Spain and the provisions of the European Union, clauses of submission to a foreign jurisdiction or arbitration abroad shall be **NULL AND VOID** and considered not to be included as set forth in contracts for use of the ship, or in ancillary navigation contracts, **when they have not been negotiated individually and separately.**

In particular, insertion of a jurisdiction or arbitration clause in the printed conditions of any of the contracts referred to in the preceding paragraph shall not provide evidence in itself, of fulfilment of the requisites established therein.

FINAL CHECKLIST

- LAND CARRIAGE OF GOODS:
 - Opting out arbitration in cases under 15.000?
 - Extending Liability regime to other activities surrounding transport?
 - Forbidding to subcontract actual carriage?

FINAL CHECKLIST

- CARRIAGE OF GOODS BY SEA:
 - Has an foreign jurisdiction or arbitration clause been individually and separately bargained for?

GRAZIE!!