



RHA Standard Terms & Conditions of Carriage: 2020 Edition

Effective from 1 September 2020, the revised Conditions reflect changes in the law and members' experience in using them.

The RHA recommends that members incorporate these terms into all their consignment contracts making it explicitly clear to their customers at the outset that they will be using these terms and conditions when carrying or storing goods. Members should always seek professional advice before making or agreeing any variation in the conditions to meet special circumstances.

The principal amendments to the Conditions of Carriage are set out below:

Condition 1: Two new terms have been introduced and defined which were not present before:

The definition of '**demurrage**' has been revised to take account of extra costs which members may wish to charge as a consequence of the detention of a vehicle or other object they own and to make clear what exactly demurrage is and the members' right to charge.

'Force Majeure Event' – whilst referenced now under the 'Definitions' section the explicit definition is outlined in the newly-introduced clause 10(c). The effect of these new definitions and clauses is that members cannot be found liable for an act of God, riots, civil commotion and a variety of other events that the member cannot reasonably be said to have anticipated at the time the contract was entered into.

Condition 4: (Loading & Unloading) This Condition has been substantively revised. Under these terms and conditions, the default position is that the **customer is responsible** for loading the goods that they wish to be moved onto the vehicle of the RHA Member, or another consignor instructed by the RHA Member. The **consignee is responsible for the unloading** of those goods from that vehicle. **Under these terms, the RHA Member or carrier is excluded from being found liable for loss or damage done to goods that arise from the loading onto or unloading off the vehicle or from overloading the vehicle.** Further to this, the customer indemnifies the carrier under these terms against any loss, damage, death or injury that might arise during loading and/or unloading. Whilst this is the default position, we acknowledge that in a lot of cases it may be the carrier who is actually responsible for loading and unloading, and this is fine provided it is agreed separately in writing, i.e. in the original quote or order acceptance.

Condition 5: (Pollution) By virtue of this new Condition, the **customer warrants that the goods or consignment which they require moving will not pollute the environment or do harm to human health** in the event that whatever is being transported escapes from its packaging and make clear that it should not need official consent to be moved by the RHA Member, in the sense that all licences and approvals should already have been acquired. The customer also warrants to provide the carrier with the necessary information and/or materials to comply with its legal obligations under domestic and, if applicable, EU legislation.

Condition 9: (Cancellation) The opportunity has been taken to introduce a provision where a contract is cancelled at any point during its performance, the customer agrees under these terms to pay the carrier or member all costs and expenses incurred prior to the cancellation.

Conditions 12: No change to the general liabilities, however a list of excluded liabilities has been introduced, in particular any fines imposed on the Customer by the Consignee or its customer along with loss of profits and indirect or consequential loss.

Condition 15: The Lien is one of the most important tools under these conditions. It grants an explicit interest on behalf of the carrier and/or member in the consignment, load or goods. The lien itself is activated **where the customer has overdue amounts**

owed to the carrier or RHA Member and/or has accrued charges. The clause has been made explicitly clear so that there is no doubt that **the carrier or member has the right to hold the goods and sell them on.** It should be emphasized that liens remain a contentious area of law and members should always seek clarification of their rights in specific circumstances from their legal advisers at the earliest opportunity to avoid possible later difficulties.

Whilst the position of the RHA is to recommend all their members update their terms to the 2020 edition, you will need to take care where advising existing clients of the changes, and specifically contract out of the changes in condition 4, where you are clearly responsible for loading and unloading.

Source: <https://www.rha.uk.net/news/press-releases/2020-09-september/rha-conditions-of-carriage-2020-%E2%80%93-don%E2%80%99t%C2%A0risk-running-without-them>

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