



TERMS &
CONDITIONS
2025



J. EXLEY LTD

HEAVY HAULAGE

MACHINERY REMOVALS & INSTALLATIONS

J. EXLEY LTD TERMS & CONDITIONS 2025

Section 1 General

Unless we have been informed otherwise or included any of the following in our scope of works, we shall assume that:

- 1.1 All orders will be received in writing prior to any work commencing. This can be via email, text, or completion of our booking form.
- 1.2 Others are to be responsible for the disconnection and reconnection of any electrics, mains and services unless otherwise outlined in our quote.
- 1.3 No changes to the layout of the work areas that could restrict the access of our staff or vehicles have taken place since our site surveyor has visited site(s). Failure to notify us of any significant changes could result in the job being postponed at full charge.
- 1.4 Where we are unloading equipment from others transport it will be there upon our arrival or at the time agreed on the order. Waiting times will be charged on a daily/hourly rate over and above our quoted price.
- 1.5 The job we are quoting for is to be undertaken on a continuous working basis. Should you wish to segregate the move this can be undertaken at an extra cost.
- 1.6 Any equipment moved is to be repositioned once only. Subsequent moves will be charged on an hourly basis at our discretion if the time taken to complete this exceeds our quoted time on site.
- 1.7 Any requests for risk assessments, method statements or lift plans will be made to our office 48 hrs before the commencement of work. There will be an additional charge for this service.
- 1.8 Requests for amendments to Lift Plans and RAMS are to be made IN WRITING and we require a minimum of 48hrs to carry out amendments. This timescale may increase depending on the complexity of the project.
- 1.9 Any amendments to lift plans or RAMS made less than 48hrs before work is due to commence on site may incur a delay to works starting and charges will be applicable as per our standard terms and conditions.
- 1.10 Where we are quoting to carry our Contract Lifts, our Lift Plans and RAMS will meet all current requirements under BS7121 Safe Use of Cranes, PUWER, LOLER and current HSE Legislation. Requests for RAMS to meet additional client internal requirements may incur additional charges should this not be required to meet the above standards.
- 1.11 Amendments to Lift Plans and RAMS to correct any mistakes made by J. Exley Ltd will be carried out at no additional cost
- 1.12 If requested amendments materially alter the scope of the lift, additional charges may apply
- 1.13 All access routes must be kept clear for the duration of the operation.
- 1.14 Where no site survey of the delivery / collection premises is possible, and the access is insufficient for us to carry out the work outlined above without hindrance the additional time will be charged on an hourly/daily basis.
- 1.15 We have unrestricted access to all areas of work.
- 1.16 That there are no restrictions on the use of our gas / diesel / electric powered equipment.
- 1.17 Where equipment is to be removed for disposal, prices quoted have allowed for any scrap value the equipment may have.
- 1.18 Any slinging points located on equipment is assumed to be of sufficient capacity to enable the machinery or equipment to be lifted "as is", should this not be the case the client is responsible for supplying alternative slinging points or lifting information allowing us to lift the equipment safely and without damage.
- 1.19 All roadways and other surfaces are assumed to be of a suitable load bearing capacity to allow us access to and from site and to set up our plant and equipment for lifting. If we have not been made aware of any weight restrictions prior to starting work, we cannot be held responsible for damage caused by our vehicles except through our own negligence.
- 1.20 Where a site survey has already been carried out based on the information provided at the time, any subsequent visits requested by the client or required due to changes in site conditions, restricted access, or missing information not disclosed at the time of the original survey may incur additional charges. These will be quoted separately and agreed in writing prior to attendance
- 1.21 For fixing purposes floors are taken to be a minimum depth of 200 mm (8") and of suitable strength to allow us to securely fasten foundation bolts for machinery into it. Should this not be the case and we are unable fix the bolts as required, any additional work required to secure the equipment will be undertaken as a separate quote or on an hourly/daily basis.
- 1.22 An allocated space for us to park our vehicles, plant, equipment and site offices/containers shall be available for the duration of our work on site. If any of the above points are not met and waiting time is incurred by ourselves, we reserve the right to make an additional, hourly/daily rate charge over and above the quoted price.
- 1.23 Terms of Carriage underwritten by the Road Haulage Association and Heavy Transport Association.

Section 2 Working Provisions

Unless agreed with our site surveyor and detailed on the quote we have not made any provision(s) for:

- 2.1 Working weekends, bank holidays or outside hours 8am to 5pm. We may choose however to work additional hours at our own cost.
- 2.2 Preparing foundations for any equipment.
- 2.3 Providing shims or packings for the lining / levelling of machinery.
- 2.4 Bolts or chemical compounds (resins, grouts etc) required to secure machinery to the floor.
- 2.5 Providing or disposing any packing materials associated with equipment.

- 2.6 Moving benches, racks or cupboards holding associated machinery parts or stock that is not outlined on the quotation.
- 2.7 Working in or around substances hazardous to health.
- 2.8 Removing or disposing of any substances hazardous to health.
- 2.9 Removing oil, water or other substances contained in heating / cooling rollers, sumps, gearboxes or any other assemblies which contain substances that are not self-contained whilst transporting the equipment.
- 2.10 Site-specific inductions and checks will be completed as part of our allowable site time, unless they are significantly beyond standard practice, in which case additional charges may apply
- 2.11 Alteration of any doorways or entrances to allow machinery to be taken out/installed or dismantling the machinery to achieve the same.
- 2.12 Providing new bolts, screws, fixtures, and fittings that are found to be unusable after dismantling any machinery.
- 2.13 Re-Splicing conveyor / drive belts that need to be separated to allow us to move the machinery.
- 2.14 Providing timber, securing straps nails or antirust compounds for securing machinery in others transport or into shipping container for export. Please contact us for prices should this option be required.
- 2.15 Repeat site visits or follow-up surveys due to client changes, site inaccessibility, or new requirements are not included unless specifically detailed in the quotation

Section 3 Additional Notes

- 3.1 A job sheet with the hours worked must be signed by an authorised person upon job completion. The hours listed on this sheet will be the hours chargeable at the quoted rates and the customer is responsible for ensuring that the person signing the sheet is authorised to do so.
- 3.2 Payment terms for credit account customers are strictly 30 days EOM unless agreed with a Company Director prior to work commencing.
- 3.3 Credit facilities may be withdrawn at any time at the discretion of the Company Directors. New applications will be subject to credit checks with our chosen credit score agency (see section 4).
- 3.4 Payment terms for non-account customers are pro forma unless prior arrangements have been made.
- 3.5 Late Payment. The company will also be entitled to reimbursement of all external or additional costs and expenses reasonably incurred via agency and legal fees, along with interest charged at 8% above the Bank of England base rate, or a rate of 5% per month where agreed, whichever is lower, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
- 3.6 Returned cheque. In the unfortunate event that your payment is returned by your bank, we reserve the right to request an administration charge of £50 (which includes an amount levied to us by our bank). J. Exley Ltd Terms & Conditions-2024
- 3.7 Any claims for damages must be made in writing to our office within 7 days of job completion or project milestone. Any claims for damage that have been repaired without informing our office or is outside the 7-day notification period will not be entered into.
- 3.8 Order numbers for additional work must be received in writing prior to us commencing work.
- 3.9 Any cancellations (which include adverse weather conditions) must be made Monday to Friday during normal working hours of 8am-5pm at least 24hrs (or 72hrs over the weekend) before the job start time or a charge may be made of up to 100% of quoted the price, as we may be turning down other offers of work. Any non-standard i.e. hired-in equipment or plant may need to be cancelled more than 24 hours in advance of a booked job, cost to be advised upon cancellation
- 3.10 Production Downtime and Consequential Losses:
J. Exley Ltd shall not be liable for any indirect, special, or consequential losses, including but not limited to production downtime, loss of revenue, or business interruption, arising from delays, cancellations, rescheduling, or performance of the works.

Section 4 DATA PROTECTION NOTICE

- 4.1. We may transfer information about you to our bankers/financiers/insurance agents, for them to provide their services to us and other customers of theirs and to help them to (a) obtain credit insurance (b) undertake credit control (c) undertake assessment and analysis (including credit scoring, market, product and statistical analysis) (d) securitise debts and (e) protect their interests.
- 4.2. We or our bankers/financiers may make credit reference agency searches in respect of your business and its principals. Please note that credit reference agencies make a record of searches which may be used to prevent fraud or money laundering or by other subscribers to make credit decisions about you.
- 4.3. Our bankers/financiers may give information about you and your indebtedness to the following for the purposes as stated.
- 4.4. Any other divisions or associated companies of theirs - for the business purposes of such divisions or companies.
- 4.5. Our or their insurers - to quote for and issue any credit policy or to deal with any claims.
- 4.6. Any advisers acting on our or their behalf - so the advisers can carry out their services.
- 4.7. Any business to whom your indebtedness or our financing arrangements with them may be transferred - to facilitate such transfer.
- 4.8. To any person to whom they have a duty of disclosure or to whom the law permits disclosure.
- 4.9. Our bankers/financiers may make decisions about you solely using an automated decision-making process, such as credit scoring; however, they will tell us (and in turn we will tell you) if they make a significant decision only using such

process. Through us you can then request a review of their decision using other means.

4.10. Our bankers/financiers may monitor and/or record your phone calls to them for training and/or security purposes.

4.11. We will provide you with details of our bankers on request, including a contact telephone number from where you can obtain details of the credit reference agencies used by them and any third parties to whom information is transferred.

4.12. To Limited, Partnership and Sole Trader Debtors - We may transfer information about you to our bankers/ financiers for the purposes of providing services and for the following purposes:

- Obtaining credit insurance
- Making credit reference agency searches J. Exley Ltd Terms & Conditions- 2024
- Credit control
- Assessment and analysis (including credit scoring, market, product and statistical analysis)
- Securitisation
- Protecting our interests.

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

Section 5 Storage

5.1 Storage is charged per square metre, per week. All quotes are calculated based on the dimensions and weight information provided by you, the customer.

- If an item occupies less than a full square metre, charges will be rounded up to the nearest **0.5 square metre**.
- If the items received into storage exceed the dimensions provided, we reserve the right to adjust the quoted price on a pro-rata basis to reflect the actual space occupied.

