

(Translation)

Unofficial Translation*

THE INTERNATIONAL CARRIAGE OF PASSENGERS BY ROAD ACT
B.E.2557

BHUMIBOL ADULYADEJ, REX.

Given on the 16th Day of December B.E. 2557;
Being the 69th Year of the Present Reign

His Majesty King Bhumibol Adulyadej has the Royal Proclamation to announce that:

Whereas it is expedient to have a law governing international carriage of passengers by road.

Therefore, His Majesty the King Bhumibol Adulyadej has graciously been pleased to enact this Act, with the advice and consent of the National Legislative Assembly, as follows:

Section 1 This Act shall be called the “International Carriage of Passengers by Road Act, B.E. 2557”.

Section 2¹ This Act shall come into force when a period of ninety days as from the date following the date of its publication in the Government Gazette has been elapsed.

Section 3 In this Act:

“Passenger” means a person transported by the carrier under the Contract for International Carriage of Passengers by Road.

“Carrier” means a person who operates a business of international carriage of passengers with or without baggage by road under its normal business practice.

“Journey” means a journey of passengers by vehicles from points of departure to points of destination as prescribed in the Contract for International Carriage of Passengers by Road and it shall include the embarking and disembarking of passengers during such journey.

“Vehicle” means the vehicle under the laws governing the land transport.

“Delay” means:

(1) The arrival at the points of destination later than the scheduled time, in case, there is an agreement on the scheduled time.

¹ The Government Gazette, Volume 131 Section 82 (A) Page 1 dated 23rd December 2014.

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(2) The arrival at the points of destination later than a reasonable period of time according to the performable duties of the carrier under the same circumstances, in case, there is no agreement on the scheduled time.

“Baggage” means cabin baggage and checked baggage.

“Cabin Baggage” means baggage which is under the care of passengers during the journey and it shall include personal belongings of passengers which can be carried with them into the cabin.

“Checked Baggage” means baggage which has been handed over by passengers to be under the care of the carrier.

“Disclaimers” means statements relating to the condition of the checked baggage that the baggage is not in good order; whereas, the carrier has specified the disclaimers in the receipt of the checked baggage at the time when the carrier has taken the hand-over of the checked baggage or statements notified in writing by passengers to the carrier at the time when passengers have repossessed the checked baggage that the number of the checked baggage is incomplete or the checked baggage is damaged, as the case may be.

“Special Drawing Rights” means a unit of special drawing rights under the law governing authorization and determination of certain practices relating to special drawing rights in the International Monetary Fund.

Section 4 This Act shall apply to the Contract for International Carriage of Passengers by Road.

In the event that any part of the journey is subject to other means of transport in the carriage of passengers and baggage, the carrier shall be liable to the loss or damage suffered by passengers or occurred to the baggage during the use of other means of transport under the provisions of the laws governing such other means of transport.

In the event that the journey under the Contract for International Carriage of Passengers by Road shall be stopped for any reason whatsoever prior to the arrival at points of destination, this Act shall also apply to such transport no matter whether such point of stoppage is within the country of origin or in other countries.

Section 5 The Minister of Transport shall take charge under this Act.

CHAPTER 1

CONTRACT FOR INTERNATIONAL CARRIAGE OF PASSENGERS BY ROAD

Section 6 The Contract for International Carriage of Passengers by Road is a contract that the carrier has agreed with passengers that the carrier shall operate or provide the carriage of passengers by road and the carriage of baggage by vehicle from points of departure in one country to points of destination in another country or from points of departure in one country to another country, then, return to points of destination in the country of origin no matter whether with or without remuneration.

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Section 7 Any agreements in the Contract for International Carriage of Passengers by Road which are directly or impliedly aimed at, or resulting in releasing or limiting the liability of the carrier to be lower than those provided herein shall be null and void.

The nullified agreements under Paragraph 1 shall not affect the validity of other agreements in such Contract.

Section 8 Regarding the carriage of passengers under the Contract for International Carriage of Passengers by Road, the carrier shall issue individual or group passenger tickets as evidence to passengers.

Section 9 Passenger tickets shall contain at least the following particulars in the Thai language and in the English language:

- (1) Name and address of the carrier
- (2) Points of departure and points of destination of the journey
- (3) Date of travelling or period of use of such passenger tickets
- (4) Fare prices
- (5) Statements requiring that the international carriage of passengers by road shall be subject to this Act or any international agreements to which Thailand is a state party.

Passenger tickets may be issued with passenger names or issued to ticket holders.

Section 10 Any failure to issue passenger tickets under Section 8 or issuance of passenger tickets with incomplete particulars under Section 9 or any loss of passenger tickets shall not affect the existence or validity of the Contract for International Carriage of Passengers by Road.

Section 11 The carrier shall issue receipts of the checked baggage to passengers upon taking the hand-over of the checked baggage; provided that such receipts thereof may be issued together with passenger tickets.

