



GUIDE AND CHECKLIST

Chain of Responsibility: the duty, the 2026 changes, and the carrier file.

For transport compliance and procurement managers. What the Heavy Vehicle National Law asks of the business that books, loads, and contracts, and the record that shows you met it.

Current to October 2026

Penalties for 1 August 2026 to 30 June 2027;
review by 30 June 2027

Includes

A carrier checklist and an
evidence record

Covers

ACT, NSW, Qld, SA, Tas, Vic,
with WA and NT

START HERE

The short version.

If your business sends freight out or takes it in by heavy vehicle, it is in the Chain of Responsibility, whether anyone has told you or not. The duty sits with the business that sets the delivery window, loads the trailer, books the carrier, and signs the contract. The law that governs it changed on 1 August 2026.

- 1 A business is a party because of what it does, not what it is called.** The NHVR's rule of thumb: if your business sends or receives goods by heavy vehicle, it is in the chain.⁵
- 2 Contracting the haulage out does not take you out of the chain.** The NHVR's advice of 22 September 2026 says a party remains one even when its transport activities are contracted or subcontracted.⁷
- 3 The contract is covered by the duty.** Entering into a contract is conduct the Primary Duty covers (s 26C(3)), and a duty under the HVNL cannot be transferred to another person, a carrier included (s 26B(4)).²
- 4 Pressure on a driver now costs twice as much.** The base penalty for asking, or contracting, for something you know or ought reasonably to know would make a driver speed, drive while impaired by fatigue or unfit to drive, or drive a fatigue-regulated heavy vehicle in breach of work and rest hours doubled, to AU\$28,230 once indexed (1 August 2026 to 30 June 2027).^{2, 9}
- 5 A company's most serious Primary Duty breach carries up to AU\$4,230,550** from 1 August 2026 to 30 June 2027, on the NHVR's indexed schedule.⁹

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General information, not legal advice. Sources are numbered and listed on the last page, each with the date it was read.

01 THE BASICS

Responsibility follows the function, not the job title.

Chain of Responsibility is the part of the Heavy Vehicle National Law (HVNL) that makes parties other than drivers responsible for the safety of heavy vehicles on the road.¹ The law puts it as a principle: the safety of transport activities relating to a heavy vehicle is the shared responsibility of each party in the chain.²

A heavy vehicle, for these purposes, is one with a gross vehicle mass or aggregate trailer mass over 4.5 tonnes, or a combination that includes one.² A crash caused by a fatigued driver often starts somewhere else: a delivery window nobody could meet legally, a load that was not ready when the truck arrived, a contract that paid by the drop and penalised lateness. Before October 2018 these laws were based on extended liability. Since then they have worked on a positive duty that each business carries for itself.⁴

The 10 functions that make a business a party.

A business is a party when it performs any one of these.⁵

01 Employer Employs a driver of a heavy vehicle.	02 Prime contractor Engages a self-employed driver.	03 Operator Operates the vehicle.	04 Scheduler Schedules the goods or the drivers.	05 Consignor Consigns the goods.
06 Consignee Receives the goods.	07 Packer Packs the goods.	08 Loading manager Manages the premises where goods are loaded or unloaded.	09 Loader Loads the goods.	10 Unloader Unloads the goods.

Three details that catch compliance and procurement teams out.

The contract wording does not decide it.

The NHVR says you are a party "because of a function you perform, not because of a title or job description, or the words of a contract."⁵

A busy dock makes you a loading manager.

On the NHVR's description, that is whoever manages premises where five or more heavy vehicles are loaded or unloaded each day.⁵ The law also counts a person assigned to supervise or control the loaders and unloaders there.²

The driver is not a party for driving.

Driving is not one of the functions, though drivers carry obligations of their own. An owner-driver is a party, as the operator of their own vehicle.⁵

02 THE PRIMARY DUTY

One duty, whatever you do in the chain.

However many functions a business performs, the NHVR says it has one Primary Duty.⁵ Section 26C of the HVNL says each party "must ensure, so far as is reasonably practicable, the safety of the party's transport activities relating to the vehicle."²

That means eliminating public risks, and where that is not reasonably practicable, minimising them. It also means, so far as is reasonably practicable, ensuring the business's conduct does not directly or indirectly cause or encourage a driver, or another party, to break the law.²

"Reasonably practicable" means what could reasonably be done at the time, weighing up all relevant matters, the last of which is whether the cost is grossly disproportionate to the likelihood of the risk or damage.² Where more than one party has the duty, each discharges it to the extent it can influence and control the matter, or would have been able to but for an agreement that limits that capacity.²

"A duty under this Law may not be transferred to another person."

