

## The Multimodal Transport Act, B.E. 2548 (2005)

Translation

BHUMIBOL ADULYADEJ, REX.

Given on the 11<sup>th</sup> Day of July B.E. 2548;

Being the 60<sup>th</sup> Year of the Present Reign.

His Majesty King Bhumibhol Adulyadej has been graciously pleased to proclaim that:

Whereas it is expedient to have a law for multimodal transport,

This Act contains certain provisions restricting the right and freedom of a person which, according to Section 29 in conjunction with Section 35, Section 48 and Section 50 of the Constitution of the Kingdom of Thailand, may be enforced by virtue of law.

BE IT THEREFORE ENACTED BY THE KING, by and with the advice and consent of the Parliament, as follows:

### Section 1

This Act shall be called "The Multimodal Transport Act, B.E. 2548 (2005)"

### Section 2

This Act shall come into force after the expiration of ninety days from the date of its publication in the Royal Government Gazette.

### Section 3

All laws, rules and other regulations which are already prescribed in this Act or which conflict or are inconsistent with the provisions of this Act shall be superseded and this Act shall instead be applied.

### Section 4

In this Act;

"Multimodal transport" means the carriage of goods by at least two different modes of transport under one multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery situated in another country.

The operations of pick-up and delivery of goods as specified in a multimodal transport contract shall not be considered as multimodal transport.

"Multimodal transport operator" means any person who, on his own behalf or through another person acting on his behalf, concludes a multimodal transport contract and who acts as a principal and assumes responsibility for the performance of the transport in accordance with the contract, but shall not include a person who acts as an agent of or on behalf of the consignor or the carriers participating in the said multimodal transport operations.

"Registered multimodal transport operator" means the multimodal transport operator who has been registered in accordance with Section 41 or Section 48 or has been entered into official record under Section 45.

"Carrier" means the person who performs or undertakes to perform the carriage or part thereof, whether or not he is identical with the multimodal transport operator or not.

"Consignor" means the person who concludes a multimodal transport contract with the multimodal transport operator.

"Consignee" means the person entitled to receive the goods from the multimodal transport operator as specified in the multimodal transport bill of lading.

"Multimodal transport bill of lading" means a document issued by a multimodal transport operator to the consignor as evidence of a multimodal transport contract with the essentials showing that the multimodal transport operator has taken in charge the goods specified in the multimodal transport bill of lading and that the multimodal transport operator undertakes to deliver the said goods to the consignee or the person entitled to receive them in accordance with Section 22.

"Taken in charge" means that the multimodal transport operator has accepted the goods for carriage according to the multimodal transport contract.

"Delivery" means that the multimodal transport operator has performed any one of the following acts:

- (a) the handing over of the goods to the consignee;
- (b) the placing of the goods at the disposal of the consignee in accordance with the multimodal transport contract or law or customs of the trade applicable at the place of delivery ; or
- (c) the handing over of the goods to an officer or any person to whom, by law or rule which is applicable to the place of delivery, the multimodal transport operator must hand over the goods.

"Special Drawing Right" means the special drawing right as defined in the law on authorization and establishment of certain procedures relating to special drawing right in the International Monetary Fund.

"Goods" means movable property, live animals as well as articles of transport not supplied by the multimodal transport operator, irrespective of whether such property is to be or is carried on or under deck.

"Articles of transport" means a container, a pallet or other similar thing which is used to contain or to support or used to combine together several shipping units, or any kind of containing articles which have the same characteristics for the purpose of multimodal transport.

"Shipping unit" means any unit of goods carried which is counted as one unit and each unit can separately be carried, such as a sack, a piece, a tank, a container, a role, a crate, a bale, a bundle, a package or any other unit called otherwise.

"In writing" includes telegram, telex, facsimile or any other means which prints, records, repeats or transmits messages by mechanical, electronic or any other kind of instrument or apparatus intended for such purposes.

"Registration certificate" means a registration certificate of a multimodal transport operator as well as certificate of entry into official record or certificate of agent appointment under this Act.

"Registrar" means the Director-General of the Marine Department or the competent officials authorized by the Director-General of the Marine Department to perform duty as Registrar.

"Competent Official" means the government official of Office of the Maritime Department appointed by the Registrar to perform the duty under this Act.

"Minister" means the Minister in charge of this Act.

## **Section 5**

The parties to a single contract of carriage of goods in the Kingdom which involves at least two different modes of transport may agree in writing that the contract shall be subject to provisions in Chapter 1, Multimodal Transport Contract, of this Act.

## **Section 6**

The Minister of Transport shall be in charge of this Act and be empowered to issue Ministerial Regulations to prescribe fees not exceeding the rate provided in the Schedule

attached to this Act as well as to prescribe other business to be performed in accordance with this Act.

Such Ministerial Regulations shall become effective upon their publication in the Government Gazette.

## **Chapter 1**

### **Multimodal Transport Contract**

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#### **Part 1**

#### **General Provisions**

#### **Section 7**

A multimodal transport contract is the contract whereby the consignor agrees to have the multimodal transport operator perform or procure the performance of the multimodal transport and the consignor agrees to pay freight to him.

#### **Section 8**

Any stipulation in a multimodal transport contract which has the purpose or which results, whether directly or implicitly, in exonerating the duty or liability of the multimodal transport operator or which is prejudicial to the right of the consignor or consignee under the provisions of this Act shall be void.

