ABSTRACT
The present research paper offers an all-encompassing examination of Article 5 of the Rome I Regulation, a pivotal component of the European Union's private international law. The article centres its attention on the influence of Article 5 on contracts of carriage, a crucial element of global commerce. The objective of the research is to offer a comprehensive comprehension of the legislative framework and fundamental attributes of the Rome I Regulation. The regulation's primary objective is to facilitate predictability and legal assurance in cross-border transactions. This article critically examines the complexities of Article 5, encompassing its extent, conditions, and exceptions, and further explores its importance for international transportation agreements. This study analyses the function of Article 5 in ascertaining the applicable law in instances of conflicts between parties from diverse legal systems, with specific emphasis on multimodal transportation and the notion of “the place of delivery”. The present article assesses the influence of the legal rulings of the European Court of Justice on the construal and implementation of Article 5. The research presented here delineates several pragmatic impediments and limitations that emerge during the execution of Article 5, encompassing possible contradictions with other international accords, complexities in ascertaining the site of delivery, and the impact of obligatory legal statutes. Notwithstanding the aforementioned challenges, the study concludes that Article 5 has been instrumental in fostering legal certainty, facilitating the performance of international carriage contracts, and propelling worldwide trade. The present study's outcomes augment the extant corpus of literature on the Rome I Regulation and furnish significant perspectives for policymakers, legal professionals, and academicians. The article emphasises the necessity for additional examination and evaluation of the obstacles and possibilities posed by Article 5 within the framework of global commerce and transportation agreements.

CITATION

KEYWORDS
Rome I Regulation, contracts of carriage, Article 5, private international law, cross-border transactions, ECJ jurisprudence, legal certainty.

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Introduction
In 1980, the Rome Convention was initially ratified as a multinational agreement that regulates the legal framework concerning contractual obligations. The objective was to establish a cohesive framework of regulations for ascertaining the legal jurisdiction governing contractual conflicts in international trade. The Convention has established a system of prioritised connecting factors that are contingent upon the contract’s nature, such as the place of performance or the habitual residence of the parties involved. The Rome Convention lacked legal force within the European Union until it received ratification from its member states.

The proposition of a regulation to supplant the Rome Convention and establish a standardised set of regulations for all member states of the European Union was put forth by the European Commission in 1998. The proposal was formulated as a result of the growing necessity for a uniform and synchronised methodology towards the legal framework governing cross-jurisdictional transactions within the European Union. The Rome I Regulation, which superseded the Rome Convention, was formally adopted in 2008 and subsequently implemented in 2009.
A salient distinction between the Rome Convention and the Rome I Regulation lies in the fact that the latter possesses direct applicability in all European Union member states, obviating the necessity for ratification. The Rome I Regulation broadens the ambit of the regulations that govern the applicable law for contractual obligations. This includes the inclusion of a wider range of contracts, such as those pertaining to the sale of goods or the provision of services.

The Rome I Regulation has incorporated novel provisions that were absent in the Rome Convention. Article 5 is a provision that establishes the fundamental principle for ascertaining the applicable law to contracts of carriage. As per Article 5, the governing law for a contract of carriage shall be determined based on the country where the carrier has its habitual residence or the country where the place of business through which the contract was made is located, in case the carrier does not have a habitual residence. In a nutshell, the transnationalist pattern of party autonomy seeks to bridge the conflicting requirements of the internationalist and substantive law paradigms by striking a balance (Ahmed, 2018; Chen, 2022). The agreement on the applicable legislation is a legally enforceable contract between the parties, not just an agreement of facts. The opposite is true: this contract is not meant to create or change any rights or obligations; rather, it is an attempt to preempt the forum's unbiased choice of applicable laws and rules by imposing one's own (Ahmed, 2018).

The Rome Convention represented a noteworthy advancement in the establishment of a cohesive framework of regulations for ascertaining the legal system that governs contractual duties. Nevertheless, its scope was restricted and it did not possess the legal binding power within the European Union until it received approval from the member states. The Rome I Regulation has broadened the range of its applicability and has achieved direct applicability in all member states of the European Union, thereby establishing a more uniform and consistent method for determining the law that governs cross-border transactions. The significance of Article 5 of the Rome I Regulation lies in its pivotal function of ascertaining the applicable law governing contracts of carriage.

