



Limit your Liability with RHA Conditions of Carriage

Let's face it: talking about insurance isn't the most thrilling thing in the world. You've got a business to run – staff to sort – invoices and paperwork. But for haulage bosses, failure to protect your loads with the RHA's Conditions of Carriage could mean you are effectively running conditions of carriage.

What are the Conditions of Carriage?

Introduced in 1946 for the exclusive use of RHA members, the RHA Conditions of Carriage define a haulier's legal relationship with their customers. They specify the responsibilities of the customer and consignee towards the collection, transportation and delivery of goods.

Why should I use them?

Our frequently congested road network means that just-in-time deliveries and last-minute orders can sometimes be put at risk.

However, by incorporating the RHA Conditions into the contract could save operators a fortune should any problem arise. For example, unless agreed otherwise with the customer, the Conditions set a limit of £1,300 per tonne on the gross weight of goods lost, wrongly delivered, or damaged.

Not using them simply exposes the carrier to Common Law and claims for consequential loss. Without their protection the operator could be held responsible for the full value of a consignment that had suffered minor damage while in their care.

In extreme circumstances operators could find themselves liable for losses resulting from the closure of an entire production line because of a delayed delivery.



Chrys Rampley, who manages Conditions of Carriage for the RHA points out that it's an excellent package: *"remember you are insuring your liability, not the goods. Hauliers need to explain to customers that they will need to take out their own insurance to cover the goods. It's imperative you have Conditions [of Carriage] to limit your liability, you must send a copy to the customer and quote use of RHA Conditions of Carriage every time you quote for a job, or you're leaving yourself wide open."*

Long recognised as the 'industry standard', the RHA Conditions of Carriage are tried, tested and well understood. For that reason, we are often alerted of non-members who are using them under false pretences.

When am I covered by them?

If you are a member of the RHA you are covered by them. If you leave membership – you aren't. That can have devastating consequences for your business, your customers, and your insurance premiums.

Anyone reading this who is not an RHA member but is using the Conditions is in direct contravention of The Business Protection from Misleading Marketing Regulations 2008.

Such is the importance of the Conditions that we are always quick to follow up on any misuse and we always inform the relevant local Trading Standards office of any violations. They in turn will use their statutory powers to investigate further and to bring forward criminal or civil proceedings. Today's technology means it is easier than ever to find those using the Conditions under false pretences.

And when we find them, we will prosecute. Be warned.

What else is available to me?

The RHA also offers a fully comprehensive, risk-managed insurance policy called FR8. The Conditions of Carriage inclusion in the membership package helps to cut the premium hauliers would otherwise face.

But what if you are not in the general haulage sector? The RHA also covers a number of sector-specific conditions of carriage such as skip hire, bulk liquids, livestock, storage, caravan haulage, and abnormal loads.

To find out more about the RHA Conditions of Carriage and their value to your business visit **rha.uk.net** or call **01733 261131**.