The void stipulation under paragraph one shall not affect the validity of other stipulations in the contract and it shall be deemed the intention of the parties to separate the said other stipulations from the void stipulation under paragraph one.

The provisions in this Section do not deprive the parties of the right to enter an agreement imposing duty and liability of the multimodal transport operator greater than those provided in this Chapter.

#### **Section 9**

The provisions in this Chapter shall not affect the right and duty pertaining to general average adjustment as stipulated in the contract of multimodal transport or the law concerning such matter.

#### **Section 10**

In executing a multimodal transport contract, the multimodal transport operator shall issue a multimodal transport bill of lading to the consignor when the goods are taken in his charge.

A multimodal transport bill of lading may be negotiable or non-negotiable depending on the option of the consignor.

A multimodal transport bill of lading shall be signed by the multimodal transport operator or person authorized by him.

The signature under paragraph three shall include signature appearing in facsimile, perforation, stamp, symbol, or signature made by mechanical or electronic means or by any other means in accordance with the provisions of the law concerned.

#### **Section 11**

A multimodal transport bill of lading shall contain the following particulars:

- (1) The general nature of the goods, the marks necessary for the identification of the goods, statement informing the dangerous nature, perishable nature of the goods, if required, and the quantity of shipping unit, gross weight of the goods or their quantity otherwise as notified or furnished by the consignor;

- (2) The apparent condition of the goods;
- (3) The name and principal place of business of the multimodal transport operator;
- (4) The name of the consignor;
- (5) The name of consignee, if named by the consignor;
- (6) The place and date of taking in charge of the goods by the multimodal transport operator;
- (7) The place of delivery of the goods;
- (8) The date or period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties;
- (9) A statement indicating whether the multimodal transport bill of lading is negotiable or non-negotiable;
- (10) The place and date of issue of the multimodal transport bill of lading;
- (11) The signature of the multimodal transport operator or person authorized by him;
- (12) The freight to the extent payable by the consignee which includes the currency payable or freight for each mode of transport or statement indicating that freight is payable by the consignee as agreed by the parties;
- (13) The intended route of transport, modes of transport and places of transshipment if known at the time the multimodal transport bill of lading is issued;
- (14) Any other particulars which the parties may agree to insert in the multimodal transport bill of lading.

Any multimodal transport bill of lading issued by the multimodal transport operator which does not contain all the particulars specified in paragraph one of this Section still has legal status as a multimodal transport bill of lading if it meets the character of the multimodal transport bill of lading as provided in Section 4.

#### **Section 12**

Where a multimodal transport bill of lading does not contain any reservation expressing the inaccuracy of any particulars, grounds of suspicion or circumstances in which the accuracy cannot be ascertained, as the case may be, or the multimodal transport bill of lading does not expressly contain the statement such as "shipper's weight, load and count", "shipper-packed container" or a similar expression, it shall be prima facie evidence that the goods have been taken in charge by the multimodal transport operator in the condition described in the multimodal transport bill of lading.

#### **Section 13**

If no reservation under Section 12 has been inserted in the multimodal transport bill of lading and if the said multimodal transport bill of lading or electronic data of the multimodal transport bill of lading has been transferred or transmitted to the consignee or third party who in good faith has acknowledged and relied on the information of the said multimodal transport bill of lading, proof to the contrary is not admissible.

#### **Section 14**

Where a multimodal transport bill of lading has been issued, the relationship between the multimodal transport operator and the consignee in all matters relating to carriage of goods as described in the multimodal transport bill of lading shall be governed by the terms of the multimodal transport bill of lading.

#### **Section 15**

All provisions in respect of a bill of lading in the law concerning Carriage of Goods by Sea shall apply mutatis mutandis to the multimodal transport bill of lading.

## **Part 2**

### **Duty and Liability of the Consignor**

#### **Section 16**

When the goods are taken in charge by the multimodal transport operator from the consignor or other person acting on behalf of the consignor, the consignor shall be deemed to have guaranteed to the multimodal transport operator the accuracy of all particulars relating to the general nature of the goods, their marks, numbers, weight, volume, quantity and the dangerous character of the goods as notified or furnished by him for insertion in the multimodal transport bill of lading.

If there is any damage resulting from inaccuracy of the particulars referred to in paragraph one notified or furnished by the consignor to the multimodal transport operator for insertion in the multimodal transport bill of lading, notwithstanding that he has transferred the multimodal transport bill of lading to a third party, the consignor shall be liable to compensate the multimodal transport operator. However, the multimodal transport operator shall remain liable to the third person under the multimodal transport contract.

#### **Section 17**

The consignor shall mark or label dangerous goods in accordance with international conventions or any relevant legislation or regulations.

#### **Section 18**

When the consignor hands over dangerous goods to the multimodal transport operator or any person acting on his behalf, the consignor shall inform him of the dangerous character of the goods and the precautions to be taken, if any. If the consignor fails to do so and the multimodal transport operator does not otherwise have knowledge of the same, the right and duty of the consignor and the multimodal transport operator shall be as follows:

- (1) The consignor shall be liable to the multimodal transport operator for all losses or expenses incurred or resulting from the shipment of such goods;
- (2) The multimodal transport operator or any person acting on his behalf may at any time unload the goods from the transport vehicle, destroy or render such goods innocuous, as the circumstances may require, without payment of compensation.