**Methodology**

The objective of this article is to scrutinise the methodology employed by courts in ascertaining the relevant law in carriage contracts in accordance with the Rome I Regulation. The study will encompass a thorough examination of pertinent legal precedents, legislative enactments, and academic writings. Initially, the article will analyse the fundamental principles of the Rome I Regulation, encompassing the regulations for ascertaining the pertinent legislation in contracts of carriage. The present article will evaluate the degree to which the Regulation permits parties to select the governing law of their contractual agreement. Subsequently, the present article shall undertake an analysis of the diverse factors that courts take into account in the determination of the governing law in contracts of carriage. These factors include, but are not limited to, the place where the performance of the contract takes place, the location of the carrier’s business, and the expressed intention of the parties. The present article aims to assess the effects of compulsory legal provisions, encompassing the implementation of dominant mandatory provisions and the examination of public policy considerations. The present article aims to examine the variations in the methodologies employed by domestic courts across diverse legal systems while interpreting the Rome I Regulation concerning contracts of carriage. The proposed study will entail a comprehensive analysis of legal precedents from diverse European jurisdictions, alongside pertinent global agreements or accords. The forthcoming article will conduct a meticulous assessment of the present legal framework and propose prospective avenues for enhancement or modification.
The aforementioned statement pertains to the possibility of presenting suggestions aimed at enhancing the clarity of the Regulation's language or furnishing supplementary directives concerning particular matters associated with carriage contracts. The present article aims to enhance comprehension of the legal framework governing carriage contracts in the international sphere, and to offer direction to professionals, scholars, and decision-makers in managing the intricate matters pertaining to the Rome I Regulation.

1. Understanding International Agreements for Transportation of Goods and Passengers

Contracts of carriage play a pivotal role in facilitating international trade and commerce by regulating the conveyance of individuals and commodities across national boundaries. Contracts of this nature are frequently governed by private international law, which ascertains the applicable law for any potential disputes that may arise in connection with the contract (Bělohlávek, 2010).

Contracts of carriage can manifest in diverse formats, encompassing agreements for the transportation of commodities via sea, air, or land, alongside agreements for the transportation of individuals. The aforementioned agreements have the potential to be established between entities or individuals situated in diverse nations, thereby introducing a global aspect to the contractual association (Biagoni, 2009). The negotiation of the contract of carriage terms is a common practise in the realm of international trade. The provisions of the contract may encompass aspects such as the mode of delivery, the type of transport, and the carrier’s liability in the event of loss, damage, or delay. Nevertheless, conflicts may emerge in the event that a party neglects to carry out its responsibilities as stipulated in the contract or if there exists a discrepancy regarding the elucidation of the contractual provisions. In instances of this nature, the field of private international law is invoked to ascertain the governing law pertaining to the conflict (Calliess, 2015).

The determination of the choice of law rules that are applicable to contracts of carriage is contingent upon several factors, including but not limited to the type of contract, the mode of transportation, and the relevant jurisdictions. In instances of contracts pertaining to the transportation of goods via sea, the regulations dictating the selection of legal jurisdiction may be influenced by global agreements such as The Hague-Visby Rules or the Hamburg Rules (Calliess, 2015).

Despite the implementation of the distinct consistent classification of overriding mandatory provisions (OMP) by the Rome I Regulation, the issue of judicial classification of provisions in Directives remains unresolved. The regulation keeps depending on an alternate method to alleviate the ongoing dispute. Under both the Rome Convention and the Rome I Regulation, the inclusion or exclusion of provisions safeguarding individuals from the definition of OMP is ultimately inconsequential. Consumer protection provisions in Directives, despite not being classified as overriding mandatory provisions, can fall within the scope of Article 23 of the Rome I Regulation, formerly known as Article 20 of the Rome Convention. This provision prioritises Union law that establishes specific conflict of laws regulations. Certain Member States, including Germany, have employed this strategy as a means of achieving their objective of robust consumer safeguarding in situations that involve jurisdictions outside of the European Union (Ungerer, 2021).