By accepting this quote, you agree to RHA's Terms and Conditions of Storage, which include insurance cover at £100 per tonne. Additional cover is available upon request at an additional cost—please contact your representative for details.

5.2 RH&D is charged up front and is based on quantity and weight. All quotes provided are an estimate based on the dimensions and weight supplied by you, the customer. In the event that the item(s) received into storage exceed those dimensions and weights, we reserve the right to adjust the price to reflect the actual area the item occupies and complexity of offloading.

5.3 Items sent to J. Exley without prior agreement that cannot be identified, will be quarantined and charged at £15.00 per square meter, per week until the owner of said items is identified.

5.4 Items sent to J. Exley, not intended for storage, that remain at our premises beyond 2 working days will be automatically charged storage at our standard rate at the time. Our terms and conditions of storage are underwritten by the Road Haulage Association and are in addition to our standard terms and conditions.



Road Haulage Association Limited

CONDITIONS OF CARRIAGE 2024

Effective January 2024

PLEASE NOTE THAT THE CUSTOMER WILL NOT IN ALL CIRCUMSTANCES BE ENTITLED TO COMPENSATION, OR TO FULL COMPENSATION, FOR ANY LOSS AND MAY BE SUBJECT TO CERTAIN EXCLUSIONS AND LIMITATIONS. THE CUSTOMER SHOULD THEREFORE SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED WHILE CONSIGNMENTS ARE IN TRANSIT

Company Stamp or details

J Exley Ltd
Unit 2, AAA Park
54 Leeds Road
Mirfield
West Yorkshire
WF14 0DE

0 0 0 6 2 6 5 - 0 0 0 RHA membership number

(hereinafter referred to as "the Carrier") is not a common carrier and accepts goods for carriage only upon that condition and on the conditions set out below (the Conditions). No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised to do so in writing by a Director of, Principal of, or Partner in the Carrier, or by another person separately authorised by such a person in writing. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, have agreed or incorporate, and to the exclusion of any terms which might be implied by trade, custom, practice or course of dealing. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and must arrange adequate insurance to provide full cover for the Consignment, and any liabilities they may be under in respect of it, when the Consignment is in transit.

1. Definitions

In these Conditions:

"Customer" means the person or company who contracts for the services of the Carrier, including any other carrier who gives a Consignment to the Carrier for carriage.

"Contract" means the contract of carriage between the Customer and the Carrier.

"Consignee" means the person or company to whom the Carrier contracts with the Customer to deliver the Consignment.

"Consignment" means goods – whether sent as a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers – sent at one time in one load by or for the Customer from one address to one address.

"Dangerous Goods" means those substances and articles the carriage of which are prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or permitted to be carried only under the conditions prescribed therein, as well as all other substances and articles of a nature or having characteristics which represent a hazard or danger to persons or property, or which include any radioactive or explosive material.

"Demurrage" means any cost or expense the Carrier suffers as a result of the improper, excessive or unreasonable detention of any vehicle, trailer, container or other equipment belonging to or under the control of the Carrier.

"Force Majeure Event" shall have the meaning set out in Condition 10(2)(c)

"In writing" includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided that the information is readily accessible and durable so as to be usable for subsequent reference.

2. Parties and Sub-Contracting

(1) The Customer warrants that he is either the owner of the Consignment or is authorised by the owner to accept these Conditions on his behalf; and that he is similarly authorised by all those having a proprietary or possessory interest in the Consignment, to accept these Conditions on their behalf.

(2) The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part; and the name of every other such carrier shall be provided to the Customer upon request. The Carrier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, to the extent permitted by law.

(3) The Carrier contracts both for itself and also as agent of and trustee for its servants and agents and all other carriers referred to in (2) above, and also as agent of and trustee for such other carriers' servants and agents; and every reference in these Conditions to "the Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the full benefit of the terms of this Contract, and collectively and together with the Carrier shall be under no greater liability to the Customer or any other party than is the Carrier hereunder.

(4) Notwithstanding Condition 2(3), the carriage of any Consignment by rail, sea, inland waterway or air has been or will be arranged by the Carrier solely as agent of the Customer, and any such carriage shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatsoever, however caused, to any person for such carriage. Provided always that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred whilst the Consignment was being carried by road unless the contrary is proved by the Carrier.

3. Dangerous Goods

If the Customer does not disclose in writing and in advance that a Consignment contains Dangerous Goods, the Carrier shall be entitled to rescind the Contract. If the Carrier agrees to accept for carriage any Dangerous Goods so disclosed then the Customer must arrange for and ensure that the Dangerous Goods are classified, packed, marked, labelled and documented in accordance with all applicable statutory regulations for the carriage by road of the substance declared.

4. Loading and Unloading

(1) Unless otherwise agreed in writing the Customer will be responsible for the loading of goods onto the vehicle and will also be responsible for the Consignee unloading the goods off the vehicle. The Carrier will not be responsible for any loss or damage to the goods arising from loading the goods onto or unloading them off the vehicle, or from the overloading of the vehicle or from the unsafe loading of the vehicle. The Carrier may, at its sole discretion, through its servants and agents provide assistance in loading or unloading the goods if requested to do so by the Customer or the Consignee or the agents of either. The Customer shall indemnify the Carrier from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operations are taking place, or as a result of how the vehicle has been loaded, whether or not such loss, damage, death or injury is attributable to the negligence of the Carrier, its agents or servants.

(2) The Customer shall ensure that any cranes, fork lift trucks, slings, chains or other equipment used in loading or unloading the vehicle are suitable for that purpose, are well maintained and are only operated by personnel who have been suitably trained on the use of such equipment. The Customer will indemnify the Carrier against any and all consequences of failure of, misuse of or unsuitability of such equipment.

(3) The Customer shall ensure that there is adequate access to the loading and the unloading points and that the roadways to and from the public highway are of suitable material and that unloading will take place on good sound handstanding, where there will be sufficient space to load or unload the vehicle in safety.

(4) The Carrier shall not be liable for any loss or damage whatsoever, however caused, if the Carrier's personnel are instructed by the Customer or the Consignee or their servants or agents to provide service to an area which does not comply with Condition 4(3) above, whether or not against the recommendations of the Carrier or the Carrier's personnel.

(5) The Customer shall indemnify the Carrier against all liability or loss or damage suffered or incurred (including but not limited to damage to the Carrier's vehicle) as a result of the Carrier's personnel complying with the instructions of the Customer or the Consignee or their servants or agents, or where the Carrier has not been allowed reasonable opportunity to inspect a load which has been loaded by the Customer or the Consignee or their servants or agents.

(6) The Customer shall make available to the Carrier upon request details of any risk assessments which may have been carried out at the collection and/or delivery addresses and/or in relation to any equipment used in loading or unloading the vehicle. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Carrier. The Carrier may refuse to enter any site which the Carrier, at the Carrier's sole discretion, considers to be unsafe.

5. Obligations of the Customer

The Customer warrants that:

(1) The Consignment does not and will not: cause pollution of the environment or harm to human health; require any official consent or licence to handle, possess, deal with or carry; at any time whilst in the care or control of the Carrier constitute waste (unless the Carrier has been previously advised otherwise); and that the Consignment is of a nature that can be legally transported in the United Kingdom;

(2) It will comply, and will procure that all of its agents, employees and sub-contractors also comply, with any reasonable regulations of the Carrier relating to handling, health and safety, and security, of which they are notified or have been notified; and

