



Road Haulage Association Limited

CONDITIONS OF CARRIAGE 2024

Explanatory Notes

Condition 4(1)

This condition relates to the loading and unloading of vehicles and as a starting point provides that the Customer will be responsible for the loading of goods onto the vehicle and also for the Consignee unloading the goods off the vehicle. In the 2020 version of the Conditions, the Customer then goes on to indemnify the Carrier against any losses arising whilst the loading or unloading operations are taking place. The update to this condition expands this indemnity to also cover any losses arising as a result of how the vehicle has been loaded, so for example if any damage is caused to the goods due to the consignment not being loaded safely and securely by the Customer, then this indemnity will now cover any such losses.

Condition 4(2)

Still on the topic of loading and unloading, this condition covers the use of equipment such as cranes and forklift trucks and provides that the equipment must be suitable for that purpose. The update to this condition extends the Customer's obligations in respect of any equipment used, to also ensure that the equipment is well maintained and only operated by suitably qualified personnel. The indemnity provided by the Customer under this condition is then extended to also cover any misuse of the equipment.

Condition 4(5)

In this Condition the Customer indemnifies the Carrier against any losses arising as a result of the Carrier's personnel complying with the instructions of the Customer or Consignee. This condition has now been updated to increase the scope of this indemnity to also indemnify the Carrier where the Carrier has not been allowed to inspect a load which has been loaded by a Customer or the Consignee.

Condition 4(6)

This Condition puts an obligation on the Customer to provide copies of any risk assessments carried out at the collection and delivery sites. The update to this Condition extends this obligation to also provide copies of any risk assessments which may have been carried out in relation to any equipment used during loading and unloading. A further provision has also been added to this Condition to give Carriers the discretion to refuse to enter a site which the Carrier/their driver considers to be unsafe.

Condition 5(3)

This Condition places an obligation on the Customer to provide the Carrier with any information which they may need in order to provide the services. The update includes that where reasonably required, the Customer shall also provide the Carrier with information relating to the weight and contents of the consignment.

Condition 5(4)

A new Condition has been included which requires the Customer or Consignee to allow Carrier's drivers to access any welfare facilities available at their sites whilst the driver is on their premises.

Condition 6

In relation to the requirements for proof of delivery, the reference to 'signed' documents has been removed and further clarification has been added that the Customer will not be entitled to withhold payment where a proof of delivery has not been provided.

Condition 14(1)

Condition 14 sets out the time limit for the Customer to bring a claim against the Carrier for any damage to or loss of goods. It provides that unless the Customer notifies the Carrier of a claim within 7 days of termination of transit, then the Carrier will not be liable for those losses. This Condition has been updated to include that the Customer also has to provide evidence of the loss or damage within that initial 7-day period.