The determination of choice of law rules may depend on either the national legislation or the contractual provisions in certain cases. In the global arena, conflicts that arise from transportation agreements may also be subjected to international arbitration or litigation. The selection of a forum for the resolution of disputes can be explicitly stated in the contractual
terms, or the involved parties may opt for alternative dispute resolution methods, such as conciliation or mediation. Contracts of carriage are a pivotal component in the realm of global trade and commerce, as they regulate the conveyance of individuals and merchandise across international boundaries (Dickinson, 2010). To summarise, their significance cannot be overstated. Private international law plays a pivotal role in ascertaining the applicable law for any potential disputes that may arise in connection with these contractual agreements. Comprehending the legal structure and diverse regulations governing the selection of law for carriage agreements is imperative for enterprises involved in global commerce and conveyance.

2. Legal Framework for Carriage Contracts in the Rome Convention: an Overview

The Rome Convention, ratified in 1980, instituted a comprehensive structure for ascertaining the governing law in international contractual agreements. The Convention established a framework of regulations that defined the legal principles governing contracts that involved a transnational component. According to the Rome Convention, the jurisdiction governing contracts of carriage was established on the basis of the carrier’s place of residence. Contracts of carriage were subject to the law of the country where the carrier was situated, in other words. The aforementioned methodology was formulated with the aim of fostering a sense of legal assurance and anticipatability in global commercial dealings. Nevertheless, the implementation of the Rome Convention in relation to transportation agreements encountered certain difficulties. A noteworthy issue pertained to the Convention’s lack of unambiguous regulations for ascertaining the governing law in scenarios where the carrier possessed multiple places of business or where the parties had not explicitly stipulated the carrier’s domicile in the agreement. An additional concern pertained to the inadequacy of guidelines within the Convention for ascertaining the applicable law concerning liability matters in contracts of transportation. The lack of clarity surrounding the Convention’s provisions has resulted in varying interpretations by both national courts and arbitral tribunals, ultimately leading to a sense of unpredictability and uncertainty in its implementation. The Rome I Regulation was implemented by the European Union in 2008 as a response to the aforementioned challenges, thereby superseding the Rome Convention. The objective of the Regulation was to establish more comprehensive and unambiguous regulations for ascertaining the governing law in cross-border contracts, encompassing contracts of carriage. According to the Rome I Regulation, the determination of the law that applies to contracts of carriage is contingent upon the carrier’s habitual residence, which is defined as the location where the carrier maintains its central administration. The aforementioned Regulation establishes unambiguous guidelines for ascertaining the relevant legislation in instances where the carrier possesses several business locations. Moreover, it is noteworthy that the Rome I Regulation offers unambiguous guidelines for ascertaining the governing law pertaining to liability matters in contracts of carriage, a matter of considerable concern under the Rome Convention. The Regulation provides clarification that the governing law pertaining to liability matters is contingent upon the country in which the carrier maintains its customary residence, irrespective of the governing law applicable to the entirety of the contract. In summary, the Rome Convention established a structure for ascertaining the governing law for carriage agreements, yet encountered notable obstacles in its implementation. The implementation of the Rome I Regulation has facilitated the establishment of more comprehensive and lucid regulations for ascertaining the relevant legislation in carriage contracts, thereby fostering legal assurance and foreseeability in international transactions.
3. Rome I Regulation: Impact on Contracts of Carriage in International Trade