- (3) It will provide the Carrier with such information and materials as the Carrier may reasonably require in order to comply with its obligations under the Contract, including but not limited to information relating to the weight and contents of the Consignment, and the Customer will ensure that such information is complete and accurate in all material respects.
- (4) The Customer shall, and shall procure that the Consignee shall, allow any employees or agents of the Carrier to access all welfare facilities available at their premises.
- (5) If the Carrier's performance of any of its obligations under the Contract is prevented, hindered or delayed by any act or omission of the Customer or by any failure by the Customer to perform any relevant obligation (Customer Default), then:
- without limiting or affecting any other right or remedy available to it, the Carrier shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and may rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, hinders or delays the Supplier's performance of any of its obligations;
 - the Carrier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Carrier's failure to perform or delay in performing any of its obligations as set out in this Condition 5(5); and
 - the Customer shall on written demand reimburse the Carrier for any costs or losses sustained or incurred by the Carrier arising directly or indirectly from the Customer Default.
- 6. Receipts**
- The Carrier shall, if so required, provide a document or electronic record prepared by the Customer or its agent acknowledging the receipt of the Consignment; but the burden of proving the condition of the Consignment and/or its nature, quantity, quality, or weight at the time of that receipt shall rest with the Customer. For the avoidance of doubt, the Customer shall not be entitled to withhold any of the Carrier's Charges where such receipt has not been provided.
- 7. Transit**
- (1) Unless otherwise agreed expressly between the parties, transit shall commence after the Consignment has left the premises from where the Consignment is collected.
- (2) Transit shall (unless it has terminated earlier) end when the Consignment arrives at the proper place of delivery at the Consignee's address within the customary cartage hours of the district, provided that:
- if no safe and adequate access to that address exists, or if no safe and adequate unloading facilities exist there, then transit shall be deemed to end at the expiry of one clear day after notice (by letter, telephone, fax or email or other agreed method of communication) of the arrival of the Consignment at the premises has been sent to the Consignee or the Customer;
 - when for any other reason whatsoever a Consignment cannot be delivered, or when a Consignment is held by the Carrier on instructions 'to await order' or 'to be kept till called for' or upon any like instructions, and no such order is given within a reasonable time, or the Consignment is not called for and removed within a reasonable time, then transit shall also be deemed to end at the expiry of that reasonable time.
- (3) The Consignment shall be at the sole risk of the Customer at all times when the Consignment is not in transit.
- 8. Undelivered or Undaimed Consignments**
- Where either of the provisions to Condition 7(2) operate such that transit is deemed to have ended, the Carrier may sell the Consignment; and payment or tender of the proceeds of sale to the Customer, after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment, shall discharge the Carrier from all liability in respect of such Consignment, its carriage and storage.
- Provided that:
- the Carrier shall do what is reasonable to obtain a reasonable price for the Consignment; and
 - the power of sale shall not be exercised where the name and address of the Customer or of the Consignee or of the owner of the Consignment or of any other person having any proprietary or possessory interest in it is known; unless the Carrier shall first have done what is reasonable in the circumstances to give notice to such persons that the Consignment will be sold unless within the time specified in that notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.
- 9. Carrier's Charges**
- (1) The Carrier's charges shall be payable by the Customer, without prejudice to any rights the Carrier may have against the Consignee, or any other person, to secure or obtain payment: Provided however that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee shall, within a reasonable period of demand for payment having been made of it, have failed to pay the Carrier's charges.
- (2) Charges shall be payable when due without deduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent, or any sums owed by the Customer to the Carrier become overdue for payment, all credit terms previously agreed shall be cancelled with immediate effect and all invoices and accounts issued by the Carrier shall be deemed due for immediate payment and all sums owing (whether due or not) shall thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- (3) The Carrier shall use reasonable endeavours to obtain a signed proof of delivery of the Consignment from the Consignee, unless otherwise agreed with the Customer. No payment shall however be withheld by the Customer where the Carrier is unable to provide a proof of delivery unless notification of non-delivery is received by the Carrier no more than 48 hours after the expected time of delivery of the Consignment and the Carrier is subsequently unable to evidence proof of delivery.
- (4) The Customer shall pay to the Carrier any storage charges incurred as a result of it exercising its lien in accordance with clause 13 below.
- (5) If the Contract is cancelled at any time the Customer shall pay the Carrier all costs and expenses which the Carrier has incurred prior to such cancellation.
- 10. Liability for Loss and Damage**
- (1) The Customer shall be deemed to have elected to accept the terms set out in sub-clause (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall be under no liability for loss of, or mis-delivery of or damage to or in connection with the Consignment, howsoever or whensoever caused, and whether or not caused or contributed to, directly or indirectly, by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.
- (2) Subject to these Conditions the Carrier shall be liable for:
- physical loss, mis-delivery of or damage to living creatures, burlion, money, securities, stamps, precious metals or precious stones comprised within the Consignment only if:
 - the Carrier has specifically agreed in writing to carry any such items; and
 - the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and
 - the loss, mis-delivery or damage is occasioned during transit and is proved to have been caused by the negligence of the Carrier, its servants, agents or sub-contractors;
 - physical loss, mis-delivery of or damage to any goods of a type not covered by sub-clause (a) above comprised within the Consignment, unless the same has arisen from a Force Majeure Event.
 - a "Force Majeure Event" shall mean any act(s), event(s), circumstance(s) or cause(s) the occurrence of which is beyond the reasonable control of the Carrier, including but not limited to:
 - act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war, act of terrorism, seizure or forfeiture under legal process, restraint of government;
 - error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Consignment or by any servant or agent of either of them;
 - inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Consignment;
 - any special handling requirements in respect of the Consignment which have not been notified to the Carrier;
 - insufficient or improper packaging, labelling or addressing, unless the Carrier has contracted to provide this service;
 - fire, flood, storm, earthquake, pandemic, or epidemic;
 - road congestion, road accidents, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown;
- (3) The Carrier shall not in any circumstances be liable for any loss or damage arising after transit is deemed to have ended within the meaning of Condition 7(2) hereof, whether or not caused or contributed to, directly or indirectly, by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.
- 11. Fraud**
- The Carrier shall in no circumstances be liable in respect of a Consignment in relation to which there has been fraud on the part of the Customer, the Consignee or the owner of the Consignment, or their servants or agents, unless the Carrier or of any servant of the Carrier acting in the course of his employment has been complicit in that fraud.
- 12. Limitation of Liability**
- (1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss of, mis-delivery of or physical damage to goods comprised within the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of

- (a) the value of the goods actually lost or mis-delivered, at the place they should have been delivered; or the amount by which damaged goods have been depreciated in value by reason of that damage; or
 - (b) the cost of replacing the goods actually lost or mis-delivered and/or reconditioning or repairing any damage to the goods; or
 - (c) a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged;
- and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold, and shall otherwise be taken to be their replacement cost to the owner at the commencement of the transit, and in all cases shall be taken to include any Customs and Excise duties or taxes paid or payable in respect of those goods when lost, mis-delivered or damaged;

Provided that:

- (i) in the case of loss, mis-delivery of or damage to a part of the Consignment, the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the gross weight of that part, regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
 - (ii) nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;
 - (iii) the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
 - (iv) the Customer shall be entitled to give to the Carrier notice in writing, to be delivered at least seven days prior to commencement of transit, requesting that the £1,300 per tonne limit referred to in Condition 12(1)(c) above be increased (but not so as to exceed the value of the Consignment) and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.
- (2) The liability of the Carrier in respect of claims for any other type of loss, liability or damage whatsoever and howsoever arising in connection with the Consignment shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the less, unless:
- (a) at the time of entering into the Contract with the Carrier, the Customer declares to the Carrier a special interest in the avoidance of physical loss, mis-delivery or damage to the Consignment, and/or a special interest in delivery within a specified period, undertaking to pay such surcharge, referable to the declared value of that interest or those interests, as may be agreed with the Carrier; and
 - (b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier confirmation in writing of the declared value of any special interest and of any agreed time limit, and of its agreement to pay the specified surcharge which it has agreed with the Carrier.
- (3) The Carrier shall not be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.
- (4) The following types of loss or damage are wholly excluded, and will not under any circumstances be the subject of compensation by the Carrier:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use of, or corruption of, software, data or information;
 - (f) loss of or damage to goodwill;
 - (g) indirect or consequential loss;
 - (h) any fine imposed on the Customer by the Consignee or its customer.

13. Indemnity to the Carrier

The Customer shall indemnify the Carrier against:

- (1) all losses, liabilities and costs incurred by the Carrier (including but not limited to those incurred in connection with loss of or damage to the carrying vehicle or to other goods carried) as a result of any breach of these Conditions by the Customer or any party on whose behalf it has contracted, or by reason of any error, omission, mis-statement or misrepresentation by the Customer or owner of the Consignment or by any servant or agent of either of them, or by reason of insufficient or improper packing, labelling or addressing of the Consignment, or by reason of fraud on the part of the Customer, the Consignee or the owner of the Consignment, or their servants or agents (as referred to in Condition 11);
- (2) all losses, liabilities and costs arising from claims and demands by whomsoever made and howsoever arising (including, for the avoidance of doubt, claims alleging negligence or conversion, or by H.M. Revenue and Customs in respect of dutiable goods, or arising out of the carriage of Dangerous Goods) in respect of any loss of or damage to, or in connection with, the Consignment in an amount exceeding the liability of the Carrier under these Conditions in respect of that loss or damage, whether or not that loss or damage was caused or contributed to, directly or indirectly, by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

14. Time Limits for Claims

- (1) The Carrier shall not be liable for:

- (a) physical loss of, mis- or non-delivery of, or physical damage to goods comprised within the Consignment unless advised thereof in writing, together with such evidence as may reasonably be required to prove that the physical loss of, mis- or non-delivery of, or physical damage to goods was caused by the Carrier, within seven days after the termination of transit or the date on which the transit should have terminated;
- (b) any other type of loss unless advised thereof in writing within twenty-eight days after the termination of transit or the date on which the transit should have terminated.

Provided that if the Customer proves that,

- (i) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable; and
- (ii) such advice or claim was given or made within a reasonable time after the time at which it did become reasonably possible for the Customer to advise the Carrier or make a claim in writing;

the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.

- (2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceedings are issued and notice in writing thereof given to the Carrier within one year of the date when transit commenced.

- (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

15. Lien

- (1) The Carrier shall have:

- (a) a particular lien on the Consignment for all charges due to the Carrier for the carriage, storage and/or warehousing of the Consignment and for all other proper charges or expenses incurred in connection with the carriage of the Consignment; and

- (b) a general lien on the Consignment for any sums overdue and unpaid by the Customer, by the owner of the Consignment or by any other person having any proprietary or possessory interest in it, by the Consignee, or by any agent of these persons, on any invoice, account or contract whatsoever.

If the Carrier exercises a lien, but appropriate payment is not made within 14 days after notice that the payment is due and has been given in accordance with Condition 12(2) above, the Carrier may sell the Consignment, or any part thereof, as agent for its owner and for those having a proprietary or possessory interest in it, and shall apply the proceeds towards any sums unpaid and towards the expenses of the retention, storage, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.

- (2) The Carrier may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place in its sole discretion, whether or not the contractual carriage has been completed, and these Conditions shall continue to apply during the period of exercise of such lien.

- (3) If the Consignment is not solely the property of the Customer, the Customer warrants that it has the authority of all those having a proprietary or possessory interest in the Consignment to grant to the Carrier liens as set out in Condition 15(1) above, and the Customer shall indemnify the Carrier for all claims and demands the Carrier may receive asserting that the Customer did not have that authority.

16. Unreasonable Detention

The Customer shall be liable to pay Demurrage, without prejudice to any rights that the Carrier may have against any other person in respect of any improper, excessive or unreasonable detention of any vehicle, trailer, container or other equipment belonging to or under the control of the Carrier.

17. Confidentiality

- (1) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.

- (2) Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18. Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF
THE ROAD HAULAGE ASSOCIATION

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Road Haulage Association Limited

CONDITIONS OF STORAGE

Effective 1 April 2021

PLEASE NOTE THAT THE CUSTOMER WILL NOT IN ALL CIRCUMSTANCES BE ENTITLED TO COMPENSATION, OR TO FULL COMPENSATION, FOR ANY LOSS AND MAY BE SUBJECT TO CERTAIN OBLIGATIONS AND INDEMNITIES. THE CUSTOMER SHOULD THEREFORE SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED WHILE GOODS ARE IN STORAGE.