The provisions of paragraph one shall not apply to any person with knowledge of the dangerous character of the goods carried at the time he has taken such goods in his charge.

#### **Section 19**

Even where the consignor has complied with Section 18, if it later appears that the goods are dangerous or become an actual danger to life or property or will clearly become dangerous, the multimodal transport operator or any person acting on his behalf may unload, destroy, or render such goods innocuous, as the circumstances may require, without payment of compensation, but the multimodal transport operator is still liable for general average on his part or where he is liable under Section 20.

## **Part 3**

### **Duty and Liability of the Multimodal Transport Operator**

#### **Section 20**

Subject to Section 27, the multimodal transport operator shall be liable for loss resulting from loss of, damage to, or delay in delivery of the goods if the cause of such loss, damage

or delay in delivery has occurred from the time the multimodal transport operator has taken the goods in charge to the time of delivery of the goods, unless the multimodal transport operator proves that he, his servants or agents or any other person whose services he makes use for the performance of the multimodal transport contract have taken all measures that could reasonably be required to avoid the occurrence of such loss, damage or delay in delivery including the consequences thereof.

The multimodal transport operator shall not be liable for any loss resulting from delay in delivery unless the consignor has notified the multimodal transport operator before the goods are taken in his charge that in case of delay in delivery, the multimodal transport operator shall be held liable for the loss which may occur and the multimodal transport operator has, before the goods are taken in his charge, agreed to be liable for such loss.

### **Section 21**

Delay in delivery occurs:

- (1) when the multimodal transport operator does not deliver the goods within the time expressly agreed upon;
- (2) when, in the absence of such agreement, the multimodal transport operator has not delivered the goods within the time which it would be reasonably required of him, having regard to the circumstances of the case.

### **Section 22**

The multimodal transport operator shall undertake to deliver goods as follows:

- (1) If the multimodal transport bill of lading is issued in negotiable form made out to bearer, the multimodal transport operator shall deliver the goods to the person who surrenders any one of the original multimodal transport bills of lading to him.
- (2) If the multimodal transport bill of lading is issued in negotiable form made out to order, the multimodal transport operator shall deliver the goods to the person who surrenders any one of the duly endorsed original multimodal transport bills of lading to him.
- (3) If the multimodal transport bill of lading is issued in negotiable form made out to a named person, the multimodal transport operator shall deliver the goods to the person named in the multimodal transport bill of lading upon proof of his identity and any one of the original multimodal transport bills of lading has been surrendered to him by the said person. But if the multimodal transport bill of lading has been transferred in the form of to order multimodal transport bill of lading or by way of blank endorsement, the provisions of (2) shall apply.
- (4) If the multimodal transport bill of lading is issued in non-negotiable form, the multimodal transport operator shall deliver the goods to the person whose name appears in the multimodal transport bill of lading as the consignee upon proof of his identity.

Where there is no document issued to the consignor, the multimodal transport operator shall deliver the goods to the person as instructed by the consignor or by a person who has acquired the consignor's or the consignee's rights under the multimodal transport contract.

### **Section 23**

Where the consignee cannot be found, or the consignee refuses to receive the goods, the multimodal transport operator shall immediately notify the consignor and ask for his instruction.

If there are circumstances preventing the multimodal transport operator from immediately notifying the consignor, or from obtaining an instruction from the consignor or the consignor fails to send the instruction within reasonable time, or the sent instruction is impracticable, if the goods have been released from the custody of the customs under the

customs law, the multimodal transport operator shall be entitled to sell, destroy or otherwise dispose of them as appropriate and necessary.

When the goods have been disposed of under paragraph two, the multimodal transport operator shall notify the consignor without delay unless he is unable to do so. If the multimodal transport operator fails to notify the consignor, the multimodal transport operator shall be liable for the loss incurred.

Where the goods have been disposed of under paragraph two, the multimodal transport operator shall be entitled to deduct the proceeds for freight, accessories of freight and expenditure incurred from such disposal. If there is a surplus, such surplus shall be delivered without delay to the person who is entitled to it. If the surplus cannot be delivered, it shall be deposited with the Depository Office, but the consignor shall be liable for the deficit in the event of a shortfall.

Where the goods have been disposed of under paragraph two without proceeds derived, the multimodal transport operator shall be entitled to claim against the consignor for the expenditure incurred from the disposal.

#### **Section 24**

If it appears at the time the consignee has received the goods that the goods are partially lost or damaged and if the consignee has not made any protest in writing to the multimodal transport operator against the loss or the damage of the goods received, it shall be presumed that the multimodal transport operator has delivered the goods in accordance with the particulars specified in the multimodal transport bill of lading.

Where loss or damage is not apparent, the consignee shall be entitled to protest in writing within six days from the date of receipt of the goods.

#### **Section 25**

The multimodal transport operator shall be liable for damage resulting from the acts or omissions of his servants or agents or any other person of whose services he makes use for the performance of the contract, including the acts of such other person's servants and agents performed within the scope of his employment or authority as agents or within the scope of business for which he makes use of the services.