Heavy Vehicle National Law, section 26B(4)²

Why this is a procurement matter.

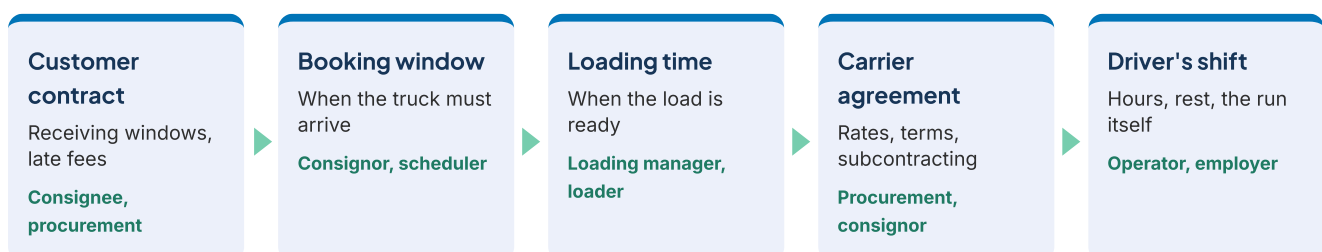
The contract is conduct. Entering into a contract counts as conduct under the duty, so the terms you set are part of what you are judged on.²

The carrier does not take your duty. A contract can set safety expectations, give you access to a carrier's safety information, and set up monitoring and reporting, but the duty stays with you.^{2, 6}

Shared is not equal. The NHVR's advice of 22 September 2026 says parties "remain a CoR party even when their transport activities are contracted, or subcontracted, to another party." Shared responsibility "does not mean equal responsibility": it follows influence and control, and parties are accountable for "the constraints they impose" on others.⁷

Nothing has to go wrong. The NHVR's guidance says a business could be charged "even if no incident has actually occurred."⁴

Where the constraint is set.



Each box is a point where a constraint is set long before the truck leaves. Responsibility follows influence and control,⁷ so the business that sets the constraint answers for it.

What we recommend: treat every carrier contract and every booking rule as a safety document, and keep the reasoning behind it. The question a regulator asks is what you knew, what you could influence, and what you did about it.

03 THE 2026 CHANGES

What changed on 1 August 2026.

The amended HVNL commenced on 1 August 2026, after the Heavy Vehicle National Law Amendment Act 2025 passed the Queensland Parliament on 18 November 2025.⁸ The Primary Duty itself is word for word the same. These are the changes that bear on a business's duty.

S 26E Prohibited requests and contracts were widened, and the penalty doubled.

It is an offence to ask, direct, or require a driver or another party to do something the person "knows, or ought reasonably to know" would cause the driver to speed, drive a heavy vehicle while impaired by fatigue or unfit to drive, drive a fatigue-regulated heavy vehicle in breach of work and rest hours, or break another law to avoid doing one of those. It is equally an offence to enter into a contract the person knows, or ought reasonably to know, would cause or encourage any of them. The fatigue limb now covers any heavy vehicle, driving while unfit is new, and the base penalty rose from AU\$10,000 to AU\$20,000.² Indexed, it is AU\$28,230 from 1 August 2026,⁹ up from AU\$14,120 on the July 2026 schedule.¹⁰

S 26D(1A) The executive duty has its own subsection.

It applies to the Primary Duty, with its penalty tied to the three breach categories.²

S 457A Safety management systems are now defined in the law.

An audit of one by an approved auditor is admissible in a Primary Duty prosecution (s 632B).²

S 705 Codes of practice are now issued by the NHVR.

They replace registered industry codes, and a court may rely on them to decide what was reasonably practicable (s 632A).²

HVA Accreditation changed.

The Heavy Vehicle Accreditation scheme replaced the old national scheme, with General Safety Accreditation and Alternative Compliance Accreditation levels.¹¹ An accreditation in force before 1 August 2026 keeps running under the old law until it expires or is cancelled.²

The operational rules changed as well. The NHVR lists updates to fatigue requirements, simplified work diary record-keeping, and changes to mass, dimension, and loading provisions.³ This guide is about the duty; for the detailed rules that apply to a fleet, go to the NHVR's reform pages.