Company Stamp or details

J. Exley Ltd
Unit 2, AAA Park
54 Leeds Road
Mirfield
WF14 0DE

0006265-000 RHA membership number

(hereinafter referred to as "the Contractor") accepts Goods for Storage only upon the Conditions set out below. No servant or agent of the Contractor is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, have agreed or incorporate, and to the exclusion of any terms which might be implied by trade, custom, practice or course of dealing. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and must arrange adequate insurance to provide full cover for the Goods, and any liabilities they may be under in respect of it, when the Goods are in storage.

(1) Definitions

In these Conditions:

"Customer" means the person or company who contracts for the services of the Contractor including any other contractor who gives Goods to the Contractor for Storage.

"Contract" means the contract between the Customer and the Contractor for the Storage of the Goods.

"Goods" means goods whether a single item or in bulk or contained in one parcel, package or container as the case may be or any number of separate items, parcels, packages or containers stored under the Contract.

"Storage" means the storage and handling of Goods including unloading and loading of Goods and movement of Goods between stores and such other ancillary services as the Contractor may agree to in writing, and the words "Store" and "Stored" shall be construed accordingly.

"Dangerous Goods" means:

- those substances and articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or authorised only under the conditions prescribed in accordance therewith;
- any weapon, drug, poison, damaging article or substance or any article or substance likely to encourage vermin or other pests or likely to cause infection; and
- any Goods which, although, not included in (i) or (ii) above, in the sole opinion of the Contractor, present a similar hazard.

"In writing" includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided the information is readily accessible so as to be usable for subsequent reference.

"Trader" means the owner of the Goods, any other person having an interest therein and anyone acting on behalf of such owner or other person, including, as the case may be, the Customer.

(2) Parties and Sub-Contracting

- The Customer warrants that he is either the owner of the Goods or is authorised by such owner to accept these Conditions on such owner's behalf, and that he is similarly authorised by all those having a proprietary or possessory interest in the Goods, to accept these Conditions on their behalf.
- The Customer also warrants that the Goods are as described to the Contractor with regard to their nature, weight, quantity, condition and dimensions.
- The Customer also warrants that Dangerous Goods accepted for Storage comply with all relevant statutory regulations for the time being in force concerning the Storage, carriage, packing, marking, documentation and labelling of such articles or substances.

(4) The Contractor and any other contractors employed by the Contractor may employ the services of any other contractor for the purpose of fulfilling the Contract in whole or in part and the name of every such other contractor shall be provided to the Customer on request.

(5) The Contractor contracts for itself and as agent of and trustee for its servants and agents and all other contractors referred to in (4) above and such other contractors' servants and agents and every reference in these Conditions to the "Contractor" shall be deemed to include every other such contractor, servant and agent with the intention that they shall have the benefit of the contract and collectively and together with the Contractor be under no greater liability to the Customer or any other party than is the Contractor hereunder.

3. Dangerous Goods

(1) Dangerous Goods must be disclosed by the Customer and if the Contractor agrees to accept them for Storage such Goods must be properly and safely packed, marked, labelled and documented in accordance with any legislation for the time being in force for the Storage and carriage of such articles or substances and the Customer shall, whilst the Dangerous Goods remain in Storage, keep the Contractor informed of any statutory modification or re-enactment thereof or any rules or regulations made there under or rules or recommendations made by any relevant authority, concerning the Storage or handling of the Dangerous Goods.

(2) Prior to receipt of the Dangerous Goods, the Customer shall provide the Contractor with such information in writing as will enable the Contractor to know the identity of the Dangerous Goods, the nature of the hazards created thereby, and any action to be taken in an emergency. While the Dangerous Goods remain in Storage, the Customer shall keep the Contractor informed of its recommendations on the handling and Storage of such Goods including all health and safety recommendations. The Contractor shall be entitled to disclose the information supplied by the Customer to its servants, agents and other contractors referred to in condition 2(5), and any relevant Government department.

(3) If the Customer does not disclose in writing and in advance that the Goods accepted for Storage include Dangerous Goods, the Contractor shall be entitled to rescind the Contract.

4. Procedure on Delivery or Collection

(1) The Customer shall give the Contractor not less than twenty-four hours notice of its intention to deliver or remove Goods at the premises of the Contractor.

(2) Unless otherwise agreed in writing the Customer will be responsible for any loading of goods onto a vehicle, and will also be responsible for any unloading of the goods off a vehicle during the Storage period. The Contractor will not be responsible for any loss or damage to the Goods arising from loading the Goods onto or unloading them off a vehicle, or from the overloading of a vehicle or from the unsafe loading of a vehicle. The Contractor may, at its sole discretion, through its servants and agents provide assistance in loading or unloading the goods if requested to do so by the Customer or its agents. The Customer shall indemnify the Contractor from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operations is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Contractor, its agents or servants.

5. Receipt of Goods

(1) Following acceptance of the Goods for Storage the Contractor shall if so required provide the Customer with a receipt in writing but the burden of proving the condition of the Goods on receipt by the Contractor and that the Goods were of the nature, property, chemical composition, quantity, quality or weight declared in the relevant document shall rest with the Customer.

(2) The Contractor shall notify the Customer of any pre-existing damage to and/or deficiency in the Goods to be Stored, within a reasonable time of the Contractor becoming aware of such damage or deficiency. Such Goods shall, in the absence of any express agreement to the contrary between the Customer and the Contractor, be returned to the Customer at the Customer's expense.

6. Obligations of the Customer

The Customer warrants that:

- The Goods do not and will not: cause pollution of the environment or harm to human health; require any official consent or licence to handle, possess, deal with, store or carry; at any time whilst in the care or control of the Contractor constitute waste (unless the Contractor has been previously advised otherwise); and that the Goods are of a nature that can be legally stored in the United Kingdom;
- It will comply, and will procure that all of its agents, employees and subcontractors also comply, with any reasonable regulations of the Contractor relating to handling, health and safety, and security, of which they are notified or have been notified; and
- It will provide the Contractor with such information and materials as the Contractor may reasonably require in order to comply with its obligations under the Contract, and will ensure that such information is complete and accurate in all material respects.

- (4) If the Contractor's performance of any of its obligations under the Contract is prevented, hindered or delayed by any act or omission of the Customer or by any failure by the Customer to perform any relevant obligation (**Customer Default**), then:
- without limiting or affecting any other right or remedy available to it, the Contractor shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and may rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, hinders or delays the Contractor's performance of any of its obligations;
 - the Contractor shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Contractor's failure to perform or delay in performing any of its obligations as set out in this Condition 6(4); and
 - the Customer shall on written demand reimburse the Contractor for any costs or losses sustained or incurred by the Contractor arising directly or indirectly from the Customer Default.
- 7. Termination of Storage**
- Either the Contractor or Customer may at any time give not less than twenty-one clear days' notice in writing to the other of its intention to terminate the Contract and notwithstanding that the Contractor may have released the Goods before the expiry of such notice, all charges shall be payable to the date when the notice would have expired.
 - The Contractor may require the removal of the Goods or any part thereof, forthwith, if in the Contractor's opinion:
 - the Customer's financial position becomes unsatisfactory or if the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or (being a company) is deemed to be unable to pay its debts or has a winding up petition issued against it or a receiver appointed of all or any part of its assets, or if a proposal is made for a composition with creditors or scheme of arrangement or for an administrator to be appointed in respect of all or any part of the business or assets of the Customer or (being an individual) commits an act of bankruptcy or has a bankruptcy petition issued against him, or the Customer is in breach of any of its obligations arising under the Contract;
 - the Storage of Goods poses a risk to the health and safety of the Contractor, its servants or any third party or to the Contractor's property or any third party property;
 - the continued Storage of the Goods will result in the Goods perishing or otherwise deteriorating and/or will cause damage to other goods or property.
 - If the Goods or any part thereof are not removed after notice is given by the Contractor to the Customer in accordance with paragraphs (1) and (2) above, then the Contractor may, at its absolute discretion, sell the Goods after the lapse of a reasonable period of time after notice is given by the Contractor to the Customer of its intention to sell the Goods or part thereof.
- 8. Revision of Storage Charges and Conditions of Storage**
- The Contractor's charges and these Conditions may be revised by the Contractor from time to time. Any such revision shall not become effective until the expiry of twenty-one days from the date notice of proposed revision is given to the Customer.
- 9. Contractor's Charges**
- Goods accepted for Storage during any calendar week (Monday to Sunday both inclusive) shall be charged for as though they were received on the first day of such week.
 - The Contractor's charges shall be payable by the Customer, without prejudice to any rights the Contractor may have against any other person, to secure or obtain payment.
 - Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Contractor become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Contractor shall immediately be deemed due for payment and thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
 - Should the delivery of Goods be postponed or cancelled by the Customer, the Contractor shall be entitled to recover from the Customer all expenses incurred by the Contractor and all rental charges in respect of space reserved for such Goods.
 - The Customer shall pay to the Contractor any additional storage charges incurred as a result of it exercising its lien in accordance with clause 15 below.
- 10. Liability for Loss and Damage**
- The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the Goods are Stored, the Customer has agreed in writing that the Contractor shall not be liable for any loss or mis-delivery of or damage to or in connection with the Goods howsoever or whensoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrong doing on the part of the Contractor, its servants, agents or sub-contractors.
 - Subject to these conditions the Contractor shall be liable for:
 - physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones only if:
 - the Contractor has specifically agreed in writing to Store any such items; and
 - the Customer has agreed in writing to reimburse the Contractor in respect of all additional costs which result from the Storage of the said items; and
 - the loss, mis-delivery or damage is occasioned during Storage and is proved to be due to the negligence of the Contractor, its servants, agents or sub-contractors.
 - physical loss, mis-delivery of or damage to any other Goods not covered by sub-clause (a) above comprised occasioned during Storage unless the same has arisen from a Force Majeure Event.
 - A "Force Majeure Event" shall mean any act(s), event(s), circumstance(s) or cause(s) the occurrence of which is beyond the reasonable control of the Contractor, including but not limited to:
 - act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war, act of terrorism, seizure or forfeiture under legal process, restraint of government;
 - error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Goods or by any servant or agent of either of them;
 - inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Goods;
 - any special handling requirements in respect of the Goods which have not been notified to the Contractor;
 - insufficient or improper packaging, labelling or addressing, unless the Contractor has contracted to provide this service;
 - fire, flood, storm, earthquake, pandemic, or epidemic;
 - leakage or deficiency of Goods of a perishable or leaky nature, moth, vermin, insects, atmospheric or climatic causes;
 - any other cause beyond the reasonable control of the Contractor.
 - The Contractor shall not in any circumstances be liable for loss of or damage to Goods arising after Storage of such Goods has ended, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Contractor, its servants, agents or sub-contractors.
- 11. Fraud**
- The Contractor shall not in any circumstances be liable in respect of Goods where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of those Goods, unless the Contractor or any servant of the Contractor acting in the course of his employment has been complicit in that fraud.
- 12. Limitation of Liability**
- Except as otherwise provided in these Conditions, the liability of the Contractor in respect of claims for physical loss, mis-delivery of or damage to Goods, howsoever arising, shall in all circumstances be limited to the lesser of
 - the value of the Goods actually lost, mis-delivered or damaged, at the place they should have been stored; or the amount by which damaged Goods have been depreciated in value by reason of that damage; or
 - the cost of repairing any damage or of reconditioning the Goods; and the value of the Goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of Storage, and in all cases shall be taken to include any Customs and Excise duties or taxes paid or payable in respect of those Goods when lost, misdelivered or damaged:
- Provided that:
- nothing in this Condition shall limit the liability of the Contractor to less than the sum of £10;
 - the Contractor shall be entitled to proof of the value of the whole of the Goods and of any part thereof lost, mis-delivered or damaged;
 - the Customer shall be entitled to give to the Contractor notice in writing in the event that the equipment increases in value of such notice being given the Customer shall be required to agree with the Contractor an increase in the Storage charges in consideration of the increased limit, but if no such agreement can be reached the original value as declared at the start of the agreement shall continue to apply.
- The liability of the Contractor in respect of claims for any other type of loss, liability or damage whatsoever and howsoever arising in connection with the Goods, shall not exceed the amount of the Storage charges in respect of the Goods or the amount of the claimant's proved loss, whichever is less, unless:
 - at the time of entering into the Contract with the Contractor the Customer declares to the Contractor a special interest in Storage in the event of physical loss mis-delivery or damage and agrees to pay a surcharge calculated on the amount of that interest, and
 - at least seven days prior to the commencement of Storage the Customer has delivered to the Contractor confirmation in writing of the declared value of any special interest, and of its agreement to pay the specified surcharge which it has agreed with the Contractor.
 - The Contractor shall not be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.

- (4) The following types of loss or damage are wholly excluded, and will not under any circumstances be the subject of compensation by the Contractor:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use of, or corruption of, software, data or information;
 - (f) loss of or damage to goodwill;
 - (g) indirect or consequential loss;
 - (h) any fine imposed on the Customer by the Consignee or its customer.

13. Indemnity to the Contractor

The Customer shall indemnify the Contractor against:

- (1) all losses, liabilities and costs incurred by the Contractor (including but not limited to those incurred in connection with loss of or damage to the place of storage and to other goods Stored) as a result of any breach of these Conditions by the Customer or any party on whose behalf it has contracted, or by reason of any error, omission, misstatement or misrepresentation by the Customer or owner of the Goods or by any servant or agent of either of them, or by reason of insufficient or improper packing, labelling or addressing of Goods or fraud on the part of the Customer, or the owner of the Goods, or their servants or agents (as referred to in Condition 11);
- (2) all losses, liabilities and costs arising from claims and demands by whomsoever made and howsoever arising (including for the avoidance of doubt claims alleging negligence), or conversion, or by HM Revenue and Customs in respect of dutiable goods or arising out of the Storage of Dangerous Goods in respect of any loss of or damage to, or in connection with, the Storage in an amount exceeding the liability of the Contractor under these Conditions in respect of that loss or damage whether or not that loss or damage was caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Contractor, its servants, agents or sub-contractors.

14. Time Limits for Claims

- (1) The Contractor shall not be liable for:
 - (a) physical loss of, mis-delivery or non-delivery of or physical damage to Goods being Stored, or failure to release any Goods unless advised thereof by the Customer within seven days after release of the Goods alleged to be damaged or, in the case of Goods alleged to be lost or mis-delivered or which the Contractor fails to release, within seven days after the time when the Goods should in the ordinary course of events have been released and the Contractor shall be under no liability unless such claim is made within the time stipulated; or
 - (b) any other type of loss unless advised thereof in writing within twenty-eight days after the termination of Storage or the date on which the Storage should have terminated,
 provided that if the Customer proves that:
 - (i) it was not reasonably possible for the Customer to advise the Contractor or make a claim in writing within the time limit applicable, and
 - (ii) such advice or claim was given or made within a reasonable time, after the time at which it did become reasonably possible for the Customer to advise the Contractor or make a claim in writing, the Contractor shall not have the benefit of the exclusion of liability afforded by this Condition.
- (2) The Contractor shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Goods unless legal proceedings are issued and notice in writing thereof given to the Contractor within one year of the date when the Goods were released or should, in the ordinary course of events, have been released.
- (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

15. Lien

- (1) The Contractor shall have:
 - (a) a particular lien on the Goods for all charges due to the Contractor for the Storage of the Goods, and
 - (b) a general lien on the Goods for any sums overdue and unpaid by the Customer, by the owner of the Goods or by any other person or agent having any proprietary or possessory interest in the Goods, on any invoice, account or contract whatsoever.

If the Contractor exercises a lien, but appropriate payment is not made within 14 days after notice that the payment is due has been given to the Customer, the Contractor may sell the Goods, or any part thereof, as agent for its owner and for those having a proprietary or possessory interest in it, and shall apply the proceeds towards any sums unpaid and towards the expenses of the retention, storage, insurance and sale of the Goods and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Goods.

- (2) The Contractor may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place in its sole discretion, whether or not the contractual storage has been completed, and these Conditions shall continue to apply during the period of exercise of such lien.
- (3) If the Consignment is not solely the property of the Customer, the Customer warrants that it has the authority of all those having a proprietary or possessory interest in the Consignment to grant to the Contractor liens as set out in Condition 15(1) above, and the Customer shall indemnify the Contractor for all claims and demands the Contractor may receive asserting that the Customer did not have that authority.

16. Impossibility of Performance

The Contractor shall be relieved of its obligations to perform the Contract to the extent that the performance thereof is prevented by failure of the Customer, fire, weather conditions, industrial disputes, epidemic or pandemic, labour disturbance or cause beyond the reasonable control of the Contractor.

17. Notice

All written communications from the Contractor to the Customer shall be deemed to have been served if delivered or posted to the last known address of the Customer.

18. Confidentiality

- (1) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.
- (2) Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19. Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising thereunder shall be governed by English law and shall be subject to the jurisdiction of the English courts alone.

THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF THE
ROAD HAULAGE ASSOCIATION

THE HEAVY TRANSPORT
ASSOCIATION TERMS
AND CONDITIONS OF
CARRIAGE
(2004 EDITION)

HTA Terms & Conditions 2004 Edition

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1 Terms and Conditions

These terms and conditions govern every contract between the Contractor and its Customer for the carriage of any Consignment by the use of vehicles operated by the Contractor or its Sub-Contractor(s).

2 Definitions

For the purpose of interpretation of these conditions.

"AIL"	means any Consignment which is an Abnormal Indivisible Load as defined by paragraph 2 of Schedule 1 Part 1 of the Special Types General Order.
"Customer"	means the party who contracts for the Contractor's services, including the Customer's employees, agents and servants, any Consignee and all those working under the Customer's supervision or control.
"Consignee"	means any person firm partnership or company to whom the Consignment is to be delivered
"Consignment"	means all goods (including any packaging or container) supplied by the Customer and (without limiting the generality of the foregoing) any object equipment plant or machinery whatsoever accepted by the Contractor for carriage or any part thereof.
"Contractor"	means any person firm partnership or company performing the carriage by road of the Consignment.
"Special Types General Order"	means the Road Vehicles (Authorisation of Special Types) (General) Order 2003 (No:1998) as amended or substituted.
"Relevant Dimensions & Weights"	means all dimensions and weights of any Consignment which constitutes an AIL which are relevant to the classification of the AIL for the purposes of notification and escort pursuant to the Special Types General Order.
"Hazardous or Dangerous Goods"	means any substance contained in any approved list of dangerous substances published by the Health and Safety Executive from time to time and any other substance which, by reason of its characteristic properties or presence creates a risk to the health and safety of any person who might or does come into contact with it, whether as a result of spillage accident or otherwise howsoever, in the course of conveyance by

road.

"Sub-Contractor(s)"

means any person firm partnership or company (including a 'Subcontracted Carrier') that carries out work for the Contractor or provides any service in connection with the carriage of the Consignment by road.

"Subcontracted Carrier"

means any road haulier or other carrier sub-contracted or engaged by the Contractor to perform any contract or part of any contract for the carriage of the Consignment for the whole or any part of the journey for or on behalf of the Customer.

3 Customer Warranties

The Customer warrants that: -

- (a) It is either the owner of the Consignment or has the authority of the owner or owners of the Consignment, or any part thereof, to accept these conditions on the owner's behalf.
- (b) Where the Customer is not the owner, a copy of these conditions has been provided to every owner and has been accepted by them.
- (c) Where in accordance with paragraph 11 (b) hereof the Contractor is required to insure the Consignment to its full value the valuation given by the Customer to the Contractor in writing is an accurate valuation.
- (d) Neither the Consignment as a whole nor any part thereof comprises Hazardous or Dangerous Goods.
- (e) The goods contained in the Consignment are fit and proper for carriage.
- (f) Where the Consignment constitutes an AIL, subject to any variation of these conditions made in writing: -
 - (i) The AIL is an AIL as defined by paragraph 2 of Schedule 1 part 1 of the Special Types General Order.
 - (ii) All relevant dimensions, centre of gravity and weights of the Consignment will be provided to the Contractor in writing in advance of movement of the AIL and in sufficient time to enable the Contractor to comply with any provisions or requirements contained in the Special Types General Order.
 - (iii) All relevant dimensions, centre of gravity and weights provided to the Contractor are accurate and are intended to be relied upon by the Contractor and its Sub-Contractors.

- (iv) The Customer will procure safe and adequate facilities for access by the Contractor's vehicle(s) and any plant or equipment to the point(s) of collection and off loading of the AIL.
- (v) The Customer will provide safe and adequate means, equipment and personnel to load unload and securely stow the AIL and in providing these and all other services and facilities at all times the Customer will act with all proper care and attention.

4 Contractor's Warranties

The Contractor warrants that: -

- (a) It shall take reasonable skill and care to ensure that the vehicles used to carry the Consignment are suitable to satisfy the Customer's requirements in so far as those requirements have been adequately notified to the Contractor in writing.
- (b) It shall use its reasonable endeavours to notify all relevant authorities and to obtain an escort for vehicles in accordance with the requirements of the Special Types General Order or any applicable Code of Practice published by the Highways Agency where necessary.

5 Sub-Contracting

- (a) The Contractor may engage the services of a Subcontracted Carrier and for the purposes of engaging a Subcontracted Carrier the Contractor shall be and is hereby authorised by the Customer to be the Customer's agent.
- (b) Where the Contractor employs a Subcontracted Carrier, these conditions shall govern the respective obligations and remedies of the Customer and the Subcontracted Carrier to and against each other in respect of all parts of the Contract that the Subcontracted Carrier is engaged to perform as agent or servant of the Customer.
- (c) The Contractor and Subcontracted Carrier shall whether jointly and/or severally or otherwise howsoever be under no greater liability to the Customer or any other party than the Contractor is under the terms of this contract.

6 Exclusion of liability

The Contractor shall not be deemed to be in breach of contract or these conditions or otherwise liable for any loss or damage if and to the extent that such loss or damage was caused by: -

- (a) act of God,
- (b) any error, act or omission of the Customer, any person other than the Contractor acting on behalf of the Customer, the owner of the Consignment, or of the person from whom the Contractor received the Consignment,
- (c) inadequacy or errors in, or the misleading nature of, the details provided of weights, centre of gravity or dimensions of the Consignment or any packaging marks or labels,

- (d) handling, loading, stowage or unloading of the Consignment, or any part thereof, by the Customer, or by any person acting on behalf of the Customer,
- (e) faulty design, defect, or inherent vice of the Consignment,
- (f) Hazardous or Dangerous Goods,
- (g) defective packing or packaging of the Consignment,
- (h) misleading addressing by the Customer or other owner or consignor,
- (i) the Consignee not taking or accepting delivery of the Consignment within a reasonable time,
- (j) war, invasion, act of foreign enemy, hostilities, civil war, revolution, rebellion, insurrection, act of terrorism, riot, civil commotion, strike, lockout, stoppage or restraint of labour, the consequences of which the Contractor was unable to avoid by the exercise of reasonable diligence,
- (k) intervention, confiscation, requisition destruction, impounding act or omission of the Police or other authorities, or by any legal process, road works, enforced route diversions, delays or hold ups the consequences of which the Contractor was unable to avoid by the exercise of reasonable diligence, or
- (l) fraud on the part of the Customer or any person acting on behalf of the Customer or any other owner of the Consignment or any part thereof.

7 Goods at Customer's risk

Unless otherwise agreed in writing the Customer will be responsible for loading and unloading and the secure stowage of the Consignment and the Contractor shall not be liable in any event for any loss or damage to the Consignment or any part of the Consignment which occurs prior to or during the Consignment being loaded onto the Contractor's vehicle or at any time during or after the unloading of the Consignment from the Contractor's vehicle or for any loss or damage to the Consignment arising due to the inadequate loading or secure stowage of the Consignment.

8 Limit of liability

Any liability of the Contractor for loss, misdelivery or damage to the Consignment or any part thereof shall in respect of any one Consignment be limited to the lesser of: -

- (a) the actual value of the Consignment or if only part of the Consignment is damaged to the value of that part as a proportion of the whole Consignment, or
- (b) to the cost of repairing the damage

PROVIDED THAT

- (i) the Contractor's liability in respect of any Consignment shall not exceed in the aggregate the total sum of £250,000.00 (unless it shall be otherwise notified in writing by the Contractor to the Customer in which case the sum of £250,000.00 shall be substituted by such other amount as shall be so notified), and
- (ii) in the case of any Consignment not being an AIL the Contractor's liability shall not exceed £1,000 per tonne of the gross weight of such Consignment

9 Indirect or consequential loss or damage

Notwithstanding condition 8 the liability of the Contractor in respect of any indirect or consequential loss or damage however arising (including loss of market or loss arising out of delay) shall not exceed the amount of the Contractor's charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless: -

(a) at the time of entering into the Contract with the Contractor, the Customer declares to the Contractor a special interest in delivery in the case of loss or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and

(b) prior to the commencement of movement of the Consignment the Customer has delivered to the Contractor written confirmation of the special interest or agreed time limit and the amount of the interest, and

(c) the Contractor agrees in writing that it will accept the Consignment on the basis of such special interest.

10 Indemnity

The Customer shall indemnify the Contractor against: -

(a) all consequences suffered by the Contractor (including but not limited to claims, demands proceedings, fines, penalties, damages, costs, expenses, loss of profits and loss of or damage to the carrying vehicle and to any other goods carried) by virtue of or any error, omission, misstatements or misrepresentation or breach of any of the warranties given herein by the Customer or any of its servants or agents,

(b) any loss damage injury or death, and/or any claims relating to the same, occurring or arising whilst the loading or unloading of the Consignment is taking place or attributable to the inadequate securing of the Consignment,

(c) all claims and demands made in connection with the carriage of the Consignment of any kind whatsoever made by whosoever in excess of the liability of the Contractor under these conditions,

(d) (unless the Contractor negligently fails to comply with any instructions issued by the Customer) any damage to privately owned road ways or fittings thereon bridges or floors or anything within or beneath any of them,

(e) all costs levies tolls and charges imposed by any United Kingdom or non-United Kingdom police force local authority or other agency contractor or organisation whether incorporated or

unincorporated whatsoever and howsoever arising in connection with the movement of the Consignment.

11 Insurance

(a) The Contractor shall maintain policies of insurance, which will indemnify it in respect of liability to the Customer as defined in these conditions. A copy of such policy will be provided upon request.

(b) If expressly instructed so to do in writing by the Customer, the Contractor will use its reasonable endeavours at the sole cost of the Customer to procure insurance (where available) to indemnify the Customer in respect of any loss which he may suffer in excess of the amounts recoverable in accordance with these conditions.

12 Time Limits for Claims

The Contractor shall not be liable for any loss or damage whether direct, indirect or consequential unless the claim is notified to the Contractor in writing within 7 days from the date on which the Contractor tenders the Consignment or any part thereof to the Customer or consignee for delivery unless the Customer provides evidence that it was not reasonably possible for the Customer to notify the claim in writing within 7 days and that such written claim was notified within a reasonable time.

13 General Lien

(a) As well as having a particular lien on any goods held by the Contractor for the Customer the Contractor shall have a general lien against the Customer and/or any other owner of the Consignment, or part of the Consignment, on any goods held by the Contractor for the Customer, for the payment of any monies whatever due from the Customer or other owner of the Consignment or that part retained by the Contractor, whether the liability for those monies arises from the carriage of that Consignment or otherwise howsoever.

(b) The Contractor shall be entitled to sell or dispose of any goods retained by virtue of this lien as agent for and at the expense of the Customer and to apply the proceeds in or towards the payment of such sums as are due to the Contractor upon giving 14 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of the sums due to the Contractor and the costs of sale or disposal, the Contractor shall be discharged of any liability whatsoever in respect of the goods.

14 Payment of Invoices

All invoices rendered by the Contractor are due for payment immediately upon delivery of invoice. The Contractor shall be entitled to charge interest at 4% per annum above the base lending rate of the Bank of Scotland plc on all invoices unpaid for more than 30 days from date of issue of invoice, such interest to accrue from the date payment of each invoice became due to the date payment is received by the Contractor.

15 Force Majeure

The Contractor shall be relieved of its obligations to perform its contract with the Customer to the extent that performance thereof is prevented by the Customer or by virtue of any of the reasons specified in condition 6 (a)-(l) inclusive or any other cause beyond the reasonable control of the Contractor.

16 Authority

Any amendment to these conditions can only be made in writing by the express authority of a director, partner or sole proprietor of the Contractor.

17 Agency

If for the purposes of facilitating the transport of the Consignment it shall be necessary for the Contractor to enter into any contracts or arrangements for the provision of services including but without limitation to the generality of the foregoing contracts or arrangements for the removal and reinstatement of railings, barriers, kerbs and other 'street furniture' as well as contracts or arrangements for the provision of escort vehicles, escort personnel or lifting of cables or wires or any services of a similar purpose or nature then in such circumstances the Contractor shall be entitled to enter into any such contracts or arrangements in the name of the Customer and the Customer hereby grants the Contractor irrevocable authority to enter into such contracts and arrangements at the Customer's sole cost and risk and agrees to indemnify the Contractor in respect of all costs and liabilities arising thereunder.

18 Jurisdiction

These conditions shall be interpreted by reference to the laws of England whose Courts shall have exclusive jurisdiction to deal with any dispute arising hereunder.



Road Haulage Association Limited

SPECIAL CONDITIONS CARRIAGE OF ABNORMAL INDIVISIBLE LOADS

Effective from 1 April 2021

Company Stamp or details

J Exley Ltd
Unit 2, AAA Park
54 Leeds Road
Mirfield
West Yorkshire
WF14 0DE

0 0 0 6 2 6 5 - 0 0 0 RHA membership number

"Force Majeure Event" shall have the meaning set out in Condition 10(2).

"Freight Charges" shall mean the Company's standard charges or such other charges agreed between the Customer and the Company excluding any charges by sea, rail, inland waterways or air.

"Goods" shall mean any article including any container, pallet or similar article for transport or packaging supplied by the Customer which is accepted by the Company for transport.

"Transport" shall mean the conveyance of goods from the point at which the goods are accepted by and become the responsibility of or under the control of the Company to the point designated for delivery when the goods cease to be its responsibility or under its control. The operations of removal, lifting, lowering, skidding, winching, handling, loading, unloading and installation of the goods carried out in the performance of a transport contract shall be included as Transport.

