

GENERAL

2. **Liability**—The department's liability is in accordance with the provisions in that behalf in the Act. Sections 9, 14, and 15 whereof provide as follows:

“9. Liability of contracting carrier—(1) Subject to the other provisions of this Act, a contracting carrier is liable as such to the contracting party for the loss of or damage to any goods occurring while he is responsible for the goods in accordance with the succeeding provisions of this section, whether or not the loss or damage is caused wholly or partly by him or by any actual carrier.

(2) The responsibility of the contracting carrier for goods begins when the goods are accepted for carriage in accordance with the contract.

(3) Subject to subsection (4) of this section, the responsibility of the contracting carrier for goods ends—

(a) In a case where the goods are to be delivered to the consignee—

(i) When they are tendered to the consignee in the manner expressed or implied in the contract; or

(ii) Where any amount by way of freight is due and payable to or on behalf of the contracting carrier at any time before, or at the time at which, the goods are to be tendered to the consignee under the contract and that amount has not been paid in full, when the contracting carrier or (as the case may require) the last actual carrier is capable of tendering the goods to the consignee in accordance with the contract and gives notice to any person liable to pay the amount or (as the case may require) the balance of the amount that he is so capable:

(b) In a case where the goods are to be collected by the consignee,—

(i) When the goods are collected by the consignee; or

(ii) On the expiry of the 5th day (excluding any day on which the carrier's premises are not open for the collection of goods) after the date on which the contracting carrier or (as the case may require) the last actual carrier notifies the consignee that the goods are available for collection.

(4) In any case where, at the time when the contracting carrier or (as the case may require) the last actual carrier is able to tender the goods to the consignee in accordance with the contract, the consignee's whereabouts are unknown to that carrier, the responsibility of the contracting carrier for the goods ends when he or (as the case may require) the last actual carrier has taken reasonable steps to find the consignee and notify him of the matters referred to in paragraph (a) (ii) or (as the case may require) paragraph (b) (ii) of subsection (3) of this section.

(5) No notice referred to in subsection (3) (a) (ii) of this section shall take effect until it is received by the person liable to pay the freight.

(6) Notwithstanding any of the foregoing provisions of this section, the responsibility of a contracting carrier who contracts for the carriage of goods to a destination outside New Zealand ends for the purposes of this Act at the time when the international carriage of those goods begins.

(7) Notwithstanding any of the foregoing provisions of this section, the responsibility of a contracting carrier who contracts for the carriage of goods from a destination outside New Zealand to a destination in New Zealand begins for the purposes of this Act at the time when the international carriage of those goods ends.

14. Carrier not liable in certain circumstances—Notwithstanding any of the other provisions of this Act, a carrier is not liable as such for the loss of or damage to goods occurring while he is responsible for them under a contract of carriage to the extent that he proves that the loss or damage resulted directly and without fault on his part from—

(a) Inherent vice; or

(b) Any breach of either of the terms implied in the contract by section 17 of this Act; or

(c) Seizure under legal process; or

(d) Saving or attempting to save life or property in peril.

15. Limitation of amount of carrier's liability—(1) For the purposes of this Act,—

(a) The liability of the contracting carrier to the contracting party; and

(b) The separate liability of any actual carrier to the contracting carrier; and

(c) The joint liability of any actual carriers (where there are more than 1) to the contracting carrier; and

(d) The joint and several liability of every successive carrier under a contract to which section 13 of this Act applies,—

is limited in amount in each case to the sum of \$500 for each unit of goods lost or damaged or, in the case of a contract “at declared value risk”, the amount specified in the contract.

(2) The limitation of amount for the time being specified in subsection (1) of this section does not apply to—

(a) Any liability for the loss of or damage to any goods intentionally caused by the carrier;

or

(b) Any liability arising out of the terms of the contract for damages other than for the loss of or damage to the goods; or

(c) Any liability arising out of the terms of the contract for damages consequential upon the loss of or damage to the goods.”

(N.B. See paragraph 5 of this section 110).

Section 3 of the Act in respect of a “unit of goods” provides:

“3. Meaning of “unit of goods”—(1) In this Act, unless the context otherwise requires, “unit of goods” or “unit”,—

(a) In relation to bulk cargo, means the customary freight unit; that is, the unit of bulk, weight, or measurement upon which the freight for that type of cargo is customarily computed or adjusted:

Provided that, where the freight payable under a contract of carriage is computed or adjusted upon a specified unit of bulk, weight, or measurement, references in this Act to “unit of goods” or “unit” shall be deemed, for the purposes of the carriage of goods pursuant to that contract, to be references to that specified unit:

(b) In relation to goods contained in a container, means the container load of goods; and includes, where the container is provided by the contracting party, the container:

(d) In relation to goods loaded on a pallet, means the pallet load of goods; and includes, where the pallet is provided by the contracting party, the pallet:

(e) In relation to goods contained in a package that is not contained in a larger package or in a container, nor loaded on a pallet, means the package of goods: