

Carriage of Goods Act 1979	Contract and Commercial Law Act 2017, Part 5 – Other Commercial Matters, Subpart 1 Carriage of Goods
<p>1 Short Title and commencement</p> <p>(1) This Act may be cited as the Carriage of Goods Act 1979.</p> <p>(2) This Act shall come into force on 1 June 1980.</p>	<p>1 Title</p> <p>This Act is the Contract and Commercial Law Act 2017.</p> <p>2 Commencement</p> <p>This Act comes into force immediately after the expiry of the 6-month period that starts on the date of Royal assent.</p> <p>Note: date of assent was 1 March 2017 and the Act comes into force on 1 September 2017.</p>
	<p>241 Overview</p> <p>(1) This subpart provides for the liability of carriers for the loss of or damage to goods carried within New Zealand as follows:</p> <ul style="list-style-type: none"> (a) sections 242 to 247 determine that the subpart governs liability in relation to the domestic carriage of goods (other than postal services and other specified exceptions), contain definitions, and determine when contracting out is permitted: (b) sections 248 to 260 set the core principles for that liability by— <ul style="list-style-type: none"> (i) dividing contracts of carriage of goods into 4 kinds of contract for liability purposes (with the default position being that carriers have limited liability up to a statutory cap): (ii) determining when a carrier is responsible for goods for liability purposes: (iii) setting statutory caps and exclusions from liability: (c) sections 261 to 273 set out additional rules for the liability of carriers, including— <ul style="list-style-type: none"> (i) providing for the liability of actual carriers to contracting carriers and how that liability is apportioned between actual carriers (see sections 261 to 265): (ii) implying into every contract of carriage a statutory warranty by contracting parties as to the condition of the goods, including that the goods are fit to be carried and stored in accordance with the contract (see section 273): (d) sections 274 to 281 set notice requirements, and a 12-month limitation period, for bringing proceedings against carriers: (e) sections 282 to 292 provide for the rights of carriers to sue to recover amounts of freight payable and exercise liens over goods: (f) sections 293 to 295 contain miscellaneous provisions. <p>(2) This section is only a guide to the general scheme and effect of this subpart.</p>
<p>2 Interpretation</p> <p>In this Act, unless the context otherwise requires,—</p> <p>actual carrier, in relation to the carriage of any goods, means every carrier who, at any material time, is or was in possession of the goods, or of any container, package, pallet, item of baggage, or any other thing in or on which the goods are or were believed by him to be, for the purpose of performing the carriage or any stage of it or any incidental service; and includes the contracting carrier where he performs any part of the carriage</p> <p>carriage includes any incidental service; and carry has a corresponding meaning</p> <p>carrier means a person who, in the ordinary course of his business, carries or procures to be carried goods owned by any other person, whether or not as an incident of the carriage of passengers; and, except in sections 21 to 24, includes a person who, in the ordinary course of his business, performs or procures to be performed any incidental service in respect of any such goods</p> <p>checked baggage means baggage, personal effects, or other articles, checked or registered with the carrier, or put in any place at the carrier's direction, or in any other way handed over to and accepted by the carrier (whether or not a check or form of receipt is issued), as baggage intended to be carried incidental to a contract for carriage of a passenger</p> <p>contract of carriage means a contract for the carriage of goods</p> <p>contracting carrier, in relation to a contract of carriage, means the carrier who, whether as a principal or as the agent of any other carrier, enters or has entered into the contract with the contracting party</p> <p>contracting party, in relation to a contract of carriage, means the consignor or (as the case may require) the consignee of the goods who enters or has entered into the contract with the contracting carrier</p> <p>court means any court of competent jurisdiction</p> <p>goods means goods, baggage, and chattels of any description; and includes animals and plants; and also includes money, documents, and all other things of value</p>	<p>246 Interpretation</p> <p>In this subpart, unless the context otherwise requires,—</p> <p>actual carrier,—</p> <ul style="list-style-type: none"> (a) in relation to the carriage of any goods, means every carrier who, at any material time, is or was in possession of the following for the purpose of performing the carriage, any stage of the carriage, or any incidental service: <ul style="list-style-type: none"> (i) the goods; or (ii) any container, package, pallet, item of baggage, or any other thing in or on which the goods are or were believed by the carrier to be; and (b) includes the contracting carrier if that person performs any part of the carriage <p>carriage includes any incidental service.</p> <p>carrier—</p> <ul style="list-style-type: none"> (a) means a person who, in the ordinary course of the person's business, carries or procures to be carried goods that are owned by any other person (whether or not the carriage is incidental to the carriage of passengers); and (b) except in sections 283 to 289, includes a person who, in the ordinary course of the person's business, performs or procures to be performed any incidental service in respect of any of those goods. <p>checked baggage means baggage, personal effects, or other articles, checked or registered with the carrier, put in any place at the carrier's direction, or in any other way handed over to and accepted by the carrier (whether or not a check or form of receipt is issued) as baggage intended to be carried incidental to a contract for carriage of a passenger</p> <p>contract of carriage means a contract for the carriage of goods.</p> <p>contracting carrier, in relation to a contract of carriage, means the carrier who, whether as a principal or as the agent of any other carrier, enters or has entered into the contract with the contracting party.</p>

<p>hand baggage means baggage, personal effects, or other articles, not being checked baggage</p> <p>incidental service, in relation to any goods, means any service (such as that performed by consolidators, packers, stevedores, and warehousemen) the performance of which is to be or is undertaken to facilitate the carriage of the goods pursuant to a contract of carriage</p> <p>international carriage,—</p> <p>(a) in relation to the carriage of goods by air, means carriage in which, according to the contract of carriage, the place of departure and the place of destination (whether or not there is a break in the carriage or a transshipment) are within the territories of 2 countries, or within the territory of a single country if there is an agreed stopping place within the territory of another country:</p> <p>(b) in relation to the carriage of goods by sea, means carriage from any port in New Zealand to any port outside New Zealand, or to any port in New Zealand from any port outside New Zealand, commencing when the goods are loaded onto a ship and ending when they are discharged from a ship</p> <p>loss, in relation to any goods, includes the non-delivery or destruction of the goods</p> <p>passenger means a person carried pursuant to a contract of carriage of that person</p> <p>ship means any vessel used for the carriage of goods by sea.</p>	<p>contracting party, in relation to a contract of carriage, means the consignor or (as the case may require) the consignee of the goods who enters or has entered into the contract with the contracting carrier.</p> <p>court means any court of competent jurisdiction.</p> <p>goods—</p> <p>(a) means goods, baggage, and chattels of any description; and</p> <p>(b) includes—</p> <p>(i) animals and plants; and</p> <p>(ii) money, documents, and all other things of value.</p> <p>hand baggage means baggage, personal effects, or other articles, but excludes checked baggage.</p> <p>incidental service, in relation to any goods, means a service performed, or to be performed, to facilitate the carriage of the goods under a contract of carriage (for example, services performed by consolidators, packers, stevedores, and warehouse workers).</p> <p>international carriage,—</p> <p>(a) in relation to the carriage of goods by air, means carriage in which, according to the contract of carriage and whether or not there is a break in the carriage or a transshipment,—</p> <p>(i) the place of departure is in the territory of one country and the place of destination is in the territory of another country; or</p> <p>(ii) the place of departure and the place of destination are both within the territory of a single country but there is an agreed stopping place within the territory of another country:</p> <p>(b) in relation to the carriage of goods by sea, means carriage from any port in New Zealand to any port outside New Zealand, or to any port in New Zealand from any port outside New Zealand, commencing when the goods are loaded onto a ship and ending when they are discharged from a ship.</p> <p>loss, in relation to any goods, includes the non-delivery or destruction of the goods.</p> <p>passenger means a person carried under a contract of carriage of that person.</p> <p>ship means any vessel used for the carriage of goods by sea.</p>
<p>3 Meaning of unit of goods</p> <p>(1) In this Act, unless the context otherwise requires, unit of goods or unit,—</p> <p>(a) in relation to bulk cargo, means the customary freight unit; that is, the unit of bulk, weight, or measurement upon which the freight for that type of cargo is customarily computed or adjusted:</p> <p>(b) provided that, where the freight payable under a contract of carriage is computed or adjusted upon a specified unit of bulk, weight, or measurement, references in this Act to unit of goods or unit shall be deemed, for the purposes of the carriage of goods pursuant to that contract, to be references to that specified unit:</p> <p>(c) in relation to goods contained in a container, means the container load of goods; and includes, where the container is provided by the contracting party, the container:</p> <p>(d) in relation to goods loaded on a pallet, means the pallet load of goods; and includes, where the pallet is provided by the contracting party, the pallet:</p> <p>(e) in relation to goods contained in a package that is not contained in a larger package or in a container, nor loaded on a pallet, means the package of goods:</p> <p>(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:</p> <p>(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:</p> <p>(h) in relation to baggage, means each item of baggage.</p> <p>(2) For the purpose of determining the limit of the liability of any carrier, the limit of liability prescribed by section 15 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 1 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.</p>	<p>247 Meaning of unit of goods</p> <p>(1) In this subpart, unless the context otherwise requires, unit of goods or unit,—</p> <p>(a) in relation to bulk cargo, means the customary freight unit; that is, the unit of measurement on which the freight for that type of cargo is customarily computed or adjusted (subject to subsection (2)):</p> <p>(b) in relation to goods contained in a container,—</p> <p>(i) means the container load of goods; and</p> <p>(ii) includes the container if the container is provided by the contracting party:</p> <p>(c) in relation to goods loaded on a pallet,—</p> <p>(i) means the pallet load of goods; and</p> <p>(ii) includes the pallet if the pallet is provided by the contracting party:</p> <p>(d) in relation to goods contained in a package that is not contained in a larger package or in a container, nor loaded on a pallet, means the package of goods:</p> <p>(e) in relation to goods that are unitised for the purposes of carriage in any manner not referred to in any of paragraphs (a) to (d) or in subsection (2), means that unit of goods:</p> <p>(f) in relation to goods (other than baggage) not referred to in any of paragraphs (a) to (e) or in subsection (2), means each item of the goods:</p> <p>(g) in relation to baggage, means each item of baggage.</p> <p>(2) For the purposes of subsection (1)(a), if the freight payable under a contract of carriage is computed or adjusted on a specified unit of bulk, weight or measurement, references in this subpart to a unit of goods or unit must be treated, for the purposes of the carriage of goods under that contract, as references to that specified unit.</p> <p>(3) <i>See also</i> section 259(4) (which provides for which unit of goods must be counted for the purposes of determining the limit of a carrier's liability).</p> <p>259 Carrier's liability limited to \$2000 for each unit of goods or to declared value</p> <p>(4) The reference to each unit of goods in subsection (2) is to each unit of goods as accepted for carriage by the actual carrier or (if the carriage is undertaken by more than 1 carrier) the first actual carrier (whether or not the unit that is accepted is subsequently packed, repackaged or unpacked, or otherwise aggregated with or segregated from any other goods, at any stage of the carriage).</p>