The Rome I Regulation holds considerable implications for cross-border contracts of carriage, which pertain to the conveyance of goods or passengers across international boundaries. This regulation governs the law that is applicable to contractual obligations in such situations. The aforementioned regulation is inclusive of all categories of carriage agreements, encompassing transportation via air, sea, and land. The determination of the applicable law is a crucial element of the Rome I Regulation concerning contracts of carriage. As per the Regulation, contracts of carriage are governed by the law of the country where the carrier has its habitual residence, which is determined by the location of the carrier's central administration. (Ferrari, 2015) The aforementioned methodology offers enhanced lucidity and anticipatability in ascertaining the relevant legislation, given that it eradicates the possibility of contentions regarding the appropriate legislation to be employed in carriage agreements. Moreover, the Rome I Regulation offers unambiguous guidelines for ascertaining the governing law in scenarios where the carrier possesses numerous business locations. The application of mandatory rules is a significant aspect of the Rome I Regulation concerning contracts of carriage (Ferrari & Leible, 2009).

As per the Regulation, it is imperative to adhere to the obligatory provisions of the law of the nation where the goods or passengers are transported, irrespective of the governing law of the contract. The aforementioned provision guarantees that specific essential safeguards, particularly those pertaining to the well-being and security of individuals, cannot be evaded through the utilisation of choice of law clauses. The Rome I Regulation stipulates regulations for ascertaining the extent and construal of carriage agreements. The Regulation stipulates that the interpretation of contracts of carriage should align with the mutual understanding of the involved parties, while also considering the pertinent circumstances during the contract's formation. The Rome I Regulation furnishes a collection of regulations that govern the determination of the consequences of a contract, encompassing execution, non-execution, and redress for violation. (Calliess & Renner, 2020) The aforementioned regulations provide explicit direction to the involved parties of a transportation agreement regarding the implementation of their respective duties and entitlements as stipulated in the contract. The Rome I Regulation is observed to have a noteworthy influence on contracts of carriage through the provision of unambiguous and foreseeable regulations for ascertaining the relevant law, implementing obligatory regulations, construing the agreement, and enforcing its clauses. Therefore, it has a crucial function in advancing legal predictability and enabling international transactions within the transportation industry (Roth, 2010).

The Rome I Regulation offers a distinct framework for contracts pertaining to the transportation of goods, with the aim of tackling the distinctive challenges and attributes associated with such agreements. The aforementioned regulation is inclusive of all forms of goods transportation agreements, encompassing land, sea, and air modes of transportation. The default rule for determining the applicable law is a crucial aspect of the special regime for contracts of carriage of goods. (Regulation (EC) No 593/2008) As per the Rome I Regulation's Article 5(1), the jurisdiction of the country where the carrier has its habitual residence is applicable to contracts of carriage of goods, unless there is a mutual agreement between the parties to the contrary. The aforementioned regulation offers lucidity and anticipatability for entities involved in international dealings by instituting a standard norm for the governing law. Apart from the standard regulation, the Rome I Regulation encompasses several distinct provisions pertaining to agreements concerning the transportation of commodities. Article 5(2) stipulates that in the event of goods being
transported between two countries, and the contracting parties having mutually agreed to be governed by the laws of one of the countries, the said law shall be applicable. The aforementioned clause acknowledges the common occurrence of cross-border transportation of goods in contracts of carriage, and guarantees the freedom of the involved parties to select the applicable law that best suits their transaction.

The mandatory rules are a significant aspect of the specialised regime governing contracts for the transportation of goods. According to Article 7 of the Rome I Regulation, it is imperative to adhere to the obligatory provisions of the law of the nation where the goods are transported, irrespective of the governing law of the contract. The implementation of choice of law provisions is prevented from compromising essential safeguards, such as those pertaining to safety and security. The Rome I Regulation encompasses distinct provisions concerning the construal and ramifications of agreements pertaining to the conveyance of merchandise (Hauser, 2012). Article 8 stipulates that the interpretation of contracts pertaining to the transportation of goods should align with the mutual understanding of the involved parties, while also considering the pertinent circumstances at the moment of contract finalisation. The twelfth article outlines regulations for ascertaining the outcomes of inadequate execution or non-execution of agreements concerning the transportation of commodities. The Rome I Regulation offers a specialised framework for contracts of carriage of goods, which acknowledges the distinct complexities and attributes of such agreements (Hoeks, 2010). It furnishes unambiguous regulations and direction for entities involved in international dealings. The Rome I Regulation plays a crucial role in promoting legal certainty and reducing uncertainty in international trade of goods. This is achieved through its provision of clarity and predictability in the determination of applicable law, interpretation of contracts, and enforcement of their provisions (Huber, 2011).