FOR PROCUREMENT**Section 26E reaches the buyer's side of the contract.**

It applies to any person who asks for or contracts for these things, and that includes the pressure a customer or a shipper applies: the window that cannot be met without breaking the rules, the late fee that makes a driver choose between the fine and the rest break. If your business writes those terms, this is the change to act on first.

04 EXECUTIVES AND PENALTIES

Due diligence is a personal duty.

If the business is a party, its executives carry a separate duty to exercise due diligence to make sure it complies.² For a company, that means an executive officer; for a partnership, a partner. An executive can be convicted even if the business itself has not been prosecuted.²

This may include you. The HVNL defines an executive officer of a corporation as a director or "any person, by whatever name called and whether or not the person is a director of the corporation, who is concerned or takes part in the management of the corporation."² The NHVR's own page puts it more broadly still: the term "includes an executive officer, a manager or another person who takes part in the management of a business."¹²

The law spells out what due diligence involves: taking reasonable steps to keep up to date with safe transport practice, understanding the business's own transport activities and their risks, making sure it has and uses the right resources and processes, and verifying that those resources and processes are actually being provided, used, and implemented.² That last step is the one a board paper cannot satisfy on its own. An executive who fails in the duty can face the same penalty as an individual who breached the Primary Duty.⁴

The maximum penalties, 1 August 2026 to 30 June 2027.

The HVNL sets each maximum penalty in dollars and indexes it every 1 July; the NHVR publishes the indexed figures.^{2,9}

Offence	Individual	Company
Category 1 , reckless conduct exposing someone to risk of death or serious injury or illness (s 26F)	AU\$436,850 or 5 years' imprisonment, or both	AU\$4,230,550
Category 2 , a breach that exposes someone to that risk (s 26G)	AU\$212,090	AU\$2,120,880
Category 3 , a breach of the Primary Duty (s 26H)	AU\$70,580	AU\$705,820
Prohibited requests and contracts (s 26E)	AU\$28,230	Up to AU\$141,150, five times the individual maximum (s 596)

The figures in the law itself are the base amounts: AU\$300,000 and five years, AU\$3,000,000 for a company, and so on down.² Those are the numbers most guides still quote, without a date. Where an offence sets no separate figure for a company, as section 26E does not, a court may fine a body corporate up to five times the individual maximum.² Court is not the only outcome: the NHVR says sanctions range "from education and improvement notices to prosecution."⁷ None of the three Primary Duty categories can be dealt with by an infringement notice; they go to court.⁹ Since 1 August 2026, if a Category 1 charge is not proven, the court can find the person guilty of a Category 2 or 3 offence instead.²

What we recommend: give every executive a short, regular verification report: carriers checked and due, documents about to lapse, each incident of pressure and what changed because of it. It is the verification step of due diligence, on one page, with a date on it.

05 WHERE IT APPLIES

Six jurisdictions share one law. Two do not.

The HVNL commenced on 10 February 2014 in the Australian Capital Territory, New South Wales, Queensland, South Australia, Tasmania, and Victoria.³ Each has its own law adopting it, with some local variations.

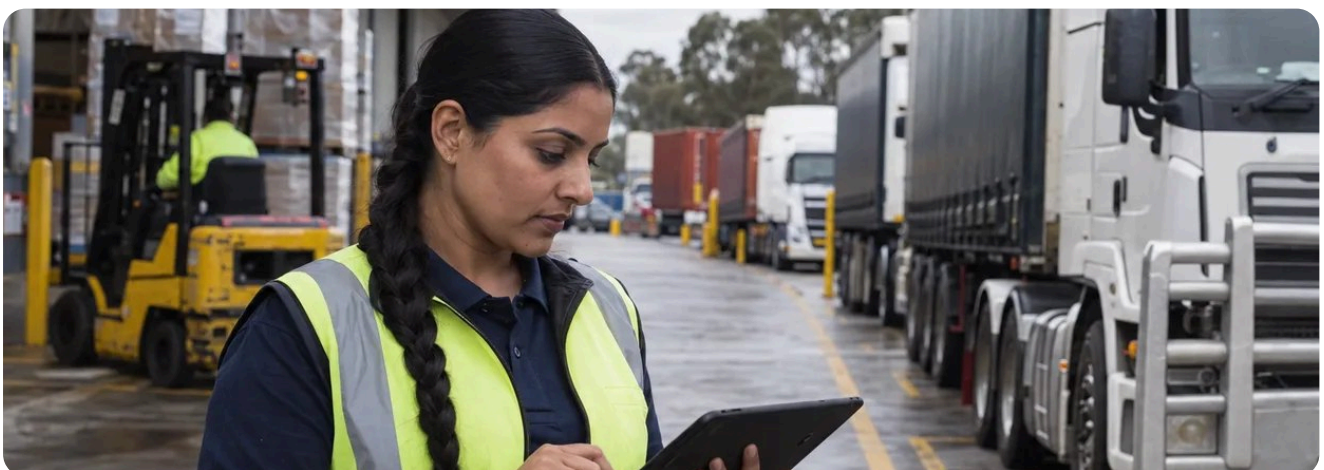
It has not commenced in Western Australia or the Northern Territory, but it applies to vehicles from those jurisdictions once they cross into one where it does, and some rules, such as work diary requirements, can apply before the border.³