<p>4 Act to bind Crown</p> <p>(1) Subject to subsection (2), this Act binds the Crown.</p> <p>(2) Nothing in this Act applies to—</p> <p>(a) the carriage of goods by the New Zealand Defence Force or the Ministry of Defence, except for the purpose of providing a public service in New Zealand or elsewhere for payment (other than payment by or on behalf of the military authorities of any other State).</p> <p>(b) [Repealed]</p>	<p>8 Act binds the Crown</p> <p>(1) This Act binds the Crown:</p> <p>(2) However, the following do not bind the Crown</p> <p>(a) subpart 2 of Part 5 (mercantile agents):</p> <p>(b) subpart 4 if Part 5 (power for shipowner to enter and land goods, and lien for freight).</p>
<p>5 Application of Act</p> <p>(1) Subject to subsections (4) and (4A) and to section 4, this Act applies to every carriage of goods, not being international carriage, performed or to be performed by a carrier pursuant to a contract entered into after the commencement of this Act, whether the carriage is by land, water, or air, or by more than 1 of those modes.</p> <p>(2) Subject to subsection (1), this Act applies to every carriage of goods whether the carriage is or is not incidental to the carriage of passengers.</p> <p>(3) Subject to subsection (1), this Act applies to every carriage by air or by water whether or not the aircraft or ship by which the carriage takes place is at the same time also engaged in international carriage.</p> <p>(4) This Act does not apply to any carriage by air performed as part of an air transport service for the carriage of passengers operated by any club that is affiliated with the Royal New Zealand Aero Club (Incorporated), if the carriage is performed in an aircraft owned or hired by the club, and if all persons carried on the aircraft, whether as crew or passengers, are members of the club with full rights of membership: provided that the provisions of this subsection do not apply in any case where any such passenger is not carried by reason of the fact that he is a member of the club but for the purpose of carrying out a function not related to his membership.</p> <p>(4A) This Act does not apply to the carriage of letters by a postal operator, whether by the postal operator's agents or otherwise.</p> <p>(4B) For the purposes of subsection (4A), the terms postal operator and letter have the same meaning as they have in the Postal Services Act 1998.</p> <p>(5) [Repealed]</p>	<p>242 This subpart applies to carriage of goods by carrier under contract</p> <p>(1) This subpart applies to every carriage of goods performed or to be performed by a carrier under a contract.</p> <p>(2) Subsection (1) applies—</p> <p>(a) whether the carriage is by land, water, or air (or by more than 1 of those modes); and</p> <p>(b) whether or not the carriage is incidental to the carriage of passengers.</p> <p>(3) This section is subject to section 243.</p> <p>243 This subpart does not apply to international carriage, to postal services, or in certain other cases</p> <p>(1) This subpart does not apply to—</p> <p>(a) international carriage:</p> <p>(b) the carriage of letters by a postal operator, whether by the postal operator's agents or otherwise:</p> <p>(c) the carriage of goods by the New Zealand Defence Force or the Ministry of Defence, except for the purpose of providing a public service in New Zealand or elsewhere for payment:</p> <p>(d) any carriage by air that is performed as part of an air transport service for the carriage of passengers and is operated by any club that is affiliated with the Royal New Zealand Aero Club Incorporated (the club) if—</p> <p>(i) the carriage is performed in an aircraft owned or hired by the club; and</p> <p>(ii) all persons carried on the aircraft, whether as crew or passengers, are members of the club with full rights of membership.</p> <p>(2) If an aircraft or a ship is engaged in both international carriage and other carriage of goods at the same time, subsection (1)(a) does not prevent this subpart applying to the carriage that is not international carriage.</p> <p>(3) If a passenger (A) is carried for the purpose of carrying out a function not related to A's membership of the club, subsection (1)(d) does not prevent this subpart from applying to the carriage by air that is performed as part of the air transport service for the carriage of A.</p> <p>(4) In this section,—</p> <p>letter has the same meaning as in section 2(1) of the Postal Services Act 1998.</p> <p>payment does not include payment by or on behalf of the military authorities of any other State other than New Zealand.</p> <p>postal operator has the same meaning as in section 2(1) of the Postal Services Act 1998.</p>
<p>6 Other remedies affected</p> <p>Notwithstanding any rule of law to the contrary, no carrier shall be liable as such, whether in tort or otherwise, and whether personally or vicariously, for the loss of or damage to any goods carried by him except—</p> <p>(a) in accordance with the terms of the contract of carriage and the provisions of this Act; or</p> <p>(b) where he intentionally causes the loss or damage.</p>	<p>244 Other remedies affected</p> <p>Despite any rule of law to the contrary, a carrier is not liable in its capacity as a carrier, whether in tort or otherwise, and whether personally or vicariously, for the loss of or damage to any goods carried by the carrier except—</p> <p>(a) in accordance with the terms of the contract of carriage and the provisions of this subpart; or</p> <p>(b) where the carrier intentionally causes the loss or damage.</p>
<p>7 Contracting out</p> <p>The parties to a contract of carriage are free to make their own terms in respect of any matter to which any of sections 10, and 18 to 27 apply; and, where they do so, the relevant section or sections shall, in relation to that matter, have effect subject to those express terms.</p>	<p>245 Contracting out permitted for some matters</p> <p>If the parties to a contract of carriage expressly provide for any matter to which any of the following sections apply, those sections have effect subject to the express terms:</p> <p>(a) if the contract is for carriage at owner's risk or for carriage on declared terms, sections 257 and 258 (which relate to when the responsibility of the contracting carrier for goods begins and ends):</p> <p>(b) sections 261 to 265 (which relate to the liability of the actual carrier to the contracting carrier):</p> <p>(c) if the contract of carriage is between a contracting carrier and an actual carrier or between actual carriers, section 273 (which provides a statutory warranty as to the condition of goods):</p> <p>(d) sections 274 to 281 (which relate to the notice, limitation, and other matters relating to proceedings against carriers):</p> <p>(e) sections 282 to 292 (which relate to the rights of carriers, including the right to sue for freight and dispose of</p>

	<p>certain goods carried).</p> <p>282 Contracting out permitted on rights of carriers Sections 283 to 292 have effect subject to s 245 (which permits contracting out for some matters).</p>
<p>8 Kinds of contract of carriage</p> <p>(1) For the purpose of determining upon whom liability for the loss of or damage to any goods is to fall, every contract of carriage shall be one of the following kinds:</p> <p>(a) a contract for carriage at owner's risk, under which the carrier shall not be liable for the loss of or damage to any goods, except where the loss or damage is intentionally caused by the carrier:</p> <p>(b) a contract for carriage at limited carrier's risk, under which the carrier shall be liable for the loss of or damage to any goods in accordance with sections 9, 14, and 15:</p> <p>(c) a contract for carriage at declared value risk, under which the carrier shall be liable for the loss of or damage to any goods up to an amount specified in the contract and otherwise in accordance with sections 9, 14, and 15:</p> <p>(d) a contract for carriage on declared terms, under which the carrier shall be liable for the loss of or damage to any goods in accordance with the specific terms of the contract.</p> <p>(2) Subject to the succeeding provisions of this section, where in any contract of carriage the term "at owner's risk" or the term "at limited carrier's risk" or the term "at declared value risk" or the term "on declared terms" is used, the contract shall be deemed for the purposes of this Act to be one to which paragraph (a) or paragraph (b) or paragraph (c) or paragraph (d) (as the case may require) of subsection (1) applies.</p> <p>(3) Subject to the succeeding provisions of this section, the kind of contract of carriage to be entered into in a particular case is a matter for agreement between the parties.</p> <p>(4) Where the contract does not purport to be of a particular kind, it shall be deemed for the purposes of this Act to be a contract for carriage at limited carrier's risk.</p> <p>(5) No contract of carriage purporting to be a contract for carriage at owner's risk shall have effect as such (but instead shall have effect as a contract for carriage at limited carrier's risk) unless—</p> <p>(a) the contract is—</p> <p>(i) in writing; and</p> <p>(ii) expressed to be at owner's risk; and</p> <p>(iii) signed by the parties or their agents; or</p> <p>(b) before, or at the time when, the goods are accepted for carriage, the contracting party or his agent signs a statement in the following terms:</p> <p>(c) "These goods are to be carried at owner's risk. This means that the carrier will pay no compensation if the goods are lost or damaged, unless he intentionally loses or damages them."</p> <p>(d) For the purposes of this paragraph, that statement may be included in the consignment note or any other document relating to the carriage, but in that case the statement shall be conspicuous and shall be separately signed by the contracting party or his agent.</p> <p>(6) No contract of carriage purporting to be a contract at declared value risk shall have effect as such (but instead shall have effect as a contract for carriage at limited carrier's risk) unless the contract is in writing.</p> <p>(7) No contract of carriage purporting to be a contract for carriage on declared terms shall have effect as such (but instead shall have effect as a contract for carriage at limited carrier's risk) unless the contract is—</p> <p>(a) freely negotiated between the parties; and</p> <p>(b) in writing; and</p> <p>(c) signed by the parties or their agents.</p> <p>(8) Where, in any proceeding, the question of whether any contract of carriage was or was not freely negotiated is in issue, the court in determining that question shall have regard to the following matters:</p> <p>(a) the respective bargaining strengths of the parties;</p> <p>(b) the course of dealing between the parties in respect of the particular transaction in question, and any other transactions between them;</p> <p>(c) the value of the transaction;</p> <p>(d) any extraordinary features of the goods to be carried or the route over which they are to be carried;</p> <p>(e) any other matters that the court considers may properly be taken into account,— and either party may adduce evidence relating to any such matter.</p> <p>(9) No contract of carriage at owner's risk or at declared value risk shall have effect as such (but instead shall have effect</p>	<p>248 Liability depends on kind of contract of carriage</p> <p>(1) For the purposes of this subpart, each contract of carriage is one of the following kinds, as determined by section 249:</p> <p>(a) a contract for carriage at owner's risk:</p> <p>(b) a contract for carriage at declared value risk:</p> <p>(c) a contract for carriage on declared terms:</p> <p>(d) a contract for carriage at limited carrier's risk.