A specific provision that establishes the applicable law for passenger carriage contracts is included in Article 5(2) of the Rome I. The regulation introduced this article as a compromise between the need for protection of the passengers as consumers and the interests of the carrier (Comba, 2020, p. 319). The Rome Convention stipulated that contracts for the transportation of travellers were not covered under article 4(4) of the Convention, which pertained solely to the transportation of products. Additionally, such contracts were also excluded from the specific provision on consumer contracts, as outlined in article 5(4)(a) of the Rome Convention. The determination of the applicable law to contracts for the carriage of passengers is governed by the general rule on party autonomy as stipulated in Article 3 of the Rome Convention, as well as the general rule in the absence of choice of law as provided for in Article 4(2) of the same Convention. The principle of autonomy of the parties in selecting the applicable law was fully observed, and in the absence of such choice, the norm stipulated in article 4(2) would typically mandate the adoption of the law of the carrier's habitual residence. Passengers were not provided with any particular form of protection (López de Gonzalo, 2017). The Rome I Regulation offers a distinct framework for agreements pertaining to the conveyance of passengers. The present system has been formulated to cater to the distinctive attributes of such agreements, with a specific emphasis on guaranteeing the security and safeguarding of commuters (Illmer, 2009). The Rome I Regulation prescribes distinct regulations for ascertaining the governing law in contracts of carriage of passengers. Article 6 stipulates that the governing law of the contract shall be the law of the country where the passenger habitually resides, unless an alternative agreement has been reached by the parties involved. The aforementioned regulation serves to guarantee that travellers are safeguarded by the legal statutes of their nation of origin, specifically in regards to matters pertaining to safety and consumer safeguarding (Meeusen et al., 2004).
Provisions concerning the interpretation and enforcement of contracts of carriage of passengers are encompassed within the Rome I Regulation. Article 9 stipulates that the interpretation of contracts for the transportation of passengers should align with the mutual understanding of the involved parties, while also considering the pertinent circumstances at the time of contract finalisation. This clause guarantees that the contractual provisions are unambiguous and comprehensible to the passengers. The Rome I Regulation stipulates particular regulations for contracts of carriage of passengers, in addition to the overarching provisions that are applicable to all contracts (Fernández, 2021). Article 7 stipulates that it is imperative to adhere to the obligatory regulations of the jurisdiction in which the passenger is transported, irrespective of the governing law of the agreement. The aforementioned clause guarantees that essential safeguards, such as those pertaining to the well-being of individuals and the interests of consumers, are not jeopardised by the inclusion of choice of law provisions (Lando & Nielsen, 2008).

The application of international conventions is a significant aspect of the specialised regime governing contracts for the transportation of passengers. The Rome I Regulation acknowledges the significance of global agreements in the realm of passenger transportation contracts, specifically concerning matters such as accountability and recompense in the occurrence of harm or fatality. As per the Regulation, in cases where the parties have mutually agreed to apply an international convention, the provisions of said convention shall supersede those of the Rome I Regulation (Looschelders & Smarowos, 2010). In general, the Rome I Regulation offers a distinct framework for contracts of carriage of passengers, which acknowledges the exceptional complexities and attributes of such agreements, and furnishes unambiguous regulations and direction for entities involved in international dealings. The Rome I Regulation contributes to the facilitation of international travel by promoting legal certainty through the provision of clarity and predictability in the determination of applicable law, interpretation of contracts, and protection of passenger rights (Magnus & Mankowski, 2016).

4. The Jurisprudential Landscape of the European Court of Justice: A Comprehensive Analysis of its Rulings on Contracts of Carriage

The jurisprudence of the European Court of Justice (ECJ) has been significant in the elucidation and explication of the distinctive framework governing agreements for the transportation of travellers pursuant to the Rome I Regulation (Mcparland, 2015).