#### **Section 26**

Where the goods have not been delivered within the time agreed or the time within which delivery should have been made, as the circumstances may be, the person having the right to receive the goods shall be entitled to any one of the following rights:

- (1) to receive the goods;
- (2) to receive the goods and claim for damages resulting from delay in delivery; or
- (3) not to receive the goods and claim for damages resulting from delay in delivery.

Where the agreed time of delivery or the reasonable time of delivery has passed not less than ninety days following the due date of delivery, it shall be deemed that the goods are totally lost. The person having the right to receive the goods shall be entitled to compensation as if the goods were totally lost unless there is evidence indicating that such goods have not been lost.

Where the multimodal transport operator has paid compensation or made indemnity to the person having the right to receive the goods, the provisions concerning subrogation in the Civil and Commercial Code shall apply.

#### **Section 27**

The multimodal transport operator shall not be liable for loss, damage or delay in delivery if he proves that such loss, damage and delay in delivery arose or resulted from:

- (1) Force Majeure;

- (2) Willful act or negligence of the consignor, the consignee, his representative or agent;
- (3) Insufficient or defective packaging, marking or numbering of the goods;
- (4) Handling, loading, unloading, stowage of goods by the consignor, the consignee or his representative or agent;
- (5) Inherent nature or latent defect of the goods;
- (6) Strike, lock-out, work stoppage or labor problems or restraints;
- (7) In the case of goods carried by sea or internal waters, when such loss, damage or delay in delivery during the carriage has been caused by:
  - (a) willful act or negligence or error in navigation or in management of ship whether committed by the master, mariner, pilot or the carrier's servants;
  - (b) fire unless the fire is caused by the fault or within the privities of the carrier.

However, the multimodal transport operator shall remain liable for loss, damage or delay in delivery under (7) as a result of unseen worthiness of the ship unless the multimodal transport operator can prove that at the beginning of the voyage, he has taken all measures that were required of him in order to keep the ship in seaworthy condition.

#### **Part 4**

### **Limitation of Liability of the Multimodal Transport Operator and Assessment of Compensation**

#### **Section 28**

Subject to the provisions of Section 30, Section 31 and Section 32, where the goods taken in charge by the multimodal transport operator have been lost or damaged, whether totally or partially, the liability of the multimodal transport operator shall be limited to Six Hundred Sixty Six Point Six Seven (666.67) Special Drawing Right per one shipping unit, or Two (2.00) Special Drawing Right per kilogram of gross weight of the goods lost or damaged, whichever is the higher.

Where the compensation has been calculated under Section 34 and it appears that the value of the goods is lower than the amount of limitation under paragraph one, the value so calculated shall apply.

Where the multimodal transport operator is liable for loss resulting from delay in delivery or consequential loss under extraordinary circumstances other than loss of or damage to the goods carried, the total liability of the multimodal transport operator shall be limited to an amount not exceeding the freight under the multimodal transport contract.

Where the multimodal transport operator is liable under paragraphs one and three, the aggregate liability of the multimodal transport operator shall be limited to the amount provided in paragraph one.

#### **Section 29**

Where the number of shipping unit is specified in the multimodal transport bill of lading, it shall be deemed that the goods under such multimodal transport bill of lading are of the same quantity of the shipping unit specified therein. But where the goods packed in sack, piece, drum, container, roll, crate, bale, bundle, package, case or other unit named otherwise, are stuffed together in one article of transport without specifying the number of shipping unit, all goods in such article of transport are deemed one shipping unit.

Where the article of transport has been lost or damaged, that article of transport, if not owned or otherwise supplied by the carrier, is considered one separate shipping unit.



### **Section 30**

Where the contract of multimodal transport does not include carriage of goods by sea or internal waters, the liability of the multimodal transport operator shall be limited to Eight Point Thirty-three (8.33) Special Drawing Right per kilogram of gross weight of the goods lost or damaged.

### **Section 31**

Where it is apparent that goods have been lost or damaged during one particular stage of multimodal transport for which the national law of the country where the said goods have been lost or damaged or an international convention would have provided another limit of the carrier's liability, then the limit of the multimodal transport operator's liability for such loss or damage shall be in accordance with the said national law or international convention.

### **Section 32**

The limitation of liability to the multimodal transport operator shall not apply in the following cases:

- (1) The consignor has declared to the multimodal transport operator the condition and value of the goods before they are taken in charge by the multimodal transport operator and such condition and value of the goods have been inserted in the multimodal transport bill of lading.
- (2) The loss, damage or delay in delivery occurred are the result of an act or omission of the multimodal transport operator or his servants or agents or other person whose services the multimodal transport operator makes use for the performance of the contract, with the intent to cause such loss, damage or delay in delivery or recklessly and with the knowledge that such loss, damage or delay would probably result.

### **Section 33**

Subject to Section 32, where there are claims made against the multimodal transport operator and his servants, agents and other person whose services the multimodal transport operator makes use for the performance of the contract, their aggregate liability shall not exceed the amount provided in Section 28, Section 30 or Section 31, as the case may be.

### **Section 34**

Where the goods are lost or damaged, compensation shall be calculated on the basis of the value of the goods at the time and place of delivery to the consignee or at the time and place where delivery of goods should be made to the consignee according to the multimodal transport contract.