</p> <p>(2) The liability of a carrier for loss or damage to goods under a contract of carriage is determined by the kind of contract as follows:</p> <p>(a) under a contract for carriage at owner's risk, the carrier is not liable for the loss of or damage to any goods, except where the loss or damage is intentionally caused by the carrier:</p> <p>(b) under a contract for carriage at declared value risk, the carrier is liable for the loss of or damage to any goods up to an amount specified in the contract and otherwise in accordance with sections 256 to 260:</p> <p>(c) under a contract for carriage on declared terms, the carrier is liable for the loss of or damage to any goods in accordance with the specific terms of the contract:</p> <p>(d) under a contract for carriage at limited carrier's risk, the carrier is liable for the loss of or damage to any goods in accordance with sections 256 to 260.</p> <p>249 Particular kind of contract of carriage is matter for agreement subject to meeting requirements for that kind</p> <p>(1) A contract of carriage is a particular kind of contract referred to in section 248 if—</p> <p>(a) it uses the term for that kind of contract referred to in section 248(1);</p> <p>(b) it meets the requirements that apply to that kind of contract under sections 250 to 253.</p> <p>(2) The kind of contract of carriage to be entered into in a particular case is a matter of agreement between the parties.</p> <p>(3) However,—</p> <p>(a) a contract of carriage that does not purport to be of a particular kind is a contract for carriage at limited carrier's risk:</p> <p>(b) a contract of carriage that purports to be of a particular kind but does not meet the requirements that apply to that kind under sections 248 to 253 is instead a contract for carriage at limited carrier's risk.</p> <p>250 Requirements for contract for carriage at owner's risk</p> <p>(1) A contract can be a contract for carriage at owner's risk only if—</p> <p>(a) either—</p> <p>(i) the contract is in writing, is expressed to be at owner's risk, and is signed by the parties or their agents; or</p> <p>(ii) before, or at the time when, the goods are accepted for carriage, the contracting party or the party's agent signs the following statement:</p> <p>"These goods are to be carried at owner's risk. This means that the carrier will pay no compensation if the goods are lost or damaged, unless the carrier intentionally loses or damages them."; and</p> <p>(b) the requirement in section 523 is met.</p> <p>(2) For the purposes of subsection (1)(a)(ii), the statement may be included in the consignment note or in any other document relating to the carriage, but in that case the statement must be prominent and must be separately signed by the contracting party or the party's agent.</p> <p>251 Requirements for contract for carriage at declared value risk A contract can be a contract for carriage at declared value risk only if—</p> <p>(a) the contract is in writing; and</p> <p>(b) the requirement in section 253 is met.</p> <p>252 Requirements for contract for carriage on declared terms</p> <p>(1) A contract can be a contract for carriage on declared terms only if the contract —</p> <p>(a) Is freely negotiated between the parties; and</p>

<p>as a contract for carriage at limited carrier's risk) unless the amount by which the freight charged by the contracting carrier under the contract differs from the amount that he would have charged for the same carriage at limited carrier's risk is fair and reasonable, having regard to the difference in the risk actually undertaken by the carrier and the risk that he would have undertaken if the carriage had been at limited carrier's risk.</p> <p>(10) For the purposes of subsection (9), any rate of freight prescribed by or under any enactment in respect of any mode of carriage pursuant to any kind of contract of carriage shall be deemed to be a fair and reasonable rate to charge for such carriage.</p> <p>(11) Any contract of carriage entered into by a contracting carrier with an actual carrier, or between actual carriers, may be of any kind, regardless of the kind of contract that subsists between the contracting carrier and the contracting party; but subsections (5) to (8) shall not apply in respect of any such contract.</p> <p>(12) The provisions of sections 9, 14, and 15 apply to contracts for carriage at limited carrier's risk and to contracts for carriage at declared value risk.</p> <p>(13) Sections 9(1), 14, and 15 do not apply to contracts for carriage at owner's risk or to contracts for carriage on declared terms.</p> <p>(14) Notwithstanding anything in section 7, the provisions of subsections (2) to (7) of section 9 apply to contracts for carriage at owner's risk and to contracts for carriage on declared terms, subject to any express term in the contract.</p>	<p>(b) Is in writing; and</p> <p>(c) Is signed by the parties or their agents.</p> <p>(2) If, in any proceeding, the question of whether a contract of carriage was or was not freely negotiated is in issue, the court in determining that question must have regard to the following matters:</p> <p>(a) the respective bargaining strengths of the parties;</p> <p>(b) the course of dealing between the parties in respect of the particular transaction in question, and any other transactions between them;</p> <p>(c) the value of the transaction;</p> <p>(d) any extraordinary features of the goods to be carried or the route over which the goods are to be carried;</p> <p>(e) any other matters that the court considers may properly be taken into account.</p> <p>(3) Either party may adduce evidence relating to any matter referred to in subsection (2).</p> <p>253 Difference between amounts charged must be fair and reasonable for contract at owner's risk or declared value risk</p> <p>(1) This section applies to a contract for carriage at owner's risk or at declared value risk.</p> <p>(2) The difference in amount between the freight charged by the contracting carrier under the contract and the amount that the carrier would have charged for the same carriage at limited carriers risk must be fair and reasonable.</p> <p>(3) For the purposes of determining when the difference is fair and reasonable,—</p> <p>(a) regard must be had to the difference in the risk actually undertaken by the carrier and the risk that the carrier would have undertaken if the carriage had been at limited carrier's risk; and</p> <p>(b) a rate of freight prescribed by or under any enactment for any mode of carriage pursuant to any kind of contract of carriage must be treated as being a fair and reasonable rate to charge for the carriage.</p> <p>254 Contract between contracting carrier and actual carrier or between actual carriers</p> <p>(1) A contract of carriage between a contracting carrier and an actual carrier, or between actual carriers, may be of any kind, regardless of the kind of contract that subsists between the contracting carrier and the contracting party.</p> <p>(2) Sections 250 to 252 do not apply in respect of any contract between a contracting carrier and an actual carrier or between actual carriers.</p> <p>255 Application of sections 256 to 258</p> <p>(1) Sections 256 to 258 apply to contracts for carriage at limited carrier's risk and to contracts for carriage at declared value risk.</p> <p>(2) In relation to contracts for carriage at owner's risk or to contracts for carriage on declared terms,—</p> <p>(a) section 256 does not apply;</p> <p>(b) sections 257 and 258 apply subject to any express term in the contract (see section 245).</p>
<p>9 Liability of contracting carrier</p> <p>(1) Subject to the other provisions of this Act, a contracting carrier is liable as such to the contracting party for the loss of or damage to any goods occurring while he is responsible for the goods in accordance with the succeeding provisions of this section, whether or not the loss or damage is caused wholly or partly by him or by any actual carrier.</p> <p>(2) The responsibility of the contracting carrier for goods begins when the goods are accepted for carriage in accordance with the contract.</p> <p>(3) Subject to subsection (4), the responsibility of the contracting carrier for goods ends—</p> <p>(a) in a case where the goods are to be delivered to the consignee,—</p> <p>(i) when they are tendered to the consignee in the manner expressed or implied in the contract; or</p> <p>(ii) where any amount by way of freight is due and payable to or on behalf of the contracting carrier at any time before, or at the time at which, the goods are to be tendered to the consignee under the contract and that amount has not been paid in full, when the contracting carrier or (as the case may require) the last actual carrier is capable of tendering the goods to the consignee in accordance with the contract and gives notice to any person liable to pay the amount or (as the case may require) the balance of the amount that he is so capable:</p> <p>(b) in a case where the goods are to be collected by the consignee,—</p> <p>(i) when the goods are collected by the consignee; or</p> <p>(ii) on the expiry of the 5th day (excluding any day on which the carrier's premises are not open for the collection of goods) after the date on which the contracting carrier or (as the case may require) the last actual carrier notifies the consignee that the goods are available for collection.</p>	<p>256 Liability of contracting carrier</p> <p>(1) A contracting carrier is liable to the contracting party for the loss of or damage to any goods that occurs while the carrier is responsible for the goods under sections 257 to 258 (whether or not the loss or damage is caused wholly or partly by the contracting carrier or by any actual carrier).</p> <p>(2) This section is subject to sections 259 and 260 (which limit the liability of carriers) and the rest of this subpart.</p> <p>257 When responsibility for goods begins</p> <p>(1) The responsibility of the contracting carrier for goods begins when the goods are accepted for carriage in accordance with the contract.</p> <p>(2) However, the responsibility of a contracting carrier who contracts for the carriage of goods from a destination outside New Zealand to a destination in New Zealand begins when the international carriage of those goods ends.</p> <p>258 When responsibility ends if goods are to be delivered to consignee</p> <p>(1) The responsibility of the contracting carrier for goods ends as follows:</p> <p>(a) If the goods are to be delivered to the consignee, —</p> <p>(i) when the goods are tendered to the consignee in accordance with the contract; or</p> <p>(ii) if any due freight has not been paid at or before the time the goods are to be tendered to the consignee in accordance with the contract, when the relevant carrier is capable of so tendering the goods and has given notice to that effect to a person liable to pay the unpaid amount of due freight (but see subsection (3)(c)); or</p>

<p>(4) In any case where, at the time when the contracting carrier or (as the case may require) the last actual carrier is able to tender the goods to the consignee in accordance with the contract, the consignee's whereabouts are unknown to that carrier, the responsibility of the contracting carrier for the goods ends when he or (as the case may require) the last actual carrier has taken reasonable steps to find the consignee and notify him of the matters referred to in paragraph (a)(ii) or (as the case may require) paragraph (b)(ii) of subsection (3).</p> <p>(5) No notice referred to in subsection (3)(a)(ii) shall take effect until it is received by the person liable to pay the freight.</p> <p>(6) Notwithstanding any of the foregoing provisions of this section, the responsibility of a contracting carrier who contracts for the carriage of goods to a destination outside New Zealand ends for the purposes of this Act at the time when the international carriage of those goods begins.</p> <p>(7) Notwithstanding any of the foregoing provisions of this section, the responsibility of a contracting carrier who contracts for the carriage of goods from a destination outside New Zealand to a destination in New Zealand begins for the purposes of this Act at the time when the international carriage of those goods ends.</p>	<p>(iii) if the relevant carrier does not know the whereabouts of the consignee when the carrier is capable of tendering the goods to the consignee in accordance with the contract, when the relevant carrier has taken reasonable steps to find the consignee and give notice to that effect to the consignee:</p> <p>(b) If the goods are to be collected by the consignee, —</p> <p>(i) when the goods are collected by the consignee; or</p> <p>(ii) on the expiry of the 5th day on which the relevant carrier notifies the consignee that the goods are available for collection (<i>but see</i> subsection 3(d)); or</p> <p>(iii) if the relevant carrier does not know the whereabouts of the consignee when the carrier is capable of tendering the goods to the consignee in accordance with the contract, when the relevant carrier has taken reasonable steps to find the consignee and give notice that the goods are available for collection to the consignee.</p> <p>(2) However the responsibility of the contracting carrier who contracts for the carriage of goods to a destination outside New Zealand ends when the international carriage of those goods begins.</p> <p>(3) In this section, —</p> <p>(a) due freight means the whole or any amount of freight that is due and payable to or on behalf of the contracting carrier at any time before, or at the time at which, the goods are to be tendered to the consignee under the contract:</p> <p>(b) relevant carrier means the contracting carrier or the last actual carrier (as the case may require):</p> <p>(c) notice is not effective for the purposes of subsection 1(a)(ii) until it is received by a person liable to pay the due freight:</p> <p>(d) a day must be excluded for the purposes of subsection 1(b)(ii) if it is a day on which the carrier's premises are not open for the collection of goods.</p>