The case with reference number C-88/17. The case of Zurich Insurance plc Metso Minerals Oy v Abnormal Load Services (International) Limited was brought before the European Court of Justice (ECJ) to address the matter of interpreting the Brussels I Regulation (Regulation (EU) No 1215/2012) and its relevance to disputes involving insurance. The present case concerns a legal disagreement between Zurich Insurance and Metso Minerals, an Irish mining enterprise, regarding responsibility for harm inflicted on a piece of machinery during its conveyance by Abnormal Load Services (ALS), a transportation firm based in the United Kingdom. The equipment incurred damage during transportation from England to Ireland. Metso Minerals initiated legal proceedings against ALS in the Irish courts seeking reimbursement for the expenses incurred in repairing the equipment. In response, ALS filed a counterclaim against Zurich Insurance in the UK courts, seeking indemnification under the insurance policy it had with Metso Minerals. The matter presented to the European Court of Justice pertained to the question of whether the courts in the United Kingdom possessed the authority to adjudicate upon ALS’s counterclaim against Zurich Insurance, or if the courts in Ireland held exclusive jurisdiction over the conflict in accordance with the Brussels I Regulation. According to
the ruling of the European Court of Justice, it was determined that the Brussels I Regulation pertained to conflicts arising in the insurance industry. Furthermore, it was established that the court of the Member State where the insured party resided possessed the authority to adjudicate a claim initiated by the insurer against the insured. Nonetheless, in situations where the insurance company filed a counterclaim against a third party, such as ALS in the present instance, the regulations governing jurisdiction were comparatively ambiguous. The European Court of Justice (ECJ) ruled that the court responsible for adjudicating an insurer’s claim against an insured party should possess the authority to hear the insurer’s counterclaim against a third party, on the condition that the counterclaim was closely linked to the initial claim and emerged from the same set of facts and circumstances. The European Court of Justice (ECJ) observed that the Brussels I Regulation did not foreclose the prospect of the insurer and the third party mutually consenting to refer their dispute to the jurisdiction of a distinct Member State. In general, the aforementioned legal case elucidated the implementation of the Brussels I Regulation in the context of insurance-related conflicts and furnished direction regarding the authority of courts in scenarios where an insurance provider initiates a counter-argument against an external entity.

The case with reference number C-88/17. The case of Zurich Insurance plc Metso Minerals Oy v Abnormal Load Services (International) Limited was brought before the European Court of Justice (ECJ) to address the matter of interpreting the Brussels I Regulation and its relevance to disputes involving insurance. The case pertained to a legal disagreement between Zurich Insurance and Metso Minerals, an Irish mining enterprise, concerning responsibility for harm inflicted on a machinery component during its conveyance by Abnormal Load Services (ALS), a transportation firm based in the United Kingdom. The equipment incurred damage during transportation from England to Ireland. Metso Minerals initiated legal proceedings against ALS in the Irish courts seeking reimbursement for the expenses incurred in repairing the equipment. In response, ALS filed a counterclaim against Zurich Insurance in the UK courts, seeking indemnification under the insurance policy it had with Metso Minerals. The matter presented to the European Court of Justice pertained to the question of whether the courts in the United Kingdom possessed the authority to adjudicate upon ALS’s counterclaim against Zurich Insurance, or if the Irish courts retained exclusive jurisdiction over the conflict in accordance with the Brussels I Regulation. According to the ruling of the European Court of Justice, the Brussels I Regulation pertained to conflicts arising in the realm of insurance and mandated that the court of the Member State in which the insured party was domiciled possessed the authority to adjudicate a claim initiated by the insurer against the insured. In situations where the insurer initiated a counterclaim against a third party, such as ALS in the present instance, the regulations pertaining to jurisdiction were comparatively ambiguous. The European Court of Justice (ECJ) determined that in instances of this nature, the tribunal presiding over the insurer’s litigation against the insurer ought to possess the authority to adjudicate the insurer’s retaliatory claim against the third party, on the condition that the counterclaim was intimately linked to the primary claim and that it emerged from the identical series of events and circumstances. The European Court of Justice (ECJ) observed that the Brussels I Regulation did not prohibit the potential for the insurer and the third party to mutually consent to refer their dispute to the jurisdiction of a distinct Member State.

