

## GENERAL

- (f) In relation to goods that are unitised for the purposes of carriage in any manner not referred to in any of the preceding paragraphs of this subsection, means the unit of goods as so unitised:
- (g) In relation to goods (other than baggage) not referred to in any of the preceding paragraphs of this subsection, means each item of the goods:
- (h) In relation to baggage, means each item of baggage.

(2) For the purpose of determining the limit of the liability of any carrier, the limit of liability prescribed by section 15 of this Act in respect of each unit of goods relates to the unit of goods as accepted for carriage by the actual carrier or, where the carriage is undertaken by more than one carrier, by the first actual carrier, whether or not that unit is subsequently packed, repacked, or unpacked, or otherwise aggregated with or segregated from any other goods, at any stage of the carriage."

Section 17 of the Act in respect of the warranty by contracting to the condition of goods provides:

**"17. Contracting party to warrant condition of goods, etc.—**(1) In every contract of carriage there shall be implied on the part of the contracting party a term—

- (a) That, except as disclosed in accordance with subsection (2) of this section, the goods are fit to be carried and stored in accordance with the contract in the condition and packed in the manner in which they are tendered for carriage:
- (b) That, except as disclosed in accordance with subsection (2) of this section, the provisions of every other enactment (if any) that he is required to comply with relating to the consignment for carriage of the goods to be carried pursuant to the contract have been complied with.

(2) If, before the goods are accepted for carriage, the contracting party notifies the contracting carrier or the first actual carrier of any material particular that would otherwise constitute a breach of either of the terms specified in subsection (1) of this section, the carrier may refuse to carry the goods, or undertake to carry them subject to such reasonable terms and conditions as he may require having regard to the circumstances of the case.

(3) Notwithstanding anything in section 7 of this Act, the provisions of this section apply, with the necessary modifications, to contracts of carriage between contracting carriers and actual carriers, and between actual carriers, subject to any express term in the contract."

Section 18 of the Act in respect of actions against carriers provides:

**"18. Notice of claim of damage or partial loss to be given within 30 days—**(1) Subject to the succeeding provisions of this section, and except in the case of fraud by the carrier, no action may be brought against a contracting carrier for damage to or partial loss of goods occurring while he is responsible for them under this Act unless written notice giving reasonable particulars of the alleged damage or partial loss is given, in accordance with subsection (3) of this section, within 30 days after the date on which, in accordance with section 9 of this Act, the carrier's responsibility for the goods ceased.

(2) Subject to the succeeding provisions of this section, and except in the case of fraud by the actual carrier, no action may be brought by the contracting carrier against an actual carrier for damage to or partial loss of goods occurring while the actual carrier is responsible for them under this Act unless the contracting carrier, within 10 days after receiving notice of a claim under subsection (1) of this section, notifies the actual carrier of that claim.

(3) No notice is required if it is apparent from all the circumstances of the case that the carrier is or ought to be aware of the damage or partial loss.

(4) Notice for the purpose of subsection (1) of this section shall be given—

- (a) Where the contract was performed entirely by the contracting carrier, to that carrier; or
- (b) Where the contract was not performed entirely by the contracting carrier, to—
  - (i) The actual carrier or, as the case may require, the last actual carrier; and
  - (ii) The contracting carrier, unless (where notice of the claim is to be given by the consignee) the identity of the contracting carrier is unknown to the consignee."

**3. Declared Value Risk Rates—**(a) The rate for carriage of goods at declared value risk pursuant to the Carriage of Goods Act 1979 shall be the limited carriers risk rate for the carriage of the goods, together with an additional amount of one percent of the declared value of the goods in excess of \$500.

(b) In respect of any carriage of goods other than a carriage of goods at owners risk where it is desired that the limit of liability be less than \$500, then and in such case the goods may be carried pursuant to a contract for carriage on declared terms within the meaning of and subject to the provisions of the Act.

**4. Carriage at Owners Risk Rates—**Where in these Scales of Charges it is provided that the rates are "at limited carrier's risk" and will be reduced by 2 percent where consignors require that the consignment be carried at "owner's risk", such reduction is subject to the consignor complying in all respects with the provisions of subsection (5) of section 8 of the Act.

**5. Consequential losses—**It is a condition of every contract of carriage by the department in respect of all its services that the department is not liable for any consequential losses arising out of or in respect of any such contract and any liability specified in paragraphs (b) and (c) of the subsection (2) of section 15 of the Act is hereby expressly excluded.

#### 111. Sale of Goods

1. Whenever any goods are sold under any of the provisions of this Scale of Charges the proceeds of such sale shall be applied in payment of any sums payable in respect of any such goods and the expense of selling the same, and the balance (if any) remaining after such payment shall be paid to the owner on application.

#### 112. Consignment Notes and Other Documents

All consignment notes and other documents relating to the carriage of goods shall, notwithstanding the terms thereof on and after the 1st day of June 1980, be issued subject to the provisions of the Carriage of Goods Act 1979. All references to the Sea Carriage of Goods Act 1940 and the provisions thereof in any such consignment notes or other documents shall be deemed to be a reference to the Carriage of Goods Act 1979 and to the appropriate provisions of that Act.