"Used Plant or Machinery" shall mean items previously operated or installed and in visibly used condition, i.e., not new ex-manufacturer or dealer.

2. Parties and Sub-Contracting

- 2.1 The Customer warrants that he is either the owner of the Consignment or is authorised by the owner to accept these Conditions on his behalf and that he is similarly authorised by all those having a proprietary or possessory interest in the Consignment, to accept these Conditions on their behalf.
- 2.2 The Company and any other carrier employed by the Company may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request. The Company may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, to the extent permitted by law.
- 2.3 The Company contracts both for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and also as agent and of trustee for such other carriers' servants and agents; and every reference in these Conditions to "the Company" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the full benefit of the terms of this contract and collectively and together with the Company shall be under no greater liability to the Customer or any other party than is the Company hereunder.
- 2.4 Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air has been or will be arranged by the Company solely as agent of the Customer and shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Company shall be under no liability whatsoever and howsoever caused, to any person for such carriage: Provided always that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Company.

3. Obligations of the Customer

The Customer warrants that:

- (1) The Consignment does not and will not: cause pollution of the environment or harm to human health; require any official consent or licence to handle, possess, deal with or carry; at any time whilst in the care or control of the Company constitute waste (unless the Company has been previously advised otherwise); and that the Consignment is of a nature that can be legally transported in the United Kingdom;
- (2) It will comply, and will procure that all of its agents, employees and subcontractors also comply, with any reasonable regulations of the Company relating to handling, health and safety, and security, of which they are notified or have been notified; and
- (3) It will provide the Company with such information and materials as the Company may reasonably require in order to comply with its obligations under the Contract, and will ensure that such information is complete and accurate in all material respects.
- (4) If the Company's performance of any of its obligations under the Contract is prevented, hindered or delayed by any act or omission of the Customer or by any failure by the Customer to perform any relevant obligation ("Customer Default"), then:
 - (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and may rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, hinders or delays the Company's performance of any of its obligations;

(hereinafter referred to as "the Company") is not a common carrier and accepts Abnormal Indivisible Loads only upon that Condition and on the Conditions set out below ("the Conditions"). No servant or agent of the Company is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by a Director of, Principal of, or Partner in the Company, or by another person separately authorised by such a person in writing. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, have agreed or incorporate, and to the exclusion of any terms which might be implied by trade, custom, practice or course of dealing. If a Customer's document contains terms or conditions additional to or at variance with these Conditions every such additional or varying term or condition shall be of no effect. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customers are recommended to take professional advice and must arrange adequate insurance to provide full cover for the Consignment, and any liabilities they may be under in respect of it, when the Consignment is in transit.

Important - Limit of Liability

The Customer's attention is drawn to the exclusions of liability on the part of the Company and to the limits of liability and the means to increase such limits expressed in Condition 12.

1. Definitions

In these Conditions:

"Abnormal indivisible Load" means a load which cannot without undue expense or risk of damage be divided into two or more loads for the purpose of being carried on a road, and that,

- (a) on account of its length, width or height, cannot be carried on a motor vehicle of category N3 or a trailer of category O4 (or by a combination of such vehicles) that complies in all respects with Part 2 of the Construction and Use Regulations; or
- (b) on account of its weight, cannot be carried on a motor vehicle of category N3 or a trailer of category O4 (or by a combination of such vehicles) that complies in all respects with— (i) the Authorised Weight Regulations (or, if those Regulations do not apply, the equivalent provisions in Part 4 of the Construction and Use Regulations); and (ii) Part 2 of the Construction and Use Regulations.

"Authorised Weight Regulations" means The Road Vehicles (Authorised Weight) Regulations 1998.

"Contract" means the contract of carriage between the Customer and the Company.

"Consignee" means the person or company to whom the Company contracts with the Customer to deliver the Consignment.

"Consignment" means goods in bulk or contained in one parcel, package or container, as the case may be, or any number of separate parcels, packages or containers sent at one time in one load by, or for, the customer from one address to one address.

"Construction and Use Regulations" means The Road Vehicles (Construction and Use) Regulations 1986.

"Customer" means the person or company who contracts for the services of the Company including any other carrier who gives a consignment to the Company for carriage.

"Dangerous Goods" means those substances and articles the carriage of which is prohibited by the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or authorised only under the conditions prescribed in accordance therewith.

"Demurrage" means any cost or expense the Company suffers as a result of the improper, excessive or unreasonable detention of any vehicle, trailer, container or other equipment belonging to or under the control of the Company.

- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure to perform or delay in performing any of its obligations as set out in this Condition 3(4); and
- (c) the Customer shall on written demand reimburse the Company for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 4. Transit and Undelivered or Unclaimed Consignments**
- (1) Unless otherwise agreed expressly between the parties, transit shall commence after the Consignment has left the premises from where the Consignment is collected.
- (2) Transit shall (unless it has terminated earlier) end when the Consignment arrives at the proper place of delivery at the Consignee's address within the customary cartage hours of the district: Provided that:
- (a) if no safe and adequate access to that address exists, or if no safe and adequate unloading facilities exist then transit shall be deemed to end forthwith and the Customer shall indemnify the Company against all costs, claims and demands whatsoever incurred by the Company in consequence of its inability to unload the Consignment;
- (b) when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Company on instructions 'to await order' or 'to be kept till called for' or upon any like instructions and no such order is given within a reasonable time, then transit shall also be deemed to end at the expiry of that reasonable time.
- (3) The Consignment shall be at the sole risk of the Customer at all times when the Consignment is not in transit.
- (4) Where either of the provisos to Condition 4(2) operate such that transit is deemed to have ended, the Company may sell the Consignment, and payment or tender of the proceeds of sale to the Customer after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the Carriage and storage of the Consignment shall discharge the Company from all liability in respect of such Consignment, its carriage and storage, provided that:
- (a) the Company shall do what is reasonable to obtain a reasonable price for the Consignment; and
- (b) the power of sale shall not be exercised where the name and address of the Consignee or of the owner of the Consignment or of any other person having any proprietary or possessory interest in it is known unless the Company shall first have done what is reasonable in the circumstances to give notice to such persons that the Consignment will be sold unless within the time specified in that notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.
- 5. Terms for Abnormal Indivisible Loads**
- Unless the contract provides to the contrary, a contract for the carriage of Abnormal Indivisible Loads shall be subject to the following additional conditions.
- The Customer shall be responsible for:
- 5.1 Informing the Company of the correct weight, centre of gravity and the dimensions of the load.
- 5.2 Informing the Company in writing of any limitations in size and weight of vehicles (whether laden or unladen) cranes and plant which can safely negotiate at premises on which collection and/or delivery of the goods is to be made or private property over which the vehicle, cranes or plant have to pass to gain access to the place of collection or delivery.
- 5.3 In the absence of such information as aforesaid indemnifying the Company against all losses, claims and demands whatsoever which the Company may incur arising out of inadequacy of such premises and property, and the roadways, bridges, weighbridges, underground services, manholes and covers to withstand the weight of the vehicle whether laden or unladen, without prejudice to the generality of the indemnity contained in Condition 9 hereof.
- 5.4 Informing the Company of alterations in circumstances applicable to a specific contract.
- 5.5 Unless otherwise agreed in writing obtaining the Road/Bridges or other Authority's prior recommendation of a route suitable for the passage of the vehicle(s) and load without subsequent material variations of such routes. All goods are carried subject to a suitable route being available at the time of movement.
- 5.6 Unless otherwise agreed in writing paying the Company for the cost of removal and replacement of street furniture, road signs, overhead wires, route alterations or any other works and way-leaves necessary to permit the movement of the abnormal load at the cost as submitted by the relevant authority plus 5% for administration.
- 6. Dangerous Goods**
- If the Customer does not disclose in writing and in advance that a Consignment contains Dangerous Goods, the Company shall be entitled to rescind the Contract. If the Company agrees to accept for carriage any Dangerous Goods so disclosed then the Customer must arrange for and ensure that the Dangerous Goods are classified, packed, marked, labelled and documented in accordance with all applicable statutory regulations for the carriage by road of the substance declared.
- 7. Access, Equipment, Loading and Unloading**
- 7.1 Unless otherwise agreed in writing the Customer will be responsible for the loading of goods on to the vehicle and the consignee will be responsible for unloading the goods off the vehicle. The Company will not be responsible for any loss or damage to the goods arising from the loading onto or unloading off the vehicle or from the overloading of the vehicle or the unsafe loading of the vehicle. The Company will through its servants or agents provide assistance in loading or unloading the goods when requested to do so by the Customer or the consignee or the agents of either. The Customer agrees to indemnify the Company from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operation is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Company, its agents or servants.
- 7.2 The Customer shall ensure that there is adequate access to the loading and the unloading points and that the roadways to and from the public highway are of suitable material and that unloading will take place on good sound hardstanding.
- 7.3 The Customer shall ensure that any cranes, fork lift trucks, slings, chains or other loading or unloading equipment is suitable for its purpose and will indemnify the Company against all consequences of failure of such equipment.
- 7.4 The Company will if required provide suitable timber dunnage to be placed between the goods and the vehicle platforms. Dunnage to part lifts or for the protection of goods in transit must be provided by the Customer.
- 8. Used Plant or Machinery**
- Notwithstanding anything contained in these conditions to the contrary used plant or machinery is transported on the condition that the Company is responsible only for transit risks or damage directly attributable to the negligence of the Company, its servants, agents or subcontractors.
- 9. Indemnity to the Company**
- The Customer shall indemnify the Company against:
- 9.1 all losses, liabilities and costs incurred by the Company (including but not limited to claims, demands, fines, proceedings, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) due to any error, omission, mis-statement or misrepresentation by the Customer or other owner of the goods or by any servant or agent of either of them, or by reason of insufficient or improper packing, weatherproofing, labelling or addressing of the Consignment, or by reason of fraud on the part of the Customer, the Consignee or the owner of the Consignment, or their servants or agents (as referred to in Condition 11).
- 9.2 all losses, liabilities and costs arising from claims and demands whatsoever by whomsoever made and howsoever arising (including for the avoidance of doubt, claims alleging negligence or conversion, or by H.M. Revenue and Customs in respect of dutiable goods, or arising out of the carriage of Dangerous Goods) in respect of any loss of or damage to, or in connection with, the Consignment in an amount exceeding the liability of the Company under these Conditions in respect of that loss or damage, whether or not that loss or damage was caused or contributed to, directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors;
- 9.3 all losses suffered by and claims made against the Company in consequence of loss of or damage to property caused by or arising out of the carriage by the Company of Dangerous Goods whether or not declared by the Customer as such;
- 9.4 all liability for damage caused by the passing of the loaded vehicle over private property unless it can be proved by the Customer that it was due to the negligence of the Company, its servants, agents or subcontractors;
- 9.5 all loss, damage or delay incurred by the Company as a consequence of the failure of tyres, tubes, undergear or the chassis of the Consignment unless it can be proved by the Customer that such loss, damage or delay was due to the negligence of the Company, its servants, agents or subcontractors;
- 9.6 All claims made upon the Company by H.M. Revenue & Customs in respect of dutiable goods consigned in bond whether or not transport has ended or been suspended; and
- 9.7 Indirect or consequential loss of market arising either from delays en route attributable to statutory notifications or from delays caused by H.M. Revenue and Customs inspections.
- 10. Company's Liability**
- (1) The Customer shall be deemed to have elected to accept the terms of these Conditions unless it agrees with the Company in writing before transit commences that the Company shall be under no liability for loss of or mis-delivery of or damage to or in connection with the Consignment howsoever or whensoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors.