The value of the goods under paragraph one shall be calculated in accordance with the current commodity exchange price or if there be no such price, according to the current market price. If there is neither the commodity exchange price nor the current market price, it shall be calculated on the basis of the normal value of the goods of the same kind and quality.

Where the value of the goods calculated under paragraph two is lower than the value specified in the multimodal transport bill of lading, the multimodal transport operator shall be liable for the value so calculated, but if the calculated value is higher, the multimodal transport operator shall be liable only for the value specified in the multimodal transport bill of lading.

### **Section 35**

For the purpose of calculation of liability under this Act, the conversion of the Special Drawing Right to the Thai Baht shall be calculated according to the exchange rate prevailing at the time of calculation of compensation under Section 34 as announced by the Bank of Thailand.

## **Section 36**

The parties to the multimodal transport contract may agree to fix a higher amount of limitation of liability of the multimodal transport operator than that provided in this Part.

## **Part 5**

### **Claims**

## **Section 37**

The provisions in this Chapter shall apply to the claim against the multimodal transport operator whether on ground of the multimodal transport contract or tort and shall apply to claim against his servants, agents or any other person whose services the multimodal transport operator makes use for the performance of the contract.

## **Section 38**

Any claim arising from the multimodal transport, whether on ground of the multimodal transport contract or tort, is barred by prescription if no action or arbitration proceedings have been brought or instituted for decision under the provisions in Chapter 3 within nine months from the day on which the multimodal transport operator delivered, or should have delivered the goods.

Within the prescription under paragraph one, if the person against whom a claim is made has given his written consent bearing his signature to the effect that no prescription shall be invoked in the case where an action is brought to the court or the dispute is referred to the arbitration, such consent is enforceable, but shall not exceed two years from the day on which the multimodal transport operator delivered, or should have delivered the goods.

In case the person against whom a claim is made agrees, by giving a written consent bearing his signature, to extend the prescription, it shall be deemed a consent not to invoke the prescription and such consent shall have the same effect as in the case of paragraph two.

## **Chapter 2**

### **Regulation on the Control of Multimodal Transport**

## **Section 39**

Any person shall be prohibited from operating multimodal transport unless he is a registered multimodal transport operator under the following categories:

- (1) A multimodal transport operator registered under Section 41;
- (2) A multimodal transport operator registered in a foreign country recognized by Thailand by virtue of treaty or international agreement and who has entered into official record with the Registrar under Section 45; or
- (3) A transport operator or multimodal transport operator in a foreign country who has appointed an agent in accordance with Section 48.

## **Section 40**

The person to become a registered multimodal transport operator under Section 39 (1) shall have the following characteristics:

- (1) being a limited company or public limited company incorporated under Thai laws and having the principal office situated in the Kingdom;
- (2) having a paid up capital of not less than Eighty Thousand (80,000) Special Drawing Right.

## **Section 41**

Any person who wishes to apply for registration under Section 39 (1) shall file an application by presenting evidence of his characteristics under Section 40 and availability of security for his liability under the contract of multimodal transport or for any other risk derived from the contract.

If the Registrar is of the view that the applicant possesses the characteristics and security mentioned in paragraph one, the Registrar shall affect the registration and issue a registration certificate within forty five days from the day the application was received.

The filing of application, registration and issuance of registration certificate shall be in accordance with the rules and procedures prescribed in the Ministerial Regulations.

If the Registrar is of the view that registration cannot be affected due to the applicant's incorrect characteristics or security, the Registrar shall notify the applicant in writing of the same without delay, but shall not exceed twenty days from the day the application was received.

In effecting the registration of a multimodal transport operator, the Registrar may prescribe conditions relating to the operation of multimodal transport in the registration certificate as deemed necessary to achieve the purpose of this Act.

## **Section 42**

The registration certificate of the multimodal transport operator registered under Section 39 (1) shall be valid for five years from the date of issue.

The registered multimodal transport operator who wishes to renew his registration certificate shall file an application for renewal not less than thirty days before the expiry of the registration certificate.

After the application has been filed under paragraph two, the registered multimodal transport operator shall be able to continue to operate the multimodal transport until the Registrar has issued an order not to renew his registration certificate.

The filing of application for renewal of registration certificate shall be in accordance with the rules and procedures prescribed in the Ministerial Regulations.

## **Section 43**

The multimodal transport operator registered under Section 39 (1) shall maintain the security for his liability under the contract of multimodal transport or for any other risks derived from the contract executed and shall maintain the minimum asset of not less than Eighty Thousand (80,000) Special Drawing Right throughout the period of his operation of multimodal transport.

The rules and methods for determining the amount, type, size and conditions for maintaining security and asset under paragraph one shall be in accordance with the Ministerial Regulations.

In case the multimodal transport operator registered under Section 39 (1) operates in his capacity as agent under Section 39 (2) or (3), he shall maintain security for liability under the contract of multimodal transport or for any other risks under the contract executed including the activities performed as agent.

## **Section 44**

The multimodal transport operator registered under Section 39 (1) who wishes to set up a branch for performing his business shall apply to the Registrar for permission. The Registrar may grant permission upon conditions to protect the interest of service users.

Application for permit to set up a branch and the issue of permit to set up a branch under paragraph 1 shall be in accordance with the rules and procedures prescribed in the Ministerial Regulations.