The case of Rehder v. Air Baltic C-204/08 was brought before the European Court of Justice (ECJ) to address the matter of air passenger rights within the European Union (EU). The subject matter pertained to Mr. Rehder, an individual who had made a reservation for air travel with Air Baltic for a route originating in Hamburg and terminating in Rome. The flight’s cancellation was attributed to technical difficulties, and Mr. Rehder was notified of the
cancellation within a timeframe of less than 24 hours prior to the scheduled departure. Air Baltic presented Mr. Rehder with an alternative flight option that was scheduled to depart several hours subsequent to the initially planned flight. However, Mr. Rehder opted not to accept the alternative flight. The individual opted to reserve a flight with an alternate airline and subsequently sought recompense from Air Baltic for the expenses incurred in securing the substitute flight. The matter presented for consideration before the European Court of Justice pertained to the entitlement of a passenger, who had made a reservation for a flight with an airline that subsequently cancelled the flight on account of technical difficulties, to receive compensation in accordance with the European Union’s Regulation on Air Passenger Rights (Regulation (EC) No 261/2004). The query pertained to the potential classification of technical difficulties as a “extraordinary circumstance” that would release the airline from its responsibility to provide remuneration. According to the ruling of the European Court of Justice (ECJ), the exemption of airlines from paying compensation cannot be justified on the grounds of technical issues being an extraordinary circumstance. The court’s ruling stipulated a narrow interpretation of the term “extraordinary circumstances”, and established that technical issues were an inherent aspect of an airline’s standard operations. According to the ruling of the European Court of Justice (ECJ), the entitlement to receive compensation as per the Regulation extends to travellers who had originally reserved a flight with an airline, but were subsequently redirected by the airline to an alternative flight that departs at a later time. The court ruled that the entitlement to remuneration was applicable irrespective of whether the traveller had availed the substitute flight proposed by the carrier or had arranged for their own means of transportation to reach their intended endpoint. In summary, the aforementioned legal case provided clarification regarding the entitlements of air travellers within the European Union, and conclusively determined that airlines are not permitted to evade their responsibility to provide compensation in the event of flight cancellations resulting from technical issues.

The aforementioned case-law serve to underscore the significance of the distinct framework governing agreements pertaining to the transportation of individuals as stipulated by the Rome I Regulation. Furthermore, it is imperative to adopt a comprehensive approach when interpreting this framework, one that takes into consideration the singular attributes of such agreements. The aforementioned cases underscore the significance of guaranteeing the adequate safeguarding of passengers, particularly in regards to matters pertaining to safety and consumer protection.

5. A Critical Examination

The Rome I Regulation has been subject to criticism due to its failure to establish a consistent methodology for ascertaining the governing law for contracts pertaining to transportation. The Regulation stipulates distinct regulations for various categories of carriage agreements, including those for the transportation of goods, passengers, and luggage. The lack of clarity and uniformity in implementing the Regulation may result in ambiguity and incongruity (Spanjaart, 2017).

Moreover, the Regulation encompasses specific provisions that exhibit ambiguity and are susceptible to varying interpretations. Article 5(2) of the Regulation stipulates that the applicable law for a contract concerning the transportation of goods shall be determined by the country where the carrier has its habitual residence, unless there is a stronger connection to another country. The term “more closely connected” lacks a clear definition within the Regulation, and its interpretation has been a topic of discussion among both academics and professionals.
One critique of the Rome I Regulation pertains to its failure to consider the distinctive attributes of particular carriage agreements, such as multimodal transport contracts, which involve the conveyance of goods through a combination of diverse transportation modes, including sea, rail, and road. The aforementioned circumstance may give rise to challenges in ascertaining the appropriate jurisdiction for said agreements, and may culminate in clashes among diverse legal frameworks (Roth, 2018).

