20.16 Delivery

- **20.16.1 Delivery not taken:** Goods which have arrived at destination and are not taken delivery of in terms of the Carriage of Goods Act 1979 are thereafter held by the Corporation at the sole risk, in all respects, of the owner.
- 20.16.2 Responsibility of Corporation: The Corporation shall not be responsible for the delivery of goods by any particular or specified service or time, or in time for any particular market or sale (whether held daily or at intervals or otherwise), show, or exhibition.
- 20.16.3 Wharf sorting: Where goods for delivery to different consignees or destinations are delivered to the Corporation, from any vessel at any wharf in such a condition that the goods require to be sorted, before delivery to the various consignees or destinations can be effected, such goods shall be carried to the nearest station or place at which the Corporation provides labour and facilities for the sorting of cargo, will be there sorted, and carried thence to destination. In addition to any other charges, which may be payable in respect of such goods, there shall be payable charges for the carriage of such goods from the wharf at which they are received to their destination via the station or place at which the goods are sorted.

20.17 Cartage

Where cartage, collection, or delivery is undertaken by the Corporation, either itself or by a contractor for the purpose, any package exceeding the maximum weight or measurement as follows shall be carted by the Corporation only at its option and under special agreement which may provide, *inter alia*, for special charges for such cartage:

- 20.17.1 In the case of cartage by a contractor, or in any other case where the maximum is specified, as may be specified in the contract or in such other specifications.
- 20.17.2 In all other cases, 500 kilograms by weight or 2.5 cubic metres by measurement.

20.18 Fractional parts

- 20.18.1 Except where otherwise provided, in computing charges, fractions of one cent less than a half a cent in the final result shall be omitted; and half a cent or more in the final result shall be taken as one cent.
- 20.18.2 Where charges are prescribed to be increased or decreased and a fraction of one cent occurs in the charge as so increased or decreased, such fractions shall if less than half a cent, be omitted; and if half a cent or over shall be taken as one cent.
- 20.18.3 In computing charges at tonne rates, weights of less than ten kilograms shall be taken as ten kilograms.
- 20.18.4 In computing distance related charges, fractions of a kilometre amounting to 100 metres and over shall be taken as an additional kilometre; and fractions of less than 100 metres shall be omitted.
- 20.18.5 In computing measurement, the cubic content of any package shall be calculated accurately and the final result shall be rounded up to an accuracy of two decimal places.

20.19 Quotations

The Corporation shall not be responsible for quotations of rates or conditions of carriage, or particulars of freight charges given verbally or by telephone, unless confirmed in writing.

21. CONDITIONS OF CARRIAGE OF GOODS BY RAIL

21.1 Unmanned stations or sidings

- **21.1.1** Acceptance and delivery at private sidings and unattended stations: The Corporation shall not accept goods consigned to or from private sidings and unattended stations unless the goods are consigned at either "owner's risk" or on "declared terms" in accordance with the provisions of the Carriage of Goods Act 1979.
- 21.1.2 Charges to be prepaid: Freight on goods consigned to a station or a siding where there is no stationmaster in charge must be prepaid unless the consignee has a ledger account with the Corporation.
- 21.1.3 Hazardous goods: Hazardous goods shall not be accepted at, or delivered to, a station or a siding where there is no stationmaster in charge unless by special arrangement with the Corporation.

21.2 Diversion of wagons in transit

A diversion charge of \$16.00 for each four wheeled wagon and \$32.00 for each bogie wagon shall be made where the destination of wagon loads of goods or livestock is altered by the consignor or consignee while the wagon is in transit.

21.3 Damage to wagons, etc.

Consignors should make good all damage to wagons, tarpaulins, or goods caused by or arising out of the absence of packing or out of consignments being tendered for transit in broken, damaged, leaky, defective, insecure, or improper packages or containers.

21.4 Wagon supply

Notices for the supply of wagons given by persons intending to consign goods or livestock will be accepted for fulfillment conditionally only upon its being found convenient to the Corporation to supply the wagons upon the due date. The Corporation shall not be responsible for any loss or damage arising through failure from any cause to have wagons available by any particular date or train.