Section 12 Receipts of the checked baggage shall contain at least the following particulars in the Thai language and in the English language:

- (1) Name and address of the carrier
- (2) Points of departure and points of destination of the journey
- (3) Date of issuance of receipts of the checked baggage
- (4) Quantity and weight of the checked baggage
- (5) Freights of the checked baggage exceeding the maximum criteria as prescribed in Section 13.
- (6) Statements requiring that the international carriage of passengers by road shall be subject to this Act or any international agreements to which Thailand is a state party.

Section 13 Any failure to issue receipts of the checked baggage under Section 11 or issuance of receipts of the checked baggage without specifying the quantity or weight of the checked baggage under Section 12 (4), it is presumed that the quantity or weight of the checked baggage is

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equal to the maximum criteria as licensed to passengers for carriage with them without extra charges from the fare prices as prescribed under the laws governing the land transport.

Any failure to issue receipts of the checked baggage under Section 11 shall not release the carrier from its liability under this Act.

CHAPTER 2 DUTIES AND RIGHTS OF THE CARRIER

Section 14 The carrier shall inspect the visible exterior condition of the checked baggage at the time of registration of such baggage; and, if necessary, the carrier shall specify the disclaimers in receipts of the checked baggage as may be suitable.

In case, the carrier fails to specify the disclaimers, it is presumed that such baggage is in good order.

Section 15 At the time when the carrier has returned the checked baggage to passengers, the passengers shall check the quantity, content, and condition of such baggage. In case, it is found that the quantity thereof is incomplete or any damage has occurred thereto, passengers shall promptly issue a written notice of disclaimers to the carrier.

In case, passengers have taken the hand-over of the checked baggage without issuing a written notice of disclaimers, it is presumed that the hand-over of the checked baggage is complete and in good order.

Section 16 When the carrier has handed over the checked baggage to the holder of receipt of the checked baggage, it shall be regarded that the carrier has duly handed over such baggage.

In the event that any person demands the hand-over of the checked baggage without producing any receipt of the checked baggage, the carrier may not need to hand over such baggage, except such person is able to prove its entitlement to take the hand-over of such checked baggage.

In the event that no person has taken the hand-over of the checked baggage upon the arrival of the vehicle at points of destination no matter whether a receipt of the checked baggage is issued or not, it shall be regarded that such baggage is still under the care of the carrier in lieu of passengers; however, the carrier may assign a third party to take care of such baggage on its behalf; whereby, the carrier or its assigned person shall be entitled to receive reasonable remuneration.

The carrier shall be entitled to take other actions in connection with the checked baggage with no recipient under Paragraph 3 under the laws of the country where the baggage has been taken care of; however, in case, such baggage has been taken care of in Thailand, the provisions governing the carriage of passengers under the Civil and Commercial Code shall apply.

CHAPTER 3

CLAUSES OF LIABILITY AND NON-LIABILITY OF THE CARRIER

Section 17 The carrier shall be liable to damage to lives, bodies or minds of passengers resulting from the transport-related accidents occurred during the journey.

Section 18 The carrier shall be liable for damage resulted from delayed arrival of passengers and baggage to points of destination.

Section 19 The carrier shall be liable for damage or loss of cabin baggage resulting from the transport-related accidents occurred during the journey.

Section 20 The carrier shall be liable for damage or loss occurred to the checked baggage as from the time when the carrier has taken the hand-over of the checked baggage until the time when the carrier has handed over such baggage back.

In case of failure to return the checked baggage to passengers within thirty days as from the time when the vehicle has arrived at points of destination or the scheduled time of arrival of the vehicle at points of destination or the expected time of arrival at points of destination, whichever is the latest, it shall be regarded that such checked baggage is lost and the passengers shall be entitled to claim compensation for such loss.

In the event that the checked baggage is returned afterwards, the carrier shall promptly notify the same to passengers; and such passengers shall be entitled to demand the return of such baggage; provided that the passengers shall return the compensation received but passengers shall not lose the rights to claim partial compensation for such loss or damage or for the delay.

In case, passengers have not exercised the rights to demand the return of the checked baggage under Paragraph 3, the carrier shall be entitled to handle such baggage as may be suitable under the laws of the country where such checked baggage is stranded.

In the event that such checked baggage is stranded in Thailand, the provisions governing subrogation under the Civil and Commercial Code shall apply.

Section 21 The carrier shall be liable for any actions or omissions of its employees, representatives or subcontractors taken in the course of employment or within the scope of powers of representation or in such subcontracted businesses, as the case may be.

Section 22 The carrier may not refuse the liability for any loss, damage or delay caused by or resulted from defects of the vehicle used for transport or from bodily or psychiatric incompetence of drivers.

Section 23 The carrier shall not be liable for any loss, damage or delay, in case, it is proved that such loss, damage or delay is caused by or resulting from:

- (1) Force majeure
- (2) Defects of such baggage

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- (3) Faults or negligence of passengers
- (4) Physical or psychiatric condition of passengers existing prior to the journey.

