

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 Packing

20.13.1 Packing of goods: Where goods are described as "packed" it is intended that they shall be properly and securely packed in cases, casks, crates, or otherwise, for safe transit by rail in the manner in which such goods are usually packed in the trade. The Corporation reserves the right to decide whether any goods are packed within the meaning of this clause.

20.13.2 Insecure packing: The Corporation may decline to accept broken, damaged, leaky, defective, insecure, insufficient or improper packages or containers.

20.14 Nature of goods

20.14.1 Extra charge: In any case where the nature or condition of any goods is such as to require the payment by the Corporation either of a special wage rate exceeding the ruling rates of pay, or of special allowance in addition to the ruling rates of pay, for the handling, sorting, or carriage of such goods, then in addition to the charges that would ordinarily be payable to the Corporation there shall be payable the extra cost incurred by the Corporation as a result of the payment of the aforesaid special rate or, as the case may be, special allowance.

20.14.2 Cost in lieu of charges: In any case where the nature or condition of any goods is such that the charges prescribed are insufficient to meet the cost incurred by the Corporation in the receipt, sorting, handling, crantage, or delivery of the goods, the cost so incurred by the Corporation will be payable in lieu of the charges prescribed.

20.14.3 Perishable goods: Fruit, vegetables, fish, meat, and other goods which become, while still in the custody of the Corporation, offensive through putrefaction or other cause may be buried or otherwise disposed of by the Corporation without prejudice to the right of the Corporation to recover railage or other charges that may be payable thereon, and any such goods so dealt with shall be deemed to have been delivered to the consignee.

20.14.4 Hazardous goods: Poisonous, dangerous, or injurious substances may be refused for carriage unless securely packed. Without limiting the right of the Corporation to refuse to accept any goods for carriage, hazardous substances or dangerous goods will only be accepted for carriage subject to the completion of a dangerous goods declaration as prescribed from time to time by the General Manager of the Corporation.

20.15 Time of acceptance

20.15.1 Working hours: Except as otherwise provided, working hours shall be deemed to be between 0800 hours and 1700 hours Monday to Friday inclusive. Sundays and other days on which goods sheds are closed for the whole day shall be treated as *dies non*.

20.15.2 Holidays: Except where inconsistent with the context or otherwise specially provided, the following days or any day declared by the General Manager of the Corporation to be a public holiday and publicly notified as such, shall be public holidays;

New Year's Day,

Good Friday,

Easter Monday,

Anzac Day,

Sovereign's Birthday,

Labour Day,

Christmas Day,

Boxing Day,

Provincial Anniversary Day: the day so recognised in each provincial district.