

**20.6 Actions against carriers**

Section 18 of the Carriage of Goods Act 1979 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 (4) 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.”

**20.7 “Declared value risk” rates**

**20.7.1 Declared value over \$500:** The rate for carriage of goods at “declared value risk” pursuant to the Carriage of Goods Act 1979 shall be the “limited carrier's 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.

**20.7.2 Declared value under \$500:** In respect of any carriage of goods other than a carriage of goods at “owner's 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 Carriage of Goods Act 1979.

**20.8 Carriage at “owner's risk” rates**

Where in this General Scale 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 Carriage of Goods Act 1979.

**20.9 Consequential losses**

It is a condition of every contract of carriage by the Corporation in respect of all its services that the Corporation 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 subsection (2) of section 15 of the Carriage of Goods Act 1979 is hereby expressly excluded.

**20.10 Inspection of goods**

**20.10.1 Right of Corporation:** The Corporation reserves the right to inspect any goods before receipt or while the goods are in its custody, and for this purpose to call upon the owner to open any package for inspection at the expense of the owner.

**20.10.2 Failure to inspect:** Failure to inspect any goods or the acceptance of any goods improperly or insufficiently packed shall not impose upon the Corporation any liability for loss or damage arising from such failure or such improper or insufficient packing or otherwise, or in any way affect any warranty given in respect of such goods.

**20.11 Sale of goods**

Whenever any goods are sold under any of the provisions of this General 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.

**20.12 Consignment notes and other documents**

**20.12.1 Carriage of Goods Act 1979:** All consignment notes and other documents relating to the carriage of goods shall, notwithstanding the terms thereof 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. All reference to the Government Railways Act 1949 in all such consignments notes and other documents after the 1st day of April 1982 shall be deemed to be a reference to the New Zealand Railways Corporation Act 1981 and to the appropriate provisions thereof.

**20.12.2 General condition in written contracts:** It is a condition of every written contract of carriage of goods hereunder which complies with the Carriage of Goods Act 1979 that the terms of the written contract prevail over any terms in any consignment note relating to those goods which are inconsistent with that written contract.

**20.12.3 Special rate of charges for understatements:** Where any consignment note, waybill, or other document required to be delivered in respect of any goods delivered for carriage by the Corporation there is any understatement of the quantity, weight, measurement, or value of the goods, or any misdescription of their nature, which, if undetected, might lead to their being charged for at less than the proper rate; then in lieu of charges at the ordinary rate, and whether the understatement or misdescription is wilful or not, there shall be payable in respect of all the goods referred to in such document double the ordinary rate of charges on the whole consignment, and these charges shall be payable irrespective of any fine that may be incurred under subsection (1) of section 25 of the New Zealand Railways Corporation Act 1981.

**20.13 Acceptance of goods**

**20.13.1 Corporation's option to accept goods:** Goods are accepted for carriage subject to the provisions of the Carriage of Goods Act 1979. Goods tendered to the Corporation for storage