## **Section 45**

The multimodal transport operator registered in a foreign country recognized by Thailand under treaty or international agreement mentioned in Section 39 (2) who wishes to operate multimodal transport in the Kingdom shall file an application for entry into official record with the Registrar by producing evidence of his registration in the foreign country recognized by Thailand under treaty or international agreement and the appointment of agent or the set up of a branch office in the Kingdom.

If the Registrar is of the view that the evidence produced by the applicant is correct, he shall affect the entry into official record and issue a certificate of entry into official record within thirty days from the day the application was received.

The filing of application for entry into official record, the entry of official record, the issue of certificate of entry into official record, the appointment of agent and the set up of branch office shall be in accordance with the rules and procedures prescribed in the Ministerial Regulations.

If the Registrar is of the view that the official record cannot be entered because evidence produced by the applicant is incomplete, the Registrar shall notify the applicant of the same in writing without delay, but shall not exceed fifteen days from the day the application was received.

In effecting the entry into official record under paragraph one, the Registrar may prescribe conditions relating to the operation of multimodal transport in the certificate of entry into official record as deemed necessary to achieve the purposes of this Act.

## **Section 46**

The certificate of entry into official record of a multimodal transport operator registered under Section 39 (2) shall be valid for the same period of registration effected in the foreign country but shall not be more than two years from the date of issue of the certificate of entry into official record.

The registered multimodal transport operator who wishes to renew the certificate of entry into official record shall file an application for renewal not less than thirty days before the expiry of the certificate of entry into official record and Section 42 paragraph three and paragraph four shall apply *mutatis mutandis*.

## **Section 47**

An agent of the multimodal transport operator registered under Section 39 (2) shall possess either of the following characteristics:

- (1) being the multimodal transport operator registered under Section 39 (1), or
- (2) being a limited company or public limited company incorporated under Thai laws with objectives in the operation of transport business or brokerage, agency or commercial brokerage in transport business.

The agent in (2) shall maintain security for liability of the principal under the contract of multimodal transport or for any other risks derived from the contract executed.

## **Section 48**

A transport operator or multimodal transport operator in a foreign country under Section 39 (3) who wishes to operate multimodal transport in the Kingdom shall file an application for registration of appointment of agent with the Registrar by producing evidence of his registration in the foreign country together with evidence of the appointment of a multimodal transport operator registered under Section 39 (1) as his agent in the Kingdom.

If the Registrar is of the view that the evidence produced by the applicant is correct, he shall affect the registration of the appointment of agent and issue the certificate of agency within thirty days from the day the application was received.

The filing of application for the appointment of agent, the registration of agent appointment, the issue of certificate of agency and the acceptance of agent appointment shall be in accordance with the rules and procedures prescribed in the Ministerial Regulations.

If the Registrar is of the view that the registration of the appointment of agent cannot be effected because evidence produced by the applicant is incomplete, the Registrar shall notify the applicant of the same in writing without delay, but shall not exceed fifteen days from the day the application was received.

In effecting the registration of the appointment of agent under paragraph one, the Registrar may prescribe conditions relating to the operation of multimodal transport in the certificate as deemed necessary to achieve the purpose of this Act.

#### **Section 49**

The certificate of agency of the multimodal transport operator registered under Section 39 (3) shall be valid for the same period as that of the agency contract, but shall not exceed two years from the day of issue of the certificate.

The registered multimodal transport operator who wishes to renew the certificate shall file an application for renewal not less than thirty days before the expiry of the certificate and Section 42 paragraph three and paragraph four shall apply *mutatis mutandis*.

#### **Section 50**

The agent of a multimodal transport operator registered under Section 39 (2) and (3) shall be jointly liable with the registered multimodal transport operator for any damage caused by breach of contract or wrongful act toward the consignor or consignee or other third party in the Kingdom.

#### **Section 51**

In case the Registrar issues an order refusing to affect the registration, or entry into official record or refusing to issue registration certificate under Section 41, Section 45 or Section 48, refusing to issue a substitute for registration certificate under Section 55 or disallowing the renewal of registration certificate under Section 42, Section 46 or Section 49, the applicant shall be entitled to appeal such order to the Minister by submitting the appeal in writing to the Registrar within thirty days after receipt of notification of the Registrar's order.

The Minister shall complete his consideration of the appeal and inform the appellant of the decision within forty five days after the Registrar has received the appeal.

#### **Section 52**

The registered multimodal transport operator shall submit a report of his operation to the Registrar under the form, rules and period prescribed and announced by the Registrar.

#### **Section 53**

The registered multimodal transport operator shall display his registration certificate at a conspicuous place at his principal office or branch.

#### **Section 54**

The agent of the multimodal transport operator registered under Section 39 (2) and (3) shall display essential documents concerning the business of the principal as required by the Registrar at a conspicuous place at the agent's office.

#### **Section 55**

In case a registration certificate is lost, destroyed or damaged in the material part, the registered multimodal transport operator shall file an application to obtain a substitute for the registration certificate with the Registrar within fifteen days after becoming aware of the loss, destruction or damage.

Application for substitute of the registration certificate and the issue of the substitute of the registration certificate under paragraph one shall be in accordance with the rules, procedures and conditions prescribed in the Ministerial Regulations.