Where	Which law	What it means for a national operation
ACT, New South Wales, Queensland, South Australia, Tasmania, Victoria	The HVNL, adopted by each; the text is the schedule to a Queensland Act	One duty, one set of penalties, one regulator, the NHVR
Western Australia	Its own Chain of Responsibility laws, in the Road Traffic (Administration) Act 2008 and the Road Traffic (Vehicles) Act 2012	Separate law and regulator, Main Roads WA; the HVNL applies once a WA vehicle crosses into a state or territory where it has commenced
Northern Territory	The HVNL has not commenced	Check the Territory's own road transport rules; the HVNL applies once an NT vehicle crosses into a state where it has

Western Australia brought in Chain of Responsibility in 2015, and Main Roads WA publishes yearly prosecution outcomes on its Chain of Responsibility page.¹³ A business that runs freight into Perth should read the WA rules on their own terms rather than assume the HVNL applies.

Chain of Responsibility sits beside your WHS duties.

The NHVR's advice on how the two fit together (13 January 2026) notes that many CoR parties are also duty holders under work health and safety law, and a distribution centre's people, docks, and forklifts are covered by the law of the state where the site is.²³ It says the standard in both is the same, to do what is reasonably practicable; the WHS duty covers contractors as well as workers, and a CoR party remains one when its transport is contracted out.²³ So the contractors and carriers on your site and on your contracts are part of what you manage, and the record is how you show it.



A national operation can sit under the HVNL, Western Australia's own laws, and a state's WHS law, all on the same day.

06 A WORKED EXAMPLE

One night at a distribution centre in western Sydney.

Forty trucks a day load at a third-party logistics business's distribution centre, which makes it a loading manager as well as a consignor. Its largest retail customer runs a regional distribution centre in Canberra with two-hour receiving slots and a fee for every missed one.

The operations team subcontracts the run to a carrier the business has used for a year, loading at 2am for a 6am slot. Procurement signed the carrier agreement eight months ago. Compliance holds the carrier's insurance certificate from the original tender.

2am

The load runs late.

The trailer is ready two hours behind plan. The driver has spent those hours waiting at the dock.

4am

The slot does not move.

The run to Canberra takes about three hours. Making the slot means driving at the end of a long shift, or pushing the speed on the Hume.

6am

The fee applies.

A missed slot costs the business money. A made slot may have cost something worse.

The distribution centre did not drive the truck, but it set the constraint, and under the NHVR's advice the responsibility follows the constraint.⁷ Here is what a careful compliance and procurement team has checked, and kept, before that night.

Check	What the NHVR or the law says	What to keep
The carrier, before the first booking	Find out how another business operates before you contract with it; you can also include provisions in the contract that give you access to its safety performance information. ⁶	Accreditation where it holds one, insurance, and how it manages fatigue, on file with expiry dates
The booking system	Among the NHVR's examples of fatigue controls: booking systems that "allow for unexpected delays without penalty", and loading planned so goods are ready for collection on time. ¹⁴ It has also published advice on managing the risks of time slot bookings (10 May 2022). ¹⁵	The booking rules, and how a delay is handled
The customer contract	Section 26E makes it an offence to enter into a contract you know, or ought reasonably to know, would cause or encourage a driver to speed, drive while impaired by fatigue or unfit to drive, or drive a fatigue-regulated heavy vehicle in breach of work and rest hours. ²	Whether a late fee survives a delay caused at the dock, and whether the window can move
The night itself	Among the NHVR's widely used measures for managing fatigue: "contingency plans are worked out in advance in case of delays" and "a driver is never required to drive while fatigued or at risk of fatigue". ¹⁴	The late load recorded, the receiving office told, a new slot agreed, the driver not asked to make up the time

07 FOR PROCUREMENT

What a contract can do, and what it cannot.

