

20.8 Liabilities of Corporation

The Corporation shall not be liable for any loss of or damage or delay to an goods otherwise than in accordance with the provisions of the Carriage of Goods Act 1979 and of the terms and conditions made pursuant to the New Zealand Railways Corporation Act 1981.

20.8.1 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.

20.8.2 Exemptions from liability: The Corporation is exempt from liability for any loss of or damage to or in connection with any goods—

- (i) Where goods are loaded, unloaded, secured, covered, or tallied at any place by persons other than employees of the Corporation; or
- (ii) In respect of goods held or stored by the Corporation as a warehouseman; or
- (iii) In respect of loss of or of damage or delay to goods while in the possession, custody, or control of any carrier other than the Corporation, or of any Harbour Board, warehouseman, or other person during transit; or
- (iv) In respect of goods consigned to or forwarded from a station where there is no stationmaster—

provided however that where such goods have been accepted for carriage at the option of the Corporation “at limited carriers risk” or “at declared value risk” the Corporation is liable to the extent of either the limited carriers risk or of the declared value risk only.

20.8.3 Limitation of liability: No person shall be entitled to recover from the Corporation or any employee, or from any agent of the Corporation for the purposes of the New Zealand Railways Corporation Act 1981, for any loss of or damage to or in connection with any goods for any greater amount than \$500 or the amount of “the declared value” of the goods as provided for in the Carriage of Goods Act 1979.

20.9 Acceptance of goods

20.9.1 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 shall be accepted only upon the express condition that the goods are warranted to be fit to be stored in the condition in which they are handed to the Corporation and not to be of a dangerous character. The Corporation may refuse to accept any goods for carriage.

20.9.2 Kinds of carriage: Except as otherwise provided in and without limiting the provisions of this General Scale of Charges, the Corporation will not accept for carriage goods mentioned in subparagraphs (i), (iii), and (iv) of clause 20.9.1, and in clauses 21.1.1, 33.3.3, and 59.1 unless such goods are consigned at either “owners risk” or “on declared terms” in accordance with the provisions of the Carriage of Goods Act 1979.

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 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.