



RHA CONDITIONS OF CARRIAGE 2024 – UPDATE REFLECTING CURRENT RISKS AND PRACTICES

The Road Haulage Association Limited (“RHA”) Conditions of Carriage are widely used in the UK road haulage industry. The Conditions of Carriage are intended for its carrier members to use for ad-hoc business and incorporate into their contracts with customers.

They help define the rights, obligations and responsibilities of the carrier and its customer, establish a liability limitation or exclusion regime for the carrier, and provide circumstances under which the customer is to indemnify the carrier.

The RHA has published a new edition of its Conditions of Carriage effective from January 2024 ("**2024 Edition**"). Following the same approach adopted in its last update in 2020 ("**2020 Edition**"), the RHA has revised the conditions to include further protections and safeguards for carriers mainly in the context of operation, provision of information and claims.

The relatively few changes in the 2024 Edition concern loading and unloading of goods and obligations of customers. While not meant to be exhaustive, this briefing summarises key changes brought in the 2024 Edition:

1. Loading and unloading (Condition 4):

- (a) The customer is generally responsible for loading and unloading the goods and shall indemnify the carrier against losses arising out of these operations. The 2024 Edition expands the indemnity to cover losses arising as a result of how the vehicle has been loaded. (Condition 4.1)
- (b) In addition to having to ensure that the equipment used during loading or unloading is suitable for that purpose, the customer is now also required to ensure the equipment is well maintained and is only operated by suitably qualified personnel. (Condition 4.2)
- (c) The indemnity under Condition 4.5 also now applies where the carrier has not been given a reasonable opportunity to inspect a load which has been loaded by the customer or the consignee. (Condition 4.5)
- (d) The obligation on the customer to provide details of any risk assessments which it has carried out on the collection and delivery

addresses has been enlarged to cover details about loading or unloading equipment. A carrier may also refuse to enter any site which it considers to be unsafe. (Condition 4.6)

2. Obligations of the customer (Condition 5):

- (a) The customer's obligation to provide the carrier with information the carrier may require now includes information relating to the weight and contents of the consignment. (Condition 5.3)
- (b) A new obligation (Condition 5.4) has been placed on the customer to, or to procure that the consignee, allow the carrier's drivers to get access to welfare facilities at their premises. This is a particularly welcome development given the difficult situation many drivers found themselves in during COVID.

3. Receipts (Condition 6): the 2024 Edition clarifies that the obligation is to provide a document or electronic record acknowledging receipt of the consignment (proof of delivery or "**POD**") without the requirement for it to be signed. In addition, wording has been added in the 2024 Edition stating that the customer is not entitled to withhold any carrier charges where the POD has not been provided.

4. Time Limits for Claims (Condition 14.1): the obligation on customers to advise the carrier in writing of any physical loss of, mis-delivery or non-delivery of, or physical damage to goods now needs to include evidence to prove that such loss, mis-delivery, non-delivery or damage was caused by the carrier.

Being a member of the RHA is not enough for carriers to be able to rely on the Conditions of Carriage. The Carriers should also make it clear

which edition of the RHA Conditions of Carriage they wish to rely on. Reliance on standard terms will only be effective if they have been properly incorporated at or before the timing of the formation of the contract.

Common ways of incorporation include:

- 1. Signing of a document which confirms that the standard terms apply and which either includes a copy of the standard terms or refers to them. The usual click-wrap procedure adopted in online contracts, together with a copy of or reference to the standard terms, may also suffice;
- 2. Clear reference to the standard terms with edition or year of publication. If the standard terms are not publicly available, a copy of the same should be shared or made available to the customer; and
- 3. Provision of adequate notice that the standard terms apply.

The option remains open for parties to amend standard terms to reflect their negotiation, but such amendments should always be considered carefully and particularly given potential impacts on carriers' insurance coverage.

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