A carrier agreement is where a buyer has the most influence over a transport task it never sees. Before you sign, the NHVR says "you need to find out about how another business operates before you enter into a contract with them."⁶

A CONTRACT CAN

- Set expectations about safety practices.⁶
- Give you access to the carrier's safety performance information.⁶
- Establish ways for monitoring, reporting, and continuous improvement.⁶

A CONTRACT CANNOT

- Transfer your duty to the carrier. "A duty under this Law may not be transferred to another person."²
- Take you out of the chain because the work is subcontracted.⁷
- Be entered into lawfully if you know, or ought reasonably to know, it would cause or encourage a driver to speed, drive while impaired by fatigue or unfit to drive, or drive a fatigue-regulated heavy vehicle in breach of work and rest hours (s 26E(2)).²

The NHVR's Primary Duty page says you must not take actions that could influence drivers and others to speed or breach the HVNL, and lists "direct requests or terms in a contract", "financial penalties or rewards" and "preferential treatment".¹⁷ The law itself puts it as a duty to ensure, so far as is reasonably practicable, that your conduct does not directly or indirectly cause or encourage a breach (s 26C(2)(b)).² That list reaches beyond the contract itself, so check whether a rate that pays by the drop, a scorecard that rewards on-time arrival and nothing else, or a preferred-carrier list that favours whoever never misses a slot could influence a driver to speed or skip a rest.

Questions to put to every carrier agreement.

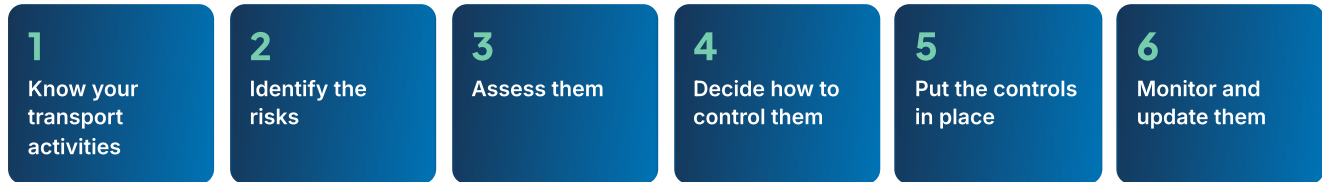
Term	The question to ask
Delivery windows and late fees	Does a fee still apply when the delay was caused at our dock or the customer's? Can the window move without penalising a safe late arrival?
Rates and incentives	Does anything in the rate, bonus, or scorecard reward speed over safe hours?
Safety information	Do we have a right to see the carrier's fatigue, maintenance, and incident records, and do we use it?
Subcontracting	May the carrier pass the run on, and if it does, who checks the next carrier and driver?
Documents and expiry	Which documents must stay current for the life of the contract, and who is told when one lapses?
Review	When was this agreement last read against the 1 August 2026 changes?

What we recommend: run these questions at every renewal and tender, and file the answers with the contract.

08 THE EVIDENCE

What records show you managed the risks.

The NHVR sets out six steps for meeting the Primary Duty.¹⁴



It names the main risks as fatigue, speeding, excessive mass or dimension, poorly restrained loads, and unsafe vehicles.¹⁴ The controls it lists include training or recruitment, procedures, forms and documentation, equipment, technology, monitoring, auditing, and "agreements or amended agreements".¹⁴

Your function	What you control	What shows you controlled it
Consignor or consignee	Delivery windows, booking terms, what you ask of carriers	Contract terms, booking records, how delays were handled
Loading manager, loader, or packer	Mass, dimension, restraint, and loading time	Load records, restraint checks, dock queue times
Scheduler	Driver hours and timetables	Schedules against work and rest hours, records reviewed regularly
Operator or employer	Vehicles, drivers, and carriers engaged	Maintenance and pre-start records, licences, the carrier file
Executive	Resources and processes	Evidence the processes are used and checked, not only written

Safety management systems and codes.