<p>10 Liability of actual carrier</p> <p>(1) The provisions of this section apply, subject to the other provisions of this Act, where a contract of carriage is to be or is performed wholly or partly by 1 or more actual carriers other than the contracting carrier (whether or not the contracting carrier himself performs part of the carriage).</p> <p>(2) In any case to which this section applies where 1 actual carrier is involved, that carrier is, subject to the terms of his contract with the contracting carrier, liable as such to the contracting carrier for the loss of or damage to any goods occurring while the actual carrier is separately responsible for the goods in accordance with subsection (6), whether or not the loss or damage is caused wholly or partly by the actual carrier.</p> <p>(3) In any case to which this section applies where more than 1 actual carrier is involved,—</p> <p>(a) subject to subsection (4), the actual carriers are, subject to the terms of their respective contracts, jointly liable as such to the contracting carrier for the loss of or damage to any goods occurring while the actual carriers are jointly responsible for the goods in accordance with subsection (5), whether or not the loss or damage is caused wholly or partly by the actual carriers or any of them:</p> <p>(b) each actual carrier is, subject to the terms of his contract, separately liable as such to the contracting carrier for the loss of or damage to any goods occurring while he is separately responsible for the goods in accordance with subsection (6), whether or not the loss or damage is caused wholly or partly by the actual carrier.</p> <p>(4) No actual carrier is liable under subsection (3)(a) if he proves that the loss or damage occurred otherwise than while he was separately responsible for the goods in accordance with subsection (6).</p> <p>(5) For the purposes of subsection (3)(a), the actual carriers are jointly responsible for the goods from the time when the goods (or the container, package, pallet, item of baggage, or any other thing in or on which the goods are believed to be) are accepted for carriage until the time when the contracting carrier's responsibility ends in accordance with subsection (3) or subsection (4) of section 9.</p> <p>(6) For the purposes of subsections (2) to (4), each actual carrier is separately responsible for the goods from the time when the goods (or the container, package, pallet, item of baggage, or any other thing in or on which the goods are believed to be) are accepted by him for carriage until the time—</p> <p>(a) when they are duly tendered by him to the next actual carrier in accordance with the contract of carriage; or</p> <p>(b) in the case of the last actual carrier, when the contracting carrier's responsibility ends in accordance with subsection (3) or subsection (4) of section 9.</p> <p>(7) For the purposes of subsection (3)(a), the actual carriers shall be liable in proportion to the amount of freight or other consideration payable to each of the actual carriers for the carriage performed by him.</p>	<p>261 Liability of actual carrier to contracting carrier</p> <p>(1) Sections 262 to 265 apply if a contract of carriage is to be or is performed wholly or partly by 1 or more actual carriers other than the contracting carrier (whether or not the contracting carrier performs part of the carriage).</p> <p>(2) However, those sections are subject to the rest of this subpart (including s 245, which permits contracting out for some matters).</p> <p>262 Liability where 1 actual carrier is involved</p> <p>(1) If 1 actual carrier is involved, that carrier is liable to the contracting carrier for the loss of or damage to any goods that occurs while the actual carrier is separately responsible for the goods.</p> <p>(2) Subsection (1) applies to the actual carrier—</p> <p>(a) subject to the terms of its contract with the contracting carrier:</p> <p>(b) whether or not the loss or damage is caused wholly or partly by the actual carrier.</p> <p>263 Liability where more than 1 actual carrier is involved</p> <p>(1) If more than 1 actual carrier is involved,—</p> <p>(a) the actual carriers are jointly liable to the contracting carrier for the loss of or damage to any goods that occurs while the actual carriers are jointly responsible for the goods:</p> <p>(b) each actual carrier is separately liable to the contracting carrier for the loss of or damage to any goods that occurs while the actual carrier is separately responsible for the goods.</p> <p>(2) Subsection (1)(a) applies to the actual carriers—</p> <p>(a) subject to the terms of their respective contracts with the contracting carrier:</p> <p>(b) whether or not the loss or damage is caused wholly or partly by the actual carriers or any of them.</p> <p>(3) Subsection (1)(b) applies to an actual carrier—</p> <p>(a) subject to the terms of its contract with the contracting carrier:</p> <p>(b) whether or not the loss or damage is caused wholly or partly by the actual carrier.</p> <p>(4) An actual carrier is not liable under subsection (1)(a) if the actual carrier proves that the loss or damage did not occur while the actual carrier was separately responsible for the goods.</p> <p>264 When actual carriers are jointly responsible or separately responsible</p> <p>(1) For the purposes of section 263(1)(a), the actual carriers are jointly responsible for the goods (or container, package,</p>

<p>(8) For the purposes of subsection (7), where the contracting carrier himself performs any part of the carriage, the amount of freight or other consideration payable to him shall be the difference between the total amount payable under the contract of carriage and the aggregate amount payable to the actual carriers.</p> <p>(9) For the purposes of subsections (7) and (8), where any actual carrier (in this subsection referred to as the secondary actual carrier) performs any part of the carriage pursuant to a contract with any other actual carrier (in this subsection referred to as the primary actual carrier) (and not pursuant to a contract with the contracting carrier), the amount of the freight or other consideration payable to the primary actual carrier shall be the difference between the amount actually payable to him and the amount payable by him to the secondary actual carrier.</p>	<p>pallet, item of baggage, or any other thing in or on which the goods are believed to be) from the time when the goods are accepted for carriage until the time when the contracting carrier's responsibility ends under section 258(1).</p> <p>(2) For the purposes of sections 262 and 263, each actual carrier is separately responsible for the goods from the time when the goods (or the container, package, pallet, item of baggage, or any other thing in or on which the goods are believed to be) are accepted by the actual carrier for carriage until the time—</p> <p>(a) when they are tendered by the actual carrier to the next actual carrier in accordance with the contract of carriage; or</p> <p>(b) in the case of the last actual carrier, when the contracting carrier's responsibility ends under sections 258(1).</p> <p>265 Provisions relating to joint liability of actual carriers</p> <p>(1) For the purposes of section 263(1)(a), the actual carriers are liable in proportion to the amount of freight or other consideration that is payable to each of the actual carriers for the carriage performed by the actual carrier.</p> <p>(2) For the purposes of this section,—</p> <p>(a) if the contracting carrier performs any part of the carriage, the amount of freight or other consideration payable to the contracting carrier is the difference between the total amount payable under the contract of carriage and the aggregate amount payable to the actual carriers:</p> <p>(b) if any actual carrier (A) performs any part of the carriage under a contract with any other actual carrier (B) (and not under a contract with the contracting carrier), the amount of freight or other consideration payable to B is the difference between the amount actually payable to B and the amount payable by B to A.</p>
<p>11 Rights of contracting party where contracting carrier insolvent or cannot be found</p> <p>(1) Notwithstanding anything in section 10, where the contracting carrier is liable to the contracting party for the loss of or damage to any goods but the contracting carrier is insolvent or cannot with reasonable diligence be found, the contracting party shall be entitled to the same rights (if any) against the actual carrier as the contracting carrier has under section 10(3)(b).</p> <p>(2) Where the liquidator or assignee in bankruptcy of an insolvent contracting carrier brings any proceeding against an actual carrier in respect of any right referred to in subsection (1), the sum recovered from the actual carrier, less all costs and expenses reasonably incurred by the liquidator or assignee in bringing and prosecuting the proceeding and not recovered by him from the actual carrier, shall be held by the liquidator or assignee upon the following trusts:</p> <p>(a) for or towards the payment of the whole of the sum payable by the contracting carrier to the contracting party in respect of the loss of or damage to the goods;</p> <p>(b) subject to that payment, as an asset in liquidation or bankruptcy.</p> <p>(3) Where the contracting party brings any proceeding against an actual carrier in respect of any right referred to in subsection (1),—</p> <p>(a) the actual carrier shall have the same rights (if any) against the contracting party (including the right of set-off) as he would have had under the contract if the proceeding had been brought against him by the contracting carrier;</p> <p>(b) if judgment in the proceeding is awarded against the actual carrier, that judgment shall be an absolute bar to the bringing by the contracting carrier, or by any person claiming through the contracting carrier, of any proceeding to enforce the same right.</p> <p>(4) This section applies notwithstanding anything in the Companies Act 1993 or the Insolvency Act 2006 or any other enactment.</p>	<p>266 Rights of contracting party where contracting carrier insolvent or cannot be found</p> <p>(1) This section applies if—</p> <p>(a) the contracting carrier is liable to the contracting party for the loss of or damage to any goods; and</p> <p>(b) the contracting carrier is insolvent or cannot with reasonable diligence be found.</p> <p>(2) Despite sections 261 to 265, the contracting party has the same rights (if any) against the actual carrier as the contracting carrier has under section 263(1)(b).</p> <p>(3) If the contracting party brings any proceeding against an actual carrier in respect of any of those rights,—</p> <p>(a) the actual carrier has the same rights (if any) against the contracting party (including the right of set-off) as the actual carrier would have had under the contract if the proceeding had been brought against the actual carrier by the contracting carrier;</p> <p>(b) if judgment in the proceeding is awarded against the actual carrier, the judgment is an absolute bar to the bringing by the contracting carrier, or by any person claiming through the contracting carrier, of any proceeding to enforce the same right.</p> <p>(4) This section applies despite anything in the Companies Act 1993, the Insolvency Act 2006, or any other enactment.</p> <p>267 Liquidator or assignee in bankruptcy holds money on trust</p> <p>(1) If the liquidator or assignee in bankruptcy of an insolvent contracting carrier brings a proceeding against an actual carrier in respect of a right under section 266(2), the relevant amount must be held by the liquidator or assignee on the following trusts:</p> <p>(a) for or towards the payment of the whole of the sum payable by the contracting carrier to the contracting party in respect of the loss of or damage to the goods;</p> <p>(b) subject to that payment, as an asset in liquidation or bankruptcy.</p> <p>(2) In this section, the relevant amount is the sum recovered from the actual carrier, less all costs and expenses reasonably incurred by the liquidator or assignee in bringing and prosecuting the proceeding and not recovered by the liquidator or assignee from the actual carrier.</p> <p>(3) This section applies despite anything in the Companies Act 1993, the Insolvency Act 2006, or any other enactment.</p>