### **Section 56**

In case of moving of principal office or branch office or changing of material facts regarding any particular item in the registration certificate, the registered multimodal transport operator shall inform the Registrar of the same within seven days after the day of the change and the Registrar shall note such change on the registration certificate.

### **Section 57**

Should it occur that any registered multimodal transport operator;

- (1) fail to maintain security for liability or any other risks under the contract of multimodal transport or the minimum asset to be not less than Eighty Thousand (80,000) Special Drawing Right throughout the period of operation of multimodal transport;
- (2) violate the conditions stipulated as material conditions in the registration certificate;
- (3) fail to submit report or submit the report incorrectly or without the particulars required under Section 52;
- (4) fail to facilitate or render reasonable assistance to the Registrar and competent official in performing their duty, the Registrar shall issue notice in writing to the multimodal transport operator to make correction within a reasonable period.

If the registered multimodal transport operator fails to comply with the Registrar's written notice under paragraph one without justifiable reason, the Registrar shall have the power to order a temporary suspension of the business of multimodal transport for a period that deems fit but shall not exceed sixty days from the day of the order.

### **Section 58**

Except for the matters prescribed in the laws concerning administrative procedures for performance of official duty, the Registrar shall have the power to revoke the registration certificate should any of the following facts occur to him:

- (1) The registered multimodal transport operator has provided false information or acted fraudulently to secure the registration;
- (2) The Registrar has ordered a temporary suspension of the business of multimodal transport in accordance with Section 57 paragraph two and the registered multimodal transport operator has failed more than once in one year to make correction within the period set by the Registrar;
- (3) The registered multimodal transport operator has failed to comply with the order of the Registrar or the order of other competent official having the legal authority to have the unclaimed dangerous goods or illegal goods returned to the consignor and pay for the cost of such arrangement.

### **Section 59**

The registered multimodal transport operators whom the Registrar has ordered to cease operation of multimodal transport or revoke his registration certificate shall be entitled to appeal such order to the Minister by submitting the appeal in writing to the Registrar within thirty days from the day of receiving notice of the Registrar's order.

The appeal does not stay the execution of the Registrar's order unless the Minister shall issue order for the stay of execution.

During the Minister's consideration of the appeal, the registered multimodal transport operator under paragraph one shall be prohibited from continuing the operation of

multimodal transport unless the multimodal transport is performed under the contract executed before receiving the notice of the Registrar's order.

The Minister shall decide on the appeal and inform the appellant of the decision within forty five days after the Registrar has received the appeal.

#### **Section 60**

Subject to Section 59 paragraph two, the registered multimodal transport operator whose registration certificate has been revoked shall return the certificate to the Registrar within thirty days after receiving notice of the revocation order.

#### **Section 61**

The registered multimodal transport operator who wishes to cease his operation shall notify such intention in writing to the Registrar not less than ninety days before the cessation of operation.

After notifying the cessation of operation in accordance with paragraph one, the registered multimodal transport operator shall perform the contract entered into before his notification of the cessation of operation, but shall not be more than three months from the day of the cessation of operation.

The registered multimodal transport operator under paragraph one shall return the registration certificate to the Registrar within seven days after the cessation of operation.

#### **Section 62**

The Registrar shall be empowered to regulate all operations relating to multimodal transport and to appoint officials to ensure compliance with this Act.

In order to perform the duties under this Act, the Registrar and the competent officials shall have the following authorities:

- (1) to enter the premises of the registered multimodal transport operator during normal business hours to inquire the facts and inspect accounts and documents relating to multimodal transport;
- (2) to summon the registered multimodal transport operator, his managers, officers and employees, his agents and the agents' employees to give statements or to order them to submit explanation of facts;
- (3) to order the registered multimodal transport operator to return unclaimed dangerous goods or illegal goods to the consignor as well as to pay for expenses incurred from such arrangement subject to the relevant laws.

#### **Section 63**

In the course of performing duty by the Registrar or competent officials under Section 62 paragraph two, the concerned persons who are present at the premises shall facilitate and extend reasonable assistance to such performance.

#### **Section 64**

In performing their duties under this Act, the Registrar and the competent officials shall be regarded as officials under the Penal Code.

### **Chapter 3**

#### **Settlement of Disputes**

#### **Section 65**

The parties to the multimodal transport contract may agree, by stipulating such agreement on the multimodal transport bill of lading or contract of multimodal transport, that a court

in any country which, according to the law of that country, has jurisdiction to consider civil claims arising from multimodal transport contract or tort shall be the competent court having jurisdiction to consider and adjudicate the case.

Where the court of jurisdiction is not specified in the contract for entering a civil action on the ground of multimodal transport contract or tort, the plaintiff, at his option, may institute an action in any of the following courts which, according to the law of the country where the court is situated, has jurisdiction to consider the case:

- (1) the court in a country where the principal office or domicile of the defendant is situated;
- (2) the court in the country where the multimodal transport contract was executed, provided that the defendant has a place of business, a branch or agent in that country;
- (3) the court in the country where the multimodal transport operator took the goods in his charge or delivered the goods.

However, the parties may agree in writing to institute an action with any court having jurisdiction to try the case in accordance with the law of that country if such agreement is made after the claim has arisen.

### **Section 66**

The plaint concerning a civil claim in the Kingdom, whether on ground of multimodal transport contract or tort under this Act and the plaint relating to the contract of carriage of goods in the Kingdom under Section 5 shall be under the jurisdiction of the Intellectual Property and International Trade Court.