A safety management system is not a legal requirement for most heavy vehicle businesses, but the NHVR calls it one of the best ways to manage the risks and demonstrate compliance with the Primary Duty.¹¹ Operators accredited under the new scheme must have one. The NHVR's 2026 Master Code, reorganised around 45 transport activities, carries no offence for skipping a control, but a court can use it as evidence of what was reasonably practicable.¹⁶

Audit and training.

Auditing is one of the control measures the NHVR lists.¹⁴ Since 1 August 2026, an audit of an operator's safety management system by an approved auditor, carried out under the audit standard, is admissible in a Primary Duty prosecution (s 632B).² Training is a listed control too, and the NHVR publishes advice on managing the risks of undertrained workers.¹⁵ Part of an executive's due diligence is taking reasonable steps to acquire, and keep up to date, knowledge about the safe conduct of transport activities (s 26D(3)(a)).²

Audit frequency. The NHVR material we read sets no audit frequency for a business outside accreditation. Set it by risk: more often where you load heavy vehicles every day or rely on subcontracted carriers, and after any change to your customers' delivery terms.

09 CHECKLIST

The Chain of Responsibility checklist.

Print it, run it against your own operation, and file it. Every unticked box is a gap in the evidence, whatever the practice on the dock actually is.

Check	Owner	Date checked
Know your chain		
☐ We have listed which of the 10 functions our business performs, at each site. Evidence: a function register by site		
☐ We know which sites load or unload five or more heavy vehicles a day. Evidence: dock volumes by site		
Before a carrier is booked		
☐ Every carrier was checked before its first job: how it operates, its insurance, and its accreditation where it holds one. Evidence: the carrier file, with expiry dates		
☐ Our carrier contracts give us access to their safety performance information, and we use it. Evidence: the clause, and the last time we asked		
☐ We know whether each carrier subcontracts, and who checks the next carrier and driver. Evidence: subcontracting terms, and the subcontractor list		
Contracts and bookings		
☐ Our booking system and customer contracts allow for delay without penalising a safe late arrival. Evidence: booking rules, contract terms, delay records		
☐ No rate, bonus, scorecard, or preferred-carrier rule rewards speed over safe hours. Evidence: a review of rates and scorecards, dated		
☐ Every carrier agreement has been read against the 1 August 2026 changes. Evidence: review date on each agreement		
On the dock		
☐ Loading is planned so goods are ready when the truck arrives, and restraint is checked before it leaves. Evidence: load plans, restraint checks, queue times		
☐ Schedules are checked against work and rest hours, and those records are reviewed. Evidence: schedules and review notes		
☐ Loaders, schedulers, and dock staff are trained in their part of the duty. Evidence: who was trained, in what, and when		
Management and reach		
☐ Everyone who takes part in managing the business can show they check that all of this happens, not only that it is written down. Evidence: verification records, not policies		
☐ Where we run freight into Western Australia or the Northern Territory, we have read the rules there. Evidence: a note of the rules read, and when		

10 TEMPLATE

The carrier file: an evidence record.

One row per carrier; the first row is an example. The point is not the form; it is that the answer to "what did you check, and when?" exists in one place, with a date and a name against it.

Carrier	Checked before first job	Insurance expires	Accreditation and expiry	Fatigue approach	Safety info right	Last reviewed, by
<i>Example Carriers Pty Ltd</i>	<i>Yes, 3 February 2026</i>	<i>30 June 2027</i>	<i>HVA General Safety, to May 2028</i>	<i>Fatigue plan sighted</i>	<i>Clause 14</i>	<i>12 October 2026, J. Lee</i>

And one row per incident of pressure.

A late load, a missed slot, a request to make up time. These are the moments the duty is tested, so they are the moments worth recording.

Date	Site and carrier	What happened	What we changed or agreed	Recorded by
<i>9 October 2026</i>	<i>Western Sydney DC, Example Carriers</i>	<i>Load ready 2 hours late for a 6am Canberra slot</i>	<i>Receiving office told; slot moved to 10am; no time made up</i>	<i>Dock supervisor</i>

A paper file works until the carrier list grows. Past a handful of carriers, the expiry dates are what slip: an insurance certificate that lapsed in March and was never asked for again. That is the problem the next page is about.

11 KEEPING IT CURRENT

The carrier file is contractor management.

Most of the evidence in this guide is about other businesses: the carriers, owner-drivers, and subcontractors you engage. That makes it contractor management, and it fails the same way contractor management fails elsewhere, in spreadsheets and inboxes that nobody can search when it matters.