CHAPTER 4

LIMITS OF LIABILITY OF THE CARRIER AND CALCULATION OF COMPENSATION

Section 24 In case of death, bodily or psychiatric injury of passengers, limits of liability of the carrier shall not exceed 9,000 Special Drawing Rights per each passenger in the same event.

Section 25 In case of loss or damage of the checked baggage, the carrier shall be liable for not exceeding 8.33 Special Drawing Rights per one kilogram of the total weight of such checked baggage or 166.67 Special Drawing Rights per one piece of the checked baggage, whichever is greater.

In the event that any cabin baggage is lost or damaged, the carrier shall be liable for not exceeding 166.67 Special Drawing Rights per each passenger.

In the event that the carrier shall be liable to both cases under Paragraph 1 and Paragraph 2, the carrier shall be liable for not exceeding 333.34 Special Drawing Rights per each passenger.

Section 26 In the event that other damage is caused by any delay, the carrier shall be liable for not exceeding the fare prices.

Section 27 Both parties to the Contract for International Carriage of Passengers by Road may agree to determine the carrier's liability exceeding to those provided in this Chapter.

Section 28 In addition to the compensation as provided in this Chapter, in the event that the carrier is unable to operate the carriage under the Contract for International Carriage of Passengers by Road due to any subsequent circumstance which is not attributable to the carrier, the carrier shall refund the fare prices in proportion to the part which has not yet been transported.

Section 29 Claimers shall be entitled to impose 5% p.a. interest on the compensation as from the date of sending a written demand to the carrier or as from the date of entry of action to the Court or submission of disputes to arbitrators.

Section 30 Provisions relating to the exclusion of liability of the carrier under Section 23 and limits of liability of the carrier under Section 24, Section 25 and Section 26 shall not apply, in case, it is proven that such death, injury, damage or delay resulted from willful actions or omissions of the carrier, its employees, representatives or subcontractors or from careless omission despite the knowledge of potential occurrence of such death, injury, damage or delay.

Section 31 For the purpose of calculation of liability under this Act, the conversion of Special Drawing Rights to Thai Baht shall be calculated as of the base time of the calculation of damages; whereas, the applicable exchange rates shall be in accordance with announcements of the Bank of Thailand.

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CHAPTER 5

EXERCISE OF RIGHTS OF CLAIM AND ARBITRATION

Section 32 Provisions contained in this Act shall apply to the exercise of rights of claim resulting from the Contract for International Carriage of Passengers by Road, regardless of having the subject matters under the Contract or wrongful acts.

In case of exercise of rights of claim under this Act against employees, representatives or subcontractors of the carrier, the person against whom such rights of claim have been exercised shall be entitled to raise the defences of the carrier as prescribed under this Act against the claimer.

Section 33 Regarding the entry of action for claims under this Act, the Plaintiff shall be entitled to elect the entry of action to any court with jurisdiction over such case according to the laws of such country, as follows:

- (1) Court in the country where the carriage started or ended.
- (2) Court in the country where such loss or damage occurred (if identifiable)
- (3) Court in the country where the head office of the carrier is located
- (4) Court in the country where the Plaintiff is domiciled.

Regarding the entry of action for claims under this Act in Thailand, it shall be within the jurisdiction of the Intellectual Property and International Trade Court.

Section 34 Both parties may agree in writing that any dispute shall be resolved by arbitration under the laws governing arbitration.

Section 35 Regarding the exercise of rights of claim resulting from the international carriage of passengers by road under this Act, in case, no action is entered in the Court or no dispute is referred to arbitration within the following time limits, then, cases shall be barred by prescription.

- (1) Three years for cases of death, bodily or psychiatric injury or damage of passengers.
- (2) Six months for cases of loss, damage, or delay of baggage and delayed arrival to destinations of passengers.

The counting of period of prescription under Paragraph 1 shall start as from the date of occurrence of rights of claim or the date of arrival to points of destination or the expected date of arrival at points of destination as per the performable duties of the carrier under the same circumstances, whichever is the latest.

In case of claim for damages in the cause of action with criminal penalties and a longer period of prescription in criminal cases than the prescription under Paragraph 1, then, the longer period of prescription shall apply.

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Counter-Signature:
General Prayut Chan-O-Cha
Prime Minister

Office of Justice Affairs

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Note:- Reason for promulgation of this Act: Whereas, the carriage of passengers by road between Thailand and other countries tended to increase continuously; and international agreements have been executed and aimed at promoting the more unified provision of criteria on rights, duties and responsibilities of parties to the Contract for International Carriage of Passengers by Road and resulting in the reduction of barriers in international trade and investment and creation of confidence to entrepreneurs and consumers who are users of the international carriage of passengers by road. In order to facilitate the international trade and carriage and to comply with such obligations, it is expedient to have the laws prescribing specific rights, duties and responsibilities on the international carriage of passengers by road; therefore, it is necessary to enact this Act.

Prepared by: Preeyanuch
5th January 2015

Checked by: Thitipong
7th January 2015

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