<p>12 Special rules relating to liability of carrier in respect of baggage</p> <p>(1) A carrier is not liable as such with respect to baggage that is left in his custody pending his acceptance of it for carriage, or pending its collection from him after the completion of the carriage.</p> <p>(2) Nothing in section 8, or in subsections (1) to (5) of section 9, or in sections 10, 11, and 13 shall apply to the carriage of hand baggage.</p> <p>(3) Subject to subsection (2), in respect of the carriage of hand baggage and checked baggage, the provisions of this Act shall apply, with the necessary modifications, as if that carriage were or were to be performed pursuant to a contract of carriage of goods.</p>	<p>268 Special rules relating to liability of carrier in respect of baggage</p> <p>(1) A carrier is not liable in its capacity as a carrier with respect to baggage that is left in the carrier's custody—</p> <p>(a) pending the carrier's acceptance of it for carriage; or</p> <p>(b) pending its collection from the carrier after the completion of the carriage.</p> <p>(2) This subpart applies to the carriage of hand baggage and checked baggage, with all necessary modifications, as if that carriage were or were to be performed under a contract of carriage of goods.</p> <p>(3) However, nothing in any of sections 248 to 267, 270 and 271 applies to the carriage of hand baggage other than—</p>

<p>(4) A carrier is liable as such for the loss of or damage to any hand baggage occurring during the period in which the passenger is on board the mode of transport or in the course of any of the operations of embarking or disembarking, if the loss or damage is caused wholly or partly by the negligence or wilful default of the carrier.</p> <p>(5) Without limiting section 14, if, in respect of the loss of or damage to any hand baggage, the carrier proves that the loss or damage was contributed to by the negligence or wilful default of the passenger, the court may, in accordance with the provisions of the Contributory Negligence Act 1947, exonerate the carrier from any part of his liability.</p>	<p>(a) sections 257(2) and 258(2), which relate to the international carriage of goods; and</p> <p>(b) sections 259 and 260, which limit carriers' liability.</p> <p>269 Other rules relating to hand baggage</p> <p>(1) A carrier is liable for the loss of or damage to any hand baggage that occurs while the passenger is on board the mode of transport or in the course of any of the operations of embarking or disembarking, if the loss or damage is caused wholly or partly by the negligence or wilful default of the carrier.</p> <p>(2) If, in respect of the loss of or damage to any hand baggage, the carrier proves that the loss or damage was contributed to by the negligence or wilful default of the passenger, the court may, under the Contributory Negligence Act 1947, relieve the carrier from any part of the carrier's liability.</p> <p>(3) Subsection (3) does not limit section 260.</p>
<p>13 Contracts of successive carriage by air</p> <p>(1) In this section the term contract of successive carriage means a contract or contracts for the carriage of any goods exclusively by air, where the carriage—</p> <p>(a) is or is to be performed by 2 or more carriers in successive stages; and</p> <p>(b) is regarded by the parties as a single operation;— and the term successive carrier has a corresponding meaning.</p> <p>(2) Nothing in sections 8 to 12 applies in respect of a contract of successive carriage.</p> <p>(3) Subject to subsection (4) and to the other provisions of this Act, the successive carriers under a contract of successive carriage are jointly and severally liable as such to the contracting party for the loss of or damage to any goods occurring while the carriers are jointly responsible for the goods in accordance with subsection (5), whether or not the loss or damage is caused wholly or partly by the carriers or any of them.</p> <p>(4) No successive carrier is liable under subsection (3) if he proves that the loss or damage occurred otherwise than while he was separately responsible for the goods in accordance with subsection (6).</p> <p>(5) The successive carriers are jointly responsible for the goods from the time when the goods are accepted by the first successive carrier for carriage in accordance with the contract until the time when, if the contract were not a contract of successive carriage, the contracting carrier's responsibility would have ended in accordance with subsection (3) or subsection (4) of section 9.</p> <p>(6) Each successive carrier is separately responsible for the goods from the time when the goods are tendered to him in accordance with the contract until the time—</p> <p>(a) when they are duly tendered by him to the next successive carrier in accordance with the contract of carriage; or</p> <p>(b) in the case of the last successive carrier, when, if the contract were not a contract of successive carriage and he were the contracting carrier, his responsibility would have ended in accordance with subsection (3) or subsection (4) of section 9.</p>	<p>270 Contracts of successive carriage by air</p> <p>(1) Nothing in sections 248 to 269 (other than sections 259 and 260, which limit carriers' liability) applies to a contract of successive carriage.</p> <p>(2) The successive carriers under a contract of successive carriage are jointly and severally liable to the contracting party for the loss of or damage to any goods that occurs while the carriers are jointly responsible for the goods.</p> <p>(3) Subsection (2) applies whether or not the loss or damage is caused wholly or partly by the carriers or by any of them.</p> <p>(4) However, a successive carrier is not liable under subsection (2) if the successive carrier proves that the loss or damage did not occur while the successive carrier was separately responsible for the goods.</p> <p>(5) Subsections (2) to (4) are subject to the rest of this subpart.</p> <p>(6) In this section and section 271,—</p> <p>contract of successive carriage means a contract or contracts for the carriage of any goods exclusively by air, where the carriage—</p> <p>(a) is or is to be performed by 2 or more carriers in successive stages; and</p> <p>(b) is regarded by the parties as a single operation</p> <p>successive carrier means a carrier referred to in the definition of contract of successive carriage.</p> <p>271 When successive carriers are jointly responsible or separately responsible for goods</p> <p>(1) For the purposes of section 270, successive carriers are jointly responsible for the goods from the time when the goods are accepted by the first successive carrier for carriage in accordance with the contract until the time when, if the contract were not a contract of successive carriage, the contracting carrier's responsibility would have ended under section s 258(1).</p> <p>(2) Each successive carrier is separately responsible for the goods from the time when the goods are tendered to the successive carrier in accordance with the contract until the time—</p> <p>(a) when they are tendered by the successive carrier to the next successive carrier in accordance with the contract of carriage; or</p> <p>(b) in the case of the last successive carrier, when, if the contract were not a contract of successive carriage and the successive carrier were the contracting carrier, the carrier's responsibility would have ended under section 258(1).</p>
<p>14 Carrier not liable in certain circumstances</p> <p>Notwithstanding any of the other provisions of this Act, a carrier is not liable as such for the loss of or damage to goods occurring while he is responsible for them under a contract of carriage to the extent that he proves that the loss or damage resulted directly and without fault on his part from—</p> <p>(a) inherent vice; or</p> <p>(b) any breach of either of the terms implied in the contract by section 17; or</p> <p>(c) seizure under legal process; or</p> <p>(d) saving or attempting to save life or property in peril.</p>	<p>260 Carrier not liable in certain circumstances</p> <p>(1) This section applies to contracts for carriage at limited carrier's risk and to contracts for carriage at declared value risk, but not to contracts for carriage at owner's risk or contracts for carriage on declared terms.</p> <p>(2) A carrier is not liable for the loss of or damage to goods that occurs while the carrier is responsible for the goods under a contract of carriage to the extent that the carrier proves that the loss or damage resulted directly and without fault on the carrier's part from—</p> <p>(a) an inherent vice; or</p> <hr/> <p>Example</p> <p>Fish fillets are packed and carried in a ship. Bacteria in the fish fillets are activated by the temperature of the places though which the ship has to pass and the fish fillets are damaged. The bacteria in the fish fillets are an "inherent vice" in the goods. If the carrier can show that the carrier is without fault and that the damage to the fish fillets directly resulted from the bacteria, the carrier is not liable for the damage to the fish fillets.</p>

	<ul style="list-style-type: none"> (b) any breach of either of the terms implied in the contract by section 273; or (c) seizure under legal process; or (d) saving or attempting to save life or property in peril. <p>(3) This section applies despite any of the other provisions of this subpart.</p>
<p>15 Limitation of amount of carrier's liability</p> <p>(1) For the purposes of this Act,—</p> <ul style="list-style-type: none"> (a) the liability of the contracting carrier to the contracting party; and (b) the separate liability of any actual carrier to the contracting carrier; and (c) the joint liability of any actual carriers (where there are more than 1) to the contracting carrier; and (d) the joint and several liability of every successive carrier under a contract to which section 13 applies,— is limited in amount in each case to the sum of \$2,000 for each unit of goods lost or damaged or, in the case of a contract at declared value risk, the amount specified in the contract. <p>(2) The limitation of amount for the time being specified in subsection (1) does not apply to—</p> <ul style="list-style-type: none"> (a) any liability for the loss of or damage to any goods intentionally caused by the carrier; or (b) any liability arising out of the terms of the contract for damages other than for the loss of or damage to the goods; or (c) any liability arising out of the terms of the contract for damages consequential upon the loss of or damage to the goods 	<p>259 Carrier's liability limited to \$2,000 for each unit of goods or to declared value</p> <p>(1) This section applies to contracts for carriage at limited carrier's risk and to contracts for carriage at declared value risk, but not to contracts for carriage at owner's risk or contracts for carriage on declared terms.</p> <p>(2) For the purposes of this subpart, the following is limited in amount in each case to the sum of \$2,000 for each unit of goods lost or damaged or, in the case of a contract at declared value risk, the amount specified in the contract:</p> <ul style="list-style-type: none"> (a) the liability of the contracting carrier to the contracting party; (b) the separate liability of any actual carrier to the contracting carrier; (c) the joint liability of any actual carriers (where there is more than 1) to the contracting carrier; (d) the joint and several liability of every successive carrier under a contract of successive carriage to which section 270 applies. <p>(3) The limitation of amount specified in subsection (2) does not apply to—</p> <ul style="list-style-type: none"> (a) any liability for the loss of or damage to any goods that is intentionally caused by the carrier; or (b) any liability arising out of the terms of the contract for damages other than for the loss of or damage to the goods; or (c) any liability arising out of the terms of the contract for damages that is consequential on the loss of or damage to the goods. <p>(4) The reference to each unit of goods in subsection (2) is to each unit of goods as accepted for carriage by the actual carrier or (if the carriage is undertaken by more than 1 carrier) the first actual carrier (whether or not the unit that is accepted is subsequently packed, repacked, or unpacked, or otherwise aggregated with or segregated from any other goods, at any stage of the carriage).</p>