This is where ComplyFlow is built to help. It is Contractor Management Software: one record for every contractor, worker, site, and process, so nothing is entered twice and a status set once is what every gate knows.

Check the carrier once.

A carrier can be prequalified like any other contractor, through a questionnaire where insurances are mandatory and documents are uploaded against it.¹⁸

Hold the vehicle's documents.

Vehicle documents are held against the vehicle, with their expiry dates, and approved by the people assigned to that category.¹⁹

See what is about to lapse.

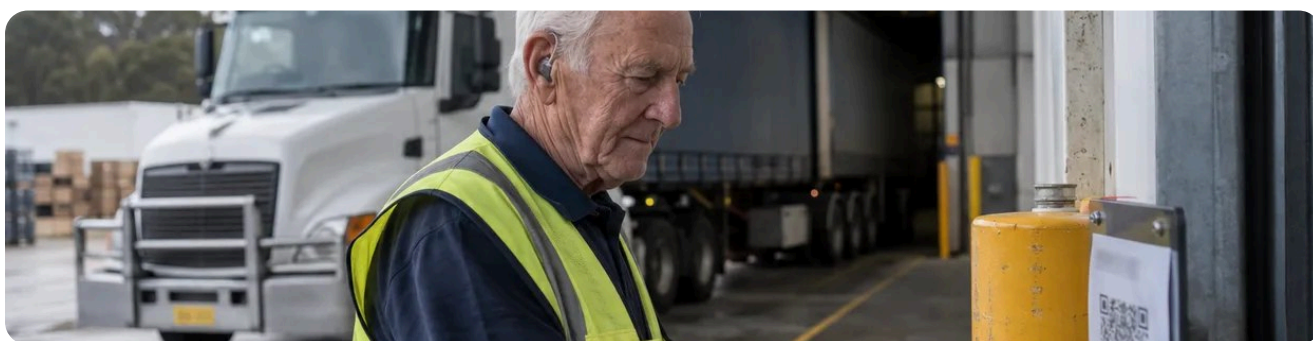
A single report shows every document across the account, including anything due to expire within a set number of days.²⁰

At the dock, the same record.

Drivers and contractors sign in on their own phone, against the site's requirements.²¹ Where the site is set up that way, a lapsed licence or an expired certificate stops access at sign-in. A live list shows who is on site.²²

For the audit, the same record again.

What was checked, by whom, and when stays with the carrier, the vehicle, and the driver. When someone asks what you knew before the truck left, the answer is a search, not a hunt through a shared drive.



Much of the duty is decided at the dock and in the booking system, long before the truck is on the highway.

START SMALL**Start with the carriers you book most.**

Put your busiest carriers and one distribution centre on the record, then run the checklist on page 11 against it. The gaps it shows are the ones worth closing first.



Compliance you can prove, instantly.

Every contractor, worker, site, and process. Every time.

Try it on your own carriers.

Two ways to see whether ComplyFlow keeps your carrier file current, and whether the record would stand up when someone asks.

Create a free account.

The Starter plan is free for up to 5 users and 5 sites. No credit card required.

Create Free Account

complyflow.com/create-free-account

Book a demo.

See a carrier prequalified, a driver signed in at the dock, and the expiry report, on your own requirements.

Book a Demo

complyflow.com/request-demo

1

Create your free account.

5 users and 5 sites, no card.

2

Add your first carriers.

Set the documents you require of them, with expiry dates.

3

Run this guide's checklist.

Against the record, not against memory.

Keep reading: the full guide online at complyflow.com/blog/chain-of-responsibility, and our page for transport and logistics.

Trusted by teams at **Qantas**, **CBRE**, **Auckland Transport**, and **Australian Catholic University**. Sydney-based since 2009, ISO 27001 certified, serving Australia and New Zealand.

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This guide is general information, not legal advice. It summarises the Heavy Vehicle National Law and the NHVR's published guidance as read on the dates above, for businesses in the jurisdictions where the HVNL applies. Penalty amounts are the NHVR's indexed figures for 1 August 2026 to 30 June 2027 and change every 1 July; this guide is due for review by 30 June 2027. For a decision about your own operation, read the law and the regulator's guidance in full and take legal advice.

Published by Comply Flow Pty Ltd (ABN 92 137 044 494), Unit 3/12 Sydney Rd, Manly NSW 2095. hello@complyflow.com.au. October 2026.