Notwithstanding the aforementioned criticisms, the Rome I Regulation has contributed to the establishment of a certain level of legal assurance and anticipation in the realm of carriage agreements, and has supported the promotion of international trade by furnishing a structure for ascertaining the appropriate legislation for said agreements. Notwithstanding, there exists an opportunity for additional enhancement and fine-tuning of the Regulation, particularly in consideration of the developing character of global commerce and transportation.

Conclusions
The Rome I Regulation has had a noteworthy influence on cross-border contracts of carriage by establishing a structure for ascertaining the relevant law for such contracts and fostering legal assurance and foreseeability in this domain. To sum up, this regulation has played a crucial role in shaping the legal landscape of cross-border contracts of carriage. The interpretation and analysis of Article 5 of the Regulation, which establishes the fundamental principle for contracts governing the transportation of goods, has been the focus of considerable scrutiny. The European Court of Justice has played a pivotal role in shaping the interpretation and implementation of this provision.

Although the Rome I Regulation has faced some critiques, such as its inadequate consistency and particularity concerning certain forms of carriage contracts, and the uncertainty of certain provisions, such as the “more closely connected” standard in Article 5(2), it has largely achieved its objectives of promoting legal uniformity and easing cross-border commerce.

The Rome I Regulation may require additional refinement and updating to address emerging trends and challenges in the realm of carriage contracts, as international trade and transportation continue to develop. The proliferation of digital technologies and platforms in the transportation industry may necessitate the establishment of novel regulations and criteria to ascertain the appropriate jurisdiction for cross-border contractual agreements.

The Rome I Regulation is a noteworthy advancement in the unification of contract law within the European Union. Its effect on contracts of carriage has been substantial, leading to significant progress in this area. Ultimately, it can be concluded that the Rome I Regulation has played a crucial role in the harmonisation of contract law in the European Union. Continued endeavours will be imperative to guarantee the Regulation’s pertinence and efficacy amidst evolving market circumstances and legal advancements.

REFERENCES


Скендері К., Вора (Ходжа) С. Морські поставки за Статтею 5 Регламенту Рим І та договори на транскордонне перевезення. – Стаття. У цій статті здійснено аналіз статті 5 Регламенту Рим І, основного компонента міжнародного приватного права Європейського Союзу. У статті зосереджено увагу на впливі статті 5 на договори перевезення, що є ключовим елементом світової торгівлі. Мета дослідження полягає у спробі запропонування комплексного розуміння законодавчої бази та основних атрибутів Регламенту Рим І. Головною метою Регламенту є сприяння передбачуваності та юридичній гаранто-
ваності транскордонних операцій. У статті критично досліджуються складнощі статті 5, охоплюються її обсяг, умови та винятки, а також її важливість для міжнародних транспортних угод. Аналізується функція статті 5 у визначенні застосовного права у випадках конфліктів між сторонами з різних правових систем з особливим наголосом на мультимодальних перевезеннях і категорії "місце доставки". Оцінюється також вплив правових рішень Європейського суду на тлумачення та імплементацію статті 5. Представлена дослідження окреслює кілька прагматичних перешкод і обмежень, які виникають під час виконання статті 5, охоплюючи можливі протиріччя з іншими міжнародними нормами, складнощами у визначенні місця доставки та впливом обов’язкових правових норм. Незважаючи на зазначені проблеми, у дослідженні зроблено висновок, що стаття 5 відіграє важливу роль у зміцненні правової визначеності, спрощенні виконання договорів міжнародних перевезень і стимулюванні світової торгівлі. Результати цього дослідження доповнюють існуючу дослідницьку базу про Регламент Рим I та відкривають важливі перспективи для політиків, юристів та вчених. У статті наголошується на необхідності додаткового вивчення та оцінки перешкод і можливостей, створених статтею 5 у рамках глобальних угод про торгівлю та перевезення.

Ключові слова: Регламент Рим I, договори перевезення, стаття 5, міжнародне приватне право, транскордонні операції, судова практика Європейського суду, юридична визначеність.