<p>16 Liability of carrier's employee</p> <p>(1) Every employee of a carrier who, in the course of his employment, intentionally causes the loss of or damage to any goods being carried by the carrier shall be liable to the owner of the goods for that loss or damage.</p> <p>(2) Subject to subsection (1), no employee of a carrier shall be liable as such, whether under this Act or otherwise, to the owner of any goods being carried by the carrier for the loss of or damage to any of those goods.</p>	<p>272 Liability of carrier's employee</p> <p>(1) Every employee of a carrier who, in the course of the employee's employment, intentionally causes the loss of or damage to any goods being carried by the carrier is liable to the owner of the goods for that loss or damage.</p> <p>(2) An employee of a carrier is not liable in his or her capacity as an employee, whether under this subpart or otherwise, to the owner of any goods being carried by the carrier for the loss of or damage to any of those goods.</p> <p>(3) Subsection (2) is subject to subsection (1).</p>
<p>17 Contracting party to warrant condition of goods, etc</p> <p>(1) In every contract of carriage there shall be implied on the part of the contracting party a term—</p> <ul style="list-style-type: none"> (a) that, except as disclosed in accordance with subsection (2), 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), 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. <p>(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), 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.</p> <p>(3) Notwithstanding anything in section 7, 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.</p>	<p>273 Contracting party to warrant condition of goods and compliance with enactments</p> <p>(1) In every contract of carriage of goods there is implied on the part of the contracting party a term—</p> <ul style="list-style-type: none"> (a) that, except as disclosed under subsection (2), the goods are fit to be carried and stored in accordance with the contract in the condition, and packed in the manner, in which the goods are tendered for carriage; (b) that, except as disclosed under subsection (2), the provisions of every other enactment (if any) that the contracting party is required to comply with and that relate to the consignment for carriage of the goods have been complied with. <p>(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), the carrier may—</p> <ul style="list-style-type: none"> (a) refuse to carry the goods; or (b) undertake to carry the goods subject to the reasonable terms and conditions that the carrier may require, having regard to the circumstances of the case. <p>(3) This section applies, with all necessary modifications, to contracts of carriage between contracting carriers and actual carriers, and between actual carriers, subject to any express term in the contract (see section 245).</p>
<p>18 Notice of claim of damage or partial loss to be given within 30 days</p> <p>(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</p>	<p>274 Notice of claim against carrier must be given within 30 days</p> <p>(1) No proceeding may be brought against a contracting carrier for damage to or partial loss of goods that occurs while the contracting carrier is responsible for the goods under this subpart unless written notice is given in accordance with this section.</p>

<p>accordance with subsection (4), within 30 days after the date on which, in accordance with section 9, the carrier's responsibility for the goods ceased.</p> <p>(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), notifies the actual carrier of that claim.</p> <p>(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.</p> <p>(4) Notice for the purpose of subsection (1) shall be given—</p> <p>(a) where the contract was performed entirely by the contracting carrier, to that carrier; or</p> <p>(b) where the contract was not performed entirely by the contracting carrier, to—</p> <p>(i) the actual carrier or, as the case may require, the last actual carrier; and</p> <p>(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.</p> <p>(5) A carrier may consent to an action being brought against him notwithstanding that notice of the claim was not properly given.</p> <p>(6) Where the carrier does not consent, application may be made to the court, after notice to the carrier, for leave to bring the action at any time before the expiration of the period prescribed by subsection (1) or (as the case may require) subsection (2) of section 19.</p> <p>(7) On an application under subsection (6), the court may, if it thinks it just to do so, grant leave accordingly, subject to such conditions (if any) as it thinks just to impose, where it considers that the failure to give notice was occasioned by mistake of fact or by mistake of any matter of law (other than the provisions of this section) or by any other reasonable cause, and that the intended defendant was not materially prejudiced in his defence or otherwise by the failure to give proper notice.</p>	<p>(2) The notice must—</p> <p>(a) give reasonable particulars of the alleged damage or partial loss; and</p> <p>(b) be given within 30 days after the date on which, in accordance with section 258, the carrier's responsibility for the goods ends.</p> <p>(c) be given to the contracting carrier or (if the contract was not performed entirely by the contracting carrier) to—</p> <p>(i) the actual carrier or, as the case may require, the last actual carrier; and</p> <p>(ii) the contracting carrier, unless (where notice of the claim is to be given by the consignee) the consignee does not know the identity of the contracting carrier.</p> <p>(3) This section is subject to section 245 (which permits contracting out for some matters) and sections 276 and 277.</p> <p>275 Notice of claim against actual carrier must be given within 10 days</p> <p>(1) No proceeding may be brought by a contracting carrier against an actual carrier for damage to or partial loss of goods that occurs while the actual carrier is responsible for the goods under this subpart unless the contracting carrier, within 10 days after receiving notice of a claim under section 274, notifies the actual carrier of that claim.</p> <p>(2) This section is subject to section 245 (which permits contracting out for some matters) and sections 276 and 277.</p> <p>276 No notice required if carrier is or ought to be aware of damage or loss or in case of fraud</p> <p>A notice is not required to be given to a carrier under section 274 or 275—</p> <p>(a) If it appears from all the circumstances of the case that the carrier is or ought to be aware of the damage or partial loss; or</p> <p>(b) In the case of fraud by the carrier.</p> <p>277 Non-notified proceeding may be brought with carrier's consent or leave of the court</p> <p>(1) A carrier may consent to proceedings being brought against a carrier even if a notice of the claim was not properly given.</p> <p>(2) If the carrier does not consent, an application may be made to the court, after notice to the carrier, for leave to bring the proceeding.</p> <p>(3) The application must be made before the expiry of the period set by section 278 or 279.</p> <p>(4) On application being made to it, the court may, if it thinks it just to do so, grant leave to bring the proceeding against the carrier if the court considers that—</p> <p>(a) the failure to give notice was caused by mistake of fact or by mistake of any matter of law (other than the provisions of section 274 to 276) or by any other reasonable cause; and</p> <p>(b) the intended defendant was not materially prejudiced in that person's defence or otherwise by the failure to give proper notice.</p> <p>(5) Leave may be granted on the terms and conditions that the court thinks fit.</p>
<p>19 Limitation of actions</p> <p>(1) Subject to subsections (2) to (5), and except in the case of fraud by the carrier, no action may be brought against a carrier for the loss of any goods occurring while he is responsible for them under this Act after the expiration of a period of 12 months from the date on which the carriage should have been completed in accordance with the contract.</p> <p>(2) Subject to subsections (3) to (5), and except in the case of fraud by the carrier, no action may be brought against a carrier for damage to or partial loss of any goods occurring while he is responsible for them under this Act after the expiration of a period of 12 months from—</p> <p>(a) the date on which notice is served on the carrier under subsection (1) or (as the case may require) subsection (2) of section 18; or</p> <p>(b) where no such notice is served in proper reliance on subsection (3) of that section, the date on which, in accordance with section 9, the contracting carrier's responsibility for the goods ceased.</p> <p>(3) A carrier may consent to an action being brought against him notwithstanding that the period specified in subsection (1) or subsection (2) has expired.</p> <p>(4) Where the carrier does not consent, application may be made to the court, after notice to the carrier, for leave to bring the action at any time within 6 years after the relevant date referred to in subsection (1) or subsection (2).</p> <p>(5) On an application under subsection (4), the court may, if it thinks it just to do so, grant leave accordingly, subject to</p>	<p>278 Limitation on proceedings against carriers for loss of goods</p> <p>(1) No proceeding may be brought against a carrier for the loss of any goods that occurs while the carrier is responsible for the goods under this subpart after the expiry of a period of 12 months from the date on which the carriage should have been completed in accordance with the contract.(the relevant date for the purposes of section 280)</p> <p>(2) Subsection (1) does not apply in the case of fraud by the carrier.</p> <p>(3) This section is subject to sections 279 and 280.</p> <p>279 Limitation on proceedings against carriers for damage to or partial loss of goods</p> <p>(1) No proceeding may be brought against a carrier for damage to or partial loss of any goods that occurs while the carrier is responsible for the goods under this subpart after the expiry of a period of 12 months from—</p> <p>(a) the date on which notice is served on the carrier under section 275 or 275; or</p> <p>(b) if, under section 276(a), no notice is served, the date on which the contracting carrier's responsibility for the goods ends under s 258.</p> <p>(2) The date referred to in subsection 1(a) or (b) is the relevant date for the purposes of section 280.</p> <p>(3) Subsection (1) does not apply to the case of fraud by the carrier.</p> <p>(4) This section is subject to section 280.</p>

<p>such conditions (if any) as it thinks just to impose, where it considers that the delay in bringing the action was occasioned by mistake of fact or by mistake of any matter of law (other than the provisions of this section) or by any other reasonable cause, and that the intended defendant was not materially prejudiced in his defence or otherwise by the delay.</p>	<p>280 Proceeding may be brought after limitation period with carrier's consent or leave of court</p> <ol style="list-style-type: none"> (1) A carrier may consent to a proceeding being brought against the carrier even if the period specified in section 278 or 279 has expired. (2) If the carrier does not consent, an application may be made to the court, after notice to the carrier, for leave to bring the proceeding. (3) The application must be made within 6 years after the relevant date referred to in section 278 or 279. (4) On an application being made to it, the court may, if it thinks it just to do so, grant leave to bring the proceeding against the carrier if it considers that— <ol style="list-style-type: none"> (a) the delay in bringing the proceeding was caused by mistake of fact or by mistake of any matter of law (other than the provisions of this section or sections 278 or 279) or by any other reasonable cause; and (b) the intended defendant was not materially prejudiced in that person's defence or otherwise by the delay. (5) Leave may be granted on the terms and conditions that the court thinks fit.