### **Section 67**

The parties to the multimodal transport contract may agree in writing to submit any dispute arising from the multimodal transport contract or tort to arbitration.

Where there is an arbitration agreement which specifies the place of arbitration, the parties shall be entitled to institute arbitration proceedings at the place in the country specified in the agreement.

Where there is an arbitration agreement which does not specify the place of arbitration, the claimant shall be entitled to choose to commence arbitration proceedings at a place in any one of the following countries:

- (1) the country where the principal place of business or domicile of the opposing party is situated;
- (2) the country where the multimodal transport contract was executed, provided that the opposing party has his office, branch or agent in that country;
- (3) the country where the goods were taken in charge or delivered.

However, the parties may agree in writing to commence arbitration proceedings at a place of any country if such agreement is made after the claim has arisen.

### **Section 68**

The arbitrator shall render decision on the claim on ground of multimodal transport contract or tort in accordance with Chapter One of this Act unless an agreement in writing is made between the parties after the claim has arisen to apply the law of the agreed country to the dispute.

### **Section 69**

Any stipulation or agreement in the multimodal transport bill of lading or multimodal transport contract which restricts the right to institute civil action in Court or restricts the right to commence arbitration proceedings in accordance with this Act shall be void unless it is otherwise provided in specific law.



## **Chapter 4**

### **Punishments**

#### **Section 70**

Any person performing multimodal transport without being the registered multimodal transport operator or violating the order revoking his registration certificate under Section 58 shall be subject to punishment by fine from 100,000 Baht to 1,000,000 Baht. If the multimodal transport contract has already been made, additional fine shall be imposed in the amount of 50,000 Baht per contract.

For the benefit of the parties or consignee, the multimodal transport operator shall have the right to perform the contract until completion.

#### **Section 71**

Any registered multimodal transport operator who does not comply with Section 43 or Section 47 paragraph two or violates order suspending his operation under Section 57 paragraph two shall be subject to punishment by fine from 50,000 Baht to 500,000 Baht and additional fine of 3,000 Baht per day as long as the violation continues.

#### **Section 72**

Any registered multimodal transport operator who does not comply with the conditions stipulated in the registration certificate under Section 41 paragraph five, Section 44 paragraph 1, Section 45 paragraph 5 or Section 48 paragraph 5 shall be subject to punishment by fine not exceeding Baht 200,000.

#### **Section 73**

Any registered multimodal transport operator who does not comply with Section 52 or Section 56 shall be subject to punishment by fine not exceeding 50,000 Baht.

#### **Section 74**

Any registered multimodal transport operator who does not comply with Section 60 or Section 61 shall be subject to punishment by fine not exceeding 10,000 Baht.

#### **Section 75**

Any registered multimodal transport operator who does not comply with Section 53 or Section 54 shall be subject to punishment by fine not exceeding 5,000 Baht.

#### **Section 76**

Any person who does not extend convenience to the competent official under Section 63 shall be subject to punishment by fine not exceeding 5,000 Baht.

#### **Section 77**

In the case where the offender subjecting to punishment under Section 70 or Section 71 is a juristic person, managing director, managing partner or any person who is responsible for the action of the juristic person in relation to that matter shall be subject to punishment stipulated for that offence unless he can prove that the act was committed without his knowledge or consent, or that he had taken all reasonable measures to prevent such offence from occurring.

#### **Section 78**

After the multimodal transport operator who committed the offence under Section 72, Section 73, Section 74, Section 75 or Section 76 of this Act has paid the maximum fine for such offence to the Registrar within 30 days, it shall be deemed that the case has been settled in accordance with the provisions of the Criminal Procedure Code.

## Provisional Clauses

### Section 79

The multimodal transporting operator who has been performing the multimodal transport before this Act has become enforceable and wishes to continue performing the multimodal transport, shall apply for registration or entry into official record within 60 days from the effective date of this Act.

After the multimodal transport operator has applied for registration or entry into official record in accordance with paragraph one, he shall be able to continue the multimodal transport until the Registrar issues an order disallowing the registration or entry into official record.

### Section 80

This Act shall not apply to the multimodal transport contract executed before the effective date of this Act.

Countersigned by

Pol. Col. Taksin Shinawattana

Prime Minister

## Fees

- (1) Registration certificate of multimodal transport operator: 10,000 Baht per certificate
- (2) Certificate of entry into official record: 8,000 Baht per certificate
- (3) Certificate of agency: 8,000 Baht per certificate
- (4) Permit for setting up a branch office of the multimodal transport operator registered under Section 39 (1): 1,000 Baht per permit
- (5) Substitute for:
  - (a) registration certificate of multimodal transport operator: 500 Baht per certificate
  - (b) certificate of entry into official record: 500 Baht per certificate
  - (c) certificate of agency: 500 Baht per certificate
- (6) Application for registration: 500 Baht per application
- (7) Application for entry into official record: 500 Baht per application
- (8) Application for agent appointment: 500 Baht per application
- (9) Application for renewal of certificate: 500 Baht per application
- (10) Application for setting up a branch office of the multimodal transport operator registered under Section 39 (1): 500 Baht per application
- (11) Other application: 200 Baht per application

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