- (2) Subject to these Conditions the Company shall be liable for physical loss, mis-delivery of or damage to goods comprising the Consignment, other than those referred to in (4) of this Condition, occasioned during transit unless the same has arisen from a Force Majeure Event. A "Force Majeure Event" shall mean any act(s), event(s), circumstance(s) or cause(s) the occurrence of which is beyond the reasonable control of the Company, including but not limited to:
- (i) act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war
 - (ii) act of terrorism, seizure or forfeiture under legal process, restraint of government,
 - (iii) error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Consignment or by any servant or agent of either of them;
 - (iv) inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Consignment;
 - (v) any special handling requirements in respect of the Consignment which have not been notified to the Company;
 - (vi) insufficient or improper packaging, labelling or addressing, unless the Company has contracted to provide this Service;
 - (vii) fire, flood, storm, earthquake, pandemic, or epidemic;
 - (viii) road congestion, road accidents, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown.
- (3) The Company shall in no circumstances be liable for any loss or damage arising after transit is deemed to have ended within the meaning of Condition 4(2) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors.
- (4) Unless otherwise agreed in writing, the Company shall not in any circumstances be liable for loss of or damage to fittings or internal contents of the Consignment, tyres, tubes, under-gear or the chassis of the Consignment nor for exterior discolouration of the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or subcontractors.
- 11. Fraud**
- The Company shall in no circumstances be liable in respect of a Consignment in relation to which where there has been fraud on the part of the Customer, the Consignee, or owner of the Consignment, or their servants or agents unless the Company or any servant of the Company acting in the course of his employment has been complicit in that fraud.
- 12. Limitations of Liability**
- 12.1.** Except as provided otherwise in these Conditions the liability of the Company in respect of claims for physical loss, mis-delivery of or destruction of or physical damage to the Goods, shall in all circumstances be limited to whichever is the lesser of:
- 12.1.1** the actual value of the Goods lost or damaged at the place they should have been delivered or the amount by which the damaged Goods have been depreciated in value by reason of that damage, or
- 12.1.2** the cost of replacing the Goods actually lost or mis-delivered and/or reconditioning or making good or repairing any damage to the Goods, or
- 12.1.3** a sum calculated at the rate of £1,300 Sterling per tonne of the gross weight of the Goods actually lost, mis-delivered or damaged; and the value of the Goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those Goods when lost, misdelivered or damaged, provided that:
- (i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Company's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
 - (ii) nothing in this Condition shall limit the liability of the Company to less than the sum of £10;
 - (iii) the Company shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
 - (iv) the Customer shall be entitled to give to the Company written notice in writing, to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit referred to in 12.1.3 above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Company an increase in the carriage but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.
- (2) The liability of the Company in respect of claims for any other type of loss, liability or damage whatsoever and howsoever arising in connection with the Consignment, shall not exceed the amount of the Carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:
- i. at the time of entering into the Contract with the Company the Customer declares to the Company a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and
 - ii. at least 7 days prior to the commencement of transit the Customer has delivered to the Company written confirmation of the declared value of any special interest, and of any agreed time limit and of its agreement to pay the specified surcharge which it has agreed with the Company.
- (3) The Company shall not be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.
- (4) The following types of loss or damage are wholly excluded, and will not under any circumstances be the subject of compensation by the Company:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use of, or corruption of, software, data or information;
 - (f) loss of or damage to goodwill;
 - (g) indirect or consequential loss;
 - (h) any fine imposed on the Customer by the Consignee or its customer.
- 13. Time Limits for Claim**
- (1) The Company shall not be liable for:
- (a) physical loss of, mis or non-delivery of, or physical damage to goods comprised within the Consignment unless advised thereof in writing within seven days after the termination of transit or the date on which the transit should have been terminated;
 - (b) any other loss unless advised thereof in writing within twenty-eight days, after the termination of transit or the date on which the transit should have been terminated.
- Provided that if the Customer proves that,
- (i) it was not reasonably possible for the Customer to advise the Company or make a claim in writing within the time limit applicable, and
 - (ii) such advice or claim was given or made within a reasonable time after the time at which it did become reasonably possible for the Customer to advise the Company or make a claim in writing, the Company shall not have the benefit of the exclusion of liability afforded by this Condition.
- (2) The Company shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceedings are issued and notice in writing thereof given to the Company within one year of the date when transit commenced.
- (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.
- 14. Unreasonable Detention**
- (1) The Customer shall be liable to pay Demurrage without prejudice to any rights that the Company may have against any other person in respect of any improper, excessive or unreasonable detention of any vehicle, trailer, container or other equipment belonging to or under the control of the Company.
- (2) The Company shall not be liable for demurrage charges however incurred on railway wagons, vehicles or vessels belonging to or under contract to the Customer or otherwise unless previously agreed in writing.
- 15. General Lien Clause**
- (1) The Company shall have:
- (a) a particular lien on the Consignment, and for all charges due to the Company for the carriage, storage and/or warehousing of the Consignment and for all other proper charges or expenses incurred in connection with the carriage of the Consignment, and
 - (b) a general lien on the Consignment for any sums overdue and unpaid by the Customer, by the owner of the Consignment or by any other person having any proprietary or possessory interest in it, by the Consignee, or by any agent of these persons, on any invoice, account or contract whatsoever.
- If the Company exercises a lien, whether particular or general, but appropriate payment is not made within a reasonable time 14 days after notice that the payment is due has been given in accordance with Condition 4(4) above, the Company may sell the Consignment, or any part thereof, as agent for the owner and its owner and for those having a proprietary or possessory interest in it, and shall apply the proceeds towards any sums unpaid and towards the expenses of the retention, storage, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.
- (2) The Company may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place at its sole discretion whether or not sums have become payable in accordance with Condition 4(4) hereof and whether or not the contractual carriage has been completed and these Conditions shall continue to apply during the period of exercise of such lien.

(3) If the Consignment is not solely the property of the Customer, the Customer warrants that it has the authority of all those having a proprietary or possessory interest in the Consignment to grant to the Company liens as set out in Condition 15(1) above, and the Customer shall indemnify the Company for all claims and demands the Company may receive asserting that the Customer did not have that authority.

16. Company's Charges

- 16.1 The Company's charges shall be paid by the Customer net cash against invoice or by arrangement without prejudice to any rights the Company may have against the Consignee or any other person to secure or obtain payment, provided however that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee shall within a reasonable period of demand for payment having been made of it, have failed to pay the Company's charges.
- 16.2 The Customer shall be liable for the Company's standard demurrage charges as quoted in respect of the Company's vehicles and equipment unless otherwise determined in advance of the commencement of the contract.
- 16.3 Where specific equipment or vehicles are required to perform a contract for a Customer this will be reserved for that contract. If the Customer cancels or postpones the contract without prior written agreement with the Company the Customer shall be liable for all costs incurred by the Company as a result of the cancellation or postponement.
- 16.4 The Company shall use reasonable endeavours to obtain a signed proof of delivery of the Consignment from the Consignee, unless otherwise agreed with the Customer. No payment shall however be withheld by the Customer where the Company is unable to provide a proof of delivery unless notification of non-delivery is received by the Company no more than 48 hours after the expected time of delivery of the Consignment and the Company is subsequently unable to evidence proof of delivery.
- 16.5 The Customer shall pay to the Company any storage charges incurred as a result of it exercising its lien in accordance with clause 15.
- 16.6 If the Contract is cancelled at any time the Customer shall pay the Company all costs and expenses which the Company has incurred prior to such cancellation.
- 16.7 Charges shall be payable when due without deduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer to the Company become overdue for payment, all credit terms previously agreed shall be cancelled with immediate effect and all invoices or accounts issued by the Company shall immediately be deemed due for payment and thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- 16.4 Unless otherwise agreed in writing, the Customer shall pay to the Company the additional cost of removal and replacement of street furniture, road signs, overhead wires, route alterations or any other works and way-leaves necessary to permit the movement of the Consignment as charged by the relevant authority plus 5% for administration.

17. Confidentiality

- (1) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.
- (2) Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18. Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising under it or in connection with it shall be governed by English law and each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts.

19. Other Services

If the business undertaken comprises or includes any of the following then the Conditions indicated below shall apply in lieu of the above Conditions insofar as the business specified below is concerned:

Warehousing of goods - the Company's Conditions of Warehousing.
Vehicle repairs and servicing - the Company's Vehicle Repair Conditions.
Freight forwarding - the Company's Freight Forwarding Conditions.

**THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF THE
ROAD HAULAGE ASSOCIATION**

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