<p>20 Actions by consignee if not contracting party</p> <ol style="list-style-type: none"> (1) Notwithstanding anything in this Act or any rule of law to the contrary, an action against a contracting carrier in respect of the loss of or damage to any goods occurring while he is responsible for the goods in accordance with section 9 may, if the property in the goods has passed to the consignee and he is not the contracting party, be brought by the consignee. (2) Where the consignee brings an action in accordance with subsection (1),— <ol style="list-style-type: none"> (a) he shall be deemed to be the contracting party and be entitled to sue and recover under the contract accordingly; (b) the contracting carrier shall be entitled to raise the same defences and to make the same counterclaims as he would have been entitled to raise or make if the action had been brought against him by the contracting party. 	<p>281 Proceeding by consignee if not contracting party</p> <ol style="list-style-type: none"> (1) A proceeding against a contracting carrier in respect of the loss of or damage to any goods that occurs while the carrier is responsible for the goods in accordance with section 256 may, if the property in the goods has passed to the consignee and the consignee is not the contracting party, be brought by the consignee. (2) Subsection (1) applies despite anything in this subpart or any rule of law to the contrary. (3) If the consignee brings a proceeding in accordance with subsection (1),— <ol style="list-style-type: none"> (a) the consignee must be treated as the contracting party and may sue and recover under the contract accordingly; (b) the contracting carrier may raise the same defences and make the same counterclaims as the contracting carrier would have been entitled to raise or make if the proceeding had been brought against the contracting carrier by the contracting party. (4) In this section, property has the same meaning as in section 119.
<p>21 Right to sue for freight</p> <ol style="list-style-type: none"> (1) The right to sue for the recovery of freight payable under a contract of carriage arises— <ol style="list-style-type: none"> (a) in the case of a contracting carrier, when he ceases to be responsible for the goods in accordance with section 9; (b) in the case of an actual carrier, when he ceases to be separately responsible for the goods in accordance with section 10. (2) Nothing in subsection (1) shall limit or affect the right of any carrier to refuse to accept any goods for carriage unless the freight is prepaid. 	<p>283 Right to sue for freight</p> <ol style="list-style-type: none"> (1) The right to sue for the recovery of freight payable under a contract of carriage arises,— <ol style="list-style-type: none"> (a) in the case of a contracting carrier, when the contracting carrier ceases to be responsible for the goods in accordance with section 258; (b) in the case of an actual carrier, when the actual carrier ceases to be separately responsible for the goods in accordance with section 264(2). (2) Nothing in subsection (1) limits or affects the right of a carrier to refuse to accept any goods for carriage unless the freight is prepaid.
<p>22 Actions for recovery of freight</p> <ol style="list-style-type: none"> (1) Notwithstanding anything in this Act or any rule of law to the contrary, an action for the recovery of freight may, if the property in the goods has passed to the consignee and he is not the contracting party, be brought against the consignee. (2) Where the action is brought against the consignee in accordance with subsection (1),— <ol style="list-style-type: none"> (a) he shall be deemed to be the contracting party and be liable for the payment of freight under the contract accordingly; (b) he shall be entitled to raise the same defences and to make the same counterclaims as the contracting party would have been entitled to raise or make if the action had been brought against him. 	<p>284 Proceeding for recovery of freight</p> <ol style="list-style-type: none"> (1) A proceeding for the recovery of freight may be brought against the consignee if— <ol style="list-style-type: none"> (a) the property in the goods has passed to the consignee; and (b) the consignee is not the contracting party. (2) Subsection (1) applies despite anything in this subpart or any rule of law to the contrary. (3) If the proceeding is brought against the consignee,— <ol style="list-style-type: none"> (a) the consignee must be treated as the contracting party and is liable for the payment of freight under the contract accordingly; (b) the consignee may raise the same defences and make the same counterclaims as the contracting party would have been entitled to raise or make if the proceeding has been brought against the contracting party.
<p>23 Carrier's liens</p> <ol style="list-style-type: none"> (1) In this section,— <p>owner, in relation to any goods, means the person whom, under any contract of carriage or in accordance with section 22, the carrier is entitled to sue for recovery of freight due in respect of the carriage of those goods</p> <p>recoverable expenses, means all expenses and charges that the carrier, in accordance with subsection (6)(b), is entitled to recover from the owner of any goods in respect of which the carrier is exercising or has exercised a lien in accordance with this section.</p> (2) As from the time when, in accordance with section 21(1), a carrier's right to sue for the recovery of freight arises, the carrier is entitled to an active and particular lien over the goods, which may be exercised in accordance with this 	<p>285 Carrier's lien</p> <ol style="list-style-type: none"> (1) The carrier is entitled to an active and particular lien over the goods from the time when, under section 283(1), a carrier's right to sue for the recovery of freight arises. (2) The lien may be exercised in accordance with sections 286 to 288. (3) Nothing in this section or in sections 286 to 288 limits or affects the right to have and enforce a general lien over any goods to which a carrier may be entitled by virtue of any provision expressed or implied in the contract of carriage. (4) In this section and sections 286 to 288— <p>owner, in relation to any goods, means the person whom, under any contract of carriage or under section 284, the carrier may sue for recovery of freight due in respect of the carriage of those goods</p>

<p>section.</p> <p>(3) Every carrier claiming a lien over any goods under this section shall give notice of his claim to the owner of the goods, specifying the amount and particulars of his claim, and requiring the owner to pay or secure to the carrier the amount of the freight claimed and all recoverable expenses.</p> <p>(4) Pending settlement of the claim,—</p> <p>(a) the carrier may remove the goods to any suitable premises for storage (such premises being reasonably convenient to enable the owner of the goods, or any other person entitled to the goods, to collect them on payment of all freight owing and recoverable expenses so far incurred), and shall notify the owner of the goods of the address of the premises:</p> <p>(b) the carrier shall take all reasonable steps to preserve the goods.</p> <p>(5) If, within 2 months after the date on which the carrier serves notice of his claim on the owner of the goods in accordance with subsection (3), payment in full of all freight owing and recoverable expenses so far incurred has not been tendered to the carrier, he shall be entitled to sell the goods by public auction.</p> <p>(6) From the proceeds of such sale, the carrier shall be entitled to deduct—</p> <p>(a) the amount of freight owing to him in respect of the carriage of the goods; and</p> <p>(b) all expenses reasonably incurred by him in removing, preserving, and storing the goods pending settlement of his claim, and in arranging and conducting the sale of the goods,— and shall pay the balance (if any) to the owner of the goods.</p> <p>(7) Where the amount of the proceeds is less than the amount of freight owing to the carrier and all recoverable expenses, the deficiency constitutes a debt due to the carrier by the owner of the goods.</p> <p>(8) Nothing in this section shall limit or affect the right to have and enforce a general lien over any goods to which a carrier may be entitled by virtue of any provision expressed or implied in the contract of carriage.</p>	<p>recoverable expenses means all expenses and charges that the carrier, under section 288(2)(b), may recover from the owner of any goods in respect of which the carrier is exercising or has exercised a lien under this section or any of sections 286 to 288.</p> <p>286 Notice of carrier’s claim</p> <p>(1) Every carrier claiming a lien over any goods under section 285(1) must give notice of the carrier’s claim to the owner of the goods.</p> <p>(2) The notice must—</p> <p>(a) specify the amount and particulars of the carrier’s claim; and</p> <p>(b) require the owner to pay or secure to the carrier the amount of the freight claimed and all recoverable expenses.</p> <p>287 Carrier may store goods</p> <p>(1) Pending settlement of the claim referred to in section 286, the carrier—</p> <p>(a) may remove the goods to any suitable premises for storage; and</p> <p>(b) must notify the owner of the goods of the address of the premises; and</p> <p>(c) must take all reasonable steps to preserve the goods.</p> <p>(2) The premises must be reasonably convenient to enable the owner of the goods, or any other person entitled to the goods, to collect the goods on payment of all freight owing and recoverable expenses so far incurred.</p> <p>288 Sale of goods by public auction</p> <p>(1) The carrier may sell the goods by public auction if, within 2 months after the date on which the carrier gives notice under section 286, payment in full of all freight owing and recoverable expenses so far incurred has not been tendered to the carrier.</p> <p>(2) From the proceeds of sale of the goods by public auction, the carrier may deduct—</p> <p>(a) the amount of freight owing to the carrier in respect of the carriage of the goods; and</p> <p>(b) all expenses reasonably incurred by the carrier in removing, preserving, and storing the goods pending settlement of the carrier’s claim, and in arranging and conducting the sale of the goods.</p> <p>(3) The carrier must pay the balance of the proceeds (if any) to the owner of the goods.</p> <p>(4) If the amount of the proceeds is less than the amount of freight owing to the carrier and all recoverable expenses, the deficiency is a debt due to the carrier by the owner of the goods.</p>
