# Summary of changes to RHA Conditions of Carriage for 2026

**Changes to loading and unloading (Condition 4(1))**

The Conditions of Carriage still make the Customer responsible for the loading and unloading of goods and provide that the Carrier will not be liable for any loss or damage arising from the loading or unloading, any overloading or unsafe loading of goods, however the update now carves out that this exclusion of the Carrier's liability would not apply where it has been agreed that the Carrier would be responsible for loading or unloading the goods.

In this Condition, the Customer also indemnifies the Carrier from any loss, damage, death or injury that may arise during the loading or unloading or as a result of how the vehicle has been loaded, but the update now carves out that this indemnity will not apply where it has been agreed that the Carrier will be responsible for loading or unloading or if the loss, damage, death or injury is attributable to the negligence of the Carrier.

**Changes to when the Carrier's liability starts and ends (Condition 7(2))**

The Conditions set out that the Carrier is liable for any loss, mis-delivery or damage that occurs to a consignment during transit. The updated Conditions change the point at which transit is deemed to end. Previously transit was deemed to end when the consignment arrived at the proper place of delivery, however this has been amended so that transit now ends when the consignment is tendered at the proper place of delivery. Tendered essentially mean the point at which the goods are made available to the Customer or Consignee.

**Changes to the Carrier's charges when a consignment is lost (Condition 9(4))**

A new Condition has been added which sets out that where the Carrier is liable for any loss, mis-delivery or damage to a consignment, the Customer will not be liable to pay the Carrier's charges in respect of that load, unless the Customer requests re-delivery, in which case only the Carrier's charges in respect of the re-delivery are payable.

**Changes to Force Majeure (Condition 10(2)(c))**

The definition of Force Majeure Event has been updated to limit the circumstances when a fire would constitute a Force Majeure Event. The amendment means that the Carrier's liability in respect of losses arising from a fire would only be excluded where the fire was caused by the Customer or Consignee.

Road accidents have also been removed from the list of Force Majeure Events set out in Condition 10(2)(c). This means that the Carrier would now be liable for loss of or damage to goods arising as a result of a road accident. This is following feedback from RHA

members that insurers had been reluctant to pay out where goods had been damaged as a result of a collision.

An addition to the list of events that would constitute a Force Majeure Event is where delays are incurred as a result of an act or omission of a third party. In such an event, the Carrier would now not be liable for any resulting losses.