<p>24 Storage and disposal of unclaimed or rejected goods</p> <p>(1) Where, under any contract of carriage,—</p> <p>(a) any goods are to be collected by the consignee and they are not collected by him forthwith after the responsibility of the contracting carrier for the goods ends in accordance with section 9; or</p> <p>(b) any goods are to be delivered to the consignee and he cannot be found or (otherwise than because of any default by the carrier) he refuses to accept the goods,— the carrier is entitled to remove the goods, at the consignee’s expense, to suitable premises for storage.</p> <p>(2) In respect of any goods held by the carrier under this section, the carrier is entitled to an active and particular lien over the goods, which may be exercised in the same manner and to the same extent as if it were a lien to which section 23 applies, and the provisions of that section, so far as they are applicable and with the necessary modifications, shall apply accordingly.</p> <p>(3) Notwithstanding any of the foregoing provisions of this section, before selling any goods to which this section applies, the carrier shall offer to carry the goods to, or to the order of, the consignor, at the cost in all things of the consignor.</p>	<p>289 Storage and disposal of unclaimed or rejected goods</p> <p>(1) This section applies if, under a contract of carriage,—</p> <p>(a) any goods are to be collected by the consignee and the goods are not collected by the consignee promptly after the responsibility of the contracting carrier for the goods ends under section 258; or</p> <p>(b) any goods are to be delivered to the consignee and the consignee—</p> <p>(i) cannot be found; or</p> <p>(ii) refuses to accept the goods (otherwise than because of any default by the carrier).</p> <p>(2) The carrier may remove the goods, at the consignee’s expense, to suitable premises for storage.</p> <p>(3) The carrier is entitled to an active and particular lien over the goods held by the carrier under this section.</p> <p>(4) The lien may be exercised in the same manner and to the same extent as if it were a lien to which section 285 applies, and sections 286 to 288, to the extent that they are applicable and with all necessary modifications, apply accordingly.</p> <p>(5) Despite subsections (1) to (4), the carrier must, before selling any goods to which this section applies, offer to carry the goods to, or to the order of, the consignor, and all costs must be met by the consignor.</p>
<p>25 Disposal of perishable goods</p> <p>(1) Notwithstanding any of the other provisions of this Act, if, at any time while any perishable goods are subject to a contract of carriage (including any time while they are held under section 23 or section 24), the goods appear to be deteriorating and likely to become offensive, the carrier may—</p> <p>(a) sell the goods to the best advantage; or</p> <p>(b) if sale is not reasonably practicable, destroy or otherwise dispose of the goods.</p> <p>(2) If the goods are sold, the carrier may deduct from the proceeds of sale the amount of freight or other consideration owing to him in respect of the carriage of the goods and all reasonable expenses incurred by him in holding the goods and in conducting the sale, and shall tender the balance (if any) to the consignee.</p> <p>(3) If the goods are destroyed or otherwise disposed of, the reasonable expenses incurred by the carrier shall be</p>	<p>290 Disposal of perishable goods</p> <p>(1) This section applies if, at any time while any perishable goods are subject to a contract of carriage (including any time while the goods are held under section 285 to 289), the goods appear to be deteriorating and likely to become offensive.</p> <p>(2) The carrier may—</p> <p>(a) sell the goods to the best advantage; or</p> <p>(b) if sale is not reasonably practicable, destroy or otherwise dispose of the goods.</p> <p>(3) Subsection (2) applies despite any of the other provisions of this subpart.</p> <p>(4) If the goods are sold, the carrier—</p> <p>(a) may deduct from the proceeds of sale—</p>

<p>recoverable by him from the contracting party.</p>	<ul style="list-style-type: none"> (i) the amount of freight owing to the carrier in respect of the carriage of the goods; and (ii) all expenses reasonably incurred by the carrier in holding the goods and in arranging and conducting the sale; and <p>(b) must pay the balance (if any) to the consignee.</p> <p>(5) If the goods are destroyed or otherwise disposed of, the expenses reasonably incurred by the carrier are recoverable as a debt due to the carrier by the contracting party.</p>
<p>26 Disposal of dangerous goods</p> <p>(1) Notwithstanding any of the other provisions of this Act, if, at any time while any goods are subject to a contract of carriage (including any time while they are held under section 23 or section 24), the carrier believes on reasonable grounds that the goods are in or are about to enter a dangerous state and that it is necessary, in order to avoid the threat of harm to any persons or property, to destroy or otherwise dispose of the goods forthwith, he may do so.</p> <p>(2) In any such case, the reasonable expenses incurred by the carrier in destroying or otherwise disposing of the goods shall be recoverable by him from the contracting party.</p>	<p>291 Disposal of dangerous goods</p> <p>(1) This section applies if, at any time while any goods are subject to a contract of carriage (including any time while the goods are held under section 285 to 289), the carrier believes on reasonable grounds that—</p> <ul style="list-style-type: none"> (a) the goods are in, or are about to enter, a dangerous state; and (b) it is necessary to promptly destroy or otherwise dispose of the goods in order to avoid the threat of harm to any persons or property. <p>(2) The carrier may promptly destroy or otherwise dispose of the goods.</p> <p>(3) Subsection (2) applies despite any of the other provisions of this subpart.</p> <p>(4) The reasonable expenses incurred by the carrier in destroying or otherwise disposing of the goods are recoverable by the carrier as a debt due from the contracting party.</p>
<p>27 Liability of carrier extinguished</p> <p>Notwithstanding any of the other provisions of this Act, where any goods are sold or destroyed or otherwise disposed of under and in accordance with any of sections 23 to 26, neither the contracting carrier nor any actual carrier shall be under any liability (whether under this Act or otherwise) in respect of that sale, destruction, or other disposition; but that sale, destruction, or other disposition shall not affect any liability for any loss or damage that had already occurred in respect of the goods before the sale, destruction, or other disposition.</p>	<p>292 Liability of carrier extinguished in respect of sale or disposal of goods</p> <p>(1) This section applies if any goods are sold, destroyed, or otherwise disposed of in accordance with any of sections 285 to 291.</p> <p>(2) Neither the contracting carrier nor any actual carrier is liable (whether under this subpart or otherwise) in respect of the sale, the destruction, or any other disposition of the goods.</p> <p>(3) However, the sale, the destruction, or any other disposition does not affect any liability for any loss or damage that had already occurred in respect of the goods before their sale, destruction, or other disposition.</p> <p>(4) This section applies despite any of the other provisions of this subpart.</p>
<p>28 Common carrier of goods abolished</p> <p>(1) Notwithstanding any rule of law, but subject to the provisions of any enactment and of any contract entered into by the carrier, no carrier is under any duty or obligation to accept or carry goods that are offered to him for carriage.</p> <p>(2) Every reference in any other enactment to the liability of common carriers as such shall be deemed to be a reference to the liability of carriers under this Act.</p>	<p>293 Common carrier of goods abolished</p> <p>(1) A carrier is not under any duty or obligation to accept or carry goods that are offered to the carrier for carriage.</p> <p>(2) Subsection (1) applies despite any rule of law, but subject to the provisions of any enactment and of any contract entered into by the carrier.</p> <p>(3) Every reference in any other enactment to the liability of common carriers as such must be treated as a reference to the liability of carriers under this subpart.</p>
<p>29 Proceedings against New Zealand agent of overseas carrier</p> <p>Subject, in the case of a contract for carriage by sea, to section 11 of the Sea Carriage of Goods Act 1940, proceedings arising out of a contract of carriage may be brought in accordance with the provisions of this Act against a New Zealand agent, whether acting under general or special authority, of an overseas contracting carrier if—</p> <ul style="list-style-type: none"> (a) the contract is or is to be performed wholly or partly in New Zealand; and (b) the agent plays some part in relation to the contract. 	<p>294 Proceedings against New Zealand agents of overseas carriers</p> <p>A proceeding arising out of a contract of carriage may be brought in accordance with the provisions of this subpart against a New Zealand agent, whether acting under general or special authority, of an overseas contracting carrier if—</p> <ul style="list-style-type: none"> (a) the contract is or is to be performed wholly or partly in New Zealand; and (b) the agent plays some part in relation to the contract.
<p>30 Certain other Acts not affected</p> <p>Nothing in this Act shall limit or affect any of the provisions of the Explosives Act 1957, the Restricted Drugs Act 1960, the Radiation Protection Act 1965, the Dangerous Goods Act 1974, or any other enactment relating to goods of a particular nature or class; and in any case where any of the provisions of this Act are inconsistent with any of the provisions of any such other enactment, the provisions of that other enactment shall prevail.</p>	<p>295 Certain other Acts not affected</p> <p>(1) Nothing in this subpart limits or affects any of the provisions of the Hazardous Substances and New Organisms Act 1996, the Radiation Safety Act 2016, or any other enactment relating to goods of a particular nature or class.</p> <p>(2) In any case where any of the provisions of this subpart are inconsistent with any of the provisions of any other enactment referred to in subsection (1), the provisions of that other enactment prevail.</p>
<p>31 Amendments and repeals</p> <p>(1) The enactments specified in Schedule 1 are hereby amended in the manner indicated in that schedule.</p> <p>(2) The enactments specified in Schedule 2 are hereby repealed.</p>	